

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY.

Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2015-000366

RECEIVED

JUN 04 2015

SC Court of Appeals

Spartanburg Buddhist Center of South Carolina, Inc.,

Respondent,

v.

Ron Ork and Luke Dong,

Appellants.

Ron Ork and Luke Dong,

Third Party Plaintiffs,

v.

Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khieav,
Sophay Pres, and Tommy Ong,

Third Party Defendants.

RECORD ON APPEAL

Thomas A. Belenchia
Post Office Box 3421
Spartanburg, South Carolina 29304
(864) 699-9801
Attorney for Appellants

T. Camden Shealy
Post Office Box 3421
Spartanburg, South Carolina 29304
(864) 699-9801
Attorney for Appellants

Larry E. Gregg
Post Office Box 3421
Spartanburg, South Carolina 29304
(864) 699-9801
Attorney for Appellants

Scott F. Talley
Talley Law Firm
2500 Winchester Place, Suite 100
Spartanburg, SC 29301
Attorney for Respondent

Shannon M. Phillips
Talley Law Firm
2500 Winchester Place, Suite 100
Spartanburg, SC 29301
Attorney for Respondent

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Larry E. Gregg
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Spartanburg, South Carolina 29304
(864) 699-9801
Attorney for Appellants

Scott F. Talley
Talley Law Firm
2500 Winchester Place, Suite 100
Spartanburg, SC 29301
Attorney for Respondent

Shannon M. Phillips
Talley Law Firm
2500 Winchester Place, Suite 100
Spartanburg, SC 29301
Attorney for Respondent

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The South Carolina Court of Appeals

Spartanburg Buddhist Center of South Carolina,
Respondent,

v.

Ron Ork and Luke Dong, Appellants.

Ron Ork and Luke Dong, Third Party Plaintiffs,

v.

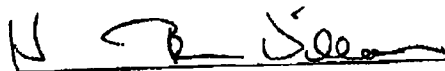
Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khieav,
Sophay Pres, and Tommy Ong, Third Party Defendants.

Appellate Case No. 2015-000366

ORDER

After careful consideration, the petition for supersedeas is granted. Rule 241(c)(2), SCACR ("In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or *to prevent a contested issue from becoming moot.*" (emphasis added)).

The motion to expedite is denied; however, this appeal will be heard as expeditiously as possible. No extensions will be granted absent a showing of extraordinary circumstances.



FOR THE COURT

Columbia, South Carolina

cc:

Thomas Alexander Belenchia, Esquire

Thomas Camden Shealy, Esquire

Scott Franklin Talley, Esquire

Shannon Metz Phillips, Esquire

Larry Eugene Gregg, II, Esquire

The Honorable R. Keith Kelly

FILED

3/17/15 AT

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Spartanburg Buddhist Center of
South Carolina, Inc.,

Plaintiff,

v.

Ron Ork and Luke Dong,

Defendants.

) IN THE COURT OF COMMON PLEAS

) SEVENTH JUDICIAL CIRCUIT

)
)
)
) **CONTEMPT ORDER**

) Case Number: 2014-CP-42-1622
)
)
)
)

Hearing Date
Presiding Judge
Attorney for Plaintiffs

Attorney for Defendants

November 17, 2014
R. Keith Kelly
Scott F. Talley, Esq.
Shannon M. Phillips, Esq.
Thomas Belenchia, Esq.
T. Camden Shealy, Esq.
Larry Gregg, II, Esq.

Court Reporter

Shirley G. Broom

BACKGROUND

This matter comes before the Court by way of a Rule to Show Cause issued by this Court on October 7, 2014 requiring Defendants Ron Ork and Luke Dong to show cause why, if any they can, they should not be held in civil contempt of this Court's prior orders regarding the dissipation of certain funds owned by Plaintiff.

The underlying case at bar concerns a power struggle between the parties as to control of the Plaintiff and its assets. That issue is not before this Court at this hearing.

1 of 8
(RKK)

RECORD ON APPEAL 5

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CLERK OF COURT
SPARTANBURG COUNTY
2015 JAN -7 PM 4:00
M. HOPE BLACKALL

This Court issued a written order dated April 21, 2014 ordering, "All Officers and Board of Directors members (of Plaintiff) will be the same as before the April 20, 2014 election pending the resolution of this matter." Further, this Court ordered that any funds withdrawn by the Defendants to be redeposited into Plaintiff's bank account within twenty-four hours of the date of the order. The said order was filed with the Clerk of Court for Spartanburg County the same day.

A hearing was held on April 25, 2014 regarding the temporary injunction. In a lengthy meeting with attorneys Talley, Phillips, Shealy and Gregg, the Court attempted to nurture an agreement as to the safekeeping of approximately sixty thousand dollars that had been withdrawn from Plaintiff's bank account but redeposited in accordance with this Court's direction. Reaching no agreement, the Court presided over the hearing itself and took the matter under advisement.

On April 29, 2014, the Court held a conference call with the lawyers for the parties to clarify a few matters and by email communication from the Court, the law clerk advised all five lawyers of the Court's decision and instructed Plaintiff's legal counsel to draft a proposed formal written order for execution. As is customary and usual, the lawyers sought clarification and modification of certain verbiage between themselves and a written order was signed May 15, 2014 and filed with the Clerk of Court for Spartanburg County on May 16, 2014.

The May 15, 2014 order granted, inter alia, Plaintiff's motion for a temporary injunction, expressly stated the order was intended to maintain the status quo during the pending litigation, directed Defendants to deposit the funds in dispute into a newly opened account, directed a lawyer from each party to be listed as signatory on the said account to be designated by the respective parties and directed that the funds be used to pay obligations of the Plaintiff on which the parties agreed. Further, the order directed no corporate action be taken except action agreed to by the parties.

Legal counsel for the parties met on June 27, 2014 to establish the new bank account to

2 of 8 (RRK)

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SPARTANBURG COUNTY
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M. HOPKINS
CLERK

This Rule To Show Cause ensued.

A hearing was scheduled and held on April 25, 2014 regarding the temporary injunction. A sidebar meeting was held and lawyers Scott F. Talley, Shannon M. Phillips, T. Camden Shealy and Larry E. Gregg, II were present and participated. The Court endeavored to reach an agreement by and between the parties on a temporary basis that would safeguard the approximately sixty thousand dollars but not prevent necessary bills for utilities and the like from being paid timely. The Court inquired of the lawyers as to whether or not one law firm or the other would be willing to hold the funds in its escrow account. Neither law firm desired to hold the funds and the Court later directed a new account be established with a lawyer from each party to act as signatory on behalf of their client. It is noteable that this sidebar lasted at least fifteen or twenty minutes where the Court expressed great concern for the preservation of the funds but when questioned by the Court on November 17, 2014, neither lawyer T. Camden Shealy nor Larry E. Gregg, II could recall the sidebar meeting.

3 of 8 RKK

Shealy nor Larry E. Gregg, II could recall this Court's concern. Lawyers Scott F. Talley and Shannon M. Phillips remembered it vividly as does this Court. At the conclusion of the hearing, the Court advised the lawyers the matter was under advisement. The April 21, 2014 order remained in full force and effect.

On April 29, 2014, the Court held a telephone conference with the lawyers for the parties to clarify a few matters. The Court advised the lawyers that instructions would be forthcoming. Unbeknownst to the Court and Plaintiff, Defendant Ron Ork issued check number 1163 dated April 29, 2014 on Plaintiff's bank account to a vendor in the amount of twenty thousand dollars. While lawyers T. Camden Shealy and Larry E. Gregg, II do not remember facts of their case two-hundred nine days after a hearing in April 2014, it is unfathomable to the Court that neither lawyer would not remember or share with their client the Court's concern for the preservation of the funds on April 25, 2014, where, as here, it was the main issue before the Court on a temporary basis. Nonetheless, Defendant Ron Ork conceded he issued the check less than ten days after this Court issued its order dated April 21, 2014.

By email to all lawyers dated May 2, 2014, the law clerk provided the ruling from the April 25 hearing to the lawyers and directions for its preparation and presentation for execution. All parties were represented by legal counsel and all five lawyers received the email communication from the Court. Nonetheless, Defendant Ron Ork conceded he issued check number 1164 dated May 7, 2014 on Plaintiff's bank account to a vendor in the amount of sixteen thousand, four hundred dollars and check number 1165 dated May 9, 2014 on Plaintiff's bank account in the amount of thirty-two thousand dollars. As previously stated, Defendant Ron Ork's three lawyers received written instructions electronically on the morning of May 2, 2014. It is inconceivable that at least one of the three lawyers did not relay such important information to their client prior to either of the two checks being issued. Assuming, arguendo, without conceding that neither lawyers Shealy nor Gregg remembered the Court's concern about preserving the funds at sidebar on April 25, 2014, both lawyers, together with Thomas A. Belenchia, Esq. were on actual notice of the Court's concern upon receipt of the May 2, 2014 email.

The Court executed a formal written order from the April 25, 2014 hearing on May 15, 2014.

CLERK OF COURT
SPRINGFIELD, ILL.
JAN - 7 PM 4:00
HALL BLAISEY

4 of 8
RRK

in accordance with instructions provided to the lawyers on May 2, 2014 by email. The order was filed with the Clerk of Court for Spartanburg County on May 16, 2014.

Lawyers from both parties met on June 27, 2014 for the purpose of opening the new account. Plaintiff's lawyers learned that only sixteen hundred, thirty-four dollars and seventy cents was available for deposit, not sixty-one thousand, four hundred dollars, less any amount agreed to be paid by each party in accordance with this Court's order.

ISSUE

- Did Defendant Ron Ork commit civil contempt of this Court's orders?
- Did Defendant Luke Dong commit civil contempt of this Court's orders?

DISCUSSION

The Court issued the first written order on April 21, 2014 expressly stating the order was intended to maintain the status quo during the pending litigation and any election held on April 20, 2014 was not valid or enforceable. The Court ordered that all officers and Board of Directors members be the same as before the April 20, 2014 election pending a resolution of the matter. And, the Court ordered the funds returned to Plaintiff's account within twenty-four hours. While the funds were redeposited into Plaintiff's account, Defendant Ron Ork issued check number 1163 dated April 29, 2014 on Plaintiff's account in the amount of twenty thousand dollars, less than ten days after the issuance of the order. Defendant Ron Ork's assertion that he was so authorized because that was the status quo is disingenuous where, as here, it was the election of April 20, 2014 that propelled Defendant Ron Ork and his supporting attendees into elected offices. The Court finds Defendant Ron Ork in civil contempt by issuing this check removing funds from Plaintiff's account.

The Court took all matters under advisement after a hearing on April 25, 2014. Implicit in the Court's decision to reflect on the matter was the fact the written order of April 21, 2014 remained

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RKK

in full force and effect until modified, superseded by a subsequent order or vacated. The Court's intention is found on page two of the May 15, 2014 written order which reads in part, "...to the extent this order conflicts with any previous order in this matter, this order supersedes such prior order." Defendant Ron Ork issued check number 1164 dated May 7, 2014 on Plaintiff's account in the amount of sixteen thousand, four hundred dollars and check number 1165 dated May 9, 2014 on Plaintiff's account in the amount of thirty-two thousand dollars. The Court finds Defendant Ron Ork in civil contempt by issuing both checks removing funds from Plaintiff's account.

Assuming, arguendo, without conceding that under any theory of law the April 21, 2014 written order expired after ten days, the Court finds Defendant Ron Ork in civil contempt by issuing both checks in violation of the Court's directive by electronic communication dated May 2, 2014 and formal written order issued May 15, 2014 and filed with the Clerk of Court for Spartanburg County on May 16, 2014. Defendant Ron Ork is represented by three lawyers, two of whom appeared with him at the April 25, 2014 hearing. All three lawyers participated in the April 29, 2014 conference call and all three lawyers received the email dated May 2, 2014 with the decision of the Court and instructions for preparation of the formal written order. Again, it is inconceivable that at least one of the three lawyers representing Defendant Ron Ork did not share such important information with their client.

Our Supreme Court is leading the way in the utilization of technology in the judicial branch of government. Paperless and electronic filing systems have been developed and are being tested in pilot counties. Members of the bar are required to have an email address and maintain it. Judges communicate by email and instant messages on equipment provided by the State. Advance sheets of new cases decided by the appellate courts are provided instantly on electronic medium.

The assertion by Defendant Ron Ork that both checks were issued before the order was reduced to writing and filed with the Clerk of Court is tenuous at best and reliance on Bowman is misplaced. Bowman v. Richland Memorial Hospital, 335SC88, 515SE2d259 (1999). Bowman was decided fifteen years ago before widespread use of email and other tools of technology

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commonly used today for instant communication. In Howman, an order was issued by the Court and filed with the Clerk of Court with neither party knowing the content of the order. However, in this case all five lawyers had actual knowledge of the Court's decision by email dated May 2, 2014 and all parties had constructive knowledge of the Court's decision on the same day.

Additionally, there are allegations of approximately thirty thousand dollars being received in Plaintiff's name or on its behalf that are unaccounted for by Plaintiff. That issue is not before the Court on this Rule to Show Cause but may be so on another day.

In a civil contempt proceeding, a contemnor may be required to reimburse costs and attorney fees where an action is necessary to enforce a court order. An attorney fee award is not punishment but indemnification to the party instituting the action. 17 Am. Jur. 2d contempt, sec. 241. (It is within the trial court's discretion to award reasonable attorney's fees to the prevailing party in a civil contempt proceeding.) After consideration, the Court finds an award of attorney's fees is warranted and the Court considered the factors in Glasscock in determining an amount. Glasscock v. Glasscock, 304 SC158, 403 SE2d 313 (1991).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- A. That Defendant Luke Dong is not in wanton and willful contempt of this Court's orders.
- B. That Defendant Ron Ork is in wanton and willful contempt of this Court's orders.
- C. That Defendant Ron Ork is sentenced to the South Carolina Department of Corrections for a period of five months provided, however, that he may purge his civil contempt by depositing the sum certain of fifty-nine thousand, seven hundred, sixty-five dollars and thirty cents into the newly established bank account belonging to Plaintiff within ninety days of the date of this order.
- D. That Defendant Ron Ork shall pay the sum certain of three thousand, five hundred dollars to the Talley Law Firm, P.A. within forty-five days of the date of this order as reasonable attorney's fees on behalf of Plaintiff.

706 B (RRK)

2015 JAN -7 PM 4:00
CLERK OF COURT
SOUTH CAROLINA
HOPE BLAUMLEY

IT IS SO ORDERED.

Given under my hand and the seal of this Court this 7th day of January 2015 at
Gaffney, South Carolina.


R. Keith Kelly
Circuit Court Judge
Seventh Judicial Circuit
Presiding.

CLERK OF COURT
SPARTANBURG COUNTY
2015 JAN - 7 PM 4:00
M. HOPE BLAQUEY

E. J. B.

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP4201622**

Spartanburg Buddhist Center Of South Carolina Luke Dong	Ron Ork	Ron Ork	Luke Dong
		Chivin Sun Sakhan Sok Sophay Pres	Robert Pek Sambo Khieav Tommy Ong

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant
	☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

See page 2.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

R. Keith Kelly
Circuit Court Judge

2165
Judge Code

31 Dec 2014
Date

For Clerk of Court Office Use Only

This judgment was entered on _____ of November 2014, and a copy mailed first class or placed in the appropriate attorney's box on _____ of November 2014, to attorneys of record or to parties (when appearing pro se) as follows:

Scott Franklin Talley 2500 Winchester Place Suite 100
Spartanburg, SC 29301

Thomas Alexander Belenchia PO Box 3421 Spartanburg,
SC 29304

Shannon Metz Phillips 2500 Winchester Pl, Suite 100
Spartanburg, SC 29301

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

M Hope Blackley - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

*Plaintiff's motion for Rule 11 sanctions is denied. The Court
issued a Rule to Show Cause against Defendants' attorney and Dany.
The Court addressed all matters in that order.*

RKK

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Spartanburg Buddhist Center of
South Carolina, Inc.,

Plaintiff,

Vs.

Ron Ork and Luke Dong,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE SEVENTH JUDICIAL CIRCUIT

2014-CP-42-1622

ORDER AND RULE TO SHOW CAUSE

This Court issued an Order Granting Temporary Injunction to Plaintiff Spartanburg Buddhist Center of South Carolina, Inc. on April 21, 2014, reinstating all officers and board of directors as they existed prior to April 20, 2014, pending resolution of the pending litigation and requiring any funds withdrawn from Plaintiff's bank account on or after April 18, 2014, to be returned to the said account within 24 (twenty-four) hours.

This Court held a hearing on April 25, 2014. Plaintiff was present and represented by legal counsel. Defendants Ron Ork and Luke Dong were present and represented by legal counsel. The Court expressed great concern for the safe guarding of the funds belonging to Plaintiff and the Court was assured by all parties through counsel that the funds were secure.

The Order of the Court, dated April 21, 2014, remained in full force and effect until modified by a subsequent written order dated May 15, 2014, and filed with the Clerk of Court for the County of Spartanburg May 16, 2014.

Upon information and belief, Defendants issued or caused or authorized to be issued check #1163 dated April 29, 2014, to Harvest Group, LLC in the amount of \$20,000, check #1164 dated May 5, 2014, to Harvest Group LLC in the amount of \$ 16,400 and check #1165 dated May 9, 2014 to Harvest Group LLC in the amount of \$32,000 for an aggregate total of \$68,400.00.

Upon information and belief, Defendants issued or caused to be issued or authorized check #1162 dated May 28, 2014, in the amount of \$1589.52 and check #1167 in the amount of \$561.00 to withdraw funds totaling \$2150.52 from Plaintiff's account.

Upon information and belief, the sum certain of \$70,550.52 has been dissipated in violation of the Court's prior orders.

To: Ron Ork and Luke Dong

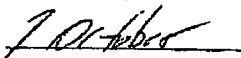
IT IS HEREBY ORDERED that you, Ron Ork and Luke Dong, **APPEAR BEFORE THIS COURT** on November 17, 2014, beginning at 9:00 a.m. in the Spartanburg Court of Common Pleas, located at the Spartanburg County Courthouse, 180 Magnolia Street, Spartanburg, South Carolina and show cause why, if any you can, you should not be found in willful and wanton contempt of this Court's prior order and punished according to law.

AND IT IS FURTHER ORDERED, that, pursuant to Rule 4(c) of the South Carolina Rules of Civil Procedure, this Order and Rule to Show Cause may be served by the Sheriff, his deputy, or by any other person not less than (18) years of age not an attorney in or a party to this action.

IT IS SO ORDERED!


R. KEITH KELLY
JUDGE OF THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

Spartanburg, South Carolina

 2014

CLERK OF COURT
SPARTANBURG COUNTY
2014 OCT -8 PM 3:21
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Spartanburg Buddhist Center of
South Carolina,

Plaintiff,

v.

Ron Ork and Luke Dong,

Defendants.

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

DOCKET NO.: 2014-CP-42-01622

ORDER

This matter came before the court on June 23, 2014 on several motions cited below. Present for the Plaintiff was Shannon Phillips, Esquire, and present for the Defendants were Camden Shealy and Larry Gregg, Esquires. Based upon the pleadings, memoranda, cases, and arguments of counsel, the court rules as follows:

Plaintiff's Motion to Amend the Complaint is moot. It appears that the original complaint was filed on April 21, 2014 and the motion to amend was filed on May 8, 2014. Pursuant to Rule 15, SCRPC, a plaintiff may amend the complaint once without order of the court at any time before the other party has answered or within 30 days after an answer is served. The Defendants stated at the hearing that they filed an answer to the Amended Complaint. All parties agreed that the Amended Complaint did not need an order of the court. Therefore, the Amended Complaint attached to the Motion is considered filed as of May 8, 2014.

Plaintiff moves for an expedited hearing on the declaratory judgment portion of the action it filed. The Amended Complaint seeks to declare the rights of the parties regarding the election of officers and the board of directors for the Spartanburg Buddhist Temple. Additionally, the action raises other legal claims separate and apart from the declaratory judgment for actions of the individual defendants. All parties agree that a decision on the declaratory judgment action may resolve the remaining portions of the lawsuit. In addition, a decision on the propriety of the election would resolve not only the injunction issued during the pendency of the action but also the leadership issue so that the corporation may continue its daily operations without the turmoil created by two groups each claiming the right to act on the corporation's behalf. The parties only dispute when the hearing should be conducted. The

SCANNED

Defendants, in their answer to the Amended Complaint, filed counterclaims against the Plaintiff and also cross-claimed against third party defendants who have not all been served. The third party claims by Defendants involve other claims for injuries between the parties, not a declaration relating to the election. The parties agree that any discovery on the issues raised in the declaratory judgment has been shared. The only matter to be determined is a date for the hearing.

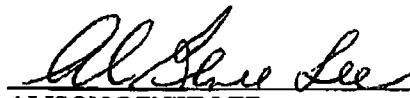
Based upon all of the information provided to the Court, the motion to expedite the declaratory judgment portion of the action is **GRANTED**. The parties shall meet with the Chief Administrative Judge for Civil Matters for the purpose of scheduling a hearing on the declaratory judgment portion of this action. A hearing shall not be scheduled except by order of the chief administrative judge or his designee.

Defendant's request for the court to issue an order for the corporation to call or conduct a meeting of its members pursuant to Section 33-31-160 or for a court ordered meeting pursuant to Section 33-31-703 is denied. The Defendants have not provided any factual basis for the court to intervene and order a meeting of its members or a court ordered meeting because an annual meeting has not occurred. The Defendants' counsel have made arguments, but there is no factual basis to demonstrate the necessity for a meeting under Section 33-31-160 as discussed in the notes to the section such as inaccurate records of the membership, members refusing to attend a duly called meeting, quorum requirement too high, or the corporation does not know who the members are. On the contrary, the Defendants have argued that a properly called meeting was held in April 2014. Under Section 33-31-703 a court ordered meeting may be allowed under certain circumstances. Defendants have failed to establish that the criteria set forth in the statute have been met. Again Defendants assert that an annual or regular meeting was held in April 2014, at the time it was required to be held under the Bylaws. Additionally, there is no evidence that a special meeting was requested by a person entitled to call a special meeting and that there was a refusal to conduct a special meeting.

The issues raised by the Defendants regarding the meeting can be decided in the declaratory judgment hearing. Evidence regarding the legality of the meeting under the Bylaws and the actions taken during that meeting are the subject of the claims raised by both parties. Ordering another meeting at the present time would only add confusion to the issues.

Defendants' motion is premature and not supported by facts presented to the court; therefore, the request/motion is **DENIED**.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

June 25, 2014
Spartanburg, South Carolina

2014 JUN 25 PM 4:33
M.1012.30.000107

ap
#3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
Plaintiff,	)	
	)	
v.	)	ORDER GRANTING TEMPORARY
	)	INJUNCTION
	)	
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

The Court, having considered the Plaintiff's Motion for Temporary Injunction and supporting affidavits, Defendants' Response and affidavits, oral arguments and a subsequent conference call with the parties, hereby GRANTS Plaintiff's Motion for Temporary Injunction. The Court finds Plaintiff will suffer irreparable harm if the injunction is not granted, there is no adequate remedy at law to protect Plaintiff from further actions by Defendants, and this Order is intended to maintain the status quo during the pending litigation of this matter.

It is hereby ORDERED that Defendants shall deposit the funds in dispute into a newly opened account, and only a lawyer from each party will be listed as signatory to that account, which attorney shall be designated by the respective party(ies). It is hereby ORDERED the bank account funds may only be used to pay obligations of Plaintiff on which the parties agree and for which the parties authorize their representative attorneys to sign.

It is hereby ORDERED that no bond shall be required.

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SPARTANBURG COUNTY
2014 MAY 16 PM 4:24
H. HOPE W. AUSTIN

1 of 2
RKK

It is hereby ORDERED that all parties shall be enjoined from encumbering assets of the corporation or entering into a contract on the corporation's behalf without leave from the Court during the pendency of this litigation.

It is hereby ORDERED that no corporate action may be taken on behalf of Plaintiff during the pendency of this litigation, except that to which the parties agree.

It is hereby ORDERED that to the extent this order conflicts with any previous order in this matter, this order supersedes such prior order.

Further, it is hereby ORDERED that Defendants' Motion to Dissolve the first injunction entered in this matter is DENIED.

It is so ORDERED.

May 15, 2014

Spartanburg, SC


THE HONORABLE R. KEITH KELLY

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SPARTANBURG COUNTY
2014 MAY 16 PM 4:24
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2 of 2
RKK

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of)
South Carolina, Inc.,)

Civil Action No. 14-CP-42-1622

Plaintiff,)

v.)

**ORDER GRANTING TEMPORARY
INJUNCTION**

Ron Ork and Luke Dong,)

Defendants.)

The Court has considered Plaintiff's Motion for Temporary Injunction and supporting affidavit, and it is the opinion of this Court that Plaintiff's Motion for Temporary Injunction should be GRANTED. The Court finds Plaintiff will suffer irreparable harm if the injunction is not granted, there is no adequate remedy at law to protect Plaintiff from further actions by Defendants, and this Order is intended to maintain the status quo during the pending litigation of this matter.

It is hereby ORDERED that Plaintiff is governed by its valid and enforceable Bylaws. It is hereby ORDERED that any election held which was improper under the Bylaws, including any election held on April 20, 2014, is not valid or enforceable. All officers and Board of Directors members will be the same as before the April 20, 2014 election pending the resolution of this matter.

It is hereby ORDERED that Defendants deposit any funds withdrawn from Plaintiff's bank account on or after April 18, 2014 back into Plaintiff's bank account within twenty-four (24) hours of this Order.



It is so ORDERED.

April 21, 2014

R. Keith Kelly
JUDGE PRESIDING
R. Keith Kelly
Circuit Court Judge
7th Judicial Circuit

FILED
CLERK OF COURT
SHERIFF'S OFFICE
2014 APR 21 PM 4:25
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of
South Carolina, Inc.,)

Plaintiff,)

v.)

Ron Ork and Luke Dong,)

Defendants.)

Civil Action No. 14 CP 42

2014-CP-42-1622

COMPLAINT

COMES NOW Plaintiff Spartanburg Buddhist Center of South Carolina, Inc., and complaining of the Defendants Ron Ork and Luke Dong, would respectfully show unto the Court:

1. Plaintiff is a corporation duly organized and existing pursuant to the laws of the State of South Carolina. Plaintiff is located in the County of Spartanburg, State of South Carolina and has been granted non-profit status pursuant to Section 501(c)(3), IRS, effective February 16, 2010.
2. Upon information and belief Defendants are members of the Plaintiff and scheduled an election as set forth in the attached Exhibits A and B for Sunday, April 20, 2014.
3. Since Plaintiff as it exists today came into being in May 2009, it has been governed by a Board of Directors pursuant to the Bylaws of Spartanburg Buddhist Center of South Carolina, Incorporated, as amended. Said Bylaws are attached as Exhibit C.
4. Defendants sent notice to some of Plaintiff's congregation members that Defendants intended to hold a meeting on Sunday, April 20, 2014 to elect a President of Plaintiff. However, since 2009, Sambo Khieav has served as President of the Plaintiff. No other

10. At the April 6, 2014 meeting, all Board Members present, but for Defendant Ork, voted not to have the meeting on April 20, 2014 due to its violation of the Bylaws. Said vote sheet is attached as Exhibit F.
11. Said Notification of the planned election, if valid on content, violates the Bylaws of the Plaintiff in that it was not sent to all members of the Plaintiff as required by Article 7, Section 4, and further, the notice was not sent by the Secretary of Plaintiff as required (see Article 7, Section 4 of the Bylaws).
12. Likewise, the Notice of General Meeting signed by Defendant Ron Ork (attached as Exhibit B) does not comply with any of the cited provisions of the Bylaws and is invalid.
13. Upon information and belief, Defendant Ork withdrew Plaintiff's building fund based on a petition allegedly signed by members on April 18, 2014. Plaintiff's funds are to be managed by the Treasurer, who may disburse funds at the will of the Board (Article 9, Section 9, Subsection D), and the President of Plaintiff is responsible for financial management of Plaintiff (Article 9, Section 6, Subsection 4). Neither the Board nor the President authorized the monk's withdrawal of funds from Plaintiff's account.
14. Upon information and belief, Defendants held the April 20, 2014 election, which the President and Board Members did not attend due to the impropriety of the meeting.
15. Upon information and belief, Defendants held the election in Plaintiff's temple in the presence of armed security guards, and the meeting was conducted by two of Defendants' attorneys in this matter.
16. Upon information and belief, members elected a new President and five new Board Members at the April 20, 2014 meeting.

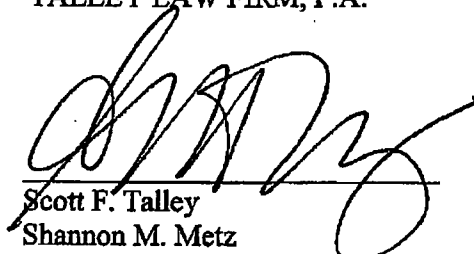
17. It is unclear how many members voted to elect a new President and/or Board members at this meeting.
18. Upon information and belief, the alleged new Board Members determined that they constituted the only current Board Members, and immediately had a special meeting on April 20, 2014 in which they waived the Bylaws' required notice to Board Members and voted to change the registered agent of Plaintiff and remove that registered agent as signatory on Plaintiff's bank accounts.
19. The actions of Defendants seek to convert Plaintiff's funds, invalidate the properly elected/appointed Board of Plaintiff, remove Plaintiff's officers, and invalidate the term of the President in violation of Plaintiff's Bylaws.
20. Plaintiff seeks a declaratory judgment pursuant to the statutory and common laws of the State of South Carolina that the Bylaws, attached hereto as Exhibit C, are valid and enforceable regarding the operation of the Plaintiff entity. Further, said order should reflect that any action in violation of the Bylaws, such as meetings on April 20, 2014 or any meeting not set pursuant to the applicable provisions of the Bylaws is not valid and any action taken is not binding upon the Plaintiff, its President, its Board or its members. Defendants should be ordered to account for and immediately return the funds improperly withdrawn from Plaintiff's bank account.

Wherefore, having set forth its complaint, Plaintiff prays that it recover a temporary injunction against Defendants acting on the results of any meeting not held in accordance with Plaintiff's Bylaws, as well as a temporary injunction ordering Defendants to return to Plaintiff any amounts improperly withdrawn from Plaintiff's bank account, together with costs and attorneys fees, and interest; and for such other and further relief as the Court deems just and

proper.

Dated this the 21st day of April, 2014.

TALLEY LAW FIRM, P.A.

A large, stylized handwritten signature in black ink, likely belonging to Scott F. Talley, is written over a horizontal line.

Scott F. Talley

Shannon M. Metz

2500 Winchester Place, Suite 100

Spartanburg, South Carolina 29301

864-595-2966

Attorneys for Plaintiff

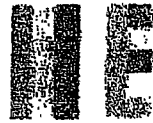
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M. HOLL BLANCHLEY

EXHIBIT A



ចម្បងព្រះពុទ្ធសាសនាក្រុងស្ទាតស័រ - ភូមិភាគត្បូង

Spartanburg Buddhist Center of South Carolina, Inc
770 Bryant Road, Spartanburg, SC 29303, Tel: 864-327-8726 / 468-416-8801
www.southcarolinabuddhistcenter.org



March 19th, 2014

សេចក្តីជូនដំណឹង

យើងខ្ញុំគណៈកម្មការរៀបចំបោះឆ្នោត សូមជម្រាបដល់បងប្អូនព្យាបាលមិត្តចំណុះជើងវត្តព្រះអង្គធំ ទាំងមូលសូមជ្រាបថា៖ នៅថ្ងៃអាទិត្យ វេលាម៉ោង ២ រសៀល ទី២០ ខែមេសា ឆ្នាំ២០១៤ ខាងមុខនេះ យើងខ្ញុំនឹងរៀបចំការបោះឆ្នោតជ្រើសរើស **ប្រធានគណៈកម្មការវត្ត** ដើម្បីជួយកិច្ចការងារវត្ត ក្នុងសហគមន៍ព្រះពុទ្ធសាសនារបស់យើង ដោយហេតុថាអាណត្តិរបស់ប្រធានគណៈកម្មការបានផុតកំណត់ ហើយ ។

សេចក្តីដូចបានរាយខាងលើនេះទុក ជាការអញ្ជើញព្យាបាលមិត្តបងប្អូនទាំងអស់ សូមមេត្តាមកចូល រួមបោះឆ្នោតឱ្យបានគ្រប់ៗ គ្នាកុំបីខានឡើយ ។

Notification

We, the election commission, would like to inform everyone, especially all lay Buddhist devotees of Wat Preah Ang Thom that at 2:00 p.m. on April 20th, 2014, we are going to organize an election to choose a new President of the Spartanburg Buddhist Center of South Carolina, Inc., to help the temple in our community as the mandate of the current president has come to an end now.

This notification serves as an invitation for everyone (all lay Buddhist devotees) to come to the temple to join the upcoming election.

Signed and approved
3/19/2014

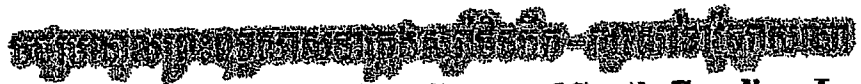
- 2014 Presidential Candidates

 - 1-Mr. Sambo Khiev
 - 2-Mr. Khounnoeuy Sok
 - 3-Mr. Chivin Sun

Signature

Luke Dong
Chief Election Commissioner

EXHIBIT B



Spartanburg Buddhist Center of South Carolina, Inc
770 Bryant Road, Spartanburg, SC 29303, Tel: 864-388-1138 / 408-416-8801
email: wtpreabhangthone@gmail.com www.patsc.org



NOTICE OF GENERAL MEETING OF MEMBERS SPARTANBURG BUDDHIST CENTER OF SC, INC ("SCBSC,INC")

Notice is hereby given to all Members of SCBSC,INC, that the General Meeting of Members of SCBSC,INC("Meeting") will be held:

Date: April 20, 2014

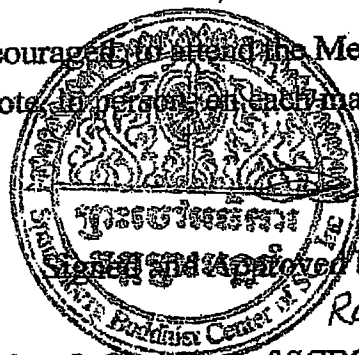
Time: 2:00 P.M.

Location: 770 Bryant Road, Spartanburg, SC 29303

Matters to be discussed and voted on include those matter authorized under Article 7, Section 3 of the By-Law, which include:

- * Election of the new President.
- * Election of the new Board of Directors: V.President, Treasury and Secretary.
- * Any other new business related to SCBSC,INC.

All Members of SCBSC,INC, are entitled, and encouraged to attend the Meeting. Each member of the Congregations is entitled to vote on each matter.



Signature and Approved by
Abbott & Chairman of SCBSC,INC

EXHIBIT C

BY-LAWS
OF
SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED

ARTICLE 1- Background

May 15, 2009, Board of Directors of another nonprofit organization called Cambodian Society of South Carolina Incorporated unanimously approved a resolution to taking over the abandoned Wat Lao Buddha Ratanaram, Inc. a Buddhist Temple that was located at 770 Bryant Road, Spartanburg, SC 29303.

At the time, the CSSC, Inc. had been renting places to have their fund raising activities to help our Cambodian people who are facing variety of hardship such as job losses, severe illnesses etc... There were reasons behind this taking over Wat Lao. A) 95% of Cambodian people are Theravada Buddhists C) the CSSC, Inc. needed a place to teach Cambodian children our language and culture. D) The Buddhist Temple has kept the Khmer Culture and language which have survived through many generations of civil unrest and the under French Colony period back then in our home country Cambodia.

ARTICLE 2- Name of Organization

Our Temple attorney advised us to change Wat Lao Buddha Ratanaram to something else. The CSSC, Inc Board of Directors had changed this name to Spartanburg Buddhist Center of South Carolina Incorporated which was officially incorporated. Then have a complain from Temple members that the long name of Spartanburg Buddhist Center of SC, Inc. is difficult to pronounce. We did propose a few fictitious names to select and the majority of them wanted it to be called WAT PREAH ANG THOM.

ARTICLE 3- Principal Office

SECTION 1. Permanent Office shall be at 770 Bryant Rd, Spartanburg, SC 29303-5002

SECTION 2. Permanent files and documents will be stored at the Temple attorney office

SECTION 3. Copies of these permanent files and documents can only be distributed to these

Corporate officers:

- 1- Head monk or Chau Athikar of Spartanburg Buddhist Center or in short Wat Preah Ang Thom
- 2- Current elected Temple President
- 3- Current Spartanburg Buddhist Center Corporate Registered Agent

ARTICLE 4- Compliance with State and Federal Laws

To comply with Guidelines For South Carolina Nonprofit Organizations Chapter 31 Title 33 of the 1976 Code and a new Chapter (56) of Title 33 which was added to the State Code of Laws to govern fund raising activities of Charitable Organizations in South Carolina. This South Carolina Guidelines Laws provides the legal context under which the nonprofit Corporations operate in the State of South Carolina.

ARTICLE 5- Mission Statement of the SBCSC, Inc.

Spartanburg Buddhist Center of South Carolina Incorporated is a religious nonprofit organization serving and representing all THERAVADA BUDDHISM, the Elder School which is the original oldest school in Buddhism. It has been introduced to the world for 2,555 years by the Buddha Himself, then the lay Buddhist followers have kept and spread his Teaching through out the globe. It is the basic of our Buddhists custom to observe the Five Precepts everyday. They are the following:

- 1- Observe the precept of refraining from taking life 2- Observe the precept of refraining from taking what is not given. 3- Observe the precept of refraining from sexual misconduct. 4- Observe the precept of refraining from false speech. 5- Observe the precept of refraining from taking intoxicating drinks that lead to intoxication and delay.

We offer many services to foil the need of lay Buddhists:

- 1- Organize Merit-Making Ceremony in the Temple or in the people houses
- 2- Officiating the Buddhist wedding Ceremony
- 3- Spiritual Counseling the Buddhist way to cope with problems that free society experiencing.
- 4- Organize Buddhist funeral services at Spartanburg Buddhist Center or at Funeral Homes
- 5- We offer Insight Meditation classes to all Buddhists or non Buddhists practice. Languages use:
English or Cambodian
- 6- Offer educational classes : Cambodian language classes and ESL classes to all Temple members
Whose mother tongues are not English. These classes will be taught by either American volunteers
or by former Cambodian professional.
- 7- Other services are provided by request

ARTICLE 6- Logo for Spartanburg Buddhist Center of SC, Inc. (SBCSC, INC.)

The symbol for SBCSC, INC. is outlined in blue circle, the upper half is spelled out in capital letter as "SPARTANBURG BUDDHIST CENTER" with the bottom half with Khmer language same English meaning, except in Khmer, we include City and State. **មជ្ឈមណ្ឌលព្រះពុទ្ធសាសនាស្ប៉ាមីក-សៀមរាប** There are two red dots to separate English and Cambodian. In the center of the circle, we use the color brown 8 spokes of the DHAMMA WHEEL which is the main Dhamma Teaching in Buddhism. This logo symbol is registered as Temple trade-mark. It has been submitted to the Department of Secretary of State of South Carolina. Any change to the trade mark, name or logo has to be made by the majority of the Board of Directors. Corporate SEAL will be different, there is color to the back ground.

ARTICLE 7- Spartanburg Buddhist Center Membership

SECTION 1- Members' Rights and Benefits

The corporation shall have only one category of members. Each and every member shall be:

- 1- Being a faithful lay person who believes in Buddha's Enlightenment and practice loving kindness, obey Buddhist rules and this Bylaws.
- 2- All lay persons including their children of all ages shall be the members of this SBCSC, INC.
- 3- Membership is free of charge, except we require that you give the SBCSC, INC. the full name of head of household and addresses for Temple mailing purposes. It is a way to inform members of Buddhist Congregation events.
- 4- Spartanburg Buddhist Center of SC will open to members and public to use the facility for Merit making Ceremony and Buddhist birthday.
- 5- The voting rights to select the President, the Board of Directors and major corporate decisions. Each member of the Congregation shall be entitled to vote in person on each matter submitted to a vote by members, by the Board or by the Officers.
- 6- The rights to run for the President or the Board of Directors
- 7- The benefits of being the member of a large group of Cambodian family and other nationality as a community in the upstate of South Carolina who willing to work together to improve and to support each other and our Temple.

SECTION 2- Members' Obligation

Each and every member shall be obligated to:

- 1- Request to be virtuous member and be loyal to SBCSC, INC. for the life of your membership
- 2- Actively participate into the corporate business including attending annual and special meetings.

SECTION 3- General meeting of members

A general meeting of members shall be held during the month of APRIL to elect the new President or the new Board of Directors or both, and to make any decisions related to the matter of the Corporation.

SECTION 4- Written notice of any annual or special meetings shall be given to each member no less than seven (7) days before the date of such meeting, either personally or by mail, E-mail or by the secretary of the corporation.

SECTION 5- Quorum at any meeting

The presence in person representing three-fourth(3/4) of the members shall constitute a quorum at any meeting of the Board of Directors. If, however, such a quorum shall not be present, the members present in person, shall have the power to adjourn the meeting and to decide the date, time and place of another one. The second meeting shall transact any business which might have been transacted at the adjourned meeting, regardless of the number of members present. A quorum shall consist of no less than 4 members of the Board of Directors.

ARTICLE 8- Board of Directors

SECTION 1- Number of Board of Directors

Base on South Carolina Guidelines, Section 3, page 12 under title "THE NON PROFIT ORGANIZATION'S FIRST BOARD OF DIRECTORS". The nonprofit Corporation shall have at least three(3) governing Board of Directors and three Officers. These Officers are President, Secretary and Treasurer. One person may hold two of these three offices, so you can have a President/Treasurer, Secretary/Treasurer, and also have President/Secretary. Given the fact that "public benefit" corporation cannot be owned privately and private inurement by members of its governing Board is prohibited, it is recommended that this first Board, at minimum, be comprised of five to seven individuals. If there are members who are related they should not constitute the majority of the Board of Directors.

SECTION 2- Head monk and Lay Buddhist Officers

Head monk or CHAU ATHIKAR has to be appointed by majority vote of the Board of Directors secret ballots. The monk who won the majority vote will serve the highest honored as **Chairman of the Board**. He will oversee Temple overall operations and Leader of Buddhist Religion in Spartanburg Buddhist Center of South Carolina. He shall work closely with the legal Board of Directors, strong supporters and all Temple lay Buddhist members. He also have to abide by these bylaws or State and Federal laws that allowed a nonprofit Organization to operate under their *Guidelines*.

SECTION 3- Qualifications for both the Head monk and Temple Lay Buddhist President

Any reputable monk who is qualified to be a leader in Buddhism will be appointed a head monk or (Chau Athikar) to lead the Buddhist Religious Ministry by the Temple Board of Directors. Only reputable Lay persons of this Corporation may serve as or run for the Directors or the President of this SBSG, Inc a religious nonprofit Corporation.

SECTION 4- General Standard for the Directors

A Directors shall discharge his or her duties as a Director, including his or her as member of a Committee in good faith, with care like an ordinary prudent person holding same position would exercise under similar circumstances and in a manner the Directors reasonably believes to be the best interest of the Corporation.

SECTION 5- Duties and Responsibilities

Subject to the provisions of the laws of the state of South Carolina and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate responsibilities shall be exercised by or under the direction of the Board. The business, property and affairs of the Corporation shall be managed by the Board of Directors. Among specific responsibilities that may be lineated are the following:

- 1- To alter, amend or repeal these Bylaws by the majority of those voting, at any regular or special meeting duly convened after notice to the Directors of such purpose. Thirty (30) days notice to Directors of the meeting in which an amendment is to be approved by the members and the notice is required to state that purpose or one of the purposes of the meeting is to consider a proposed amendment of the Bylaws and contains or is accompanied by a copy or summary of the amendment or states to general nature of the amendment.
- 2- To enter the legal binding agreements or contracts between the Corporation and any individual organization, Or Government entity.
- 3- To establish policies, codes and operating procedures relative to the conduct of business related to these Bylaws and to make amendments to these Bylaws and to resolution and other action which the Board may take that will required sustained activity by the organization. Correspondingly, the Board shall direct the Officers to develop administrative procedures to ensure that all laws, regulations, rules and policies issued by the Board are supported within the day to day operation of the organization.

- 4- To cause any annual or periodic report required under the law to be prepared and delivered to an office of this State or to members of this Corporation, to be prepared and delivered within time limit set by law.

SECTION 6- Terms of Office

Each Director shall hold office for a period of three (3) years or until his or her successor is elected or qualified. A member may be elected to be the Director by the Board of Directors or by the majority vote during the annual members' meeting in the month of April.

SECTION 7- Place and Schedule of Meeting

Meeting shall be held at the Principal office of the corporation unless otherwise provided by the Board or at such other places as may be designated from time to time by resolution of the Board. Regular meetings of the Board of Directors shall be held on the **first Sunday of each month at noon**, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same place and hour on the following Sunday.

SECTION 8- Special Meeting

Special meeting of the Board may be called by the monk, Chairman of the Board or the President or by any two Directors, if different, by the person specially authorized under the laws of this State to call special meeting of the Board of the Directors.

SECTION 9- Notice of meetings

Unless otherwise provided by the Articles of Incorporation, these Bylaws or provisions of the laws, the following provisions shall govern the giving of notice for meeting of the Board:

- a) **Regular Meetings:** No notice need be given of any regular meeting of the Board, but notice shall be given if, by necessity, the place of meeting shall be temporary changed from that which has been designated by resolution of the Board of Directors.
- b) **Special Meetings:** At least one week prior notice shall be given by the Secretary of the Corporation to each Director of each special meeting of the Board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine or by E-mail and shall state the date, place and time of the meeting and matters proposed to be acted upon at the meeting. In case of facsimile or E-mail notification, the Director to be contacted shall acknowledge persona; receipt of the facsimile notice by return message or telephone call within 24 hours of the first facsimile transmission.
- c) **waiver of Notice:** Whenever notice of a meeting is required to be given to any Director of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the laws of this State, a waiver of notice in writing signed by the Director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 10- Conduct of Meeting

Meetings of the Board shall be presided over by the Chairman of the Board, or, in his or her absence, the President or Vice-President of the Corporation shall conduct the Board Meetings or if no such person presented, the Corporate Secretary shall have the authority to preside over this Board Meeting and he or she shall also acts as Secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Corporate Secretary of the Board Meeting. Meeting shall be governed by common rules, restriction and customs of civilized society, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with the provisions of law of the State.

SECTION 11- Vacancies of Board of Directors

Vacancies on the Board of Directors shall exist one(1) on the death, resignation or removal of any Director, and shall exist two(2) whenever the numbers of authorized Directors is increased. Any Director may resign effective upon given a written notice to the President or to the Chairman of the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign, if the SBCSC, Inc. would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Office of the State Attorney General or other appropriate Agency of this State. Unless otherwise prohibited by the provisions of the law. Vacancies on the Board of Directors may be filled by majority of the Board, if the number of Directors then in office is less than a quorum which is three quarters (¾) of Directors or by a sole remaining of Director(s). A person elected to fill vacancy on the Board shall hold office until the next election of the Board or until his or her death, resignation, or removal from office.

SECTION 12- Directors' Liability

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Spartanburg Buddhist Center of South Carolina Incorporated. They are sole volunteers for the noble work to benefit the public.

SECTION 13- Liability Insurance for SBCSC, Inc.

Except as may be otherwise provided under provisions of the law, the Board may adopt a resolution authorizing of the purchase and maintenance of insurance on behalf of any agent of the Corporation including(Chairman of the Board, President, Board of Directors ,Officers, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or the provisions of State laws.

ARTICLE 9 – EXECUTIVE OFFICERS

SECTION 1- Designation of Officers

The Executive Officers of the Corporation shall be the President, Vice –President, Head monk, Treasurer, and other such Officers with such titles and qualifications as determine by the Board.

SECTION 2- HEAD MONK (CHAU ATHIKAR)

Head monk (Chau Athikar) is one of the exception, he will be appointed by Board of Directors' majority vote secret ballots. He will serve the highest honored as Chairman of the Board, Leader of Buddhist religion, Chief Ministry of all Buddhist Ceremonies In Spartanburg Buddhist Center. He is also providing counseling to all Lay Buddhist members of all levels.

SECTION 3- Election of President

The President of the Corporation will be elected by all Lay Buddhist members of the Temple during Annual meeting in the month of April. The term of President is three(3) years. The two Vice Presidents, the Secretary, the Treasurer, and other Officers will be selected by the President and approved by the Board of Directors.

SECTION 4-Removal and Resignation

Officers may be removed from office by the majority vote of the Board members and Officers present and voting at a special meeting presided by the Chairman of the Board. All Directors and Officers shall be notified of proposal in notice of the meeting. The member in question shall have the opportunity to be heard, and the discussion shall be in order before the voting. Voting shall be by secret ballots.

Any Officers may resign at any time by giving a written notice to the Chairman of the Board or to the President of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and the acceptance of such resignation shall be necessary to make it effective and approved by the Board. The above provisions of this section shall be superceded by any conflict terms of a contract which has been approved or ratified by the Board relating to the employment of any Officer of the Corporation.

SECTION 5- Vacancies of Officers

Vacancies caused by the death, resignation, removal, disqualification of any Officer, or otherwise, shall be filled by the Board. In the event of a vacancy in any office other than that of the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. The vacancies occurring in office of Officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 6-Duties of the President

Unless otherwise determined by the Board of Directors, the President should have the usual duties of an executive officer with general supervision over and direction of the affair of the Corporation. In the exercise of these duties and subject to limitation of the laws of South Carolina, these Bylaws, and the actions of the Board of Directors, he or she may appoint, suspend, and discharge employees and agents and shall be a member of all Committees. The President shall also do and perform such other duties as from time to time may be assigned by the Board. The President shall report to the Board, written or oral reports, and frequency of the reports are to be determined by the Board. The responsibilities of the President include the followings:

1. **Strategy Planning and Implementation** : in consultation with the Board, set strategic vision and ensure the achievement of organizational objectives.
2. **Organize all Merit-making Ceremonies** : Prepare programs of events on a monthly basis, mail out Programs of such Buddhist Ceremonies to members and non members.

3. **Maintenance of Temple Property :** Coordinate and mobilize the volunteers to help all kinds of Temple works and special projects. He also work closely with the Head monk, the strong supporters and provide accommodation to all members and friends.
4. **Financial Management :** work with the Executive Committee, Treasurer, Secretary, including the Head monk(Chau Athikar) to discuss the way to run Temple business in a more efficient operation.
5. **Volunteer Management :** Create energy and enthusiasm to mobilize volunteers in governance participation structures that elicit their commitment to the achievement of Spartanburg Buddhist Center or Wat Preah Ang Thom objectives.
6. **Administrative Works:** put into effect all directives and resolutions of the Board of Directors and preside over all meetings. Keep all Minutes and important meeting papers as permanent record for the Corporation.
7. **Public and Community Relations :** Serve as the lead Representative of Spartanburg Buddhist Center and represent the Organization in appropriate groups and networks consistent with the mission of the Buddhist Temple. Oversee design, marketing, and image areas of the Temple. Build good relationship with donors, contributors, Foundations, Companies and strategic partners.

All responsibilities will be met by working in collaboration with Board members, standing Committee members, paid staffs and Community partners. Success comes mainly through leading, delegating, and motivating others to participate in the work of the Organization.

SECTION 7- Duties of Vice-President and Assistance Officers

Unless otherwise determined by the Board, the Vice-President and Assistant Officers shall have the power and perform the duties of his respective officer. Vice-President and Assistant officers shall have such ranks as shall be designated by the President and approved by the Board and each, in order of rank, shall act for such superior officer in his absence or upon his disability or when so directed by such superior officer or by the Board. *To be an effective Vice-President, one must:*

- Be prepare to take over the Presidential responsibilities at any time;
- Be prepare to assist the President in any way;
- Be prepare to take on any specific duty that is requested of you by the President;
- Model appropriate behavior and be aware of your limitations;
- Call issues to attention of the President.

SECTION 8- Duties of Secretary

The Secretary shall :

- A) Keep all original or copy of these Bylaws including the new amended and otherwise altered one to date at the Corporate Principal office.
- B) Keep a book of minutes of all meetings of the Board of Directors, and if applicable, meetings of Committee of Directors and of members, recording therein the time, date and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or presented at the meeting, and the proceeding thereof.
- C) shall see that all notices are duly given in accordance with provisions of these Bylaws or as required by laws of this State.
- D) Be a custodian of records and of the seal of the Corporation and affix the seal as authorize by these Bylaws and to duly executed documents of the Corporation.
- E) Keep at the Principal office of the Corporation a membership book containing the names and addresses of each and any members, and, in the case where any membership has been terminated , he or she shall record such facts in the membership book together with the date on which such membership ceased.
- F) Exhibit at all reasonable times to any Director of the Corporation , or to his or her agent or attorney , on request thereof, the Bylaws, the membership book, and the minutes of the proceedings of the Directors of the Corporation.
- G) In general, perform all duties incidents' to the Office of Secretary and such other duties as may be required by laws , by the Articles of Incorporation, or by these Bylaws or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9- Duties of Treasurer

The Treasurer shall :

- A) have charged and custody of, and be responsible for, all funds and securities of the

Corporation, and deposit all such funds in the name of Corporation in such banks, Trust Companies, or other depositories as shall be selected by the Board.

- B) Received and give receipts for, moneys due and payable to the Corporation from any source whatsoever.
- C) Maintain an up to date lists of names and addresses and contributions of the Corporation Members and issue receipts for all kinds of contributions.
- D) Disbursed, or caused to be disbursed, the funds of the Corporations may be directed by the Board, taking proper vouchers for such disbursements.
- E) Keep and maintain adequate and correct accounts of the Corporation's properties and its business transaction, including account for its assets, liabilities, receipts, disbursements, gains and losses.
- F) Exhibit at all reasonable times the book of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefor.
- G) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
- H) Prepared or caused to be prepared, and certify, or caused to be certified, the financial statements to be included in any required reports.
- I) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by laws, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

ARTICLE 10 – CONFLICT OF INTEREST

Conflict of interest and fraudulent acts described in the Code of Business Ethics. They are absolutely prohibited and punishable by state and Federal laws.

ARTICLE 11- NON PROFIT PURPOSES – IRC Section 501(c) 3

This Corporation is organized exclusively for the purposes as specified in section 501(c)3 of the Internal Revenue Code, including, for such purposes, the making distributions to organizations that qualified as exempt organizations under Section 501(c)3 of the Internal Revenue Code. In addition to complying with Section 501(c)3 of the Internal Revenue Code, the Bylaws of this Corporation is written based on the South Carolina law Title 33- Corporation, Partnerships & Associations: Chapter 31 South Carolina Nonprofit Corporation Act, Section 33-31-206. Therefore the South Carolina law shall be consulted and used for the provisions not specifically addressed in this Bylaw.

ARTICLE 12- DISSOLUTION OF SPARTANBURG BUDDHIST CENTER OF SC, INC

Upon dissolution of this Corporation, its assets remaining after payment, or provision for payments, of all debts and liabilities of this Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)3 of the Internal Revenue Code or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state. All Board of Directors must approve the dissolution.

ARTICLE 13- TRANSLATION TO OTHER LANGUAGE

Some documents may be translated into Cambodian language for distribution, information and communication with its Cambodian members. All Cambodian language documents must have their corresponding English language documents. In case there are conflicts, the documents in English language will take precedent over the documents in Cambodian language.

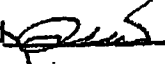
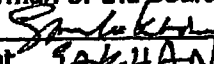
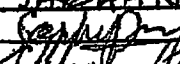
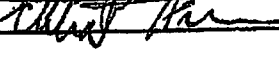
ARTICLE 14- Amendment of Bylaw

This Bylaw, or any of them, may be altered, amended, or repealed and new Bylaws will be adopted and approved by the majority vote of the Board of Directors.

ARTICLE 15 – Majority Approval to this Bylaws

This Bylaws has been modified several times since we incorporated our SBSC, Inc. on February 16, 2010. All members of the Board of Directors have unanimously approved this this Bylaws. Their names and signatures are on the attachment page:

Board of Directors' names and signatures attachment page.

1-Venerable Ron Ork, Temple Abbott, Chairman of the Board		date 2/11/2012
2-Mr. Sambo Khleav, SBSC, Inc. President		date 2/11/2012
3-Mr. Sakhan Sok, SBSC, Inc. Vice President	SAKHAN SOK	date 2-11-2012
4-Mr. Sophay Pres, SBSC, Inc. Treasurer		date 2-11-2012
5-Venerable Chhat Him, SBSC, Inc. Secretary		date 2/11/2012

Article 15 is the last article in this SBSC, Inc. Bylaws which began on May 15, 2009

EXHIBIT D

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of)
South Carolina, Inc.,)

Plaintiff,)

v.)

Ron Ork and Luke Dong,)

Defendants.)

Civil Action No. 44 CP-2

2014-CP-42-1622

AFFIDAVIT

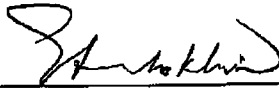
I, Sambo Khieav, after being duly sworn deposes and states as follows:

1. I, Sambo Khieav, have been President of the Spartanburg Buddhist Center of South Carolina, Inc. since 2009.
2. When my three year term ended in 2012, no one was offered for election, and so I have served another three year term.
3. My current term is scheduled to end in April 2015.
4. The President and Board of Directors for the Spartanburg Buddhist Center of South Carolina, Inc. are elected at an annual April meeting every three years.
5. In March of this year, Defendant Luke Dong sent a notice to some members regarding an upcoming election.
6. In the March notice, Dong purports to be Chief Election Officer, but that position was not properly created by the Board of Directors; rather, Dong created the officer position and appointed himself improperly.

7. The Board of Directors notified Defendants that the April 20, 2014 election would be improper, yet Defendants continued to notify certain members that an election would be held.
8. The annual meeting was held April 6, 2014 this year. *See* Exhibit F to Complaint.
9. No elections were held at the annual meeting this year because neither the office of the President nor the Board of Directors' positions had a term ending this year.
10. At the April 6, 2014 meeting, all Board Members present, but for Defendant Ork, voted not to have the meeting on April 20, 2014 due to its violation of the Bylaws.
11. After that meeting, Defendants sent another notice(s) that a meeting would be held on April 20, 2014 to elect a new President and Board of Directors.
12. The notice was not sent to all members as required by the Bylaws. The notice I received was not proper because it was not sent by the Secretary, as required by the Bylaws.
13. Upon information and belief, Defendant Ork withdrew the funds in Spartanburg Buddhist Center of South Carolina, Inc.'s bank account on April 18, 2014 without my authorization or authorization from the Board of Directors. Such a withdrawal was improper.
14. Upon information and belief, a meeting was held April 20, 2014 and a new President was allegedly elected at that meeting. I did not attend this meeting because it was improper.
15. Upon information and belief, the attached Exhibit A was distributed to the members in attendance at this meeting.
16. The meeting was improper because my term was not complete, the matters voted upon are matters for the annual meeting (which was already held this year), and notice of the meeting was not properly given to all members.

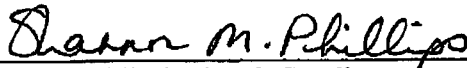
17. The April 20, 2014 meeting was improper and any results from said meeting are invalid.

Further, the Affiant sayeth naught.



Sambo Khiev

Sworn to before me this 21st
day of April, 2014



Notary Public for South Carolina
My Commission expires: 1/13/24

EXHIBIT A

To Affidavit of Sambo Khiev

I would like to start off by thanking everyone for being present at the General Meeting of the Members of Spartanburg Buddhist Center of South Carolina, Incorporated.

- As per the Bylaws of SBCSC, INC, it is every Members obligation to actively participate in the corporate business, which includes attending annual meetings.

Spartanburg Buddhist Center of South Carolina, Inc. was incorporated on February 16, 2010. As per Article 8, §6 of the Bylaws, the term of office for Board of Directors is 3 years, or until his or her successor is elected. As per Article 9, §3 of the Bylaws, The President may be elected at the General Meeting held during the month of April, and the term of office for President is three (3) years. The Bylaws do not have a provision which allows the President, by default, to be assigned to the office for another 3-year term. Therefore today at the General Meeting of the Members for 2014, we will elect the new President and the Board of Directors as permitted under Article 7, § 1, §§ 5

- I. At this time I would like to open the General Meeting of the Members
 - a. **I need someone to acknowledge that all members received proper notice of the meeting as required per Article 7, Section 4 in the Bylaws.**
- II. Open the floor for nominations
 - a. **Motion to nominate GROUP**
 - b. **Second that Motion to nominate GROUP**
 - **Hand out paper with GROUP names to the members.**
 - c. "It has been moved and seconded that ... (state the motion) ..., is there any discussion?" → Any discussion must be limited to 30 seconds.
 - If discussions go on for too long we will need a Motion to Limit Debate to 3 or 5 more people.
 - i. **Motion to close discussions**
 - ii. **Second Motion**
 - iii. **Vote to close discussions**
- III. Any other motions for nomination
 - a. **Motion to close nominations**
 - b. **Second Motion**
 - c. **Vote to close nomination process**
- IV. Now that discussions are closed, at this time we will take a vote on the nominated individuals.
 - a. All in favor of electing the nominated individuals move to the right side of the room,
 - b. All who oppose move to the left side of the room.
- V. Motion is carried. Introduce new President and Board of Directors.
- VI. Close Meeting
 - a. **Motion to adjourn**
 - b. **Second Motion**

EXHIBIT E

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SPARTANBURG, SC 29303

OFFICIAL USE

Postage	\$ 00.49	0316
Certified Fee	\$3.30	28
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 06.49	04/01/2014

Sent To **ROBERT P. PEK**
 Street, Apt. No.,
 or PO Box No. **2020 CHESNEE HWY**
 City, State, ZIP+4[®] **SPARTANBURG, SC 29303**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
VENERABLE RON ORK
770 BRYANT RD.
SPARTANBURG, SC 29303

2. Article Number
 (Transfer from service label)
7012 3460 0002 4534 9059

PS Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☐ Addressee

B. Received by (Printed Name) **ROBERT P. PEK** Date of Delivery **4-2-14**

C. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type
☒ Certified Mail[®] ☐ Priority Mail Express[®]
☐ Registered[®] ☐ Return Receipt for Merchandise[®]
☐ Insured Mail[®] ☐ Collection Delivery

4. Restricted Delivery/IFPM Fee



មជ្ឈមណ្ឌលពុទ្ធសាសនាក្រុងស្មាតប៊័ន ភូមិភាគត្បូង អាមេរិក រដ្ឋអាត្លង់តិក

SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED

A RELIGIOUS NON PROFIT ORGANIZATION

770 BRYANT ROAD, SPARTANBURG, SC 29303-5200

**Temple President: Sambo Khleav
(864)621-6764**

**Temple Registered Agent & Incorporator: Robert P. Pek
(864)621-9362**

March 27, 2014

Dear Venerable Ron Ork:

The board members of Spartanburg Buddhist Center of South Carolina Incorporated (SBCSC) would like to notify you, Venerable Ron Ork, that we do not recognize the election process for April 20, 2014. There is no Chief Election Commissioner position on the board and Luke Dong is not authorized to hold such position, nor is he authorized to conduct such event. To hold an election or any such event, the President of the organization and its board members must be notified and majority approval must be granted, or at the end of the President's term.

The President's first term ended April 2012. However, no one was nominated, nor did anyone volunteer to be a presidential candidate. Therefore, Mr. Sambo Khleav, being President at the time, by default was assigned to the position for another term, ending April 2015, which was approved by members of the Board. Any removal process of the President, or any Executive Officers, must be conducted by the majority of votes from the Board members. (By-Laws Article 9, Section 3 & 4)

The notice posted states an election for a new president is to take place on April 20, 2014 and was signed and approved on March 19, 2014. However, no board members were made aware of such event, nor any board members signed such approval, therefore it is invalid.

You, Venerable Ron Ork, signed the By-Laws on February 11, 2012 and therefore, you must abide by the By-Laws, because it is legal and binding. Should you proceed with the election as planned without Board members approval, the result shall not be recognized by the Board and deemed invalid. Legal actions may be pursued if necessary.

1. Sambo Khleav, President
2. Sakhan Sok, Vice-President
3. Chivin Sun, PhD, Vice-President
4. Robert Pek, Temple Registered Agent
5. Sophay Pres, Treasurer
6. Tommy Ong, Corporate Secretary
7. John Marshall, General Advisor
8. Pisith Chea, General Advisor
9. Sakhan Chhim, Board Member
10. Hong S. Sor, Board Member
11. Sytheng Pich, Board Member
12. Choeun Chheang, Security
13. Samnang Touch, Security
14. Sothy Kong, General Advisor
- 15- Vuthy Sam, Board member

<i>Sambo Khleav</i>	3/27/2014
<i>SAKHAN SOK</i>	3-28-2014
<i>Chivin Sun</i>	3-30-2014
<i>Robert P. Pek</i>	3/27/2014
<i>Sophay Pres</i>	3/27/2014
<i>Tommy Ong</i>	03/27/2014
<i>John Marshall</i>	3/27/2014
<i>Pisith Chea</i>	3/27/14
<i>Sakhan Chhim</i>	3/27/14
<i>Hong S. Sor</i>	3/27/2014
<i>Sytheng Pich</i>	3/27/2014
<i>Choeun Chheang</i>	3/27-2014
<i>Samnang Touch</i>	3/27/2014
<i>Sothy Kong</i>	3/28/2014
<i>Vuthy Sam</i>	3-28-14

RECORD ON APPEAL-50

EXHIBIT F



SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED
 A RELIGIOUS NON PROFIT ORGANIZATION
 770 BRYANT ROAD, SPARTANBURG, SC 29303-5200
www.patasc.org email: spartanburgbuddhist@gmail.com P: (864) 327-8726

April 06, 2014

Important Board Meeting Minutes

Please sign next to your name and select either yes or no
 To

CANCEL the illegal election on April 20, 2014

No	Name	Title	Signature	YES	NC
1	Venerable Ron Ork	Head Monk <i>NOTE: PRESENCE, BUT REFUSED TO SIGN</i>			
2	Mr. Sambo Khieav	Temple President	<i>Sambo Khieav</i>	✓	
3	Mr. Robert Pek	Registered agent and Temple Incorporator.	<i>Robert P. Pek</i>	✓	
4	Mr. Sakhan Sok	Vice-President	<i>Sakhan Sok</i>	✓	
5	Dr. Chivin Sun	Vice-President	<i>Chivin Sun</i>	✓	
6	Mr. Sophay Pres	Treasurer	<i>Sophay Pres</i>	✓	
7	Mrs. Kim Pal	Corporate Secretary and assistance to Registered Agent	ABSENT		
8	Mr. Tommy Ong	Corporate Secretary	<i>Tommy Ong</i>	✓	
9	Mr. John Marshall	General Advisor	<i>John Marshall</i>	✓	
10	Mr. Pisith Chea	General Advisor	<i>Pisith Chea</i>	✓	
11	Mr. Sothy Kong	General Advisor	ABSENT		
12	Mr. Sakhan Chhim	Board Member	<i>Sakhan Chhim</i>	✓	
13	Mr. Hong S. Sor	Board Member	<i>Hong S. Sor</i>	✓	
14	Mr. Sytheng Pich	Board Member	<i>Sytheng Pich</i>	✓	
15	Mr. Choeun Chheang	Security	<i>Choeun Chheang</i>	✓	
16	Mr. Samnang Touch	Security	ABSENT		
17	Mr. Vuthy Sam	Board Member	ABSENT		

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
	)	
Plaintiff,	)	
	)	
v.	)	AMENDED COMPLAINT
	)	
Ron Ork and Luke Dong,	)	
	)	
	)	
Defendants.	)	

COMES NOW Plaintiff Spartanburg Buddhist Center of South Carolina, Inc., and complaining of the Defendants Ron Ork and Luke Dong, would respectfully show unto the Court:

1. Plaintiff is a corporation duly organized and existing pursuant to the laws of the State of South Carolina. Plaintiff is located in the County of Spartanburg, State of South Carolina and has been granted non-profit status pursuant to Section 501(c)(3), IRS, effective February 16, 2010.
2. Upon information and belief Defendants are members of the Plaintiff and scheduled an election as set forth in the attached Exhibits A and B for Sunday, April 20, 2014.
3. Since Plaintiff as it exists today came into being in May 2009, it has been governed by a Board of Directors pursuant to the Bylaws of Spartanburg Buddhist Center of South Carolina, Incorporated, as amended. Said Bylaws are attached as Exhibit C.
4. Defendants sent notice to some of Plaintiff's congregation members that Defendants intended to hold a meeting on Sunday, April 20, 2014 to elect a President of Plaintiff. However, since 2009, Sambo Khiev has served as President of the Plaintiff. No other

person was offered for election at the end of Khiev's first term, and Khiev's second term began in April 2012. His current term does not end until April 2015. *See Exhibit D, Khiev Affidavit.*

5. Defendants' actions are a clear and knowing violation of the Plaintiff's Bylaws attached as Exhibit C, which were signed by Defendant Ork at adoption.
6. Pursuant to Article 9, Section 3 of the Bylaws, the President is to be elected at an annual meeting and serve a three (3) year term. During said term, the President may only be removed by the Board of Directors, or if he resigns, his replacement is named by the Board (see Article 9, Sections 3 and 4 of the Bylaws).
7. The election of the President is to take place at a general annual meeting of Plaintiff, which occurred on April 6, 2014 this year. However, as the current President's three year term does not expire until next April 2015, no election was held at the 2014 general meeting on April 6, 2014.
8. The Bylaws do not allow for, and the Board has not authorized, a Chief Election Officer as Defendant Luke Dong purports to be in the Notification dated March 19, 2014 (attached hereto as Exhibit A). Pursuant to Article 9, Section 1, all officers of the Plaintiff are determined by the Board. Thus, this notification misled members by giving them the impression the Board supported Dong and/or his notice, when the Board does not.
9. On March 27, 2014, Defendants were informed of their violation (see Exhibit E attached hereto), yet they sent a further Notice (Exhibit B) indicating they intended to proceed with this improper election.

10. At the April 6, 2014 meeting, all Board Members present, but for Defendant Ork, voted not to have the meeting on April 20, 2014 due to its violation of the Bylaws. Said vote sheet is attached as Exhibit F.
11. Said Notification of the planned election, if valid on content, violates the Bylaws of the Plaintiff in that it was not sent to all members of the Plaintiff as required by Article 7, Section 4, and further, the notice was not overseen and/or approved by the Secretary of Plaintiff as required (see Article 7, Section 4 of the Bylaws).
12. Likewise, the Notice of General Meeting signed by Defendant Ron Ork (attached as Exhibit B) does not comply with any of the cited provisions of the Bylaws and is invalid.
13. Upon information and belief, Defendant Ork withdrew Plaintiff's building fund based on a petition allegedly signed by members on April 18, 2014. Plaintiff's funds are to be managed by the Treasurer, who may disburse funds at the will of the Board (Article 9, Section 9, Subsection D), and the President of Plaintiff is responsible for financial management of Plaintiff (Article 9, Section 6, Subsection 4). Neither the Board nor the President authorized the monk's withdrawal of funds from Plaintiff's account.
14. Upon information and belief, Defendants gained the petition signatures from members by telling those members various purposes, or telling some members no purpose at all, for the petition.
15. Upon information and belief, some members signed the petition because they were told a Board member or agent had stolen the monk's money.
16. In reality, the funds belong to the corporation, not the monk, and the small withdrawal at issue was authorized by the Board of Directors.

17. Upon information and belief, the monk improperly and without disclosure to or approval from the Board/Officers withdrew a much larger amount of the temple funds to pay for construction of a new temple, in which he will live for free as he has lived in the current temple.
18. Upon information and belief, Defendants, along with one other member, contracted on behalf of Plaintiff to build a new temple without disclosing such a contract or gaining approval for the same from the Board and/or Officers.
19. Upon information and belief, Defendants held the April 20, 2014 election to gain power to accomplish, as well as gain member support for, their ulterior motives of building a new temple.
20. The President and Board Members did not attend this election due to the impropriety of the meeting.
21. Upon information and belief, Defendants held the election in Plaintiff's temple in the presence of armed security guards, and the meeting was conducted by two of Defendants' attorneys in this matter.
22. Upon information and belief, members elected a new President and Defendant Ork named five new Board Members at the April 20, 2014 meeting.
23. It is unclear how many members voted to elect a new President and/or Board members at this meeting.
24. Upon information and belief, the alleged new Board Members determined that they constituted the only current Board Members, and immediately had a special meeting on April 20, 2014 in which they waived the Bylaws' required notice to Board Members and

voted to change the registered agent of Plaintiff and remove that registered agent as signatory on Plaintiff's bank accounts.

25. It also seems Officers such as the Secretary and Treasurer were removed at the special meeting without notice and opportunity to be heard, as required by the Bylaws.

26. The actions of Defendants seek to convert Plaintiff's funds, invalidate the properly elected/appointed Board of Plaintiff, remove Plaintiff's officers, and invalidate the term of the President in violation of Plaintiff's Bylaws.

FIRST CAUSE OF ACTION
(Declaratory Judgment)

27. Plaintiff incorporates herein all allegations made in this Amended Complaint.

28. Plaintiff seeks a declaratory judgment pursuant to the statutory and common laws of the State of South Carolina that the Bylaws, attached hereto as Exhibit C, are valid and enforceable regarding the operation of the Plaintiff entity.

29. Said order should reflect that any action in violation of the Bylaws, such as 1) meetings on April 20, 2014 or any other meeting not set pursuant to the applicable provisions of the Bylaws, and/or 2) any contract entered into outside the authority of the Bylaws are not valid and any action taken pursuant to those meetings is not binding upon the Plaintiff, its President, its Board, Officers, or its members.

SECOND CAUSE OF ACTION
(Accounting)

30. Plaintiff incorporates herein all allegations made in this Amended Complaint.

31. Defendants should be ordered to account for and immediately return the funds improperly withdrawn from Plaintiff's bank account.

THIRD CAUSE OF ACTION
(Temporary Injunction)¹

32. Plaintiff incorporates herein all allegations made in this Amended Complaint.
33. Plaintiff will experience irreparable harm if the improperly elected "new" Board and/or Officers are allowed to usurp the proper Board's and Officers' rightful authority and are allowed to stay in power, act on behalf of the corporation, and spend Plaintiff's corporate funds.
34. It is necessary to maintain the status quo to keep the President since 2009 in office and the Board of Directors (as well as Officers of the corporation), currently only two years into their terms, in office.
35. Plaintiff will likely succeed on the merits of this litigation.
36. Thus, the Court should issue a temporary injunction prohibiting Defendants (or the alleged new Board/officers acting on behalf of Defendants) from acting on behalf of Plaintiff or spending Plaintiff's funds.

FOURTH CAUSE OF ACTION
(Breach of Contract)

37. Plaintiff incorporates herein all allegations made in this Amended Complaint.
38. Defendant Ork agreed to abide by the Bylaws, which state that the President manages the finances of Plaintiff (Art. 9, § 6(4)), and the Treasurer, as directed by the Board, is responsible for all corporate deposits and disbursements (Art. 9, § 9(A-D)).
39. Instead of going through Plaintiff's Treasurer, President, or Board, Defendant Ork withdrew funds himself and without the authority or permission to do so.

¹ This cause of action is included in the Amended Complaint to protect and not waive Plaintiff's rights. Plaintiff understands that the Court has ordered Plaintiff's funds to be placed into a trust account with an attorney from each party to be the only signatories, and the Court has ordered that no action be taken to bind Plaintiff during the pendency of this litigation.

40. Defendant Ork also sent improper notices of an election meeting in concert with Luke Dong to some but not all members, which Defendant Ork knew was a bylaw violation.
41. Defendant Ork proceeded to conduct an improper election meeting in violation of the Bylaws, as the President's term and Board members' terms were not complete.
42. Defendant Ork then improperly ousted Officers without giving those Officers required notice and opportunity to be heard (See Ex. C, Art. 9, § 4) at a special meeting of an alleged new Board of Directors Ork put into place.
43. Defendant's conduct constitutes breaches of the bylaws by which Plaintiff has been injured.

FIFTH CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act)

44. Plaintiff incorporates herein all allegations made in this Amended Complaint.
45. Defendants have breached the bylaws with the intent to take Plaintiff's funds, oust the properly elected/appointed Board and Officers, and gain membership support for Defendants' ulterior agenda, all of which actions are related to Defendants' signing an agreement on behalf of Plaintiff to build a new temple and commit Plaintiff's funds to such project without the approval of the Board or Officers.
46. To gain membership support and win their improper election, Defendants have communicated to members that Robert Pek, a Board member and signatory to Plaintiff's bank account, was stealing Ork's money.
47. The money at issue belongs to Plaintiff, not Defendant Ork.
48. Defendants have made material misrepresentations to members of Plaintiff with the intent that those members will act in reliance on them.

49. This conduct constitutes breaches of the bylaws accompanied by fraudulent acts by which Plaintiff has been damaged.

SIXTH CAUSE OF ACTION
(Fraud)

50. Plaintiff incorporates herein all allegations made in this Amended Complaint.

51. Defendants made material misrepresentations to the membership of Plaintiff, intending the membership rely on those misrepresentations to elect a new Board and support the monk's withdrawing funds from Plaintiff's account.

52. The membership reasonably relied on these misrepresentations.

53. As a result, Plaintiff has experienced damages.

SEVENTH CAUSE OF ACTION
(Conversion)

54. Plaintiff incorporates herein all allegations made in this Amended Complaint.

55. Defendants have converted Plaintiff's funds without Plaintiff's permission, and any funds which Defendants have spent without Plaintiff's permission or are otherwise not accounted for should be repaid to Plaintiff by Defendants.

EIGHTH CAUSE OF ACTION
(Breach of Fiduciary Duty)

56. Plaintiff incorporates herein all allegations made in this Amended Complaint.

57. Defendant Ork's actions, performed while he was acting Chairman of the Board of Directors for Plaintiff, are dishonest, self-dealing, and breaches of his duties of loyalty and/or care to act in Plaintiff's best interests.

58. Defendant Ork should be held personally liable for his breaches of duty.

NINTH CAUSE OF ACTION
(Defamation)

59. Plaintiff incorporates herein all allegations made in this Amended Complaint.

60. Defendants' representations to the membership of Plaintiff that Board members, Officers, or agents of the Board have converted the funds of Plaintiff are false.

61. In fact, Plaintiff's withdrawal of funds was properly authorized.

62. It is Defendant Ork's withdrawal of funds that was not properly authorized by Plaintiff.

63. Defendant's representations have been made with actual or implied malice, and have caused Plaintiff injury.

TENTH CAUSE OF ACTION
(Civil Conspiracy)

64. Plaintiff incorporates herein all allegations made in this Amended Complaint.

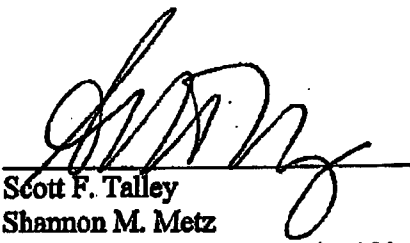
65. Defendants have conspired together to convert Plaintiff's funds, attempt to bind Plaintiff to a contractual agreement without proper authority to do so, and generate unfounded opposition among the temple membership against Plaintiff's proper Board members and Officers.

66. As a result of Defendants' conduct, Plaintiff has been damaged by way of lost funds of Plaintiff's and/or any contractual obligation to which Plaintiff may be obligated.

Wherefore, having set forth its Amended Complaint, Plaintiff prays that it recover a temporary injunction prohibiting Defendants from acting on the results of any meeting not held in accordance with Plaintiff's Bylaws and ordering Defendants to return to Plaintiff any amounts improperly withdrawn from Plaintiff's bank account, together with damages, costs, attorneys fees, and interest; and for such other and further relief as the Court deems just and proper.

Dated this the 8 day of May, 2014.

TALLEY LAW FIRM, P.A.



Scott F. Talley
Shannon M. Metz
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
864-595-2966
Attorneys for Plaintiff

EXHIBIT A



ចក្ខុវិស័យព្រះពុទ្ធសាសនាព្រះពុទ្ធសាសនាស្រីស្រី - ព្រះវិហារព្រះអង្គ

Spartanburg Buddhist Center of South Carolina, Inc
770 Bryant Road, Spartanburg, SC 29303. Tel: 864-527-8726 / 408-416-8801

អាសយដ្ឋាន: ៧៧០ ហ្វ្រាយនត រ៉ូដ ស្ទាតឺនប៊ឺរ, ស.ខ. 29303

ទូរស័ព្ទ: ៨៦៤-៥២៧-៨៧២៦

NE

March 19th, 2014

សេចក្តីជូនដំណឹង

យើងខ្ញុំគណៈកម្មការរៀបចំបោះឆ្នោត សូមជម្រាបដល់បងប្អូនព្រាហ្មធិមិត្តចំណុះក្រោមវត្តព្រះអង្គធំ ទាំងមូលសូមជ្រាបថា: នៅថ្ងៃអាទិត្យ វេលាម៉ោង ២ រសៀល ទី២០ ខែមេសា ឆ្នាំ២០១៤ ខាងមុខនេះ យើងខ្ញុំនឹងរៀបចំការបោះឆ្នោតជ្រើសរើស **ប្រធានគណៈកម្មការវត្ត** ដើម្បីជួយកិច្ចការងារវត្ត ក្នុងសហគមន៍ព្រះពុទ្ធសាសនារបស់យើង ដោយហេតុថាអាណត្តិរបស់ប្រធានគណៈកម្មការបានផុតកំណត់ ហើយ ។

សេចក្តីជូនដំណឹងនេះទុក ជាការអញ្ជើញព្រាហ្មធិមិត្តបងប្អូនទាំងអស់ សូមមេត្តាមកចូល រួមបោះឆ្នោតឱ្យបានគ្រប់ៗ គ្នាកុំបីខានឡើយ ។

Notification

We, the election commission, would like to inform everyone, especially all lay Buddhist devotees of Wat Preah Ang Thom that at 2:00 p.m. on April 20th, 2014, we are going to organize an election to choose a new President of the Spartanburg Buddhist Center of South Carolina, Inc., to help the temple in our community as the mandate of the current president has come to an end now.

This notification serves as an invitation for everyone (all lay Buddhist devotees) to come to the temple to join the upcoming election.

Signed and approved
3/19/2014

2014 Presidential Candidates

1-Mr. Sambo Khiev
2-Mr. Khounnoey Sok
3-Mr. Chivin Sun

Signature

Luke Dong

Chief Election Commissioner

EXHIBIT B



Spartanburg Buddhist Center of South Carolina, Inc
770 Bryant Road, Spartanburg, SC 29303, Tel: 864-388-1139 / 408-416-8801
email: watpreahangthorn@gmail.com www.patsc.org



NOTICE OF GENERAL MEETING OF MEMBERS SPARTANBURG BUDDHIST CENTER OF SC, INC ("SCBSC,INC")

Notice is hereby given to all Members of SCBSC,INC, that the General Meeting of Members of SCBSC,INC("Meeting") will be held:

Date: April 20, 2014

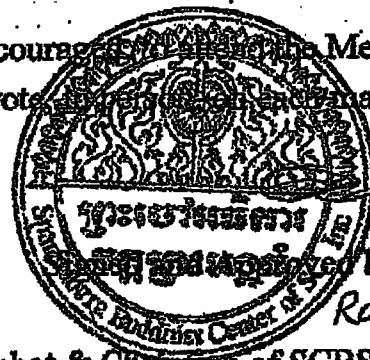
Time: 2:00 P.M.

Location: 770 Bryant Road, Spartanburg, SC 29303

Matters to be discussed and voted on include those matter authorized under Article 7, Section 3 of the By-Law, which include:

- * Election of the new President.
- * Election of the new Board of Directors: V.President, Treasury and Secretary.
- * Any other new business related to SCBSC,INC.

All Members of SCBSC,INC, are entitled, and encouraged, to attend the Meeting. Each member of the Congregations is entitled to vote on any matter.



Abbot & Chairman of SCBSC,INC

EXHIBIT C

BY-LAWS
OF
SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED

ARTICLE 1- Background

May 15, 2009, Board of Directors of another nonprofit organization called Cambodian Society of South Carolina Incorporated unanimously approved a resolution to taking over the abandoned Wat Lao Buddha Ratanaram, Inc. a Buddhist Temple that was located at 770 Bryant Road, Spartanburg, SC 29303.

At the time, the CSSC, Inc. had been renting places to have their fund raising activities to help our Cambodian people who are facing variety of hardship such as job losses, severe illnesses etc... There were reasons behind this taking over Wat Lao. A) 95% of Cambodian people are Theravada Buddhists C) the CSSC, Inc. needed a place to teach Cambodian children our language and culture. D) The Buddhist Temple has kept the Khmer Culture and language which have survived through many generations of civil unrest and the under French Colony period back then in our home country Cambodia.

ARTICLE 2- Name of Organization

Our Temple attorney advised us to change Wat Lao Buddha Ratanaram to something else. The CSSC, Inc. Board of Directors had changed this name to Spartanburg Buddhist Center of South Carolina Incorporated which was officially incorporated. Then have a complain from Temple members that the long name of Spartanburg Buddhist Center of SC, Inc. is difficult to pronounce. We did propose a few fictitious names to select and the majority of them wanted it to be called WAT PREAH ANG THOM.

ARTICLE 3- Principal Office

SECTION 1. Permanent Office shall be at 770 Bryant Rd, Spartanburg, SC 29303-5002

SECTION 2. Permanent files and documents will be stored at the Temple attorney office

SECTION 3. Copies of these permanent files and documents can only be distributed to these

Corporate officers:

- 1- Head monk or Chau Athikar of Spartanburg Buddhist Center or in short Wat Preah Ang Thom
- 2- Current elected Temple President
- 3- Current Spartanburg Buddhist Center Corporate Registered Agent

ARTICLE 4- Compliance with State and Federal Laws

To comply with Guidelines For South Carolina Nonprofit Organizations Chapter 31 Title 33 of the 1976 Code and a new Chapter(56) of Title 33 which was added to the State Code of Laws to govern fund. raising activities of Charitable Organizations in South Carolina. This South Carolina Guidelines Laws provides the legal context under which the nonprofit Corporations operate in the State of South Carolina.

ARTICLE 5- Mission Statement of the SBCSC, Inc.

Spartanburg Buddhist Center of South Carolina Incorporated is a religious nonprofit organization serving and representing all THERAVADA BUDDHISM, the Elder School which is the original oldest school in Buddhism. It has been introduced to the world for 2,555 years by the Buddha Himself, then the lay Buddhist followers have kept and spreaded his Teaching through out the globe. It is the basic of our Buddhists custom to observe the Five Precepts everyday. They are the following:

- 1- Observe the precept of refraining from taking life 2- Observe the precept of refraining from taking what is not given. 3- Observe the precept of refraining from sexual misconduct. 4- Observe the precept of refraining from false speech. 5- Observe the precept of refraining from taking intoxicating drinks that lead to intoxication and delay.

We offer many services to foil the need of lay Buddhists:

- 1- Organize Merit-Making Ceremony in the Temple or in the people houses
- 2- Officiating the Buddhist wedding Ceremony
- 3- Spiritual Counseling the Buddhist way to cope with problems that free society experiencing.
- 4- Organize Buddhist funeral services at Spartanburg Buddhist Center or at Funeral Homes
- 5- We offer Insight Meditation classes to all Buddhists or non Buddhists practice. Languages uses: English or Cambodian
- 6- Offer educational classes : Cambodian language classes and ESL classes to all Temple members Whose mother tongues are not English. These classes will be taught by either American volunteers or by former Cambodian professional.
- 7- Other services are provided by request

ARTICLE 6- Logo for Spartanburg Buddhist Center of SC, Inc. (SBCSC, INC.)

The symbol for SBCSC, INC. is outlined in blue circle, the upper half is spelled out in capital letter as "SPARTANBURG BUDDHIST CENTER" with the bottom half with Khmer language same English meaning, except. In Khmer, we include City and State. មាន់ដ្ឋបាលព្រះពុទ្ធសាសនាស្រាវជ្រាវ និង វិទ្យាស្ថានព្រះពុទ្ធ There are two red dots to separate English and Cambodian. In the center of the circle, we use the color brown 8 spokes of the DHAMMA WHEEL which is the main Dhamma Teaching in Buddhism. This logo symbol is registered as Temple trade-mark. It has been submitted to the Department of Secretary of State of South Carolina. Any change to the trade mark, name or logo has to be made by the majority of the Board of Directors. Corporate SEAL will be different, there is color to the back ground.

ARTICLE 7- Spartanburg Buddhist Center Membership

SECTION 1- Members' Rights and Benefits

The corporation shall have only one category of members. Each and every member shall be:

- 1- Being a faithful lay person who believes in Buddha's Enlightenment and practice loving kindness, obey Buddhist rules and this Bylaws.
- 2- All lay persons including their children of all ages shall be the members of this SBCSC, INC.
- 3- Membership is free of charge, except we require that you give the SBCSC, INC. the full name of head of household and addresses for Temple mailing purposes. It is a way to inform members of Buddhist Congregation events.
- 4- Spartanburg Buddhist Center of SC will open to members and public to use the facility for Merit making Ceremony and Buddhist birthday.
- 5- The voting rights to select the President, the Board of Directors and major corporate decisions. Each member of the Congregation shall be entitled to vote in person on each matter submitted to a vote by members, by the Board or by the Officers.
- 6- The rights to run for the President or the Board of Directors.
- 7- The benefits of being the member of a large group of Cambodian family and other nationality as a community in the upstate of South Carolina who willing to work together to improve and to support each other and our Temple.

SECTION 2- Members' Obligation

Each and every member shall be obligated to:

- 1- Request to be virtuous member and be loyal to SBCSC, INC. for the life of your membership
- 2- Actively participate into the corporate business including attending annual and special meetings.

SECTION 3- General meeting of members

A general meeting of members shall be held during the month of APRIL to elect the new President or the new Board of Directors or both, and to make any decisions related to the matter of the Corporation.

SECTION 4- Written notice of any annual or special meetings shall be given to each member no less than seven (7) days before the date of such meeting, either personally or by mail, E-mail or by the secretary of the corporation.

Bylaws of SBCSC, Inc. page 3 of 8

SECTION 5- Quorum at any meeting

The presence in person representing three-fourth(3/4) of the members shall constitute a quorum at any meeting of the Board of Directors. If, however, such a quorum shall not be present, the members present in person, shall have the power to adjourn the meeting and to decide the date, time and place of another one. The second meeting shall transact any business which might have been transacted at the adjourned meeting, regardless of the number of members present. A quorum shall consist of no less than 4 members of the Board of Directors.

ARTICLE 8- Board of Directors

SECTION 1- Number of Board of Directors

Base on South Carolina Guidelines, Section 3, page 12 under title "THE NON PROFIT ORGANIZATION'S FIRST BOARD OF DIRECTORS". The nonprofit Corporation shall have at least three(3) governing Board of Directors and three Officers. These Officers are President, Secretary and Treasurer. One person may hold two of these three offices, so you can have a President/Treasurer, Secretary/Treasurer, and also have President/Secretary. Given the fact that "public benefit" corporation cannot be owned privately and private inurement by members of its governing Board is prohibited, it is recommended that this first Board, at minimum, be comprised of five to seven individuals. If there are members who are related they should not constitute the majority of the Board of Directors.

SECTION 2- Head monk and Lay Buddhist Officers

Head monk or CHAU ATHIKAR has to be appointed by majority vote of the Board of Directors secret ballots. The monk who won the majority vote will serve the highest honored as **Chairman of the Board**. He will oversee Temple overall operations and Leader of Buddhist Religion in Spartanburg Buddhist Center of South Carolina. He shall work closely with the legal Board of Directors, strong supporters and all Temple lay Buddhist members. He also have to abide by these bylaws or State and Federal laws that allowed a nonprofit Organization to operate under their *Guidelines*.

SECTION 3- Qualifications for both the Head monk and Temple Lay Buddhist President

Any reputable monk who is qualified to be a leader in Buddhism will be appointed a head monk or (Chau Athikar) to lead the Buddhist Religious Ministry by the Temple Board of Directors. Only reputable Lay persons of this Corporation may serve as or run for the Directors or the President of this SBCSC, Inc a religious nonprofit Corporation.

SECTION 4- General Standard for the Directors

A Directors shall discharge his or her duties as a Director, including his or her as member of a Committee in good faith, with care like an ordinary prudent person holding same position would exercise under similar circumstances and in a manner the Directors reasonably believes to be the best interest of the Corporation.

SECTION 5- Duties and Responsibilities

Subject to the provisions of the laws of the state of South Carolina and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate responsibilities shall be exercised by or under the direction of the Board. The business, property and affairs of the Corporation shall be managed by the Board of Directors. Among specific responsibilities that may be lineated are the following:

- 1- To alter, amend or repeal these Bylaws by the majority of those voting, at any regular or special meeting duly convened after notice to the Directors of such purpose. Thirty (30) days notice to Directors of the meeting in which an amendment is to be approved by the members and the notice is required to state that purpose or one of the purposes of the meeting is to consider a proposed amendment of the Bylaws and contains or is accompanied by a copy or summary of the amendment or states to general nature of the amendment.
- 2- To enter the legal binding agreements or contracts between the Corporation and any individual organization, Or Government entity.
- 3- To establish policies, codes and operating procedures relative to the conduct of business related to these Bylaws and to make amendments to these Bylaws and to resolution and other action which the Board may take that will required sustained activity by the organization. Correspondingly, the Board shall direct the Officers to develop administrative procedures to ensure that all laws, regulations, rules and policies issued by the Board are supported within the day to day operation of the organization.

- 4- To cause any annual or periodic report required under the law to be prepared and delivered to an office of this State or to members of this Corporation, to be prepared and delivered within time limit set by law.

SECTION 6- Terms of Office

Each Director shall hold office for a period of three (3) years or until his or her successor is elected or qualified. A member may be elected to be the Director by the Board of Directors or by the majority vote during the annual members' meeting in the month of April.

SECTION 7- Place and Schedule of Meeting

Meeting shall be held at the Principal office of the corporation unless otherwise provided by the Board or at such other places as may be designated from time to time by resolution of the Board. Regular meetings of the Board of Directors shall be held on the first Sunday of each month at noon, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same place and hour on the following Sunday.

SECTION 8- Special Meeting

Special meeting of the Board may be called by the non-Chairman of the Board or the President or by any two Directors, if different, by the person specially authorized under the laws of this State to call special meeting of the Board of the Directors.

SECTION 9- Notice of meetings

Unless otherwise provided by the Articles of Incorporation, these Bylaws or provisions of the laws, the following provisions shall govern the giving of notice for meeting of the Board:

- a) *Regular Meetings:* No notice need be given of any regular meeting of the Board, but notice shall be given if, by necessity, the place of meeting shall be temporary changed from that which has been designated by resolution of the Board of Directors.
- b) *Special Meetings:* At least one week prior notice shall be given by the Secretary of the Corporation to each Director of each special meeting of the Board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine or by E-mail and shall state the date, place and time of the meeting and matters proposed to be acted upon at the meeting. In case of facsimile or E-mail notification, the Director to be contacted shall acknowledge persons; receipt of the facsimile notice by return message or telephone call within 24 hours of the first facsimile transmission.
- c) *Waiver of Notice:* Whenever notice of a meeting is required to be given to any Director of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the laws of this State, a waiver of notice in writing signed by the Director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 10- Conduct of Meeting

Meetings of the Board shall be presided over by the Chairman of the Board, or, in his or her absence, the President or Vice-President of the Corporation shall conduct the Board Meetings or if no such person presented, the Corporate Secretary shall have the authority to preside over this Board Meeting and he or she shall also act as Secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Corporate Secretary of the Board Meeting. Meeting shall be governed by common rules, restriction and customs of civilized society, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with the provisions of law of the State.

SECTION 11- Vacancies of Board of Directors

Vacancies on the Board of Directors shall exist one(1) on the death, resignation or removal of any Director, and shall exist two(2) whenever the numbers of authorized Directors is increased. Any Director may resign effective upon given a written notice to the President or to the Chairman of the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign, if the SBCSC, Inc. would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Office of the State Attorney General or other appropriate Agency of this State. Unless otherwise prohibited by the provisions of the law. Vacancies on the Board of Directors may be filled by majority of the Board, if the number of Directors then in office is less than a quorum which is three quarters (¾) of Directors or by a sole remaining of Director(s). A person elected to fill vacancy on the Board shall hold office until the next election of the Board or until his or her death, resignation, or removal from office.

SECTION 12- Directors' Liability

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Spartanburg Buddhist Center of South Carolina Incorporated. They are sole volunteers for the noble work to benefit the public.

SECTION 13- Liability Insurance for SBCSC, Inc.

Except as may be otherwise provided under provisions of the law, the Board may adopt a resolution authorizing of the purchase and maintenance of insurance on behalf of any agent of the Corporation including(Chairman of the Board, President, Board of Directors ,Officers, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or the provisions of State laws.

ARTICLE 9 – EXECUTIVE OFFICERS

SECTION 1- Designation of Officers

The Executive Officers of the Corporation shall be the President, Vice –President, Head monk, Treasurer, and other such Officers with such titles and qualifications as determine by the Board.

SECTION 2- HEAD MONK (CHAU ATHIKAR)

Head monk (Chau Athikar) Is one of the exception, he will be appointed by Board of Directors' majority vote secret ballots. He will serve the highest honored as Chairman of the Board, Leader of Buddhist religion, Chief Ministry of all Buddhist Ceremonies In Spartanburg Buddhist Center. He is also providing counseling to all Lay Buddhist members of all levels.

SECTION 3- Election of President

The President of the Corporation will be elected by all Lay Buddhist members of the Temple during Annual meeting in the month of April. The term of President is three(3) years. The two VicePresidents, the Secretary, the Treasurer, and other Officers will be selected by the President and approved by the Board of Directors.

SECTION 4-Removal and Resignation

Officers may be removed from office by the majority vote of the Board members and Officers present and voting at a special meeting presided by the Chairman of the Board. All Directors and Officers shall be notified of proposal in the notice of the meeting. The member in question shall have the opportunity to be heard, and the discussion shall be in order before the voting. Voting shall be by secret ballots.

Any Officers may resign at any time by giving a written notice to the Chairman of the Board or to the President of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and the acceptance of such resignation shall be necessary to make it effective and approved by the Board. The above provisions of this section shall be superceded by any conflict terms of a contract which has been approved or ratified by the Board relating to the employment of any Officer of the Corporation.

SECTION 5- Vacancies of Officers

Vacancies caused by the death, resignation, removal, disqualification of any Officer, or otherwise, shall be filled by the Board. In the event of a vacancy in any office other than that of the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. The vacancies occurring in office of Officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 6-Duties of the President

Unless otherwise determined by the Board of Directors, the President should have the usual duties of an executive officer with general supervision over and direction of the affair of the Corporation. In the exercise of these duties and subject to limitation of the laws of South Carolina, these Bylaws, and the actions of the Board of Directors, he or she may appoint , suspend, and discharge employees and agents and shall be a member of all Committees. The President shall also do and perform such other duties as from time to time may be assigned by the Board. The President shall report to the Board, written or oral reports, and frequency of the reports are to be determined by the Board. The responsibilities of the President include the followings:

1. **Strategy Planning and Implementation** : In consultation with the Board, set strategic vision and ensure the achievement of organizational objectives.
2. **Organize all Merit-making Ceremonies** : Prepare programs of events on a monthly basis, mail out Programs of such Buddhist Ceremonies to members and non members.

3. *Maintenance of Temple Property* : Coordinate and mobilize the volunteers to help all kinds of Temple works and special projects. He also work closely with the Head monk, the strong supporters and provide accommodation to all members and friends.
4. *Financial Management* : work with the Executive Committee, Treasurer, Secretary, including the Head monk(Chau Athikar) to discuss the way to run Temple business in a more efficient operation.
5. *Volunteer Management* : Create energy and enthusiasm to mobilize volunteers in governance participation structures that elicit their commitment to the achievement of Spartanburg Buddhist Center or Wat Preah Ang Thom objectives.
6. *Administrative Works* : put into effect all directives and resolutions of the Board of Directors and preside over all meetings. Keep all Minutes and important meeting papers as permanent record for the Corporation.
7. *Public and Community Relations* : Serve as the lead Representative of Spartanburg Buddhist Center and represent the Organization in appropriate groups and networks consistent with the mission of the Buddhist Temple. Oversee design, marketing, and image areas of the Temple.

Build good relationship with donors, contributors, Foundations, Companies and strategic partners. All responsibilities will be met by working in collaboration with Board members, standing Committee members, paid staffs and Community partners. Success comes mainly through leading, delegating, and motivating others to participate in the work of the Organization.

SECTION 7- Duties of Vice-President and Assistant Officers

Unless otherwise determined by the Board, the Vice-President and Assistant Officers shall have the power and perform the duties of his respective officer. Vice-President and Assistant officers shall have such ranks as shall be designated by the President and approved by the Board and each, in order of rank, shall act for such superior officer in his absence or upon his disability or when so directed by such superior officer or by the Board. *To be an effective Vice-President, one must*

-Be prepare to take over the President responsibilities at any time;

-Be prepare to assist the President in any way;

-Be prepare to take on any specific duty that is requested of you by the President;

-Model appropriate behavior and be aware of your limitations;

-Call issues to attention of the President.

SECTION 8- Duties of Secretary

The Secretary shall :

- A) Keep all original or copy of these Bylaws including the new amended and otherwise altered one to date at the Corporate Principal office.
- B) Keep a book of minutes of all meetings of the Board of Directors, and if applicable, meetings of Committee of Directors and of members, recording therein the time, date and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or presented at the meeting, and the proceeding thereof.
- C) shall see that all notices are duly given in accordance with provisions of these Bylaws or as required by laws of this State.
- D) Be a custodian of records and of the seal of the Corporation and affix the seal as authorize by these Bylaws and to duly executed documents of the Corporation.
- E) Keep at the Principal office of the Corporation a membership book containing the names and addresses of each and any members, and, in the case where any membership has been terminated, he or she shall record such facts in the membership book together with the date on which such membership ceased.
- F) Exhibit at all reasonable times to any Director of the Corporation, or to his or her agent or attorney, on request thereof, the Bylaws, the membership book, and the minutes of the proceedings of the Directors of the Corporation.
- G) In general, perform all duties incident to the Office of Secretary and such other duties as may be required by laws, by the Articles of Incorporation, or by these Bylaws or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9- Duties of Treasurer

The Treasurer shall :

- A) have charged and custody of, and be responsible for, all funds and securities of the

Corporation, and deposit all such funds in the name of Corporation in such banks, Trust Companies, or other depositories as shall be selected by the Board.

- B) Received and give receipts for, moneys due and payable to the Corporation from any source whatsoever.
- C) Maintain an up to date list of names and addresses and contributions of the Corporation Members and issue receipts for all kinds of contributions.
- D) Disbursed, or caused to be disbursed, the funds of the Corporation may be directed by the Board, taking proper vouchers for such disbursements.
- E) Keep and maintain adequate and correct accounts of the Corporation's properties and its business transaction, including account for its assets, liabilities, receipts, disbursements, gain and losses.
- F) Exhibit at all reasonable times the book of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefor.
- G) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
- H) Prepared or caused to be prepared, and certify, or caused to be certified, the financial statements to be included in any required reports.
- I) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by laws, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

ARTICLE 10 – CONFLICT OF INTEREST

Conflict of interest and fraudulent acts described in the Code of Business Ethics. They are absolutely prohibited and punishable by state and Federal laws.

ARTICLE 11- NON PROFIT PURPOSES – IRC Section 501(c) 3

This Corporation is organized exclusively for the purposes as specified in section 501(c)3 of the Internal Revenue Code, including, for such purposes, the making distributions to organizations that qualified as exempt organizations under Section 501(c)3 of the Internal Revenue Code. In addition to complying with Section 501(c)3 of the Internal Revenue Code, the Bylaws of this Corporation is written based on the South Carolina law Title 33- Corporation, Partnerships & Associations: Chapter 31 South Carolina Nonprofit Corporation Act, Section 33-31-206. Therefore the South Carolina law shall be consulted and used for the provisions not specifically addressed in this Bylaw.

ARTICLE 12- DISSOLUTION OF SPARTANBURG BUDDHIST CENTER OF SC, INC

Upon dissolution of this Corporation, its assets remaining after payment, or provision for payments, of all debts and liabilities of this Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)3 of the Internal Revenue Code or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state. All Board of Directors must approve the dissolution.

ARTICLE 13- TRANSLATION TO OTHER LANGUAGE

Some documents may be translated into Cambodian language for distribution, information and communication with its Cambodian members. All Cambodian language documents must have their corresponding English language documents. In case there are conflicts, the documents in English language will take precedent over the documents in Cambodian language.

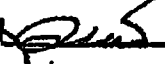
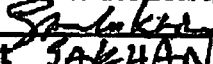
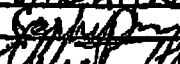
ARTICLE 14- Amendment of Bylaw

This Bylaw, or any of them, may be altered, amended, or repealed and new Bylaws will be adopted and approved by the majority vote of the Board of Directors.

ARTICLE 15 – Majority Approval to this Bylaws

This Bylaws has been modified several times since we incorporated our SBSG, Inc. on February 16, 2010. All members of the Board of Directors have unanimously approved this this Bylaws. Their names and signatures are on the attachment page:

Board of Directors' names and signatures attachment page.

1-Venerable Ron Ork, Temple Abbott, Chairman of the Board		date	2/11/2012
2-Mr. Sambo Khleav, SBSC, Inc. President		date	2/11/2012
3-Mr. Sakhan Sok, SBSC, Inc. Vice President		date	2-11-2012
4-Mr. Sophay Pres, SBSC, Inc. Treasurer		date	2-11-2012
5-Venerable Chhat Him, SBSC, Inc. Secretary		date	2/11/2012

Article 15 is the last article in this SBSC, Inc. Bylaws which began on May 15, 2009

EXHIBIT D

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of
South Carolina, Inc.,)

Civil Action No. 42-1622

2014 CP-42-1622

Plaintiff,)

v.)

AFFIDAVIT

Ron Ork and Luke Dong.)

Defendants.)

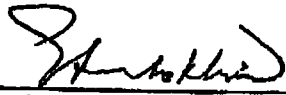
I, Sambo Khieav, after being duly sworn deposes and states as follows:

1. I, Sambo Khieav, have been President of the Spartanburg Buddhist Center of South Carolina, Inc. since 2009.
2. When my three year term ended in 2012, no one was offered for election, and so I have served another three year term.
3. My current term is scheduled to end in April 2015.
4. The President and Board of Directors for the Spartanburg Buddhist Center of South Carolina, Inc. are elected at an annual April meeting every three years.
5. In March of this year, Defendant Luke Dong sent a notice to some members regarding an upcoming election.
6. In the March notice, Dong purports to be Chief Election Officer, but that position was not properly created by the Board of Directors; rather, Dong created the officer position and appointed himself improperly.

7. The Board of Directors notified Defendants that the April 20, 2014 election would be improper, yet Defendants continued to notify certain members that an election would be held.
8. The annual meeting was held April 6, 2014 this year. *See Exhibit F to Complaint.*
9. No elections were held at the annual meeting this year because neither the office of the President nor the Board of Directors' positions had a term ending this year.
- ~~10. At the April 6, 2014 meeting, all Board Members present, but for Defendant Ork, voted~~
not to have the meeting on April 20, 2014 due to its violation of the Bylaws.
11. After that meeting, Defendants sent another notice(s) that a meeting would be held on April 20, 2014 to elect a new President and Board of Directors.
12. The notice was not sent to all members as required by the Bylaws. The notice I received was not proper because it was not sent by the Secretary, as required by the Bylaws.
13. Upon information and belief, Defendant Ork withdrew the funds in Spartanburg Buddhist Center of South Carolina, Inc.'s bank account on April 18, 2014 without my authorization or authorization from the Board of Directors. Such a withdrawal was improper.
14. Upon information and belief, a meeting was held April 20, 2014 and a new President was allegedly elected at that meeting. I did not attend this meeting because it was improper.
15. Upon information and belief, the attached Exhibit A was distributed to the members in attendance at this meeting.
16. The meeting was improper because my term was not complete, the matters voted upon are matters for the annual meeting (which was already held this year), and notice of the meeting was not properly given to all members.

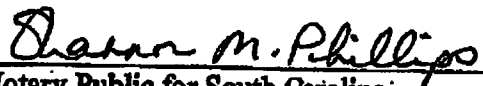
17. The April 20, 2014 meeting was improper and any results from said meeting are invalid.

Further, the Affiant sayeth naught.



Sambo Khiev

Sworn to before me this 21st
day of April, 2014



Notary Public for South Carolina
My Commission expires: 11/3/21

EXHIBIT A

To Affidavit of Sambo Khiev

I would like to start off by thanking everyone for being present at the General Meeting the Members of Spartanburg Buddhist Center of South Carolina, Incorporated.

- As per the Bylaws of SBCSC, INC, it is every Members obligation to actively participate in the corporate business, which includes attending annual meetings.

Spartanburg Buddhist Center of South Carolina, Inc. was incorporated on February 16, 2010. As per Article 8, §6 of the Bylaws, the term of office for Board of Directors is 3 years, or until his or her successor is elected. As per Article 9, §3 of the Bylaws, The President may be elected at the General Meeting held during the month of April, and the term of office for President is three (3) years. The Bylaws do not have a provision which allows the President, by default, to be assigned to the office for another 3-year term. Therefore today at the General Meeting of the Members for 2014, we will elect the new President and the Board of Directors as permitted under Article 7, § 1, §§ 5

- I. At this time I would like to open the General Meeting of the Members
 - a. I need someone to acknowledge that all members received proper notice of the meeting as required per Article 7, Section 4 in the Bylaws.
- II. Open the floor for nominations
 - a. Motion to nominate GROUP
 - b. Second that Motion to nominate GROUP
 - Hand out paper with GROUP names to the members.
 - c. "It has been moved and seconded that ... (state the motion) ..., is there any discussion?" → Any discussion must be limited to 30 seconds.
 - If discussions go on for too long we will need a Motion to Limit Debate to 3 or 5 more people.
 - i. Motion to close discussions
 - ii. Second Motion
 - iii. Vote to close discussions
- III. Any other motions for nomination
 - a. Motion to close nominations
 - b. Second Motion
 - c. Vote to close nomination process
- IV. Now that discussions are closed, at this time we will take a vote on the nominated individuals.
 - a. All in favor of electing the nominated individuals move to the right side of the room,
 - b. All who oppose move to the left side of the room.
- V. Motion is carried. Introduce new President and Board of Directors.
- VI. Close Meeting
 - a. Motion to adjourn
 - b. Second Motion

EXHIBIT E

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.49	0316
Certified Fee	\$3.30	28
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Registered Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	04/01/2014

Send To: **ROBERT P. PEK**
 Street, Apt. No. or PO Box No. **2020 CHESSNEE HWY**
 City, State, ZIP+4 **SPARTANBURG, SC 29303**

PS Form 3800, April 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
TO: <u>Mr. J. Edgar Hoover</u> FROM: <u>Mr. J. Edgar Hoover</u> SUBJECT: <u>Mr. J. Edgar Hoover</u>	DATE: <u>10/10/54</u> TIME: <u>10:10</u> PLACE: <u>10:10</u>
RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u>	RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u>
RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u>	RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u>
RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u>	RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u> RE: <u>Mr. J. Edgar Hoover</u>

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RECORD ON APPEAL 83



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SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED
 A RELIGIOUS NON PROFIT ORGANIZATION
 770 BRYANT ROAD, SPARTANBURG, SC 29303-5200
 Temple President: Sambo Khleav Temple Registered Agent & Incorporator: Robert P. Pek
 (864)621-6764 (864)621-9362

March 27, 2014

Dear Venerable Ron Ork:

The board members of Spartanburg Buddhist Center of South Carolina Incorporated (SBCSC) would like to notify you, Venerable Ron Ork, that we do not recognize the election process for April 20, 2014. There is no Chief Election Commissioner position on the board and Luke Dong is not authorized to hold such position, nor is he authorized to conduct such event. To hold an election or any such event, the President of the organization and its board members must be notified and majority approval must be granted, or at the end of the President's term.

The President's first term ended April 2012. However, no one was nominated, nor did anyone volunteer to be a presidential candidate. Therefore, Mr. Sambo Khleav, being President at the time, by default was assigned to the position for another term, ending April 2015, which was approved by members of the Board. Any removal process of the President, or any Executive Officers, must be conducted by the majority of votes from the Board members. (By-Laws Article 9, Section 3 & 4)

The notice posted states an election for a new president is to take place on April 20, 2014 and was signed and approved on March 19, 2014. However, no board members were made aware of such event, nor any board members signed such approval, therefore it is invalid.

You, Venerable Ron Ork, signed the By-Laws on February 11, 2012 and therefore, you must abide by the By-Laws, because it is legal and binding. Should you proceed with the election as planned without Board members approval, the result shall not be recognized by the Board and deemed invalid. Legal actions may be pursued if necessary.

1. Sambo Khleav, President
2. Sakhan Sok, Vice-President
3. Chivin Sun, PhD, Vice-President
4. Robert Pek, Temple Registered Agent
5. Sophay Pres, Treasurer
6. Tommy Ong, Corporate Secretary
7. John Marshall, General Advisor
8. Pisith Chea, General Advisor
9. Sakhan Chhim, Board Member
10. Hong S. Sor, Board Member
11. Sytheng Pich, Board Member
12. Choeun Chheang, Security
13. Samnang Touch, Security
14. Sothy Kong, General Advisor
15. Vuthy Sam, Board member

Samkhleav 3/27/2014
SAKHAN SOK 3-28-2014
Sam Chhin 3-20-2014
Robert P. Pek 3/27/2014
Sophay 3/27/2014
Tommy Ong 03/27/2014
J. Marshall 3/27/2014
Pisith Chea 3/27/14
Sakhan Chhim 3/27/14
Hong S. Sor 3/27/2014
Sytheng Pich 3/27/2014
Choeun Chheang 3/27-2014
Samnang Touch 3/27/2014
Sothy Kong 3/28/2014

RECORD ON APPEAL 84

EXHIBIT F



~~SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED~~
SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED
 A RELIGIOUS NON PROFIT ORGANIZATION
 770 BRYANT ROAD, SPARTANBURG, SC 29303-5200
www.patsc.org email: spartanburgbuddhist@gmail.com P: (864) 327-8726

April 06, 2014

Important Board Meeting Minutes

Please sign next to your name and select either yes or no

To

CANCEL the illegal election on April 20, 2014

No	Name	Title	Signature	YES
1	Venerable Ron Ork	Head Monk <i>NOTE: PRESENCE, BUT REFUSED TO SIGN</i>		
2	Mr. Sambo Khieav	Temple President	<i>Sambo Khieav</i>	✓
3	Mr. Robert Pek	Registered agent and Temple Incorporator.	<i>Robert P. Pek</i>	✓
4	Mr. Sakhan Sok	Vice-President	<i>SAKHAN SOK</i>	✓
5	Dr. Chivin Sun	Vice-President	<i>Chivin Sun</i>	✓
6	Mr. Sophay Pres	Treasurer	<i>Sophay Pres</i>	✓
	Mrs. Kim Pal	Corporate Secretary and assistance to Registered Agent	ABSENT	
	Mr. Tommy Ong	Corporate Secretary	<i>Tommy Ong</i>	✓
	Mr. John Marshall	General Advisor	<i>John Marshall</i>	✓
	Mr. Pisith Chea	General Advisor	<i>Pisith Chea</i>	✓
	Mr. Sothy Kong	General Advisor	ABSENT	
	Mr. Sakhan Chhim	Board Member	<i>Sakhan Chhim</i>	✓
	Mr. Hong S. Sor	Board Member	<i>Hong S. Sor</i>	✓
	Mr. Sytheng Pich	Board Member	<i>Sytheng Pich</i>	✓
	Mr. Choeun Chheang	Security	<i>Choeun Chheang</i>	✓
	Mr. Samnang Touch	Security	ABSENT	
	Mr. Vuthy Sam	Board Member	ABSENT	

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of
South Carolina, Inc.,)

Plaintiff,)

Vs.)

Ron Ork, and Luke Dong,)

Defendants.)

Ron Ork and Luke Dong)

Third Party Plaintiffs,)

Vs.)

Chivin Sun, Robert Pek,)
Sakhan Sok, Sambo Khiev,)
Sophay Pres, and Tommy Ong,)

Third Party Defendants.)

IN THE COURT OF COMMON PLEAS

**DEFENDANTS' ANSWER TO
PLAINTIFF'S AMENDED
COMPLAINT, COUNTERCLAIMS,
AND THIRD-PARTY COMPLAINT**

Case No.: 2014-CP-42-1622

Comes now the Defendants and Third Party Plaintiffs, RON ORK and LUKE DONG, by and through their attorney, A Business Law Firm, LLC, answering the Amended Complaint of the Plaintiff herein and would respectfully show unto this Honorable Court:

FIRST DEFENSE
(GENERAL DENIAL)

1. That each and every allegation not hereinafter specifically admitted, qualified explained is denied and strict proof demanded thereof.
2. That in response to the allegations contained in Paragraph 1, Defendants admit that Plaintiff is a corporation duly organized and existing pursuant to the laws of the State of South Carolina and is located in the County of Spartanburg, South Carolina. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 1, and therefore deny the same.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
JUN -6 PM 4:42
J. J. BLANCHET

3. That in response to the allegations of Paragraph 2, Defendants admit that they are members of the Plaintiff and that they assisted in the scheduling of the mandatory Annual General Meeting of the Members of Plaintiff for 2014. Defendants deny the remaining allegations contained in Paragraph 2.
4. That in response to the allegations contained in Paragraph 3, for confirmation of the actual date Plaintiff came into being, Defendants would refer to: the Bylaws at Article 15, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and the information contained on the Secretary of State's website, a copy of which is attached hereto and incorporated herein by reference as Exhibit B. Defendants deny the remaining allegations contained in Paragraph 3.
5. That in response to the allegations contained in Paragraph 4, Defendants assert that notice of the Annual General Meeting of the Members to be held April 20, 2014, was sent to Plaintiff's members, a copy of one such notice is attached hereto and incorporated herein by reference as Exhibit C. Defendants deny remaining allegations contained in Paragraph 4, and demand strict proof thereof.
6. That in response to the allegations contained in Paragraph 5, Defendants assert that Luke Dong did not sign Exhibit A. Defendants deny the allegations contained in Paragraph 5, and demand strict proof thereof.
7. That in response to the allegations contained in Paragraph 6, Defendants assert that the Board Members of Plaintiff sent a signed letter to Defendant Ron Ork, dated March 27, 2014, which states in part, that "[t]o hold an election or any such event, the President of the organization and its board members must be notified and majority approval must be granted, **OR** at the end of the President's term." [Emphasis added], a copy of this letter is attached hereto and incorporated herein by reference as Exhibit D. Defendants admit that pursuant to Article 9, Section 3 of Exhibit A, the President will be elected by all Lay Buddhist members of the Temple during the Annual meeting in the month of April, and that the term of the President is three (3) years. Defendants deny the remaining allegations contained in Paragraph 6.
8. That in response to the allegations contained in Paragraph 7, Defendants assert that only a Board Meeting was held April 6, 2014. A copy of the Notice of April 6 Board Meeting is attached hereto and incorporated herein by reference as Exhibit E. A copy

of the Minutes from the April 6 Board Meeting is attached hereto and incorporated herein as Exhibit F. Defendants further assert that the Bylaws do not grant the President the authority to, by default, be assigned a second term, not does it grant the Board Members the authority to approve a second term. Defendants admit that the election of the President is to take place at the Annual General Meeting of the Members of Plaintiff. Defendants deny the remaining allegations contained in Paragraph 7, and demand strict proof that an Annual Meeting of the Members occurred on April 6, 2014.

9. That the Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 8, and therefore deny the same.
10. That in response to the allegations contained in Paragraph 9, Defendants assert that all parties who signed Exhibit D acknowledged that an Annual General Meeting of the Members was scheduled for April 20, 2014. Defendants admit that notice of the Annual General Meeting of the Members of Plaintiff to be held April 20, 2014, was sent to the members multiple times. Defendants deny the remaining allegations contained in Paragraph 9.
11. That the Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 10, and therefore deny the same.
12. That in response to the allegations contained in Paragraph 11, Defendants assert that pursuant to Exhibit A at Article 7, Section 4, "Written notice of any annual or special meetings shall be given to each member no less than seven (7) days before the date of such meeting, either personally or by mail, Email **OR** by the secretary of the corporation. [Emphasis added]. Defendants deny the remaining allegations contained in Paragraph 11 of the Plaintiff's Amended Complaint.
13. That in response to the allegations contained in Paragraph 12, Defendants assert that notices of the Annual General Meeting of the Members of Plaintiff to be held April 20, 2014 were sent out multiple times. Defendants deny the remaining allegations contained in Paragraph 12 and demand strict proof thereof.
14. That in response to the allegations contained in Paragraph 13, Defendants assert that pursuant to Exhibit A at Article 6, Section 9, Subsection 4, the President is to work with several individual, including the Head Monk, Defendant Ork with regards to the

financial management of the corporation. Defendants deny the remaining allegations contained in Paragraph 13.

15. That the Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 14, and therefore deny the same.
16. That the Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 15, and therefore deny the same.
17. That in response to the allegations contained in Paragraph 16, Defendants assert that the funds belong to the members and were donated for the construction of a new temple (hereinafter referred to as Sala Chhan), not so that the Sambo Khiev, Robert Pek, and other former Board Members and/or Officers could retain a lawyer. A copy of a petition signed by the members demanding that their money be returned to the account is attached and incorporated herein by reference as Exhibit G. Defendants deny the allegations contained in Paragraph 16, and demand strict proof thereof.
18. That in response to the allegations contained in Paragraph 17, Defendants assert that the funds were donated by the members for the construction of Sala Chhan. A copy of a Notice for a fundraising event to be held September 14 and 15, 2013 for Sala Chhan construction is attached hereto and incorporated herein by reference as Exhibit H. A copy of a Notice for a fundraising event to be held December 14 and 15, 2013 for Sala Chhan construction is attached hereto and incorporated herein by reference as Exhibit I. A copy of a Notice for a fundraising event to be held December 29, 2013 for Sala Chhan construction is attached hereto and incorporated herein by reference as Exhibit J. Defendants deny the remaining allegations contained in Paragraph 17.
19. That in response to the allegations contained in Paragraph 18, Defendants assert that on October 20, 2013, Sambo Khiev, Robert Pek and other Board Members and/or Officers of Plaintiff were present at and/or participated in the Sala Chhan Ground Breaking Ceremony. A copy of a photograph taken at the Sala Chhan Ground Breaking ceremony is attached hereto and incorporated herein by reference as Exhibit K. Defendants deny the remaining allegations contained in Paragraph 18, and demand strict proof thereof.
20. That in response to the allegations contained in Paragraph 19, Defendants assert that they merely assisted in the coordination of the Annual General Meeting of the

Members. Defendants deny the remaining allegations contained in Paragraph 19, and demand strict proof thereof.

21. That the Defendants are without sufficient knowledge or information to admit or deny the allegations of Paragraph 20, and therefore deny the same.
22. That in response to the allegations contained in Paragraph 21, Defendants assert that due to previously offensive actions that have arose in previous meetings and were directed toward Defendant Ork, efforts were taken to ensure that a peaceful and civil meeting could be held. Defendants deny the remaining allegation contained in Paragraph 21.
23. In response to the allegations contained in Paragraph 22, Defendants assert that the members are the embodiment of the Plaintiff and that these members are who elected a new President and a new Board of Directors. Defendants deny the remaining allegations contained in Paragraph 22.
24. In response to that allegations contained in Paragraph 23, the Defendants assert that all votes cast were in favor of electing a new President and Board. Defendants deny the remaining allegations contained in Paragraph 23.
25. That in response to the allegation contained in Paragraph 24, Defendants assert that the members elected the new Board of Directors, and that a Registered Agent is not named on Plaintiff's bank account signatory card. A copy of the Plaintiff's bank account signatory card, signed May 20, 2010 is attached hereto and incorporated herein by reference as Exhibit L. Defendants admit that a special meeting of the Board Members was held April 20, 2014, and that the Board Members waived the required notice to Board Members, and that they voted to change the registered agent of Plaintiff. Defendants deny the remaining allegations contained in Paragraph 24.
26. That the Defendants deny the allegations contained in Paragraph 25, and demand strict proof thereof.
27. That the Defendants deny the allegations contained in Paragraph 26, and demand strict proof thereof.
28. In response to Paragraph 27, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 27.

29. In response to the allegations contained in Paragraph 28, Defendants admit that the Bylaws are valid and enforceable regarding the operation of the corporation. Defendants deny any remaining allegations contained in Paragraph 28.
30. In response to the allegations contained in Paragraph 29, Defendants assert that the relief requested has the potential to affect the rights of individuals not named in this suit, and seeks redress from individual not named in this lawsuit. Defendants deny the allegations contained in Paragraph 29.
31. In response to Paragraph 30, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 30.
32. That the Defendants deny the allegations contained in Paragraph 31.
33. In response to Paragraph 32, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the allegations of Paragraph 32 are denied.
34. That in response to the allegations contained in Paragraph 33, Defendants assert that the members elected the "new" board. Defendants deny the remaining allegations contained in Paragraph 33.
35. That the Defendants deny the allegations contained in Paragraph 34, and demand strict proof thereof.
36. That the Defendants deny the allegations contained in Paragraph 35, and demand strict proof thereof.
37. That in response to the allegations contained in Paragraph 36, Defendants assert that the relief requested seeks redress from individuals not named in this lawsuit. Defendants deny the allegations contained in Paragraph 36.
38. In response to Paragraph 37, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 37.
39. That in response to the allegations contained in Paragraph 38, Defendants assert that pursuant to Exhibit A at Article 6, Section 9, the President is to work with several individual, including the Head Monk, Defendant Ork, with regards to the financial

management of the corporation. Defendants deny the remaining allegations contained in Paragraph 38, and demand strict proof thereof.

40. That in response to the allegations contained in Paragraph 39, Defendants assert that Defendant Ork was a named signatory on Plaintiff's bank account, as shown on Exhibit L. Defendants deny the remaining allegations contained in Paragraph 39.
41. That in response to the allegations contained in Paragraph 40, Defendants assert that Defendant Ork sent out Exhibit C, and a prior notice dated March 19, 2014, a copy of which is attached hereto and incorporated herein by reference as Exhibit M. Defendants deny the remaining allegations contained in Paragraph 40
42. That the Defendants deny the allegations contained in Paragraph 41, and demand strict proof thereof.
43. That the Defendants deny the allegations contained in Paragraph 42, and demand strict proof thereof.
44. That Paragraph 43 states a legal conclusion and does not require a response by the Defendants. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 43.
45. In response to Paragraph 44, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 44.
46. That in response to the allegations contained in Paragraph 45, Defendants assert that support and/or approval for the construction of Sala Chhan has been given from the members, monks, Board Members and/or Officers as demonstrated in Exhibits G, H, I, J, and K. Defendants further assert that Defendant Ork, as Chairman of the Board has the authority pursuant to Exhibit A at Article 8, Section 5, Subsection 2, to enter into legal binding agreements or contracts between the Corporation and any individual organization. Defendants deny the remaining allegations contained in Paragraph 45, and demand strict proof thereof.
47. That the Defendants deny the allegations contained in Paragraph 46, and demand strict proof thereof.
48. That upon information and belief, Defendants assert that the disputed funds belong to the members who are the embodiment of the Plaintiff. Defendants deny the

remaining allegations contained in Paragraph 47 of the Plaintiff's Amended Complaint, and demand strict proof thereof.

49. That the Defendants deny the allegations contained in Paragraph 48, and demand strict proof thereof.
50. That Paragraph 49 states a legal conclusion and does not require a response by the Defendants. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 49.
51. In response to Paragraph 50, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 50.
52. That the Defendants deny the allegations contained in Paragraph 51, and demand strict proof thereof.
53. That the Defendants are without sufficient knowledge or information to admit or deny the allegations of Paragraph 52, therefore they deny the same, and demand strict proof thereof.
54. That the Defendants deny the allegations contained in Paragraph 53, and demand strict proof thereof.
55. In response to Paragraph 54, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 54.
56. That the Defendants deny the allegations contained in Paragraph 55 of the Plaintiff's Amended Complaint, and demand strict proof thereof.
57. In response to Paragraph 56, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 56.
58. In response to the allegations contained in Paragraph 57, Defendants assert that the Head Monk, Defendant Ork, is the Chairman of the Board pursuant to Exhibit A at Article 8, Section 2; and at Article 9, Section 2. Defendants deny the remaining allegations contained in the Paragraph 57, and demand strict proof thereof.
59. That the Defendants deny the allegations contained in Paragraph 58, and demand strict proof thereof.

60. In response to Paragraph 59, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 59.
61. That in response to the allegations contained in Paragraph 60, Defendants assert that the members are the embodiment of the Plaintiff and the signatures on Exhibit G demonstrate the dissatisfaction of the \$3,010 withdraw made by Robert Pek. Defendants deny any remaining allegations contained in Paragraph 60, and demand strict proof thereof.
62. That the Defendants deny the allegations contained in Paragraph 61, and demand strict proof thereof.
63. That the Defendants are without sufficient knowledge or information to admit or deny the allegations of Paragraph 62, and therefore deny the same.
64. That the Defendants deny the allegations contained in Paragraph 63, and demand strict proof thereof.
65. In response to Paragraph 64, Defendants would incorporate all prior responses set forth above. To the extent a response is required, the Defendants deny the allegations contained in Paragraph 64.
66. That in response to the allegations contained in Paragraph 65, Defendants assert that support and/or approval for the construction of Sala Chhan has been given from the members, monks, Board Members and/or Officers as demonstrated in Exhibits G, H, I, J, and K. Defendants deny the remaining allegations contained in Paragraph 65, and demand strict proof thereof.
67. That the Defendants deny the allegations contained in Paragraph 66, and demand strict proof thereof
68. Defendants demand strict proof of all allegations of the Plaintiff's Amended Complaint that are denied.
69. That the Defendants deny that the Plaintiff is entitled to the relief requested in their prayer for relief, or to any relief whatsoever.

FOR A SECOND DEFENSE BY WAY OF AN AFFIRMATIVE DEFENSE
(FAILURE TO STATE A CLAIM)

70. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.

71. That the Defendants' plead, pursuant to South Carolina Rules of Civil Procedure (SCRCP) Rule 12(b)(6), failure to state facts sufficient to constitute a cause of action.
72. That, Plaintiff's causes of action fail to address necessary elements; therefore, the Defendants pray that this Court dismiss Plaintiff's Amended Complaint for failure to state facts sufficient to constitute a cause of action pursuant to SCRCP Rule 12(b)(6).

FOR A THIRD DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(FAILURE TO JOIN A NECESSARY PARTY)

73. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
74. That the Defendants' plead, pursuant to SCRCP Rule 12(b)(7), failure to join a necessary party under Rule 19.
75. That Sambo Khieav is individually named multiple times in the Plaintiff's Complaint, and upon information and belief, signed Exhibit A, Exhibit D, Exhibit E, Exhibit F, Exhibit H, Exhibit I, Exhibit J, as the President, signed Exhibit L as President and Secretary, signed Exhibit P, and is pictured in Exhibit K.
76. That Robert Pek is listed as Registered Agent on Exhibit B, upon information and belief, signed Exhibit D as Temple Register Agent, Exhibit E and F as Registered Agent and Temple Incorporator, and signed Exhibit H, Exhibit I, Exhibit J. Upon information and belief, Robert Pek signed Exhibit L as Vice President and he is pictured in Exhibit K
77. That upon information and belief, Sakhan Sok signed, Exhibits A, Exhibit D, and Exhibit F as Vice President
78. That upon information and belief, Sophay Pres signed Exhibit A, Exhibit D, Exhibit F, and Exhibit L as Treasurer, and also signed Exhibit P.
79. That upon information and belief, Tommy Ong signed Exhibit D, and F as Secretary
80. That upon information and belief, Chivin Sun signed Exhibit D, and F as Vice President.
81. That the Board Members and/or Officers who signed Exhibit F attempted to deprive the Plaintiff's members of their right to an Annual General Meeting of the Members pursuant to Exhibit A at Article 7, Section 3.

82. That Sophay Pres and Tommy Ong allege to have been removed from their office without notice; however, upon information and belief, these individuals received notice of the meeting and the topics to be discussed therein.
83. That upon information and belief, funds of the Plaintiff have been unlawfully donated to Cambodian political groups, and efforts have been made to integrate political propaganda into the temple by the former President and Board Members and/or Officers. A copy of pictures depicting Sambo Khiev, Robert Pek and other former Board Members and/or Officers as contact people for Cambodian political figures is attached hereto and incorporated herein by reference as Exhibit N.
84. That upon information and belief, Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khiev, Sophay Pres, and Tommy Ong are subject to service of process.
85. That upon information and belief, the joinder of Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khiev, Sophay Pres, and Tommy Ong will not deprive the court of jurisdiction over the subject matter of the action.
86. That the Court may join Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khiev, Sophay Pres, and Tommy Ong because they are so needed for a complete determination to be made.
87. That complete relief cannot be accorded among the Defendants in the absence of Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khiev, Sophay Pres, and Tommy Ong.
88. Therefore, the Defendants pray that this Court order that Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khiev, Sophay Pres, and Tommy Ong are the actual Plaintiffs in this case and/or are third party defendants.

FOR A FOURTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(COMPARATIVE NEGLIGENCE)

89. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
90. That the Defendants assert comparative negligence as an affirmative defense and assert that the members of Plaintiff were responsible for electing the new President and five new Board Members.

91. That upon information and belief, the Plaintiff's claims are barred as a result of any damage or loss sustained by the Plaintiff was proximately caused and occasioned by the member's election, and/or other acts and omissions of the Plaintiff, or by others.

FOR A FIFTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(CONDONATION)

92. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
93. That based upon Exhibits G, H, I, J, and K, the monks, members, Board Members and/or Officers condoned the fundraising for and/or construction of the Sala Chhan, and therefore, the Defendants assert condonation as an affirmative defense.
94. Upon information and belief, the Plaintiff's claims are barred by condonation.

FOR A SIXTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(EQUITABLE ESTOPPEL)

95. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
96. That the Defendants assert equitable estoppel as an affirmative defense.
97. That upon information and belief, the Plaintiff's claims are barred pursuant to the doctrine of equitable estoppel.

FOR A SEVENTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(ESTOPPEL BY SILENCE)

98. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
99. That the Defendants assert equitable estoppel as an affirmative defense.
100. That upon information and belief, the Plaintiff's claims are barred pursuant to the doctrine of equitable estoppel.

FOR AN EIGHTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(FRAUD)

101. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
102. That the Defendants assert fraud as an affirmative defense.
103. That upon information and belief, the Plaintiff's claims are barred as a result of fraud and/or fraudulent acts.

FOR A NINTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(INTERVENING ACTS)

104. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
105. That the Defendants assert intervening acts as an affirmative defense.
106. That upon information and belief, the Plaintiff's claims are barred because any damage or loss sustained by the Plaintiff was proximately caused and occasioned by the intervening acts and omissions of the Plaintiff, and of others.

FOR A TENTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(LATCHES)

107. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
108. That the Defendants assert latches as an affirmative defense.
109. That upon information and belief, fundraising for the construction of Sala Chhan has been taking place since August 2013, and construction of Sala Chhan has been ongoing since October 2013.
110. That upon information and belief, Sala Chhan is over 60% complete. A copy of photographs of Sala Chhan's design and the current progress is attached hereto and incorporated herein by references as Exhibit O.
111. That the Plaintiff has unreasonably delayed from contesting the validity of the construction of this new building.
112. That upon information and belief, the Plaintiff's claims are barred pursuant to the doctrine of latches

FOR AN ELEVENTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(RATIFICATION)

113. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
114. That the Defendants assert ratification by the Plaintiff as an affirmative defense.
115. That upon information and belief, the Plaintiff's claims are barred as a result of their ratification.

FOR A TWELFTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(STATUTE OF FRAUDS)

116. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
117. That upon information and belief, the Plaintiff's claims are barred pursuant to the statute of frauds.

FOR A THIRTEENTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(STATUTE OF LIMITATIONS)

118. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
119. That upon information and belief, the Plaintiff's claims are barred pursuant to the statute of limitations.

FOR A FOURTEENTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(UNCLEAN HANDS)

120. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
121. That the Defendants assert unclean hands as an affirmative defense.
122. Upon information and belief, the Plaintiff's claims are barred pursuant to the doctrine of unclean hands.

FOR A FIFTEENTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSE
(WAIVER)

123. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
124. That the Defendants assert waiver as an affirmative defense.
125. Upon information and belief, the Plaintiff's claims are barred pursuant to the doctrine of unclean hands.

FOR A SIXTEENTH DEFENSE BY WAY OF COUNTERCLAIM
(DECLARATORY JUDGMENT)

126. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
127. That S.C. Code § 33-31-805, permits a director to continue to serve until the director's successor is elected, despite the expiration of a director's term; however,

the Bylaws do not authorize for a Director and/or Officer to, by default, automatically get a second 3-year term.

128. That members elected a new President and Board of Directors at the April 20, 2014 Annual General Meeting of the Members, and thereby naming the successor for the Directors and/or Officers.
129. That the Defendants pray that this Court will grant a declaratory judgment, ordering that the individuals elected by the members at the April 20, 2014 Annual General Meeting of the Members, are the rightful and current President, Board Members and/or Officers and as such, these individuals have the authority to act in such capacities.

FOR A SEVENTEENTH DEFENSE BY WAY OF COUNTERCLAIM
(JUDICIAL RELIEF PURSUANT TO S.C. CODE § 33-31-160)

130. The proceeding allegations set forth in the defenses above are incorporated in and made a part of this defense as fully as if repeated herein.
131. That pursuant to S.C. Code of Laws §33-31-160 this Court has the authority to order that a meeting of the members of a nonprofit corporation be called to obtain the vote of the members, in such a manner as the court finds fair and equitable under the circumstances.
132. That pursuant to Exhibit A at Article 7, Section 4 – Written notice of any annual meeting or special meeting shall be given to each member no less than seven (7) days before the date of such meeting, **either personally or by mail, E-mail or by the secretary of the corporation.** (Emphasis added).
133. That in the alternative, if this Court finds that Notice of the meeting was not properly given, and consequently the April 20th Annual General Meeting of the members was not valid, the Defendants contend that it is impractical or impossible for to call or conduct a meeting of the members in the manner prescribed by the bylaws.
134. That Defendants pray for an Order that such a meeting be called, pursuant to S.C. Code §33-31-703, to obtain the vote of the members, and that Notice of said meeting will be given in such a manner as the court finds fair and equitable under the circumstances.

FOR A EIGHTEENTH DEFENSE BY WAY OF COUNTERCLAIM
(JUDICIAL RELIEF PURSUANT TO S.C. CODE § 33-31-703)

135. The proceeding allegations set forth in the defenses above are incorporated in and made a part of this defense as fully as if repeated herein.
136. That pursuant to S.C. Code of Laws §33-31-703 this Court has the authority to order that a meeting be held if a regular meeting is not held within forty days after the date such meeting is required to be held.
137. That pursuant to Exhibit A at Article 7, Section 3, "A general meeting of members shall be held during the month of APRIL to elect the new President or the new Board of Directors or both, and to make any decisions related to the matter of the Corporation."
138. That upon information and belief, a Board Meeting was conducted on April 6, 2014, not an Annual Meeting of the Members. Exhibit E describes the April 6 meeting as an "Important Board Meeting Minutes" and it is noted that the meeting "IS ABOSLUTELY FOR TEMPLE LEGAL BOARD MEMBERS ONLY". Exhibit F is described therein as an Important Board Meeting Minutes.
139. That in the alternative, if the Court finds that the April 20, 2014 meeting was not a validly held General Meeting of the Members, an annual meeting of the members has to date, not been held and notice of such meeting being scheduled to occur has not been sent out, despite the passing of forty days after the last date (April 30) the required meeting could be held; therefore, the Defendants ask that this Court grant an Order for a meeting to be held in which the members of Plaintiff will vote for the President of Plaintiff and the Board of Directors.
140. That the Defendants appear before this Court and pray that this Court, exercise the authority given to it by in S.C. Code § 33-31-703, and summarily order that a meeting of the members of Plaintiff be held in which the members of Plaintiff will vote for the President of Plaintiff and the Board of Directors.

FOR A NINETEENTH DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(VIOLATION OF S.C. CODE § 33-31-129)

141. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.

142. That pursuant to S.C. Code §33-31-129, this Court is given the authority to fine and hold liable for resulting damages any individuals who signs a document he knows is false in any material respect.
143. That upon information and belief, Robert Pek signed Exhibit L as Vice President of Plaintiff.
144. That upon information and belief, Sambo Khieav signed Exhibit L, and affirmed that the information contained thereon was accurate.
145. That upon information and belief, Sambo Khieav and Robert Pek each were aware that Robert Pek was not the Vice President when signing Exhibit L.
146. That Defendants pray that this Court exercise the authority given to it by S.C. Code §33-31-129 and fine both, Sambo Khieav and Robert Pek, and order that Sambo Khieav and Robert Pek be jointly and severally liable for reimbursing the \$3,010 that Robert Pek was allowed to withdraw because of this false document.

FOR A TWENTY – FIRST DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(CONVERSION)

147. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
148. That the Defendants have an interest in the \$3,010 that was donated by the members for the construction of Sala Chhan.
149. That upon information and belief, \$3,010 in funds was withdrawn on or about April 17, 2014 by Robert Pek and used without permission was used to hire an attorney for Smabo Khieav, Robert Pek, and other former Board Members and/or Officers; therefore, over 150 members signed Exhibit G thereby demanding for the return of the \$3,010 after learning of how the donated funds were improperly used.
150. That Defendants pray that the funds donated by the members that was withdrawn on or about April 17, 2014 and subsequently used by the former President, Board and/or Officers to hire an attorney be returned to the members.

FOR A TWENTY – SECOND DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(ACCOUNTING)

151. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
152. That pursuant to Exhibit A at Article. 9, Section. 8 the former Secretary, Sophay Pres, was responsible for keeping a book of minutes of all meetings.
153. That pursuant to Exhibit A at Article 9, Section 9, the former Treasurer, Tommy Ong was responsible for keeping a book of account and financial records.
154. That pursuant to Exhibit A at Article 9, Section 8, Sub-Section F; and at Article 9, Section 9, Sub-Section F, Defendant Ork requests that he be shown true and accurate copies of the minutes of all meetings, and the book of account and financial records.

FOR A TWENTY – THIRD DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(DEFAMATION)

155. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
156. That upon information and belief, the former President and Board members and/or Officers have conveyed false and defamatory messages to others that relate to Defendant Ork in his capacity as the Head Monk, and suggest that he is inadequate in performing his duties as Head Monk, he is unfit to serve as Head Monk, and other things which in general tend to disgrace him and/or reduce his character or reputation in the estimation of his friends or acquaintances, or other monks, and members.

FOR A TWENTY – FOURTH DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(FRAUD)

157. The proceeding allegations set forth in the defenses above are incorporated in and made a part of this defense as fully as if repeated herein.
158. That upon information and belief a document that was alleged to be a Meeting Agenda from March 18, 2012, was shown to several members and was submitted to this Court on behalf of the Plaintiff. A copy of this document is attached hereto and incorporated herein by reference as Exhibit P.
159. Exhibit P purports to be “approve temple president Sambo Khiev for the next 3 year term started April 2012 by default”.

160. That upon information and belief, several of the signatures, which appear to have been cut from other documents and taped on, are forgeries which the individual(s) responsible for submitting and/or producing the document either had knowledge of or acted in a reckless disregard as to the truth or falsity of the signatures thereon.
161. That upon information and belief, the individual(s) responsible for submitting and/or producing this document did so with the intent that the representations made on the document be acted upon.
162. That upon information and belief, several individuals who saw Exhibit P was ignorant of its falsity, and justifiably relied on Exhibit P's truth.
163. That upon information and belief, injuries has been sustained as a result of this fraudulent document.

FOR A TWENTY – FIFTH DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(BREACH OF FIDUCIARY DUTY)

164. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.
165. That pursuant to Exhibit A at Article 8, Section 4, the Directors are to act in a manner the Directors reasonably believes to be the best interest of the Corporation.
166. That upon information and belief, the former President, Sambo Khieav, and Board Members and/or Officers decided not to attend the Annual General Meeting of the Members held on April 20, 2014 despite having an obligation to actively participate in the corporate business which includes attending annual and special meetings.
167. That upon information and belief, former Secretary, Sophay Pres has not kept an accurate and complete book of minutes of all meetings,
168. That upon information and belief, former Treasurer, Tommy Ong has not kept an accurate and complete book of account and financial records of the corporation.

FOR A TWENTY – SIXTH DEFENSE BY WAY OF
THIRD – PARTY CLAIM
(CIVIL CONSPIRACY)

169. The proceeding allegations set forth in the defense above are incorporated in and made a part of this defense as fully as if repeated herein.

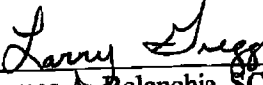
170. That upon information and belief Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khieav, Sophay Pres, Tommy Ong, and other former Board Members and/or Officers acted in combination and conspired to forge a document that approves Sambo Khieav as temple president for a second three year term by default.
171. That upon information and belief, Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khieav, Sophay Pres, Tommy Ong, and other former Board Members and/or Officers have also acted in combination and conspired to cause the corporation to lose it's 510(c)(3) status by attempting to make the corporation participate in or intervene in political campaign and host political rallies.
172. As a result of this conduct, Defendants, as members of the Plaintiff, have been damaged by way of having forged corporate documents incorporated with authentic corporate documents and by Chivin Sun, Robert Pek, Sakhan Sok, Sambo Khieav, Sophay Pres, Tommy Ong, and other former Board Members and/or Officers acting in a way to jeopardize to corporation's 501(c)(3) status.

WHEREFORE, the Defendant and Third Party Plaintiffs, having fully answered the Amended Complaint of the Plaintiff herein, your Defendant prays:

- (a) That this Court inquire into these matters, dismiss so much of the Amended Complaint that is inconsistent with this Answer;
- (b) That this Court will grant a declaratory judgment ordering that the individuals elected by the members in the April 20, 2014 Annual General Meeting of the Members are the rightful and current President, Board and/or Officers and have the authority to act in such capacities.
- (c) That this Court will exercise the authority given to it by S.C. Code §33-31-160, and grant an Order that a meeting be called, to obtain the vote of the members, and that Notice of said meeting will be given in such a manner as the court finds fair and equitable under the circumstances.
- (d) That this Court will exercise the authority given to it by S.C. Code § 33-31-703, and grant an Order that a meeting of the members of Plaintiff be held in which the members of Plaintiff will vote for the President of Plaintiff and the Board of Directors.

- (e) That this Court will exercise the authority given to it by S.C. Code §33-31-129, and fine Sambo Khiev and Robert Pek, five hundred dollars (\$500) each for their offenses, and also order that Sambo Khiev and Robert Pek be jointly and severally liable for reimbursing the \$3,010 that Robert Pek was allowed to withdraw because of this false document.
- (f) That this Court Order that the funds donated by the members for the construction of Sala Chhan that was withdrawn on or about April 17, 2014 and used by the former President, Board and/or Officers to hire an attorney be returned to the members.
- (g) That Defendant Ork be shown true and accurate copies of the minutes of all meetings, and the book of account and financial records
- (h) That Defendant Ork be awarded an amount to be determined at trial for the embarrassment, humiliation and mental suffering that he has endured as a result of the injury to his reputation.
- (i) That Defendants be awarded an amount to be determined at trial for the damages sustained as a result of the fraudulent document.
- (j) That Defendants be awarded an amount to be determined at trial for the damages they have suffered as a result of the wrongful conduct.
- (k) That Defendants be awarded an amount to be determined at trial for the damages they have suffered as a result of the concerted acts of conspiracy.
- (l) That the Defendant be awarded reasonable attorney's fees, costs and expenses incurred by Defendants in this case, and for such other and further relief as this Court may deem just and proper.

A BUSINESS LAW FIRM, LLC


Thomas A. Belenchia, SCBar 2371
T. Camden Shealy, SCBar 101447
Larry E. Gregg II, SCBar 101215
Attorneys for Luke Dong and Ron Ork
P. O. Box 3421
Spartanburg, SC 29304
Phone: (864) 699-9801
Fax: (864) 699-9801

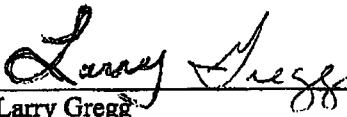
June 6, 2014

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 JUN -6 PM 4:13
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
Plaintiff,	)	
	)	
v.	)	ACCEPTANCE OF SERVICE
	)	
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

24th

I hereby accept due and legal service, this ~~22nd~~ day of April, 2014 of the Motion and Order Coversheet, Motion for Temporary Injunction, Notice of Hearing, Order Granting Temporary Injunction, Complaint Coversheet, Summons, and Complaint on behalf of the Defendants, Ron Ork and Luke Dong, and retain a copy of the same.



 Larry Gregg
 A Business Law Firm
 Attorney for Defendants

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of)
South Carolina, Inc.,)

Plaintiff,)

v.)

Ron Ork and Luke Dong,)

Defendants.)

Civil Action No. 14-CP-42-

2014-CP-42-1622

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR TEMPORARY INJUNCTION**

TO THE DEFENDANTS ABOVE NAMED:

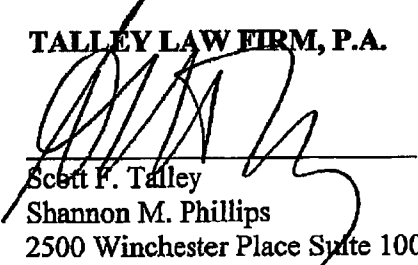
YOU ARE HEREBY NOTIFIED that the undersigned, as attorney for Plaintiff herein, will move this Court at such time as the matter may be scheduled and heard, for a temporary injunction, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, enjoining Defendants and any members of Plaintiff acting in concert with the Defendants from enforcing any action taken at meetings and/or elections regarding the Office of President, Board of Directors, and/or other Officers of the Plaintiff on Sunday, April 20, 2014, putting in place any person elected at said meetings or any changes in general proposed and approved at said meetings based on the meetings and meeting organizers' failure to comply with the Plaintiff's Bylaws. Further, all funds removed by Defendants from Plaintiff's bank account in the past month without proper authorization from the President, Treasurer and/or Board of Directors should be accounted for and returned immediately.

Based on the Affidavit in support of this Motion submitted herewith, Plaintiff asserts that it is entitled to the Temporary Injunction in that Plaintiff will suffer irreparable harm if the injunction is not granted. Plaintiff would further assert that it will likely succeed on the merits of

the litigation based on Defendants' failure to follow Plaintiff's bylaws regarding such action requested by them at the meetings on Sunday, April 20, 2014, which even if valid, were not properly noticed and that there is no adequate remedy at law to protect the Plaintiff from further actions by Defendants in the future. In short, Plaintiff respectfully asserts that the Temporary Injunction is needed to preserve the status quo and to avoid possible irreparable injury to the Plaintiff during the course of the pending litigation.

This motion is based on the allegations contained in the Complaint to be filed herewith and is incorporated herein by reference.

TALLEY LAW FIRM, P.A.



Scott F. Talley
Shannon M. Phillips
2500 Winchester Place Suite 100
Spartanburg, South Carolina 29301
864-595-2966
Attorneys for Plaintiff

April 21, 2014
Spartanburg, SC

2014 APR 21 PM 4:26
M. HOPE BLANCHET

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of
South Carolina, Inc.,)

Plaintiff,)

v.)

Ron Ork and Luke Dong,)

Defendants.)

Civil Action No. 14 CP 42-

2014-CP-42-1622

NOTICE OF HEARING

TO THE DEFENDANTS ABOVE NAMED:

You, Ron Ork and Luke Dong, will appear before me on 25 day of April, 2014 at 2:00 o'clock p.m. in the Court of Common Pleas, Spartanburg County Courthouse, 180 Magnolia Street, Spartanburg, SC 29306, to show cause, if any you can, why a Temporary Injunction should not be granted as prayed for in the attached Motion for Temporary Injunction.

Given under my hand and the Seal of this Court this 21 day of April, 2014.

/s/ R. Kevin Kelly
JUDGE PRESIDING Debbie Greene

CERTIFIED COPY
M Hope Blackley
CLERK OF COURT
SPARTANBURG COUNTY
BY Debbie Greene
DATED 4/21/14

2014 APR 21 PM 4:26
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of
South Carolina, Inc.,)

Plaintiff,)

Vs.)

Ron Ork and Luke Dong,)

Defendants.)

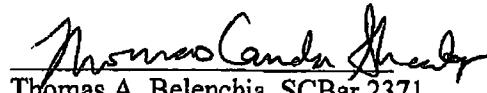
IN THE COURT OF COMMON PLEAS

**NOTICE OF MOTION AND MOTION TO
DISMISS AND VACATE THE ORDER
GRANTING TEMPORARY INJUNCTION**

Case No.: 2014-CP-42-1622

TO: SHANNON M. PHILLIPS, ATTORNEY FOR PLAINTIFF,

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, the Defendant, Ron Ork, and Luke Dong, through their attorney, will move before the Presiding Judge of the Common Pleas Court in Spartanburg County, Spartanburg, SC, at a date and time to be specified by the Court, for an Order dissolving and/or vacating the Order Granting Temporary Injunction in the above-captioned action. This motion is based upon the applicable Rules of Court, South Carolina case law, and any affidavits and/or memorandum which may be filed prior to the hearing. The Defendant further alleges that Defendant is prompt in filing for relief, the existence of meritorious defenses, and the Plaintiff will not be adversely prejudiced.



Thomas A. Belenchia, SCBar 2371

tab@abizlaw.com

T. Camden Shealy, SCBar 101447

tcs@abizlaw.com

Larry E. Gregg II, SCBar 101215

leg@abizlaw.com

Attorneys for Defendants

P. O. Box 3421

Spartanburg, SC 29304

Phone: (864) 699-9801

Fax: (864) 699-9803

April 25, 2014

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 APR 25 PM 1:51
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of)
South Carolina, Inc.,)

Civil Action No. 14-CP-42-01622

Plaintiff,)

v.)

Ron Ork and Luke Dong,)

Defendants.)

**NOTICE OF MOTION AND MOTION FOR
RULE 11 SANCTIONS**

TO: DEFENDANTS RON ORK AND LUKE DONG, BY AND THROUGH THEIR
COUNSEL OF RECORD:

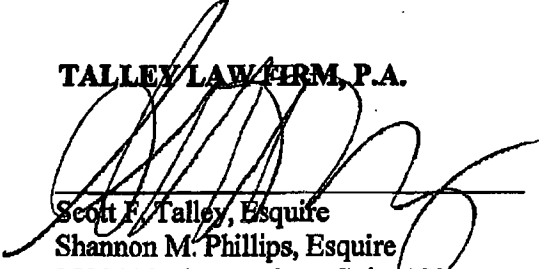
YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorneys, will move on the tenth (10th) day after service hereof or as soon thereafter as counsel can be heard for an order:

1. Imposing sanctions upon the Defendants, or their counsel, based on their noncompliance with the Court's April 21, 2014 and May 16, 2014 Orders in this matter. More specifically, Defendants failed to deposit funds in dispute back into Plaintiff's bank account per the April 21, 2014 Order, and failed to deposit funds in dispute into a trust account per the May 16, 2014 Order. Defendants delayed in depositing the funds into Plaintiff's or a trust account until June 27, 2014, and during that delay spent at least \$50,000.00 of the funds, which is almost all of the funds in dispute. Defendants did so after the Orders were entered and should be held in contempt.

FILED
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SPARTANBURG COUNTY
2014 JUL 17 PM 3:14
J. HOPE BLACKLEY

This motion is based on the applicable rules of civil procedure, discovery in the case, and such documents, including memorandums, and affidavits which may be submitted prior to the hearing.

TALLEY LAW FIRM, P.A.



Scott F. Talley, Esquire
Shannon M. Phillips, Esquire
2500 Winchester Place, Suite 100
Spartanburg, SC 29301
864-595-2966
Attorneys for Plaintiff

Spartanburg, SC
July 11, 2014

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 JUL 17 PM 3:14
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)
)
Spartanburg Buddhist Center of)
South Carolina, Inc.,)
)
Plaintiff,)
)
vs.)
)
Ron Ork, and Luke Dong,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

**PLAINTIFF'S MEMORANDUM IN
SUPPORT OF RULE TO SHOW CAUSE**

Case No.: 2014-CP-42-1622

Ron Ork and Luke Dong)
)
Third Party Plaintiffs,)
)
vs.)
)
Chivin Sun, Robert Pek,)
Sakhan Sok, Sambo Khiev,)
Sophy Pres, and Tommy Ong,)
)
Third Party Defendants.)

Plaintiff hereby submits its Memorandum In Support of Rule to Show Cause as follows:

Facts

Plaintiff is a Buddhist Temple operating in Spartanburg, South Carolina and is organized as a non-profit South Carolina corporation. *See* Ex. A, Secretary of State Record. To that end, it has a Board of Directors and Officers, per its By-laws. *See* Ex. B, By-laws. The Head Monk, Defendant Ron Ork, acts as a spiritual leader for the Temple members, but also as the Chairman of the Board of Directors. *See id.*, Art. 9, § 2. Further, the Head Monk lives at the Temple.

In Plaintiff's By-laws, the Board of Directors is responsible for managing corporate affairs, including the entering of contracts binding Plaintiff. *See* Ex. B, Art. 8, § 5.2 (it is one of

the Board's "Duties and Responsibilities...[t]o enter the legally binding agreements and contracts between the Corporation and any individual organization"). The Treasurer and President are responsible for the financial affairs of the Temple, subject to the Board's direction. *See* Ex. B, Art. 9, § 6.4 (President is responsible for financial management of corporation); Art. 9, § 9(D) (Treasurer disburses funds as directed by Board).

In September 2013, Defendant Ork, Defendant Dong, and Randy Yip entered into a construction agreement with Harvest Group, LLC for the new building of Defendants' choice without the approval of the rest of the Board of Directors. *See* Ex. C, Construction Agreement Signed by Defendants. Notably, Robert Pek's and Sambo Khiev's names have been crossed off the construction agreement. *See id.* Defendant Dong and Randy Yip were not on the Board of Directors, and no Defendant was President or Treasurer of the corporation. Defendants did not act according to the By-laws, and they did not act with the authority or approval of the Board in committing Plaintiff to this contract. The remaining members of Plaintiff's Board did not see the final, executed contract until this litigation commenced.

Defendant Ork's payments to Harvest Group, LLC sparked the unraveling of his relationship with the rest of the Board. Subsequently, Defendant Ork instituted an election to replace the Board and Officers (which election Plaintiff contends was improper under its By-laws), withdrew all funds from Plaintiff's account on April 18, 2014, and upon information and belief, removed all of the initial signatories except himself from the account. Plaintiff brought this action, demanding return of the funds and a determination that the election was invalid, among other relief.

Orders Issued by this Court

On April 21, 2014, this Court entered an Order which stated that the Board of Directors and Officers of Plaintiff would remain the same (as they had been for years prior to the improper April 20, 2014 election) pending the resolution of this matter, and that Defendants were to deposit the withdrawn funds back into Plaintiff's bank account within 24 hours. *See* Ex. D, April 21, 2014 Order Granting Temporary Injunction. On April 25, 2014, the parties attended an injunction hearing with Judge Keith Kelly. Before this hearing, Plaintiff's attorneys Scott Talley and Shannon Phillips, Defendants' attorneys Larry Gregg and Camden Shealy, and Judge Kelly met to discuss potential options for resolution among the parties. Although no agreement was reached and Judge Kelly did not comment on the election issue, he clearly communicated to the attorneys that he was concerned about the approximately \$61,000.00 at issue and that it should be safeguarded during the litigation. Judge Kelly did not issue a ruling at the hearing, but took the issues under advisement and requested further information in an April 29, 2014 conference call with the parties.

On May 2, 2014, the Court ordered the funds in dispute to be placed into a joint trust account. *See* Ex. E, May 2, 2014 Email Order. On May 16, 2014, the Court more formally ordered that "Defendants shall deposit the funds in dispute into a newly opened account, and only a lawyer from each party will be listed as signatory to that account...funds may only be used to pay obligations of Plaintiff on which the parties agree." *See* Ex. F, May 16, 2014 Order Granting Temporary Injunction. Further, the Court ordered that "no corporate action may be taken on behalf of Plaintiff during the pendency of this litigation, except that to which the parties agree." *See id.*

Defendants' Subsequent Actions in Violation of the Court's Orders

A review of the bank account records corresponding with the dates of the above orders is telling in this matter. Defendant Ork seemingly deposited the funds back into the account on April 21, 2014, but failed to add back the former signatories on the account. After that, Defendant Ork continued to spend Plaintiff's funds without disclosing the same to the rest of the Board or Plaintiff's officers. Defendant Ork wrote the following checks from Plaintiff's account to Harvest Group, LLC:

- April 29, 2014: Check #1163 for \$20,000.00 (*see* Ex. G, Check # 1163);
- May 7, 2014: Check #1164 for \$16,400.00 (*see* Ex. H, May 2014 Checks to Harvest Group, LLC for Building Construction); and
- May 9, 2014: Check #1165 for \$32,000.00 (*see id.*).

These withdrawals, along with all other withdrawals Defendant Ork made from Plaintiff's account during this April-June timeframe, were without the knowledge of the Treasurer, President, or Board of Directors and were in flagrant disregard for Judge Kelly's expressed concerns regarding safeguarding the funds in dispute. Further, the May 7 and 9, 2014 checks totaling \$48,400.00 were direct violations of the Court's express ruling regarding the funds and trust account. *See* Ex. E, May 2, 2014 Email Order.

On June 27, 2014, the parties' counsel met to set up the trust account. At that time, Defendants' counsel made a deposit of \$1,634.70. *See* Ex. I, Check Deposited into Trust Account. Plaintiff's Board of Directors was alarmed that almost all of the money at issue had been spent by Defendant Ork. The majority of the funds were spent in one week following the emailed Order.

Further, Defendants have continued acting on behalf of Plaintiff and without the Board's agreement, in spite of the Court's Order that "no corporate action may be taken on behalf of Plaintiff during the pendency of this litigation, except that to which the parties agree. *See* Ex. F, May 16, 2014 Order Granting Temporary Injunction. Defendants been holding fundraising events on behalf of Plaintiff for the new building and collecting members' charitable donations, but not depositing the funds into the trust account.

At one of these events on November 2, 2014, Defendant Dong and Defendants' agent Randy Yip announced that Plaintiff's members had raised \$38,946.00 towards construction of the new building. *See* Exs. K, Member Affidavits Regarding November 2, 2014 Fundraising Event; L, Sim Affidavit and Transcript of Video of November 2, 2014 Fundraising Event. In the video of the November 2, 2014 fundraising event, Randy Yip announces that members have contributed \$38,965.00. *See* Ex. L, Transcript of Video. Mr. Yip is not yet a named Defendant, but Plaintiff has discovered in the course of this litigation he too signed the Construction Agreement. *See* Ex. C. Mr. Yip is not a Board member or an Officer of Plaintiff.

When questioned as to how the money would be spent, Mr. Yip stated that \$3,000.00 would be used to pay for out of town monks' travel expenses and utilities for the temple. *See* Ex. L. Utilities are automatically drafted from the trust account, such that any funds for utilities should have been deposited into the trust account. In the transcript of the video, Defendant Dong announces that \$29,514.00 of the members' donations will go directly towards building the new building, and \$6,456.00 will be deposited into Plaintiff's account. *See* Ex. L, Transcript of Video. Mr. Dong is not a Board member or Officer of Plaintiff and has no authority to decide which donations of Plaintiffs' members may be deposited into Plaintiff's account or not.

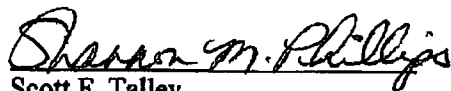
Upon information and belief, Defendants have held multiple fundraising events while this litigation has been pending, but they deposited only \$1,000.00 between August 14, 2014 and November 10, 2014. *See* Ex. J, November 10, 2014 Bank Statement. In response to Defendant's counsel's concerns about overdrafts in Plaintiff's account, Plaintiff's counsel requested that Defendants deposit the money raised on November 2, 2014 into the trust account. *See* Ex. M, November 5, 2014 Phillips Email to Gregg. As a result, \$6,451.00 was deposited into the trust account. *See* Ex. J, November 10, 2014 Bank Statement. Plaintiff is concerned that Defendants are continuing to raise funds on behalf of Plaintiff and convert members' donations to Plaintiff in willful and wanton disregard for the corporate By-laws, the Board of Directors and Officers, and now in violation of this Court's Orders. *See* Ex. N, Affidavits of Plaintiff's President, Treasurer, and Registered Agent.

Prayer for Relief

Plaintiff requests the Court find Defendants have willfully and wantonly disobeyed the Court's orders in this matter, and hold Defendants in contempt of court, and for such other relief to which Plaintiff may be entitled.

Respectfully Submitted,

TALLEY LAW FIRM, P.A.



Scott F. Talley
Shannon M. Phillips
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
864-595-2966
Attorneys for Plaintiff

Dated: November 14, 2014



SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA, INC.

*Note: This online database was last updated on 4/23/2014 6:01:40 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ROBERT R PEK
ADDRESS:	770 BRYANT ROAD
CITY:	SPARTANBURG
STATE:	SC
ZIP:	29309
SECOND ADDRESS:	

FILE DATE:	02/18/2010
EFFECTIVE DATE:	02/18/2010
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Elsedynary Incorporation	02/18/2010	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

BY-LAWS

OF

SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED

ARTICLE 1- Background

May 15, 2009, Board of Directors of another nonprofit organization called Cambodian Society of South Carolina Incorporated unanimously approved a resolution to taking over the abandoned Wat Lao Buddha Ratanaram, Inc. a Buddhist Temple that was located at 770 Bryant Road, Spartanburg, SC 29303.

At the time, the CSSC, Inc. had been renting places to have their fund raising activities to help our Cambodian people who are facing variety of hardship such as job losses, severe illnesses etc... There were reasons behind this taking over Wat Lao. A) 95% of Cambodian people are Theravada Buddhists C) the CSSC, Inc. needed a place to teach Cambodian children our language and culture. D) The Buddhist Temple has kept the Khmer Culture and language which have survived through many generations of civil unrest and the under French Colony period back then in our home country Cambodia.

ARTICLE 2- Name of Organization

Our Temple attorney advised us to change Wat Lao Buddha Ratanaram to something else. The CSSC, Inc. Board of Directors had changed this name to Spartanburg Buddhist Center of South Carolina Incorporated which was officially incorporated. Then have a complaint from Temple members that the long name of Spartanburg Buddhist Center of SC, Inc. is difficult to pronounce. We did propose a few fictitious names to select and the majority of them wanted it to be called WAT PREAH ANG THOM.

ARTICLE 3- Principal Office

SECTION 1. Permanent Office shall be at 770 Bryant Rd, Spartanburg, SC 29303-5002

SECTION 2. Permanent files and documents will be stored at the Temple attorney office

SECTION 3. Copies of these permanent files and documents can only be distributed to these

Corporate officers:

- 1- Head monk or Chau Athkar of Spartanburg Buddhist Center or in short Wat Preah Ang Thom
- 2- Current elected Temple President
- 3- Current Spartanburg Buddhist Center Corporate Registered Agent

ARTICLE 4- Compliance with State and Federal Laws

To comply with Guidelines For South Carolina Nonprofit Organizations Chapter 31 Title 33 of the 1976 Code and a new Chapter(56) of Title 33 which was added to the State Code of Laws to govern fund. raising activities of Charitable Organizations in South Carolina. This South Carolina Guidelines Laws provides the legal context under which the nonprofit Corporations operate in the State of South Carolina.

ARTICLE 5- Mission Statement of the SBCSC, Inc.

Spartanburg Buddhist Center of South Carolina Incorporated is a religious nonprofit organization serving and representing all THERAVADA BUDDHISM, the Elder School which is the original oldest school in Buddhism. It has been introduced to the world for 2,555 years by the Buddha Himself, then the lay Buddhist followers have kept and spread his Teaching through out the globe. It is the basic of our Buddhists custom to observe the Five Precepts everyday. They are the following:

1- Observe the precept of refraining from taking life 2- Observe the precept of refraining from taking what is not given. 3- Observe the precept of refraining from sexual misconduct. 4- Observe the precept of refraining from false speech. 5- Observe the precept of refraining from taking intoxicating drinks that lead to Intoxication and delay.

We offer many services to fill the need of lay Buddhists:

- 1- Organize Merit-Making Ceremony in the Temple or in the people houses
- 2- Officiating the Buddhist wedding Ceremony
- 3- Spiritual Counseling the Buddhist way to cope with problems that free society experiencing.
- 4- Organize Buddhist funeral services at Spartanburg Buddhist Center or at Funeral Homes
- 5- We offer Insight Meditation classes to all Buddhists or non Buddhists practice. Languages used: English or Cambodian
- 6- Offer educational classes : Cambodian language classes and ESL classes to all Temple members whose mother tongues are not English. These classes will be taught by either American volunteers or by former Cambodian professional.
- 7- Other services are provided by request

ARTICLE 6- Logo for Spartanburg Buddhist Center of SC, Inc. (SBSC, INC.)

The symbol for SBSC, INC. is outlined in blue circle, the upper half is spelled out in capital letter as "SPARTANBURG BUDDHIST CENTER" with the bottom half with Khmer language same English meaning, except in Khmer, we include City and State. ~~There are two red dots to separate English and Cambodian. In the center of the circle, we use the color brown 8 spokes of the DHAMMA WHEEL which is the main Dhamma Teaching in Buddhism. This logo symbol is registered as Temple trade mark. It has been submitted to the Department of Secretary of State of South Carolina. Any change to the trade mark, name or logo has to be made by the majority of the Board of Directors. Corporate SEAL will be different, there is color to the back ground.~~

ARTICLE 7- Spartanburg Buddhist Center Membership

SECTION 1- Members' Rights and Benefits

The corporation shall have only one category of members. Each and every member shall be:

- 1- Being a faithful lay person who believes in Buddha's Enlightenment and practice loving kindness, obey Buddhist rules and this Bylaws.
- 2- All lay persons including their children of all ages shall be the members of this SBSC, INC.
- 3- Membership is free of charge, except we require that you give the SBSC, INC. the full name of head of household and addresses for Temple mailing purposes. It is a way to inform members of Buddhist Congregation events.
- 4- Spartanburg Buddhist Center of SC will open to members and public to use the facility for Merit making Ceremony and Buddhist birthday.
- 5- The voting rights to select the President, the Board of Directors and major corporate decisions. Each member of the Congregation shall be entitled to vote in person on each matter submitted to a vote by members, by the Board or by the Officers.
- 6- The rights to run for the President or the Board of Directors
- 7- The benefits of being the member of a large group of Cambodian family and other nationality as a community in the upstate of South Carolina who willing to work together to improve and to support each other and our Temple.

SECTION 2- Members' Obligation

Each and every member shall be obligated to:

- 1- Request to be virtuous member and be loyal to SBSC, INC. for the life of your membership
- 2- Actively participate into the corporate business including attending annual and special meetings.

SECTION 3- General meeting of members

A general meeting of members shall be held during the month of APRIL to elect the new President or the new Board of Directors or both, and to make any decisions related to the matter of the Corporation.

SECTION 4- Written notice of any annual or special meetings shall be given to each member no less than seven (7) days before the date of such meeting, either personally or by mail, E-mail or by the secretary of the corporation.

SECTION 5- Quorum at any meeting

The presence in person representing three-fourth(3/4) of the members shall constitute a quorum at any meeting of the Board of Directors. If, however, such a quorum shall not be present, the members present in person, shall have the power to adjourn the meeting and to decide the date, time and place of another one. The second meeting shall transact any business which might have been transacted at the adjourned meeting, regardless of the number of members present. A quorum shall consist of no less than 4 members of the Board of Directors.

ARTICLE 8- Board of Directors

SECTION 1- Number of Board of Directors

Base on South Carolina Guidelines, Section 3, page 12 under title "THE NON PROFIT ORGANIZATION'S FIRST BOARD OF DIRECTORS". The nonprofit Corporation shall have at least three(3) governing Board of Directors and three Officers. These Officers are President, Secretary and Treasurer. One person may hold two of these three offices, so you can have a President/Treasurer, Secretary/Treasurer, and also have President/Secretary. Given the fact that "public benefit" corporation cannot be owned privately and private inurement by members of its governing Board is prohibited, it is recommended that this first Board, at minimum, be comprised of five to seven individuals. If there are members who are related they should not constitute the majority of the Board of Directors.

SECTION 2- Head monk and Lay Buddhist Officers

Head monk or CHAU ATHIKAR has to be appointed by majority vote of the Board of Directors secret ballots. The monk who won the majority vote will serve the highest honored as **Chairman of the Board**. He will oversee Temple overall operations and Leader of Buddhist Religion in Spartanburg Buddhist Center of South Carolina. He shall work closely with the legal Board of Directors, strong supporters and all Temple lay Buddhist members. He also have to abide by these bylaws or State and Federal laws that allowed a nonprofit Organization to operate under their *Guidelines*.

SECTION 3- Qualifications for both the Head monk and Temple Lay Buddhist President

Any reputable monk who is qualified to be a leader in Buddhism will be appointed a head monk or (Chau Athikar) to lead the Buddhist Religious Ministry by the Temple Board of Directors. Only reputable Lay persons of this Corporation may serve as or run for the Directors or the President of this SBCSC, Inc a religious nonprofit Corporation.

SECTION 4- General Standard for the Directors

A Directors shall discharge his or her duties as a Director, including his or her as member of a Committee in good faith, with care like an ordinary prudent person holding same position would exercise under similar circumstances and in a manner the Directors reasonably believes to be the best interest of the Corporation.

SECTION 5- Duties and Responsibilities

Subject to the provisions of the laws of the state of South Carolina and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate responsibilities shall be exercised by or under the direction of the Board. The business, property and affairs of the Corporation shall be managed by the Board of Directors. Among specific responsibilities that may be lineated are the following:

- 1- To alter, amend or repeal these Bylaws by the majority of those voting, at any regular or special meeting duly convened after notice to the Directors of such purpose. Thirty (30) days notice to Directors of the meeting in which an amendment is to be approved by the members and the notice is required to state that purpose or one of the purposes of the meeting is to consider a proposed amendment of the Bylaws and contains or is accompanied by a copy or summary of the amendment or states to general nature of the amendment.
- 2- To enter the legal binding agreements or contracts between the Corporation and any individual organization, Or Government entity.
- 3- To establish policies, codes and operating procedures relative to the conduct of business related to these Bylaws and to make amendments to these Bylaws and to resolution and other action which the Board may take that will required sustained activity by the organization. Correspondingly, the Board shall direct the Officers to develop administrative procedures to ensure that all laws, regulations, rules and policies Issued by the Board are supported within the day to day operation of the organization.

- 4- To cause any annual or periodic report required under the law to be prepared and delivered to an office of this State or to members of this Corporation, to be prepared and delivered within time limit set by law.

SECTION 6- Terms of Office

Each Director shall hold office for a period of three (3) years or until his or her successor is elected or qualified. A member may be elected to be the Director by the Board of Directors or by the majority vote during the annual members' meeting in the month of April.

SECTION 7- Place and Schedule of Meeting

Meeting shall be held at the Principal office of the corporation unless otherwise provided by the Board or at such other places as may be designated from time to time by resolution of the Board. Regular meetings of the Board of Directors shall be held on the first Sunday of each month at noon, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same place and hour on the following Sunday.

SECTION 8- Special Meeting

Special meeting of the Board may be called by the monk, Chairman of the Board or the President or by any two Directors, if different, by the person specially authorized under the laws of this State to call special meeting of the Board of the Directors.

SECTION 9- Notice of meetings

Unless otherwise provided by the Articles of Incorporation, these Bylaws or provisions of the laws, the following provisions shall govern the giving of notice for meeting of the Board:

- a) **Regular Meetings:** No notice need be given of any regular meeting of the Board, but notice shall be given if, by necessity, the place of meeting shall be temporary changed from that which has been designated by resolution of the Board of Directors.
- b) **Special Meetings:** At least one week prior notice shall be given by the Secretary of the Corporation to each Director of each special meeting of the Board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine or by E-mail and shall state the date, place and time of the meeting and matters proposed to be acted upon at the meeting. In case of facsimile or E-mail notification, the Director to be contacted shall acknowledge persona; receipt of the facsimile notice by return message or telephone call within 24 hours of the first facsimile transmission.
- c) **Waiver of Notice:** Whenever notice of a meeting is required to be given to any Director of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the laws of this State, a waiver of notice in writing signed by the Director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 10- Conduct of Meeting

Meetings of the Board shall be presided over by the Chairman of the Board, or, in his or her absence, the President or Vice-President of the Corporation shall conduct the Board Meetings or if no such person presented, the Corporate Secretary shall have the authority to preside over this Board Meeting and he or she shall also acts as Secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Corporate Secretary of the Board Meeting. Meeting shall be governed by common rules, restriction and customs of civilized society, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with the provisions of law of the State.

SECTION 11- Vacancies of Board of Directors

Vacancies on the Board of Directors shall exist one(1) on the death, resignation or removal of any Director, and shall exist two(2) whenever the numbers of authorized Directors is increased. Any Director may resign effective upon given a written notice to the President or to the Chairman of the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign, if the SBCSC, Inc. would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Office of the State Attorney General or other appropriate Agency of this State. Unless otherwise prohibited by the provisions of the law. Vacancies on the Board of Directors may be filled by majority of the Board, if the number of Directors then in office is less than a quorum which is three quarters (¾) of Directors or by a sole remaining of Director(s). A person elected to fill vacancy on the Board shall hold office until the next election of the Board or until his or her death, resignation, or removal from office.

SECTION 12- Directors' Liability

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Spartanburg Buddhist Center of South Carolina Incorporated. They are sole volunteers for the noble work to benefit the public.

SECTION 13- Liability Insurance for SBCSC, Inc.

Except as may be otherwise provided under provisions of the law, the Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation including(Chairman of the Board, President, Board of Directors ,Officers, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or the provisions of State laws.

ARTICLE 9 -- EXECUTIVE OFFICERS

SECTION 1- Designation of Officers

The Executive Officers of the Corporation shall be the President, Vice-President, Head monk, Treasurer, and other such Officers with such titles and qualifications as determine by the Board.

SECTION 2- HEAD MONK (CHAU ATHIKAR)

Head monk (Chau Athikar) Is one of the exception, he will be appointed by Board of Directors' majority vote secret ballots. He will serve the highest honored as Chairman of the Board, Leader of Buddhist religion, Chief Ministry of all Buddhist Ceremonies in Spartanburg Buddhist Center. He is also providing counseling to all Lay Buddhist members of all levels.

SECTION 3- Election of President

The President of the Corporation will be elected by all Lay Buddhist members of the Temple during Annual meeting in the month of April. The term of President is three(3) years. The two VicePresidents, the Secretary, the Treasurer, and other Officers will be selected by the President and approved by the Board of Directors.

SECTION 4-Removal and Resignation

Officers may be removed from office by the majority vote of the Board members and Officers present and voting at a special meeting presided by the Chairman of the Board. All Directors and Officers shall be notified of proposal in the notice of the meeting. The member in question shall have the opportunity to be heard, and the discussion shall be in order before the voting. Voting shall be by secret ballots.

Any Officers may resign at any time by giving a written notice to the Chairman of the Board or to the President of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and the acceptance of such resignation shall be necessary to make it effective and approved by the Board. The above provisions of this section shall be superceded by any conflict terms of a contract which has been approved or ratified by the Board relating to the employment of any Officer of the Corporation.

SECTION 5- Vacancies of Officers

Vacancies caused by the death, resignation, removal, disqualification of any Officer, or otherwise, shall be filled by the Board. In the event of a vacancy in any office other than that of the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. The vacancies occurring in office of Officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 6-Duties of the President

Unless otherwise determined by the Board of Directors, the President should have the usual duties of an executive officer with general supervision over and direction of the affair of the Corporation. In the exercise of these duties and subject to limitation of the laws of South Carolina, these Bylaws, and the actions of the Board of Directors, he or she may appoint, suspend, and discharge employees and agents and shall be a member of all Committees. The President shall also do and perform such other duties as from time to time may be assigned by the Board. The President shall report to the Board, written or oral reports, and frequency of the reports are to be determined by the Board. The responsibilities of the President include the followings:

1. **Strategy Planning and Implementation** : in consultation with the Board, set strategic vision and ensure the achievement of organizational objectives.
2. **Organize all Merit-making Ceremonies** : Prepare programs of events on a monthly basis, mail out Programs of such Buddhist Ceremonies to members and non members.

3. **Maintenance of Temple Property :** Coordinate and mobilize the volunteers to help all kinds of Temple works and special projects. He also work closely with the Head monk, the strong supporters and provide accommodation to all members and friends.
4. **Financial Management :** work with the Executive Committee, Treasurer, Secretary, including the Head monk (Chau Athikar) to discuss the way to run Temple business in a more efficient operation.
5. **Volunteer Management :** Create energy and enthusiasm to mobilize volunteers in governance participation structures that elicit their commitment to the achievement of Spartanburg Buddhist Center or Wat Preah Ang Thom objectives.
6. **Administrative Works:** put into effect all directives and resolutions of the Board of Directors and preside over all meetings. Keep all Minutes and Important meeting papers as permanent record for the Corporation.
7. **Public and Community Relations :** Serve as the lead Representative of Spartanburg Buddhist Center and represent the Organization in appropriate groups and networks consistent with the mission of the Buddhist Temple. Oversee design, marketing, and image areas of the Temple. Build good relationship with donors, contributors, Foundations, Companies and strategic partners.

All responsibilities will be met by working in collaboration with Board members, standing Committee members, paid staffs and Community partners. Success comes mainly through leading, delegating, and motivating others to participate in the work of the Organization.

SECTION 7- Duties of Vice-President and Assistance Officers

Unless otherwise determined by the Board, the Vice-President and Assistant Officers shall have the power and perform the duties of his respective officer. Vice-President and Assistant officers shall have such ranks as shall be designated by the President and approved by the Board and each, in order of rank, shall act for such superior officer in his absence or upon his disability or when so directed by such superior officer or by the Board. *To be an effective Vice-President, one must:*

- Be prepare to take over the Presidential responsibilities at any time;
- Be prepare to assist the President in any way;
- Be prepare to take on any specific duty that is requested of you by the President;
- Model appropriate behavior and be aware of your limitations;
- Call issues to attention of the President.

SECTION 8- Duties of Secretary

The Secretary shall :

- A) Keep all original or copy of these Bylaws including the new amended and otherwise altered one to date at the Corporate Principal office.
- B) Keep a book of minutes of all meetings of the Board of Directors, and if applicable, meetings of Committee of Directors and of members, recording therein the time, date and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or presented at the meeting, and the proceeding thereof.
- C) shall see that all notices are duly given in accordance with provisions of these Bylaws or as required by laws of this State.
- D) Be a custodian of records and of the seal of the Corporation and affix the seal as authorize by these Bylaws and to duly executed documents of the Corporation.
- E) Keep at the Principal office of the Corporation a membership book containing the names and addresses of each and any members, and, in the case where any membership has been terminated , he or she shall record such facts in the membership book together with the date on which such membership ceased.
- F) Exhibit at all reasonable times to any Director of the Corporation , or to his or her agent or attorney , on request thereof, the Bylaws, the membership book, and the minutes of the proceedings of the Directors of the Corporation.
- G) In general, perform all duties incidents to the Office of Secretary and such other duties as may be required by laws , by the Articles of Incorporation, or by these Bylaws or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9- Duties of Treasurer

The Treasurer shall :

- A) have charged and custody of, and be responsible for, all funds and securities of the

- Corporation, and deposit all such funds in the name of Corporation in such banks, Trust Companies, or other depositories as shall be selected by the Board.
- B) Received and give receipts for, moneys due and payable to the Corporation from any source whatsoever.
 - C) Maintain an up to date list of names and addresses and contributions of the Corporation Members and issue receipts for all kinds of contributions.
 - D) Disbursed, or caused to be disbursed, the funds of the Corporations may be directed by the Board, taking proper vouchers for such disbursements.
 - E) Keep and maintain adequate and correct accounts of the Corporation's properties and its business transaction, including account for its assets, liabilities, receipts, disbursements, gains and losses.
 - F) Exhibit at all reasonable times the book of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefor.
 - G) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
 - H) Prepared or caused to be prepared, and certify, or caused to be certified, the financial statements to be included in any required reports.
 - I) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by laws, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

ARTICLE 10 - CONFLICT OF INTEREST

Conflict of interest and fraudulent acts described in the Code of Business Ethics. They are absolutely prohibited and punishable by state and Federal laws.

ARTICLE 11- NON PROFIT PURPOSES - IRC Section 501(c) 3

This Corporation is organized exclusively for the purposes as specified in section 501(c)3 of the Internal Revenue Code, including, for such purposes, the making distributions to organizations that qualified as exempt organizations under Section 501(c)3 of the Internal Revenue Code. In addition to complying with Section 501(c)3 of the Internal Revenue Code, the Bylaws of this Corporation is written based on the South Carolina law Title 33- Corporation, Partnerships & Associations: Chapter 31 South Carolina Nonprofit Corporation Act, Section 33-31-206. Therefore the South Carolina law shall be consulted and used for the provisions not specifically addressed in this Bylaw.

ARTICLE 12- DISSOLUTION OF SPARTANBURG BUDDHIST CENTER OF SC, INC

Upon dissolution of this Corporation, its assets remaining after payment, or provision for payments, of all debts and liabilities of this Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)3 of the Internal Revenue Code or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state. All Board of Directors must approve the dissolution.

ARTICLE 13- TRANSLATION TO OTHER LANGUAGE

Some documents may be translated into Cambodian language for distribution, information and communication with its Cambodian members. All Cambodian language documents must have their corresponding English language documents. In case there are conflicts, the documents in English language will take precedent over the documents in Cambodian language.

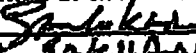
ARTICLE 14- Amendment of Bylaw

This Bylaw, or any of them, may be altered, amended, or repealed and new Bylaws will be adopted and approved by the majority vote of the Board of Directors.

ARTICLE 15 - Majority Approval to this Bylaws

This Bylaws has been modified several times since we incorporated our SBSC, Inc. on February 16, 2010. All members of the Board of Directors have unanimously approved this this Bylaws. Their names and signatures are on the attachment page:

Board of Directors' names and signatures attachment page.

1-Venerable Ron Ork, Temple Abbott, Chairman of the Board		date 2/11/2012
2-Mr. Sambo Khleav, SBSC, Inc. President		date 2/11/2012
3-Mr. Sakhan Sok, SBSC, Inc. Vice President		date 2-11-2012
4-Mr. Sophay Pres, SBSC, Inc. Treasurer		date 2-11-2012
5-Venerable Chhat Him, SBSC, Inc. Secretary		date 2/11/2012

Article 15 is the last article in this SBSC, Inc. Bylaws which began on May 15, 2009

Sala Chan Construction Agreement

This Agreement between Owner and Contractor (the "Agreement") is effective ____ September 2013,

BETWEEN: **HARVEST GROUP, LLC** (The "Contractor"), a company organized and existing

Under the laws of the state of South Carolina, with its head office located at:

600 Stafford Avenue, Spartanburg, SC 29302.

AND: **Spartanburg Buddhist Center** (the "Owner"), an individual with his main address located at OR a
company organized and exiting under the laws of the state of South Carolina,
with its head office located at:

760 Bryant Road, Spartanburg, SC 29303

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to provide all of the material and labor required to perform the following work for.

(See attachment 1-Scope of Work)

As shown by the drawing(s) and described in the specifications prepared by the architect and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of One Hundred Sixty-Four Thousand and 00/100 Dollars (\$164,000.00) in the following manner:

(See Attachment 2-Payment Schedule)

Sala Chan Construction Agreement

3. COMPLETION OF THE WORK

The Contractor agrees that the various portions of the above-described work shall be completed in a timely manner.

The Contractor shall commence the work to be performed after the permit has been issued. And the entire above-described work shall be completed within six (6) months.

4. MODIFICATIONS TO THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decrease accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before processing with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or neglect of the Owner; the

Sala Chan Construction Agreement

time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

9. INDEMNIFICATION

In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of One Hundred Fifty and 00/100 Dollars per week as liquidated damages until such time as the work is completed.

10. Permits and Inspections

The Contractor shall obtain all necessary building permits and licenses required to do the work and will comply with all building codes and regulations and ordinances. The Contractor is responsible to call all inspections necessary to complete the project.

11. Hold Harmless

The Contractor agrees to defend, indemnify and hold the Owner harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's negligence in the performance of the construction Agreement. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors, or suppliers for unpaid work or labor performed or materials supplied in connection with the Construction Agreement.

12. Lien Waivers

The Contractor shall protect, defend and indemnify the Owner from any claims for unpaid work, labor or material.

13. Damage to Work

Contractor shall repair or replace, at Contractor's expense, every portion of the work that is damaged or destroyed caused by Contractor's negligence.

14. Termination by Owner

Sala Chan Construction Agreement

If the Contractor breaches any of its obligations under this Agreement, then the Owner may give Contractor written notification identifying such breach. If the Contractor has not cured such breach within seven (7) calendar days, Owner may terminate this contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from the amount otherwise owed to the Contractor.

15. General Guarantee

The Contractor shall remedy any defect due to faulty workmanship and pay for any damages to other work resulting therefrom which shall appear within one year from final payment.

16. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. GOVERNING LAW

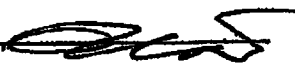
This agreement shall be interpreted under laws of the State of South Carolina.

18. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The signatures that follow constitute confirmation by those signing that they have examined and understand the Agreement and agree to be bound by the terms of these documents.

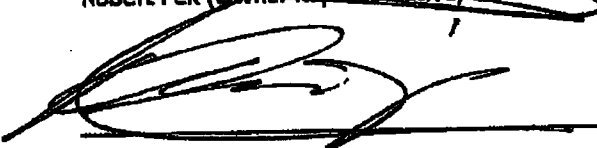
Sala Chan Construction Agreement


Venerable Ork Ron (Owner Representative) Date

9/26/13

~~Khleav Sambo (Owner Representative) Date~~

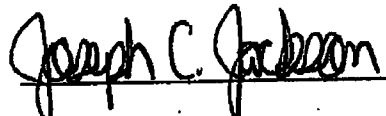
~~Robert Pek (Owner Representative) Date~~


Randy Yip (Owner Representative) Date

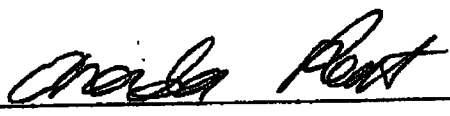
9-26-13


Luke Dong (Owner Representative) Date

9-28-13


Joseph Jackson (Harvest Group, LLC) Date

9/26/13


Witness Date

9/26/13

State of: South Carolina

County of: Spartanburg

Sala Chan Construction Agreement

Subscribed and Sworn to before me this 26th day of September 2013

Notary Public: 

My Commission expires: July 13, 2019

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of)
South Carolina, Inc.,)

Plaintiff,)

v.)

Ron Ork and Luke Dong,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 14-CP-42

2014-CP-42-1622

**ORDER GRANTING TEMPORARY
INJUNCTION**

The Court has considered Plaintiff's Motion for Temporary Injunction and supporting affidavit, and it is the opinion of this Court that Plaintiff's Motion for Temporary Injunction should be GRANTED. The Court finds Plaintiff will suffer irreparable harm if the injunction is not granted, there is no adequate remedy at law to protect Plaintiff from further actions by Defendants, and this Order is intended to maintain the status quo during the pending litigation of this matter.

It is hereby ORDERED that Plaintiff is governed by its valid and enforceable Bylaws. It is hereby ORDERED that any election held which was improper under the Bylaws, including any election held on April 20, 2014, is not valid or enforceable. All officers and Board of Directors members will be the same as before the April 20, 2014 election pending the resolution of this matter.

It is hereby ORDERED that Defendants deposit any funds withdrawn from Plaintiff's bank account on or after April 18, 2014 back into Plaintiff's bank account within twenty-four (24) hours of this Order.



It is so ORDERED.

April 21, 2014

R. Keith Kelly
JUDGE PRESIDING
R. Keith Kelly
Circuit Court Judge
7th Judicial Circuit

FILED
CLERK OF COURT
SARASOTA COUNTY
2014 APR 21 PM 4:25
M. HOPE BLACKLEY

Shannon

From: Kelly, R. Keith Law Clerk (Joseph T. Odom) [kkellylc@sccourts.org]
Sent: Friday, May 02, 2014 11:30 AM
To: Larry Gregg; Shannon; Scott Talley; 'Thomas A. Belenchia'; Camden Shealy
Cc: Kelly, R. Keith
Subject: RE: In re: Spartanburg Buddhist Center of SC, Inc. v. Ron Ork and Luke Dong

Follow Up Flag: Follow up
Flag Status: Completed

Good morning,

After a careful review of the file, all accompanying affidavits, oral arguments, and the subsequent conference call, the Court makes a finding of irreparable harm, that is, the threat of dissipation of assets, and that the plaintiffs have no adequate remedy at law. It is therefore Ordered that the funds in dispute be placed in a to be created joint bank account, with a lawyer from each side serving as signatory. The Court also makes a finding that no bond is necessary due to the security created by the dual signatory requirement. It is further Ordered that both parties are enjoined from encumbering any assets of the corporation or entering into a contact on the corporation's behalf without leave from the Court during the pendency of this litigation.

This shall serve as the Court's ruling and no further testimony is required at this time. Consequently, the Defendant's Motion to Dissolve is hereby denied.

Scott, if you would, please draft an Order reflecting the Court's ruling, citing any facts needed to support said ruling. After opportunity to review by opposing counsel, please submit it via email. Thank you.

Yours truly,

Trey Odom

From: Larry Gregg [mailto:leg@abizlaw.com]
Sent: Thursday, May 01, 2014 9:36 AM
To: Kelly, R. Keith Law Clerk (Joseph T. Odom)
Cc: Shannon; 'Scott Talley'; 'Thomas A. Belenchia'; Camden Shealy
Subject: RE: In re: Spartanburg Buddhist Center of SC, Inc. v. Ron Ork and Luke Dong

Good morning Trey,

Are we talking about doing this on May 16 at 1:30? Who would Judge Kelly like to hear from? How deep into the merits does Judge Kelly want us to go? Is the Hearing also going to include our Motion to dissolve the first temporary injunction? Is the Plaintiff going to have an opportunity to present evidence on irreparable harm and inadequate remedy at law? If so, can Judge Kelly tell both sides to give their memos to each other at least 24 hours prior to the Hearing?

Respectfully,

Larry E. Gregg, Esq.
A Business Law Firm, LLC
PO Box 3421
Spartanburg, SC 29304
leg@abizlaw.com
864-699-9801 (o)

864-699-9803 (f)

Take a Tour of Our Office

CONFIDENTIAL & ATTORNEY-CLIENT PRIVILEGED: This message is intended only for the use of the addressee and the information within this transmission is **PRIVILEGED, CONFIDENTIAL** and intended **ONLY** for the use of the individual or entity above named. If the recipient or reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify A Business Law Firm, LLC, Thomas A. Belenchia, Attorney immediately by telephone as above listed and then destroy all copies of the transmission herein. Thank You.

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the US Internal Revenue Service ("IRS"), we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding tax-related penalties under the US IRS Code or (2) promoting, marketing or recommending to another party any transaction or tax-related matters addressed herein.

From: Kelly, R. Keith Law Clerk (Joseph T. Odom) [mailto:kkellylc@sccourts.org]
Sent: Wednesday, April 30, 2014 1:47 PM
To: scott@talleylawfirm.com; shannon@talleylawfirm.com; tab@abizlaw.com; tcs@abizlaw.com; leg@abizlaw.com
Subject: RE: In re: Spartanburg Buddhist Center of SC, Inc. v. Ron Ork and Luke Dong

Good afternoon,

Judge Kelly would like have an additional hearing before making a ruling. He would to have some sworn testimony put on the record. We will be in Spartanburg the week of March 12. Is there any reason we could not hold a hearing that Friday, March 16, at 1:30? Please let us know as soon as possible so that we may advise the clerk's office. Thank you.

-Trey Odom

From: Kelly, R. Keith Law Clerk (Joseph T. Odom)
Sent: Tuesday, April 29, 2014 10:09 AM
To: scott@talleylawfirm.com; shannon@talleylawfirm.com; 'tab@abizlaw.com'; 'tcs@abizlaw.com'; 'leg@abizlaw.com'
Subject: In re: Spartanburg Buddhist Center of SC, Inc. v. Ron Ork and Luke Dong

Good morning,

Judge Kelly would like to set up a conference call to address a few questions that have arisen. Is there a time today or tomorrow (after approx. 10:30a) that would work for everyone? Thank you.

Sincerely,

J. Trey Odom

Law Clerk to the Honorable R. Keith Kelly
Seventh Judicial Circuit
125 E. Floyd Baker Blvd.
Gaffney, SC 29340
OFFICE: (864) 487-2581
FAX: (864) 487-2772

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
Plaintiff,	)	
	)	
v.	)	ORDER GRANTING TEMPORARY
	)	INJUNCTION
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

The Court, having considered the Plaintiff's Motion for Temporary Injunction and supporting affidavits, Defendants' Response and affidavits, oral arguments and a subsequent conference call with the parties, hereby GRANTS Plaintiff's Motion for Temporary Injunction. The Court finds Plaintiff will suffer irreparable harm if the injunction is not granted, there is no adequate remedy at law to protect Plaintiff from further actions by Defendants, and this Order is intended to maintain the status quo during the pending litigation of this matter.

It is hereby ORDERED that Defendants shall deposit the funds in dispute into a newly opened account, and only a lawyer from each party will be listed as signatory to that account, which attorney shall be designated by the respective party(ies). It is hereby ORDERED the bank account funds may only be used to pay obligations of Plaintiff on which the parties agree and for which the parties authorize their representative attorneys to sign.

It is hereby ORDERED that no bond shall be required.

CLERK OF COURT
SPARTANBURG COUNTY
2014 MAY 16 PM 4:24
M. HELENE B. ANDERSON

1 of 2
KKK

It is hereby ORDERED that all parties shall be enjoined from encumbering assets of the corporation or entering into a contract on the corporation's behalf without leave from the Court during the pendency of this litigation.

It is hereby ORDERED that no corporate action may be taken on behalf of Plaintiff during the pendency of this litigation, except that to which the parties agree.

It is hereby ORDERED that to the extent this order conflicts with any previous order in this matter, this order supersedes such prior order.

Further, it is hereby ORDERED that Defendants' Motion to Dissolve the first injunction entered in this matter is DENIED.

It is so ORDERED.

May 15, 2014

Spartanburg, SC


THE HONORABLE R. KEITH KELLY

CLERK OF COURT
SPARTANBURG COUNTY
2014 MAY 16 PM 4:24
R. KEITH KELLY

2 of 2
RKX



SPARTANBURG BUDDHIST CENTER OF SC, INC | Account # 2230 0969 2717 | April 1, 2014 to April 30, 2014

Check Images

Account number: 2230 0969 2717

Check number: 1159 | Amount: \$13,017.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
TO ORDER
SPARTANBURG, SC 29583
4-4-14
1159
Harvest Corp, LLC
Thirteen thousand one hundred and seventeen
Bank of America
Debit
13017.00
40539044534 2230096927171159

Seq: 82
Batch: 822857
Date: 04/08/14
SPARTANBURG BUDDHIST CENTER OF SC, INC
1159
40539044534 2230096927171159

Check number: 1160 | Amount: \$100.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
TO ORDER
SPARTANBURG, SC 29583
4-17-2014
1160
M & T SANITATION, LLC
One hundred only
Bank of America
Debit
100.00
40539044534 2230096927171160

Seq: 83
Batch: 822858
Date: 04/22/14
SPARTANBURG BUDDHIST CENTER OF SC, INC
1160
40539044534 2230096927171160

Check number: 1161 | Amount: \$13,000.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
TO ORDER
SPARTANBURG, SC 29583
4-18-14
1161
Joseph L. Jackson, Jr.
Thirteen thousand
Bank of America
Debit
13000.00
40539044534 2230096927171161

Seq: 221
Batch: 821670
Date: 04/18/14
SPARTANBURG BUDDHIST CENTER OF SC, INC
1161
40539044534 2230096927171161

Check number: 1163 | Amount: \$20,000.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
TO ORDER
SPARTANBURG, SC 29583
4-29-14
1163
Harvest Corp, LLC
Twenty thousand
Bank of America
Debit
20000.00
40539044534 2230096927171163

Seq: 30
Batch: 845010
Date: 04/29/14
SPARTANBURG BUDDHIST CENTER OF SC, INC
1163
40539044534 2230096927171163

[illegible][illegible]

SPARTANBURG BUDDHIST CENTER OF SC, INC 05-10

1164

770 BRYANT RD

0744030 SC

SPARTANBURG SC 29303-5002

1001

5/7/14

May 26, 2014
Pay to the order of Harvest Group, LLC \$ 16,400.00

Sixteen thousand four hundred and 00/100 

Bank of America 

ACH/RIT 052004483

invoice

Salva Chua #146430



⑆053904483⑆ 223009692717⑈1164

1164000000

SPARTANBURG BUDDHIST CENTER OF SC, INC

06-10

1165

770 BRYANT RD

SPARTANBURG SC 29303-5002

67442530 SC

1007

5/9/14

May 7, 2014

Harvest Group, LLC

\$32,000.00

Thirty-two thousand and 00/100

Bank of America

ACH RPT 053004483

Sale Chan

invoice #

140431

[Signature]

⑆053904483⑆ 223009692717⑈1165

Harvest Chan



Cashier's Check

No. 0823801001

Bank of America
Pay to the order of
\$1,000.00
ONE THOUSAND AND NO/100 DOLLARS
To the order of SPARKTANBURG BUDDHIST CENTER OF SC, INC
Office of
Sparktamburg Buddhist Center of SC, Inc
Bank of America, N.A.
SAN ANTONIO, TX
AUTHORIZED SIGNATURE

⑈0823801001⑈ ⑆114000019⑆ 001641000298⑈

THIS ORIGINAL DOCUMENT IS A WATERMARKED SECURITY DOCUMENT. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Business Account Application

WELLS
FARGO

Bank Name:	WELLS FARGO BANK, N.A.	Store Name:	SPARTANBURG MAIN				
Banker Name:	JACK GAMBLES	Officer/Portfolio Number:	E4595	Date:	06/27/2014		
Banker Phone:	864/596-4167	Store Number:	09388	Banker AU:	0068298	Banker MAC:	D3301-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

☒ New Deposit Account(s) Only ☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name:	Wells Fargo Simple Business Checking	Purpose of Account 1:	General Operating Account	
COD:	Product:	Account Number:	Opening Deposit:	Type of Funds:
367	DDA	8635464376	\$1,634.70	CACK
New Account Kit:	Checking/Savings Bonus Offer Available:			
Printed	NO			

Related Customer Information

Customer 1 Name:	SPARTANBURG BUDDHIST CENTER OF SOUTH	Account Relationship:	Sole Owner
Enterprise Customer Number (ECN):	233039881748719		
Customer 2 Name:	SHANNON M PHILLIPS	Account Relationship:	Signer
Enterprise Customer Number (ECN):	496235781753515		
Customer 3 Name:	LARRY GREGG	Account Relationship:	Signer
Enterprise Customer Number (ECN):	730110025481254		

Checking/Savings Statement Mailing Information

Name(s) and Information Listed on Statement:	Statement Mailing Address:	
SPARTANBURG BUDDHIST CENTER OF SOUTH	770 BRYANT RD	
	Address Line 2:	
OF SOUTH CAROLINA, INC TRUST		
	City:	State:
	SPARTANBURG	SC
	ZIP/Postal Code:	Country:
	29303-5002	US

Customer Copy

Page 1 of 5

BBG2307 (5-14 SVP)

RECORD ON APPEAL 147

**Wells Fargo Business Online®**

Account Activity

BUSINESS CHECKING XXXXXX4378

Activity Summary

Ending Collected Balance as of 11/10/14	\$6,342.28
Current Posted Balance	\$6,342.28
Pending Withdrawals/Debits	\$0.00
Pending Deposits/Credits	\$0.00
Available Balance	\$6,342.28

Transactions

Show: for Last 90 Days

Date ↓	Description	Deposits / Credits	Withdrawals / Debits
Pending Transactions Note: Debit card transaction amounts may change			
No pending transactions meet your criteria above.			
Posted Transactions			
11/10/14	DEPOSIT MADE IN A BRANCH/STORE #836008187	\$6,451.00	
11/10/14	NSF RETURN ITEM FEE FOR A TRANSACTION RECEIVED ON 11/07 \$112.10 CHARTER COMMUNIC REDEPCHECK 141106 888-235-4835 RON ORK		\$35.00
11/10/14	PREAUTHORIZED DEBIT REVERSAL	\$112.10	
11/07/14	CHARTER COMMUNIC REDEPCHECK 141106 888-235-4835 RON ORK		\$112.10
10/27/14	NSF RETURN ITEM FEE FOR A TRANSACTION RECEIVED ON 10/24 \$100.00 CHECK # 00000		\$35.00
10/27/14	NSF RETURN ITEM FEE FOR A TRANSACTION RECEIVED ON 10/24 \$112.10 CHARTER COMMUNIC CHARTER CO 102214 0261612523 SPA ORK, RON		\$35.00
10/27/14	PREAUTHORIZED DEBIT REVERSAL	\$112.10	
10/27/14	CHECK REVERSAL	\$100.00	
10/24/14	CHECK		\$100.00
10/24/14	CHARTER COMMUNIC CHARTER CO 102214 0261612523 SPA ORK, RON		\$112.10
10/21/14	MONTHLY SERVICE FEE		\$10.00
10/20/14	DUKE ENERGY UTIL. BILL 1369903023 SPARTANBURG BUDDHIST C		\$243.52
10/20/14	DUKE ENERGY UTIL. BILL 1724544206 SPARTANBURG BUDDHIST C		\$91.99
10/07/14	CHECK		\$115.72
10/02/14	CASHED CHECK		\$250.00
09/22/14	SPARTANBURG WATE DRAFTS XXXXX8905 SPTBG BUDDHIST CTR		\$288.80
09/22/14	DEPOSIT MADE IN A BRANCH/STORE #836008188	\$700.00	
09/19/14	MONTHLY SERVICE FEE		\$5.00
09/19/14	DUKE ENERGY UTIL. BILL 1369903023 SPARTANBURG BUDDHIST C		\$399.13
09/19/14	DUKE ENERGY UTIL. BILL 1724544206 SPARTANBURG BUDDHIST C		\$87.53
09/29/14	DEPOSIT MADE IN A BRANCH/STORE #836008185	\$300.00	
09/27/14	DUKE ENERGY UTIL. BILL 1724544206 SPARTANBURG BUDDHIST C		\$77.70
09/23/14	CHARTER COMMUNIC CHARTER CO 082114 0261612523 SPA ORK, RON		\$110.42
09/20/14	MONTHLY SERVICE FEE		\$5.00
09/20/14	DUKE ENERGY UTIL. BILL 1369903023 SPARTANBURG BUDDHIST C		\$1,172.88
08/14/14	CHECK		\$100.00
Totals		\$7,775.20	\$3,386.57

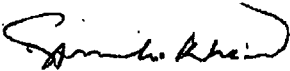
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT of SAMBO KHIEAV
	)	
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

I, SAMBO KHIEAV, after being duly sworn depose and states as follows:

1. I have been a member of the Spartanburg Buddhist Center of South Carolina, Inc. temple ("Temple") since its inception.
2. I am President of Plaintiff.
3. The money that goes into Plaintiff's account belongs to Plaintiff, and consists of members' charitable donations.
4. Under Plaintiff's By-laws, the Board of Directors and Officers are responsible for entering into contracts and managing the funds of Plaintiff.
5. I as President am responsible for the financial management of Plaintiff, subject to the Board's direction.
6. Defendants have withdrawn funds from and failed to deposit donations into Plaintiff's account without approval from, permission from, or even disclosure to Plaintiff's Board of Directors or Officers.

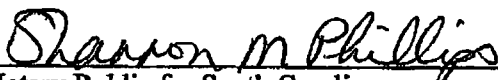
7. I did not know of, much less authorize, Defendants' withdrawals and failures to deposit funds into Plaintiff's account.

Further, the Affiant sayeth naught.



Sambo Khiev

Sworn to before me this 14th
day of November, 2014



Notary Public for South Carolina
My Commission expires: 1/13/24

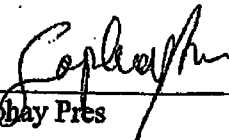
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT of SOPHAY PRES
	)	
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

I, SOPHAY PRES, after being duly sworn depose and states as follows:

1. I have been a member of the Spartanburg Buddhist Center of South Carolina, Inc. temple ("Temple") since its inception.
2. I am Treasurer for Plaintiff.
3. The money that goes into Plaintiff's account belongs to Plaintiff, and consists of members' charitable donations.
4. Under Plaintiff's By-laws, the Board of Directors and Officers are responsible for entering into contracts and managing the funds of Plaintiff.
5. More specifically, I am responsible as Treasurer for disbursing Plaintiff's funds, subject to the Board of Directors' direction.
6. Defendants have withdrawn funds from and failed to deposit donations into Plaintiff's account without approval from, permission from, or even disclosure to Plaintiff's Board of Directors or Officers.

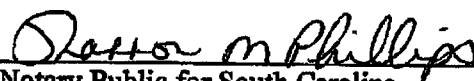
7. I did not know of, much less authorize, Defendants' withdrawals and failures to deposit funds into Plaintiff's account.

Further, the Affiant sayeth naught.



Sophay Pres

Sworn to before me this 14th
day of November, 2014



Notary Public for South Carolina
My Commission expires: 1/13/24

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	
	)	Civil Action No. 14-CP-42-1622
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT of ROBERT PEK
	)	
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

I, ROBERT PEK, after being duly sworn depose and states as follows:

1. I have been a member of the Spartanburg Buddhist Center of South Carolina, Inc. temple ("Temple") since its inception.
2. I was listed as a signatory on the Temple's bank account.
3. Around the time that Ron Ork withdrew approximately \$61,000 from the Temple's account, he removed me as a signatory to the account.
4. To my knowledge, he did not add me back to the account as a signatory.
5. The money that goes into Plaintiff's account belongs to Plaintiff, and consists of members' charitable donations.
6. Under Plaintiff's By-laws, the Board of Directors and Officers are responsible for entering into contracts and managing the funds of Plaintiff.
7. Defendants have withdrawn funds from and failed to deposit donations into Plaintiff's account without approval from, permission from, or even disclosure to Plaintiff's Board of Directors or Officers.

8. I am frustrated with Defendants' actions, which have been taken outside the authority of the By-laws and in disregard of the Board of Directors, Officers, and Court Orders in this matter.

Further, the Affiant sayeth naught.

Robert P. Pek
Robert Pek

Sworn to before me this 14th
day of November, 2014

Sharon M Phillips
Notary Public for South Carolina
My Commission expires: 1/13/24

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

SEVENTH JUDICIAL CIRCUIT

**SPARTANBURG BUDDHIST CENTER)
OF SOUTH CAROLINA, :**

PLAINTIFF, :

VERSUS :

RON ORK AND LUKE DONG, :

DEFENDANTS.)

**TRANSCRIPT OF RECORD
2014-CP-42-01622**

**NOVEMBER 17, 2014
SPARTANBURG, SOUTH CAROLINA**

B E F O R E:

THE HONORABLE R. KEITH KELLY, JUDGE

A P P E A R A N C E S:

**FOR THE PLAINTIFF:
SCOTT FRANKLIN TALLEY, ESQ.
SHANNON PHILLIPS, ESQ.**

FOR THE DEFENDANTS:

THOMAS A. BELENCHIA, ESQ.

**SHIRLEY G. BROOM, CIRCUIT COURT REPORTER
PHYLLIS S. BARRETT, TRANSCRIPTIONIST**

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INDEX

WITNESSES

LUKE DONG

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RON ORK

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Questions by the Court - 60

Re-direct examination by Mr. Belenchia – Page 62

MALINE EM

Direct examination by Mr. Belenchia – Page 63
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VITHI KIM

Direct examination by Mr. Belenchia – Page 65-66
No cross examination

NO EXHIBITS WERE ENTERED INTO THE RECORD

COURT IN SESSION

(It is noted that prior to going on record in the matter, Kesara So, a qualified translator, was placed under oath pending any translation she would be giving)

The Court: We're on the record in the matter of Spartanburg Buddhist Center of South Carolina, Incorporated versus Ron Ork and Luke Dong. Yes sir, Mr. Belenchia?

Mr. Belenchia: Yes sir, Your Honor. My understanding is this is a rule to show cause hearing.

The Court: Yes sir.

Mr. Belenchia: And I just wanted to clarify a couple of items into it, Your Honor. First, I know the last time we were here, we were on the Rule 11 motion. At that time I made a motion to strike that Rule 11, and I believe the court took it under advisement. Has the court made a ruling on that motion to strike?

The Court: No sir. It remains under advisement.

Mr. Belenchia: It would also be my understanding, then, Your Honor, that the court moved for this rule to show cause. And I would venture to say, then, that this came to the court's attention, is that rule gonna stay, or stand on the motion, the Rule 11 motion. Would that be correct, Your Honor?

The Court: Yes. Certain allegations came to the court's attention after your Rule 11 motion that remains under advisement. And this court issued its own order on its own volition ruling in Mr. Ron Ork and Mr. Luke Dong to show cause why they should not be held in contempt of this court's prior order.

Mr. Belenchia: Thank you, Your Honor.

The Court: Yes sir.

Mr. Belenchia: Your Honor, the first item I want to bring to the court's attention is the first order, Your Honor, which is the subject of this case. I refer to it as Order Number One, Your Honor.

1 I think that was the April 25 order, I believe. And in it, Your Honor, respondents being in
2 accordance with Rule 65A, a temporary injunction order cannot be issued without notice or bond,
3 and specifically notice. It's my understanding that the first order, the temporary injunction order
4 was issued without notice. And so, it's our position, Your Honor, that that order is invalid.

5 And also, Your Honor, I'll just keep moving, if that's okay.

6 The Court: Yes sir.

7 Mr. Belenchia: Is the second order, the second temporary injunction order, Your Honor,
8 where we're arguing that the second temporary injunction order is also invalid in accordance with
9 Rule 65C because there was no bond or security issued with that order. And in a temporary
10 injunction order, the second one specifically, Your Honor, there's, it's not specific to ask something
11 to be restrained. And therefore, Your Honor, we move that both of those orders are invalid.

12 The Court: Well, is it not clear in the second order which supersedes the first order, was it
13 not clear about depositing money?

14 Mr. Belenchia: I believe the depositing money was in the first order, Your Honor, and I
15 think there was also depositing money in a new bank account was clear, yes, Your Honor.

16 The Court: Okay.

17 Mr. Belenchia: It's not specific where the money is deposited in there, but it says to deposit
18 the money from it.

19 The Court: It's the money that's the subject of this action. There was no other money before
20 the court, Mr. Belenchia.

21 Mr. Belenchia: I'm not sure that there was any, if any money or funds that's the subject of
22 this action, Your Honor. My understanding is this action has to do with who the board of directors
23 may be and who's operating the Buddhist Center, Your Honor.

24 The Court: Okay. At the hearing there was approximately \$61,000, it seems to me, my
25 recollection that there was a concern it would be dissipated. So, the order put the money-- Actually,

1 the court wanted to put the money in a trust account, either your office's trust account, or the county
2 law firm's trust account. It's my recollection that the lawyers did not want to do that. So, the court
3 then instructed that a separate account be set up. And a lawyer from your firm, and a lawyer from
4 the Talley law firm would then be the signators on that, acting jointly, to safeguard the money on a
5 temporary basis. That's my understanding.

6 I understand that you may not have been at the first hearing, but you had two lawyers from
7 your office who are good lawyers, and it's my understanding that everybody understood that. So, I
8 don't understand at this point why that's not clear.

9 Mr. Belenchia: Well, Your Honor, I wanted to go through these items---

10 The Court: Yes sir.

11 Mr. Belenchia: ---and get that information. Is that okay?

12 The Court: Yes sir.

13 Mr. Belenchia: It's your ruling, then, that both of the orders are valid and enforceable. Is
14 that right?

15 The Court: Yes sir. They were un-appealed from. There was a motion to reconsider on
16 something. It was denied and that's un-appealed from as well, there's no stay.

17 Mr. Belenchia: Yes, Your Honor. The next item I'd like to go over is—My understanding
18 is this information came to the court indirectly and constructively, or indirectly. My understanding
19 that those are used interchangeably, the best I can tell.

20 The Court: Yes sir.

21 Mr. Belenchia: And so, basically, it's outside the court's personal knowledge. It's now my
22 understanding, Your Honor, that this is now a civil contempt hearing---

23 The Court: Yes sir.

24 Mr. Belenchia: ---and not a criminal---

25 The Court: Yes sir.

1 Mr. Belenchia: ---hearing. The other item I'd like to point out to the court, Your Honor, is
2 that, clearly, the rule to show cause should identify to the defendants what they're accused of doing.
3 It should also tell us how or why these things that are checked violates the order. Also, how and
4 why these things even checked violated the order nonspecifically. And how could they be
5 intentional, intent to violate the order, you know, because they do not specify not paying existing
6 obligations in either one of the orders.

7 At this time, Your Honor, I'd like to bring to the court's attention, State of South Carolina
8 versus Patricia Kenneron, Supreme Court case, it's 337SC617. It's a 1999 case, Your Honor. It's
9 524SC2nd837. In it, it basically says that in Lomax versus Lynch, we held the failure to attach an
10 affidavit or verify the petition to the rule to show cause was fatally defective when the alleged
11 contempt was constructed.

12 Your Honor, it's my understanding the rule to show cause was served and there was no
13 affidavit or verified complaint served with it. Therefore, we are saying that the rule to show cause is
14 defective and therefore insufficient, Your Honor.

15 The Court: Okay. Mr. Talley.

16 Mr. Talley: Your Honor, if I may, let me address several of the procedural points that
17 counsel just pointed out. First, as to the invalidity of the initial temporary injunction, as Your Honor
18 correctly pointed out, there is no motion yet to be ruled upon before the court that would allow the
19 court to address that issue today. In fact, it's my understanding that the motion, they tried to do
20 again what has already been ruled upon and disposed of, and there has been no further filing. So,
21 from the issue of no timeliness I think that that needs to be stated on the record.

22 As to the issuance of this rule, it's my understanding that when we were before you on the
23 Rule 11 motion that is still under advisement, there was certain information presented to the court, in
24 fact, by the defendants themselves, that was pointed out to the court and led to the issuance of this
25 rule to be brought before you today.

1 So, I have not seen the case, I have not read the case that counsel just referred to. But if the
2 claim is the rule itself is insufficient because there is not a verified complaint or an affidavit attached
3 to it, I think the record is clear – at least our understanding – that in fact it is the defendants' affidavit
4 itself that led to the issuance of the rule that brings us here.

5 So, I am having to review that case and would welcome the opportunity to do so and make a
6 comment further, if necessary. But I think the rule is properly issued. This is not the court taking
7 information outside its purview. In fact, this is information presented to the court by the defendants
8 themselves that led to us being here today. So, I think the rule is proper and we're prepared to go
9 forward.

10 The Court: Yes sir. Mr. Belenchia, this court issued the, ordered the rule to show cause on
11 its own volition from information that came before the court. This court is not a petitioner or a party
12 to this action. This court has inherent power to enforce its orders and that's what this court is doing.
13 So, that's denied.

14 Mr. Belenchia: Okay. Thank you, Your Honor. Your Honor, the next item I'd like to
15 address is Mr. Luke Dong. And it's my understanding the affidavits we're presented to the court in
16 our memorandum show that Mr. Luke Dong did not sign any checks that are complained of in the
17 rule to show cause. And so, at this time, we'd like to move to remove, have Mr. Luke Dong from
18 the proceedings.

19 The Court: Mr. Talley or Mr. ...

20 Mr. Talley: Your Honor, we would oppose that at this time, and the basis is, number one,
21 he's subject to the rule that was issued by the court. Second, the reason Mr. Dong was initially
22 named as a defendant in this case is there is evidence that he participated in the withdrawal of the
23 funds that are the subject of this case. We do not have a check and there does not appear to be a
24 check listed in the rule signed by Mr. Dong. But the initial order in the case filed on April 21,
25 required both defendants to deposit any funds that had been withdrawn back into the account that

1 Your Honor ordered. My opposition would be, I think that's premature because there may be
2 testimony that comes out today that shows why he may not have written a check, he certainly didn't
3 do anything to follow the court's order and redeposit the funds because they were written on these
4 checks.

5 The Court: It's premature at this point in time. It may well be that the evidence shows that
6 he's not subject to contempt, but it's premature at this time.

7 Mr. Belenchia: Yes, Your Honor. And Your Honor, just to correct one thing, Your Honor.
8 One of the things I believe, I thought that counsel may be confusing, my understanding that the first
9 order, Order Number One, which is in April, April 21, order, was the order that said for the money to
10 be put back in within twenty-four hours. I believe there has been ample proof. I don't think there's
11 any dispute that the \$61,400 was re-deposited into that account. If that's an issue that's not in front
12 of us today, Your Honor. That's not part of-- It's my understanding that was Rule, Order Number
13 One.

14 The Court: And that was done, was it not? Was it re-deposited?

15 Ms. Phillips: Yes, the \$61,000 was re-deposited, Your Honor. We have an email from your
16 office on May 2, that defendants were to place the money in a trust account with a lawyer from each
17 side on that account, and then the money was not deposited in a timely fashion and checks were
18 written after that.

19 The Court: Right.

20 Ms. Phillips: So, we believe that's still an issue.

21 The Court: Okay.

22 Mr. Belenchia: I'd also like to point out, as she was referring to an email, Your Honor. We
23 all know that an order is not effective until it is signed by the court, clocked in, and then our clients
24 would have to receive notice of that order. So, an email, the last time I read the cases is not an order,
25 Your Honor.

1 The other thing is, I guess I've got a little bit of confusion. It's my understanding that the
2 rule that allowed them has not been ruled on yet. That's correct, isn't it, Your Honor?

3 The Court: Yes.

4 Mr. Belenchia: I thought Mr. Talley said that it had been ruled on.

5 Mr. Court: No sir.

6 Mr. Belenchia: Right. I apologize. I may not have understood what he said, Your Honor.
7 Your Honor, at this time, then, as I look at these orders and the rules to show cause, we'd like to
8 explain to the court and ask for a little bit of guidance, Your Honor.

9 The Court: All right, sir.

10 Mr. Belenchia: Especially since I thought that this was a criminal contempt as opposed to
11 civil contempt that I really tried to take this extremely seriously, Your Honor. I wanted to show the
12 court-- I did not-- I reviewed the orders several times and I'm having difficulty trying to find
13 how and where my client violated the order, Your Honor. Maybe the court can give us some
14 direction and specify what it is. My understanding in reading the rule to show cause, which is what
15 we've got to work off of, it states in here in one place-- On page two, Your Honor, it refers to
16 information and belief, based on information and believe. I believe it's the second paragraph, Your
17 Honor. ...the sum of \$70,00 has been dissipated in violation of the court's prior order. And then in
18 the next paragraph, Your Honor, I believe it refers only to Order, violated an Order.

19 Are we talking about violating both orders or one order, Your Honor, or does writing these
20 checks violate both orders or only some of one and one of the other? I'm confused, Your Honor.

21 The Court: The order we're here about is the order, the directive of the court that the money
22 that is the subject of this action be in a joint account with a lawyer from each side to be the signator.

23 Mr. Belenchia: That would be the second order, then, Your Honor?

24 The Court: That's my understanding. Am I right, Ms. Phillips?

25 Ms. Phillips: Yes, Your Honor.

1 The Court: That money was to be set aside with a lawyer from your law firm and a lawyer
2 from Mr. Talley's law firm as the signator party.

3 Mr. Belenchia: Then is it agreed upon, Your Honor, that there was no violation of the first
4 order dated April 21, 2014? Is that correct, Your Honor, if that's what...?

5 Ms. Phillips: Your Honor, the \$61,000 was to be deposited to that account. The prior issue
6 we had was the defendant had removed all other signatories from the account, and we couldn't see
7 what he was doing with that money after he deposited it, or even that he did deposit it. And he did
8 not-- - Even though he put the \$61,000 back in the account he didn't list anybody else on the
9 account to be accountable, to tap into it. On April 29, there was a large check written out of that
10 account. We had a hearing on April 25, in which you told us, me, Scott, Mr. Shealy, and Mr.
11 Gregg, that this money was to be safeguarded, and we're talking about the \$61,000. Four days after
12 that hearing a \$20,000 check was written. You accessed that information in an April 29, conference
13 call from us even though everyone here understood the fact that money was to be safeguarded.

14 On the second issue, this email, I know Mr. Belenchia says that's not a real order or an
15 enforceable order. We had some back and forth negotiations. Apparently I should have brought
16 those emails, because it took us another two weeks to get word language agreed upon.

17 The Court: This---

18 Ms. Phillips: There's been five checks written in that time frame. That flies in the face of
19 this court's authority and everything the parties understood.

20 The Court: This court was assured-- That day we were across the hall in Judge Couch's
21 courtroom, this court was assured by the lawyers in this case that money was safe.

22 Mr. Belenchia: Can I get some clarification, then, Your Honor? Is there anything in the first
23 order issued by this court that writing these five checks violated the first order? That's what I'm
24 trying to find out because I can't find in the first order, Your Honor, if it is. Then, I'm just trying to
25 find it.

1 The Court: Ms. Phillips?

2 Ms. Phillips: Your Honor, it may not be in the language of the first order because they did
3 deposit the money back into the account on April 21. However, it does intent to what you told this
4 court that day and the lawyers argued that. So, I think that we're on a, we're pretty close as far as
5 that.

6 The Court: It was the intent of this court that that money be safeguarded and I don't think
7 there's any question that any lawyer in this courtroom or the parties knew that it was not be
8 safeguarded. That was the entire purpose of re-depositing that money.

9 Mr. Belenchia: Your Honor, may I have a ruling on whether the first order, it was violated,
10 Your Honor? I'm just trying to-- Instead of trying to work off two orders, I'm only trying to get it
11 clear. I cannot find anything in this first order that was violated. If the court is saying at the April
12 25, hearing, which was after the first order was signed, Your Honor, at that hearing that certain
13 things were said in the court -- okay - and that's where we're going. And I don't know how it has
14 anything to do with the first order that I can find, Your Honor. So, that's my point. I'm trying to
15 look through here and I can't find anything that's violated in this April 25, order because all I see
16 that it told us to do at that point was deposit funds. It's undisputed that my clients that day deposited
17 the \$61,400, Your Honor. And so, that was my understanding of what we were supposed to do.
18 And that's the reason I'm asking for that clarification.

19 The Court: Well, it was implied and it was expressed in the courtroom, it'll be in the court
20 record, that-- Here's what we could do: All right. You've got two lawyers there who are officers
21 of the court. So, Mr. Shealy, were you present in the courtroom that day?

22 Mr. Shealy: April 25?

23 The Court: Yes sir.

24 Mr. Shealy: Yes sir, Your Honor.

1 The Court: Okay. Did you understand that it was to be deposited and it was to be
2 safeguarded. Is that not what we talked about?

3 Mr. Shealy: I believe on that day in chambers I verified that that money had been deposited
4 back into the account.

5 The Court: Yes sir. And in the courtroom, when we were in Judge Couch's courtroom
6 across the way, it was the whole purpose for it to be deposited and safeguarded. And I believe this
7 court inquired about putting in your law firm's trust account or Mr. Talley's, and the lawyers didn't
8 really want to do that. Is that about right?

9 Mr. Shealy: My collection, Your Honor, is that in chambers the court suggested that the
10 money be put in one of the attorneys' trust accounts, and that I was going to come forth with that
11 idea.

12 The Court: Yes sir. You understood it was supposed to be safeguarded?

13 Mr. Shealy: That day, Your Honor, I'm having trouble getting to that point in my mind.
14 What's clear is that you wanted to know about the funds and I represented to you that they had been
15 re-deposited back into the bank account.

16 The Court: All right, sir. Thank you. Mr. Gregg, do you remember what was going on?

17 Mr. Gregg: I remember in chambers it was addressed putting the money back into the
18 account. I don't remember if we had the deposit slip with us to show that the money was, but...

19 The Court: Certainly.

20 Mr. Gregg: I remember we discussed that the money had been put back into the account.

21 The Court: And we were trying to safeguard the money.

22 Mr. Gregg: I can't...

23 The Court: If you can't remember, you can't remember.

24 Mr. Gregg: No, I can't.

25 The Court: All right. Thank you, sir. Ms. Phillips.

1 Ms. Phillips: I remember clearly, Your Honor, you telling us that you couldn't decide the
2 election issues right now, but you had serious concerns about protecting the money of the temple,
3 and that you wanted to safeguard that money, and I don't see what is the point of putting it back into
4 the account if it's not to protect the money. Unfortunately, we didn't know at that time that we had
5 been removed or that my client had been removed from the account. I do not think that it was
6 anybody's understanding that the defendants could deposit the money back into the account and then
7 spend it before anyone could tell the difference on our side.

8 The Court: Yes ma'am. We're working off of both orders, Mr. Belenchia.

9 Mr. Belenchia: Working off both orders, yes sir. So, since, okay, the second order was not
10 issued or signed until May 15, or May 16. We received it on May 21, Your Honor. The first three
11 checks then would have to be a violation of the first order, Your Honor. Is that correct?

12 The Court: This court is not making that ruling at this point in time. That issue is before the
13 court. I'll do my own research on that. I'm familiar with the case law, but I'm also familiar with
14 judges giving instructions and those instructions being in effect at that time. So, both orders are
15 before the court.

16 Mr. Belenchia: Okay. So, they've violated the first order, as I understand it. Then, Your
17 Honor, okay, writing-- Let's look at check, the first check, let me see that. I think that's check
18 number 1164, 1163

19 The Court: \$20,000.

20 Mr. Belenchia: Yes, Your Honor. That was check number 1163, for \$20,000, Your Honor.
21 Specifically, then, on this check, Your Honor, in giving guidance to my clients, Your Honor, it's my
22 understanding when I read this order, it specifically says for my clients to deposit funds to withdraw
23 from the plaintiff's bank account on or after April 18, 2014, back into plaintiff's bank account within
24 twenty-four hours of this order. I believe it's undisputed that the clients did that, Your Honor. So, at
25 this time, can the court show me where my clients violated this first order, Your Honor?

1 The Court: Again, we're working under both orders. The money was deposited. There was
2 a conversation, and it may well be on the record, that the funds were to be safeguarded. We're here
3 about the dissipation of those funds under that order.

4 Mr. Belenchia: Well, Your Honor, that's the reason I'm asking. I can't-- I've read this
5 order multiple times, Your Honor, the first order. And I understand it's about dissipation of some
6 funds. And I understand the rule to show cause refers to dissipation of the funds. I also understand
7 the rule to show cause refers to the representation-- I think it's the second paragraph in the rule to
8 show cause, Your Honor. It refers to what you've referred to in there, that the court expressed great
9 concern with safeguarding the funds belonging to the plaintiff. The court is assured by the parties'
10 counsel that the funds were secured.

11 The Court: Yes sir.

12 Mr. Belenchia: That's in the rule to show cause. But nowhere in this first order, Your
13 Honor, I can find so I can advise my clients where they did something this first order tells them to do
14 or did something that this order tells them not to do, Your Honor, just this first order. I can't find it
15 in this order. I can't advise my clients what they should or should not have done that this order tells
16 them to do or not to do. I can't find it, Your Honor. So, can you give us some guidance, tell us
17 where we have violated the first order?

18 The Court: I'm going to say it again. It was this court's concern. I understand it may or
19 may not be in writing in the order you're holding. But it was this court's concern, expressly stated, it
20 will be on the record. And I can see now I'll order the transcript. But this court was assured by the
21 lawyers on both sides that the funds were secure. So, it was absolutely understood that those funds
22 were to be safeguarded and were not to be dissipated. There would be no other reason to have those
23 funds re-deposited in that account and at a subsequent hearing the separated account set up with
24 lawyers to sign. So, Ms. Phillips.

1 Ms. Phillips: Your Honor, again, ordering the defendants to deposit the money and then--
2 Allowing them to deposit the money and then withdraw all the money before we're allowed to even
3 see that they've deposited the money is not-- It flies in the face of the intent of this court and what
4 we all understood. There were ongoing discussions. We had the hearing on April 25, after this
5 April 21 order. We had a number of conference calls on April 29, when that check was written.

6 I was clear on the fact that that money was to be safeguarded. It appears Mr. Belenchia was
7 there at this April 25, hearing, and other counsel cannot recall the April 25, hearing, and what was
8 said there. But I think that it makes all no sense at all that it was not to safeguard the money. And
9 the fact that the May 16, order when we did finally get it drafted, said the defendants shall deposit
10 the funds in dispute. I mean, it was clear these funds were in dispute. Everyone knew what amount
11 that was.

12 I will point out to the court also that this \$20,000 check to Harvest Group LLC written on
13 April 29 goes to the heart of the issue underlying this entire litigation. It's about the building of a
14 new building at the temple. And we've put before the court the contract where the president and
15 other officials were crossed off of that contract and not signed by two other members. The checks
16 were written pursuant to that contract. So, it cannot be argued today that that's not an issue when the
17 parties, our clients did not want the money spent on that. They knew that. They spent the money on
18 it while the discussion about protecting the funds was ongoing. So, that flies in the face of my
19 clients that they did that.

20 Mr. Belenchia: Your Honor, I just want to say on the record that there's nothing in this first
21 order that, the first written order that says that my client cannot pay existing obligations of the
22 center, the Buddhist Center.

23 The Court: You can put in that copy. The court has the original, but you can make that a
24 copy for the record if you choose.

25 Mr. Belenchia: Concerning the.... Concerning the second order, Your Honor.

1 The Court: Yes sir.

2 Mr. Belenchia: The second order was signed on May 15, and was clocked in on May 16.

3 The Court: Yes sir.

4 Mr. Belenchia: I would like to note that this check was written on April 29, Your Honor,

5 prior to this order.

6 The Court: Yes sir.

7 Mr. Belenchia: I would like to, and of course, hope that it would impossible to violate the

8 second order since the check predates the second order. Is that correct, Your Honor?

9 The Court: The first order is in place until modified by a subsequent order.

10 Mr. Belenchia: Yes, Your Honor.

11 The Court: Yes sir.

12 Mr. Belenchia: But could we note that it would be impossible for this check dated April 29

13 to violate this order that was signed on the 15th, clocked on the 16th, we received on the 21st it

14 would be impossible to violate the second order, then?

15 The Court: No sir. I'm not making that finding. The order speaks for itself. You could put

16 that in as an exhibit if you choose.

17 Mr. Belenchia: It's my understanding both orders are already part of the---

18 The Court: They are.

19 Mr. Belenchia: ---record. Correct?

20 The Court: Yes sir. Correct.

21 Mr. Talley: Your Honor?

22 The Court: Yes sir?

23 Mr. Talley: Certainly, I'm not trying to short-circuit Mr. Belenchia's presentation, and he

24 can correct me wherever I misspeak. But it seems-- He is talking about the filing dates of these

25 orders. We are not here to oppose the fact that the first three checks, April 29, May 5, and May 9,

1 based on the date of the checks, predate the filing of the May 16 order. But the heart of the matter,
2 the sphere of this is what we talked about for the last twenty or thirty minutes and that is what was
3 this court's implication or understanding with all parties that were present on April 25.

4 It's also very clear that the April 25, hearing took place prior to any of these checks being
5 written. And if we're hung up on that, it can't only be the fact that the check written on May 28
6 came after both orders. Clearly, no dispute there.

7 So, again, not trying to short-circuit what he's doing, but we're not here to argue about dates
8 on checks and things like that. But I certainly think it's within this court's purview to interpret what
9 its meaning was when it issued the April 21 order, held a hearing on April 25 and then issued an
10 order that Ms. Phillips correctly pointed out was debated back and forth as to its content for two
11 weeks while all of these activities were taking place.

12 And I think the simple solution would be-- And I don't have a copy of it. But the transcript
13 from the April 25 hearing ought to clear this up for anybody that's still confused because while I
14 think it was said in chambers, it was actually in the jury room, just outside the courtroom across the
15 hall.

16 The Court: That's correct.

17 Mr. Talley: But then we came back and were on the record. So that transcript and what was
18 said in that courtroom should speak clearly to any confusion on that issue. But if Mr. Belenchia's
19 point is that there were three checks that predate the second order, agreed, no dispute. What really
20 matters is that discussion that we had as to the intent of the court regarding these funds. And Ms.
21 Phillips was exactly right. If the court was not concerned about the funds being safeguarded there
22 would have been no reason to redeposit. The court could have easily said we just need an
23 accounting of where the \$61,000 has gone, just tell us where it is. But that's not what happened. It
24 was ordered to be put back in the account within twenty-four hours. That did happen, or a lot of
25 other things happened subsequent to that.

1 If a party to an action can use that while waiting on a judge to sign an order who may be out
2 of circuit at the time, who may be in a criminal trial that goes on for weeks and weeks and doesn't
3 have the opportunity to look at it, that just seems to me to be against everything we lawyers believe
4 the court is entrusted with. That we can say, okay, we understand that's what happened. We
5 understand there's no order written yet, so we've got this window of time to do what we want.
6 Yeah, we put the money back, but let's spend in essence all of it. And then when an order comes
7 out, the arguments seems to be well, how did we violate the order because we put it back in. Yeah,
8 we spent it all, but we deposited it for that two-day period, three-day period, maybe a week.

9 I think that's where this matter really comes down, that if the defendants' intent is there was
10 no order in place telling us we could not spend the money. We deposited the money, then we spent
11 it; we haven't violated an order. We can kind of get to the heart of that again pretty quick, I think.

12 The Court: Mr. Belenchia.

13 Mr. Belenchia: Yes, Your Honor. If I could, and the court can possibly correct me if I'm
14 wrong. Okay? I would ask the court to summarize the violations my clients are accused of. It's my
15 understanding that the court's not ruling, no looking to the two original orders. The court is actually
16 hearing this rule to show cause on the implications or the oral orders from the court on that April 25
17 hearing. And in that oral-- I understand. Like I said, I wasn't there. Was that, at that time that the
18 court expressed great concern about the safeguarding of the funds belonging to the plaintiff. And
19 that is what the court is looking at today. That's what I'm trying to figure out.

20 I'm looking at the orders, the way they're written, surely how they're written, because that's
21 what I have in front of me. Is my summarization correct or would the court please summarize that
22 for me?

23 The Court: The court is looking to both orders, however in-artfully drawn they may have
24 been, as the senate has been known to say. But nonetheless, the intent of this court's orders on both
25 occasions was to safeguard the money. That was adamantly clear, my recollection before the

1 lawyers, as well as in the jury room, which was chambers, and in the courtroom, and we'll get the
2 transcript. But, nonetheless, the court is looking to the letter of the orders as well as the spirit of
3 those orders, and both orders are before the court.

4 Mr. Belenchia: Okay. Looking at these orders, Your Honor, the physical order is what I'm
5 talking about. I'm trying to find where the writing of these checks violated the physical orders
6 themselves, Your Honor.

7 The Court: Okay. I can't be anymore clear. I'm telling you that this court is seeking to find
8 whether or not your client has violated the first and second order.

9 Mr. Belenchia: Okay. I'd just like to note for the record, then, Your Honor, ---

10 The Court: Yes sir.

11 Mr. Belenchia: ---I've reviewed these orders and through my review of the orders I have not
12 been able to find where my clients have violated the written orders. I do understand, Your Honor,--
13 I believe I understand now where we're going that we're looking at the implications and/or the
14 verbal orders that may have, that were issued by the court in the April 25 hearing.

15 The Court: As well as instruction from email, too. Put that on the record, too.

16 Mr. Belenchia: Yes sir, Your Honor, instructions from email.

17 The Court: Yes sir.

18 Mr. Belenchia: When we're looking at this, Your Honor, and we're talking about
19 safeguarding these funds, several things I'd like to point out to the court. Basically, Your Honor, the
20 first thing I'd like to show the court is, if I could, the articles of incorporation, Your Honor, which
21 are part of the memorandum. I think you've got a copy of those.

22 The Court: I do. What's the relevance of the articles of incorporation?

23 Mr. Belenchia: Well, I'd just like to point, Your Honor, if you've got that in front of you. If
24 not, I've got one.

25 The Court: I don't have it in front of me, but I have one in the file. I've read it.

1 Mr. Belenchia: I'd like to point out the articles of incorporation, Your Honor. If you look at
2 these articles of incorporation, because we're here today in a dispute and it appears to me, Your
3 Honor, there's deceit being made on this court. There's some people claiming to be the Spartanburg
4 Buddhist Center, but the Spartanburg Buddhist Center are the members of the congregation, the
5 people who are part of it. And the person in front of you today is a holy man, he's a monk. He's the
6 leader of the spiritual group at the Buddhist Center, Your Honor.

7 The Court: Okay.

8 Mr. Belenchia: And if you look at the articles of incorporation, you will see on page one,
9 item number four, Your Honor, these are the articles that were put together by Mr. Pek. He's also a
10 defendant in this, Your Honor, a third-party defendant. This corporation does not have any
11 members, Your Honor. This whole thing that Mr. Pek tried to set up was to scam the members,
12 people who have come to join the members, people who've come and joined the Buddhist Center.
13 And basically the articles of incorporation say there are no members, Your Honor.

14 I'd like to also point out to the court I ran a search as late as this morning, Your Honor, on
15 the Secretary of State's website, Your Honor, to---

16 The Court: Yes sir.

17 Mr. Belenchia: ---find out what's going on with this corporation, Your Honor, which has no
18 members. And as you can see, this is the Spartanburg Buddhist Center of South Carolina,
19 Incorporated. There have not been any amendments to the articles of incorporation.

20 The Court: Okay.

21 Mr. Belenchia: Therefore, when you look at the bylaws that they have given you, Your
22 Honor, that this court's been working on, and from, those bylaws refer to members. I know you've
23 got a copy of the bylaws, Your Honor.

24 The Court: I do.

1 Mr. Belenchia: It refers to the members. And the bylaws refer to the members by one and
2 the power resting in the members. However, you can see that since the corporation itself cannot
3 have members. It hasn't been amended. And the sole purpose-- When you look at this, Your
4 Honor, the reason we're here today, we have some people who said they are the board of directors
5 of this entity. We have not been able to find any proof of any meetings.

6 One of the things, you know, we asked in our interrogatories, Your Honor, from the plaintiffs
7 in this case, the Spartanburg Buddhist Center, to produce any documents for us show any meetings.
8 And, if I could just read this through, Your Honor. Three copies of all corporate minutes, including
9 but not limited to minutes of all member meeting since the corporation came into existence. Minutes
10 of all board of directors meetings. Minutes of any meetings of any board members when they were
11 nominated. Minutes of any meetings of corporation officers when they were nominated. We want
12 to look at every document.

13 Their response to us, Your Honor, was subject to and without waiving the foregoing
14 objections -- they objected to it -- the plaintiff has produced a document herein labeled Fifty-nine.
15 And that is a bank statement, Your Honor. That's the bank statement that shows when the bank
16 account was formed. There are also-- And the signatory account, Your Honor. But-- And they also
17 presented what was supposed to be a March 18 agenda meeting, labeled as that.

18 It does not appear that there has been any organizations meeting of this corporation, Your
19 Honor. The transfer from the incorporator to the board of directors, there's no record of any of this.
20 We haven't been able to get any documents from this plaintiff, Your Honor.

21 The Court: Okay. Tell me what that has to do with the rule to show cause. Now, I'm not
22 trying the case.

23 Mr. Belenchia: Yes, Your Honor. I understand that. I'm just trying to show that this
24 situation, Your Honor, only came to the forefront of this, when this construction agreement came
25 out.

1 The Court: I understand. I'm not trying this case. I'm here on a rule to show cause.

2 Mr. Belenchia: Yes, Your Honor. And trying to get to the heart of that, Your Honor, as we
3 look at it, I'd like to point out to the court, Your Honor, my clients' affidavit that are included in the
4 memorandum, which is two affidavits.

5 The Court: I've seen those and I also have an affidavit that was clocked in September 9 of
6 2014, in response to the rule to show cause, I suppose, from your client.

7 Mr. Belenchia: Yes, there were two of them. I think....

8 The Court: September 9.

9 Mr. Belenchia: Yes, Your Honor. If I could point out to the court... Is that Mr. Ork's or
10 Mr. Dong?

11 The Court: Mr. Ron Ork.

12 Mr. Belenchia: Okay. I would point out that this is the one that was written in the
13 memorandum, Your Honor.

14 The Court: No, I don't see a memorandum. This is the one that was filed on September 9 of
15 this year. I suppose it's in the response to the rule to show cause where he acknowledges in
16 paragraph...

17 Mr. Belenchia: Do you have the memorandum, Your Honor?

18 The Court: Paragraph three.

19 Mr. Belenchia: Do you have the memorandum, Your Honor?

20 The Court: I don't have any-- The only memorandum I have is the one that was originally
21 filed. Is that what you're talking about?

22 Mr. Belenchia: No, Your Honor. We filed one prior.

23 The Court: I don't have anything like that, to my knowledge.

24 Mr. Belenchia: If I may approach the bench.

25 The Court: Certainly.

1 Mr. Belenchia: This is the memorandum I'm referring to, Your Honor.

2 The Court: Okay.

3 Mr. Belenchia: I apologize. I'm working off one thing and you were working off something
4 else. I apologize.

5 The Court: That's all right. No, I've not seen this.

6 Mr. Belenchia: Okay. I don't know why it's not in the record, Your Honor. It was clocked
7 in.

8 The Court: Okay.

9 Mr. Belenchia: With that memorandum, Your Honor, there's an affidavit of Mr. Ron Ork.
10 And I believe that is exhibit number four.

11 The Court: I have not seen that affidavit. I have it now.

12 Mr. Belenchia: We have proof of clocked-in copy, Your Honor.

13 The Court: No question. It's clocked in here. I just don't have it in my file.

14 Mr. Belenchia: I'd like to point out, Your Honor, on Mr. Ork's affidavit, paragraph number
15 two, where he acknowledges that he received that first Order, Your Honor.

16 The Court: All right, sir.

17 Mr. Belenchia: And also number three. And if you look at that, it states that his
18 understanding was he intended to maintain the status quo pending litigation in the matter. And that
19 is in that first Order, Your Honor.

20 The Court: Yes sir.

21 Mr. Belenchia: And then I'd like to point out number four in the affidavit that his
22 understanding was that he was supposed to deposit the funds, the \$61,400, back into the account.
23 And then number six, Your Honor, he stated that he did deposit those funds back into the account on
24 that April 21. I'd also like to point out that on number seven, he also deposited \$9,207.80 into that
25 account. On May 22, if you look at number eight, Your Honor. Paragraph number eight.

1 The Court: Yes sir.

2 Mr. Belenchia: In paragraph eight, Your Honor, you'll see that he states that on May 22---

3 The Court: I saw it, I read it.

4 Mr. Belenchia: All right. That he received the first Order and he got it on May 22. He also
5 states then in paragraph eleven, he deposit, he states that he thinks that he complied with the order,
6 the way he understood the second order. Number fourteen, Your Honor, paragraph fourteen, you see
7 where he states that he understands, from his understanding of the order that he complied with the
8 requirements of the first and second orders. Number fifteen he states that he did not intend to violate
9 the first order granting a temporary injunction, or the second order granting a temporary injunction,
10 Your Honor. And in number sixteen you see he says that he willfully-- He did not willfully or
11 voluntarily violate the first order or the second order. He didn't do it voluntarily or willfully.

12 And then he's saying in number eighteen he's stating that checks number 1163, 1164 and
13 1165 were written for a debt of Spartanburg Buddhist Center, and that it was an existing debt, and
14 that it has been an existing debt since 2013. And that check number 1162 was written to pay
15 insurance. I'd like to point out to the court that the writing of the checks, the ones he's referring to,
16 the first three checks, Your Honor.

17 And the second Order states and the first Order says that it's to maintain the status quo, Your
18 Honor. And that he's also ordered not to encumber the assets of the corporation, Your Honor. I
19 would point that out, on page two. As you are well aware, Your Honor, existing contractual debts
20 for labor and materials that have been provided at the Buddhist Center, if they weren't paid, then the
21 Buddhist Center contractor could have filed mechanics liens against the project. The contractor had
22 not been paid for the materials and labor. If my clients didn't pay that, Your Honor, they would
23 have been in violation of the order saying that it could not encumber the assets because if a
24 mechanics lien was filed on this property, this property would have been encumbered. And
25 therefore, I believe in reading this Order, Your Honor, it specifically says, ordered that all parties

1 shall be enjoined from encumbering the assets. And if he hadn't written those checks I believe it
2 would have been a direct violation of this order.

3 The next item on there, Your Honor, is number nineteen, looking at his affidavit, check
4 number 1162, and that was for insurance. That was for insurance that was already on the property.
5 It's our position, Your Honor, if he did not pay the insurance, plus, this check was written prior to
6 him receiving notice, Your Honor. I believe we've got an affidavit from an Amy Newton, the
7 insurance agent. That was filed, Your Honor, but not with the memorandum. And you may not
8 have this in the file, Your Honor.

9 The Court: Thank you.

10 Mr. Belenchia: Your Honor, if you will take notice, this is an affidavit from the insurance
11 company. If you look at paragraph three of the affidavit of Ms. Newton, who identifies herself as
12 the insurance agent, and as she so states these documents came from their records, Your Honor, in
13 here. And that this was a general liability insurance policy that had been put in place May of 2013.
14 If you also note, Your Honor, that paragraph six of the affidavit, she talks about the record where the
15 Buddhist Center had paid for this insurance in 2013 previously. My understanding this may have
16 been semi-annual premiums. And it states in here in paragraph eight, Your Honor, if you take notice
17 that she stated her receipt which was attached to this, Your Honor, Exhibit C. If you'll see that,
18 customer copy, Exhibit C.

19 The Court: I have.

20 Mr. Belenchia: It shows that she received this payment physically on May 21, 2014, at
21 1:02:43 p.m. I'd say that's pretty accurate. But approximately 1:00, Your Honor. As I stated
22 before, we received the Order on the 21st, Your Honor, and we clocked ours in that afternoon about
23 5:00. As best we can tell we received it about 4:00 that afternoon. We did not receive any second
24 Order until the 21st, Your Honor, which would have been— And they had paid this check before we
25 had gotten that Order. Okay?

1 The Court: Okay.

2 Mr. Belenchia: The next thing I'd like to point out to you, Your Honor, she also states that
3 number ten, that all these exhibits were kept in the normal course of business, Your Honor.

4 The Court: All right.

5 Mr. Belenchia: And then the last check, Your Honor, that's part of this record is check
6 number 1167. It's in the rule to show cause.

7 The Court: Yes sir.

8 Mr. Belenchia: Yes, Your Honor. Check number 1167 was written to pay a utility bill to
9 Duke Power. If I could, Your Honor,---

10 Mr. Talley: If I could, Your Honor, is Amy Newton in the courtroom?

11 The Court: Is Amy Newton in the courtroom?

12 (no response)

13 The Court: Is she here?

14 Mr. Belenchia: No, Your Honor.

15 Mr. Talley: I'd like to strike any evidence presented on her behalf. It's my understanding
16 that we are allowed the opportunity cross-examine anybody from whom evidence is presented. And
17 based on what counsel said as to the date they received this Order and the date on this check, I think
18 that would be something that might shed some light on handling these funds. So, if she's not here,
19 I'm going to object to anything submitted for her.

20 The Court: Mr. Belenchia?

21 Mr. Belenchia: Your Honor, we've already submitted the affidavit, it's already been clocked
22 in and---

23 Mr. Talley: Well, Your Honor, I would also object because I got that affidavit when I
24 walked into the courtroom today and had no notice of it prior to this proceeding.

1 Mr. Belenchia: It has been mailed to them, Your Honor. And my understanding was we
2 were supposed to mail it to them and I believe we did.

3 Mr. Talley: There's been no attempt of service and it was not in my mailbox as of this
4 morning.

5 The Court: This court is still confused as to the relevance of it, but nevertheless, it is for
6 what it is. But it's-- It's explaining things, Mr. Belenchia, and that's fine, that's what you've been
7 doing now for about an hour and twenty minutes, explaining each one of them. But very shortly,
8 very shortly, your client is going to take the witness stand. Either you're going to call him or I'm
9 going to call him.

10 Mr. Belenchia: I understand, Your---

11 The Court: He's going to come up here.

12 Mr. Belenchia: I understand that, Your Honor. I'm trying---

13 The Court: Okay.

14 Mr. Belenchia: ---to lay this out for you. I'm---

15 The Court: Yes sir. I got it, I promise.

16 Mr. Belenchia: Okay. Specifically, then, Your Honor, the last one on here is this check
17 1167.

18 The Court: All right.

19 Mr. Belenchia: This is--- My understanding-- Is there any dispute that this was to pay the
20 utility bill?

21 Ms. Phillips: No, Your Honor, there's no dispute that it was to pay the utility bill or the
22 insurance. The problem is when the checks were written.

23 The Court: I understand. There's no dispute.

24 Mr. Belenchia: Well, Your Honor, so, there's no dispute that this was to pay the energy bill.
25 Okay?

1 The Court: All right.

2 Mr. Belenchia: Well, Your Honor, the reason I'm a little bit confused is this check is dated
3 June 23, Your Honor. This is check number 1167. And on June 4, we got an email from the
4 opposing counsel, Your Honor, that her clients agreed that the water and power bills should be paid
5 as well as the \$100 a month for the food. So, Your Honor, you can see that this bill was paid in
6 June and this is before the other account was opened. If they hadn't paid the power bill, we all
7 understand what they do when you don't pay the power bill, Your Honor. And I'm confused about
8 why we had permission to pay the power bill and now they're saying this check violates the order,
9 Your Honor. Because the order clearly says what we agreed to pay we should be allowed to pay.
10 So, this clearly-- I don't understand it.

11 The Court: Ms. Phillips.

12 Ms. Phillips: Your Honor, I didn't want to get into this day, to be honest with you. I'm glad
13 that Mr. Belenchia brought up this email because I've got a stack of emails where you'll notice this
14 is June 4. This is two weeks after your Order that it's to be put into a joint trust account with two
15 lawyers as signatory on the account. Why is Ron Ork still writing checks on that account? Why is it
16 not in a joint trust account? I've got emails June 4 from Larry Gregg, trust accountant at Wells
17 Fargo. The account's not opened until, like, June-- I've got other emails from June 17, June 18,
18 asking Larry Gregg what's happening with this account. And we couldn't get it then.

19 I went up there to the bank and Larry Gregg didn't meet me out there. We had to reschedule
20 that meeting. All right. Ron Ork in the meanwhile is still writing checks on the plaintiff's account.

21 I'm glad this mail is getting into the record, Your Honor, because we were doing what we
22 needed to do to get a joint trust account opened and to get lawyers paying these bills so that checks
23 to Harvest Group in the amount of \$60,000 a month aren't going out.

24 Anyway, we don't have a problem with the utilities being paid. We don't have a problem
25 with the insurance being paid. We have a problem with Ron Ork writing it out of the joint account.

1 The Court: All right.

2 Mr. Belenchia: Your Honor, clearly they gave permission to pay the utilities. Okay. So we
3 took this email as saying that the utilities could be paid.

4 The Court: We'll limit your client to testify to what he understood it to be, but this court's
5 the only court that can modify its order.

6 Mr. Belenchia: This court what, Your Honor?

7 The Court: This court is the only court that's going to modify its order and this court doesn't
8 modify the prior orders.

9 Mr. Belenchia: Well, I see what you're saying, Your Honor, but the second order said that it
10 would be used to pay the obligations of the plaintiff on which the parties agree.

11 The Court: What's in dispute is who was to pay that. It's supposed to be a lawyer from each
12 side.

13 Mr. Talley: Your Honor?

14 The Court: Yes sir?

15 Mr. Talley: May we take about a five minute recess?

16 The Court: Yes, we're going to take fifteen minutes. We've been running over an hour.
17 Anything briefly? I want to take a break and give my staff time to take a break.

18 Mr. Belenchia: No sir.

19 The Court: All right. We'll take fifteen minutes.

20 (whereupon court was in recess)

21

22

23

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25

1 COURT IN SESSION

2 The Court: We're back on the record. Mr. Belenchia, you were finishing up on check 1167.
3 Anything else?

4 Mr. Belenchia: No further on that, Your Honor. Instead of going through the affidavit of
5 Mr. Luke Dong, Your Honor, I'd like to point out just for the record that the court does have his
6 affidavit and the documentations that are attached to the affidavit of Mr. Luke Dong.

7 The Court: I'm sure it's in the packet you gave me. Correct?

8 Mr. Belenchia: Yes, Your Honor. And at this time, Your Honor, I'd like to-- There's one
9 other thing I need to do. Your Honor, I'd like to point out a U.S Supreme Court case, Your Honor.
10 If I could, Your Honor, I'd like for you to look at pages three and also four, which begins on page
11 three, Your Honor, at the bottom of page three.

12 The Court: Yes sir.

13 Mr. Belenchia: And with it, it's referring to Rule 65D, the interpretation. And I would like
14 to say on the next page is the actual rule itself in the order. And with it, it talks about Rule 65D was
15 designed to prevent precisely the sort of confusion for which the district court clouded its command,
16 Your Honor.

17 The Court: Yes sir.

18 Mr. Belenchia: In it, when you look at it, the Rule 65D, federal rule is the same as the South
19 Carolina rule, Your Honor. That's on page four. And in the middle of that second paragraph on
20 page four it states that the goal of Rule 65D, Your Honor, is to never be left to guessing what they
21 are forbidden to do. That's in the middle of that paragrapah, Your Honor.

22 The Court: I see it.

23 Mr. Belenchia: And the court goes on to say that in contempt hearings specifically, it's a
24 potent weapon -- we all understand that -- when it's bound in a decree to be understood, it can be a
25 deadly one, according to our Supreme Court. And then Congress responded to that danger in federal

1 court from this order, so that those who must obey them will know that the court intends to require
2 what it means to be forbidden, Your Honor.

3 The Court: All right. Thank you.

4 Mr. Belenchia: The next item I'd like to show the court, Your Honor. This is a Supreme
5 Court of South Carolina, Your Honor. and if you look at the attorneys in this case, this is Welcher
6 versus Border and this is one of the leading cases on contempt in the state of South Carolina. And I
7 believe the court will recognize a couple of those names of the attorneys.

8 The Court: I recognize all of them as a matter of fact.

9 Mr. Belenchia: Yes, Your Honor.

10 The Court: I practiced law with one of them.

11 Mr. Belenchia: With this order, Your Honor, I think on the first page at the bottom, the next
12 to the last sentence, it states: One may not be convicted of contempt for violating a court order
13 which fails to tell him in definite terms what he must do. The language commands must be clear and
14 certain rather than implied. And I believe you'll find this case is one that the Supreme Court uses
15 when it refers back to contempt, Your Honor.

16 The Court: All right.

17 Mr. Belenchia: This is another order, Your Honor, from the Supreme Court. This is County
18 of Greenville versus Mr. Mann, a 2001 case, Your Honor. I think the relevant part of this, Your
19 Honor, is going to be on page four. It's the middle of the page, and it begins with quoting the case I
20 just gave you, Welcher versus Border. And then it goes on to say, therefore, because the order is
21 ambiguous or contradictory, Mann cannot be held in contempt of that order. It's basically saying
22 that if an order has more than one interpretation, and if a person in contempt, being held in contempt,
23 it can be interpreted any other way, and it should be held with that person performing in that manner,
24 Your Honor.

25 The Court: All right, sir.

1 Mr. Belenchia: If I could, Your Honor. I'd also like to show the court, and Your Honor, this
2 is a case, Phillips versus Phillips. This one, Your Honor, I think is probably the best case that we
3 were able to find. This is a Supreme Court case, Your Honor. And in this case, I think you can see,
4 it's the third paragraph on the first page, I believe we highlighted it, Your Honor, on both of them.
5 This case was where the court denied the grandmother's motion and orally ordered the grandmother
6 to bring the child to the next court hearing. This deals with a Family Court issue but it's directly on
7 the point of this case, Your Honor.

8 This was a case in Family Court where the court during the hearing ordered the grandmother
9 to bring the child to the next hearing. And then the written Order was silent to any requirement the
10 grandmother produce the child at any subsequent hearing. And so, it's a little bit different. As a
11 matter of fact on page two-- But it is on point. It's very similar to our situation here, Your Honor,
12 where it's my understanding the court during the hearing may have told or didn't tell the defendants
13 to safeguard the funds. In this case the court told the grandmother verbally, orally to bring the
14 grandchild to the next hearing. And I believe it's also highlighted, Your Honor.

15 The Court: I see it.

16 Mr. Belenchia: And in this case, and as I said before, in the order the court issue didn't put
17 definite terms commanding the grandmother to bring the child, the minor child to the future hearing.
18 However, as opposed to this situation, Your Honor, in the order -- okay -- itself, this case goes a little
19 bit further. In that order it did state that this order, it is written confirmation of this court's oral
20 rulings. So, it referred to the oral rulings and orders from the April 27 hearing. So, in the order
21 itself, it actually referred to the judge's oral rulings in the order itself. The transcript of the hearing,
22 when we talked about we're going to look at the transcript the future, the Supreme Court basically
23 said the transcript of that hearing is incorporated in this order by reference. And it also said that all
24 the rulings and orders found in the transcript at that hearing date are affirmed.

1 So, in the order that the Family Court Judge issued, the Family Court Judge actually referred
2 to the oral rulings, the oral orders and it also attempted to include the transcript from the hearing in
3 the actual order. So, we don't have that in this case. I'm just pointing out the difference. This went
4 to a further extreme in that order itself.

5 However, Your Honor, the court ruled that a court need go-- The next paragraph, Your
6 Honor. A court need go no further in reviewing evidence in a contempt action when there is
7 uncertainty in the commands of an order. And then it went back to repeat the Retral versus Foyer
8 (phonetic). And then the last sentence of it says that the lower court therefore erred in holding the
9 grandmother in contempt for failing to bring the child to the December 10 hearing.

10 In other words, Your Honor, even though they attempted to incorporate the transcript, the
11 oral orders from the hearing into the order, because the order itself did not include, and the Supreme
12 Court says that this court should not look any further than the actual orders themselves; it can't go
13 back to the transcript, and that's what I told them. There's just this case, and I understand what it
14 says, Your Honor.

15 The Court: All right.

16 Mr. Belenchia: And so I thought this was one that may be on point.

17 The Court: Thank you.

18 Mr. Belenchia: The last item I have for you, Your Honor, ...

19 The Court: Yes sir.

20 Mr. Belenchia: The last one I have for you, Your Honor, this is a Court of Appeals case and
21 in it I'll show you, this is also a contempt case, Your Honor. And I think we've got it highlighted for
22 you, Your Honor, all of us.

23 The Court: Yes sir.

24 Mr. Belenchia: Basically, the court said the order must contain a mandatory or prohibitive
25 provision, and it must so clearly expressed that when applied to the act complained of it will appear

1 with reasonable certainty it has been violated. Furthermore, a party should not be punished for
2 disobedience of an order which likely can be construed in a manner consistent with innocence.

3 So, Your Honor, I'd like to present this for the court's research, Your Honor.

4 The Court: Thank you.

5 Mr. Belenchia: And at this time we'll go ahead and we'll call Mr. Luke Dong.

6 The Court: Mr. Dong, come be sworn and take the stand.

7 **LUKE DONG**, duly sworn, testified as follows:

8 **DIRECT EXAMINATION BY MR. BELENCHIA:**

9 Q Would you please state your name?

10 A Luke Dong.

11 Q Are you the defendant named in this lawsuit?

12 A Yes.

13 Q Have you seen that order before?

14 A Yes.

15 Q Have you reviewed with your counsel?

16 A Yes.

17 Q Did you comply with that order?

18 A On the 21st, to the best of my knowledge, I have.

19 Q Was the money, \$61,400, that was taken out, was it deposited back into the account?

20 A Yes, to the best of my knowledge.

21 Q Is there anything in that order that you are aware of that you haven't complied with?

22 A No sir.

23 Q If there was something in that order – okay – that you were commanded to do, would
24 you do it?

25 A Yes sir.

1 Q Okay. If there was anything in that order that prohibited you from doing something,
2 would you not do it?

3 A No, I wouldn't.

4 Q At any time did you knowingly violate that order?

5 A No.

6 Q I want to show you this second order, if I could. Have you seen that order before?

7 A Yes.

8 Q To your knowledge, have you performed everything that order told you to do?

9 A Yes.

10 Q Have you done anything that's prohibited in that order?

11 A No, to my understanding I haven't.

12 Q And if there was anything in that order that prohibited you from doing something,
13 would you do it?

14 A No, I would not.

15 Q If that order told you to do something, would you do it?

16 A Yes.

17 Q If there was any violation of that order, would you willingly and knowingly violate
18 that order?

19 A No, I would not.

20 Q In your past experience for paying the obligations and debts of the plaintiff in this
21 case, the Spartanburg Buddhist Center, are you familiar with the paying of debts?

22 A Yes.

23 Q Could you tell me who is the primary person who pays the debts for the Spartanburg
24 Buddhist Center?

1 A I would say from the beginning, three years since the Buddhist Center started, Ron
2 Ork has always been, he's the chairman, has always been the one to pay all the bills, all the
3 debts. He's always the one to sign the checks and he's the chairman. And they trusted him
4 and the people trusted him, and we know he's a good monk and we know he stole the money.
5 And that's not what he's all about.

6 Q You know he what?

7 A He's a good monk. We would know if he took any money.

8 Q Oh, okay. You would know if he stole any money?

9 A Yes sir.

10 Q All right.

11 A And the samu (phonetic), they also can monitor account. It's not like the monk's the
12 only one, samu and all of them and look where is the money's going. But they always
13 trusted him, the people always have, and he's always been the one paying bills. And that's,
14 you know, no questions.

15 Q Was the normal operating procedure -- okay -- prior to April 20, of this year, for the
16 monk, Ron Ork, to pay the obligations of the center?

17 A Yes sir. He's basically the main guy doing it, the main guy raising all the money.
18 The main guy people trust and give the money to, to build, construct new buildings.

19 Q And we have several guests in the courtroom with us today. Can you tell us who
20 these people are here to support?

21 A They are all here to support---

22 Mr. Talley: Objection, Your Honor.

23 A ---and stand by----

24 The Court: Hold on, sir.

1 Mr. Talley: If he's going to say that, they're all going to have to come up and say
2 that.

3 The Court: Yes sir.

4 Mr. Belenchia: That's not a problem, Your Honor. No further questions, Your
5 Honor. Wait, one more, Your Honor.

6 The Court: Okay.

7 Q Can you tell me who raised the funds that are supposed to be in dispute today? That
8 would be, I think, \$61,400, would be the number?

9 A Yes.

10 Q Would that be correct?

11 A Your Honor, if I can elaborate a little bit about this fund, if I may?

12 The Court: Yes sir. Just answer his questions. He's asking the questions.

13 A Yes sir. The funds are raised for the new building that's in dispute today. We've
14 been raising it for I'd say over two years. And they know about it. Not they. If I say they,
15 Sambu and Robert are the only two people that's always been involved from the beginning to
16 now. They claim to be board members, other board members. I never worked with any other
17 board members. I've been volunteering my time, free labor, and everything, sacrifices to
18 what is the temple is today. From the beginning, was dirt. Now it is a brand new area,
19 building.

20 Because I'm a contractor, electrical contractor, I donated all my free labor, electrical
21 work, and I'm familiar with all the contractors because I work at Spartanburg Regional
22 hospital doing all the electrical contracting for them. And because I'm familiar with all the
23 contractors I come in and see what I can do to save money. And I've been involved with this
24 building since two years ago because we needed a bigger building, and they knew it.

1 We've been doing fund raisers for two years now, and they knew it. We gave them
2 fliers that they put out to raise money for this event. And that's what this money is basically
3 for, for this event. And it just saddens me that they claim it's theirs.

4 And if you look at our bank account it goes up and down. Every time we build
5 something you see the money goes up and then we spend for that particular purpose. And
6 that's what that money's for, and I don't know why they're fighting so much about it. The
7 people believe it's not their money. I know they saying it's for the Spartanburg Buddhist
8 Center, but this Spartanburg Buddhist Center will be no good if there's no members. And the
9 members what make Spartanburg Buddhist Center, they're here to donate and to support.
10 And that's how we raised so much money.

11 And it's just sad because the reason I've been involved and been helping to make this
12 building happen because my uncle want it so badly, and that's so bad, he passed away a year
13 and a half ago. And that was his dream to have that new building. You guys know that. We
14 all worked together from the beginning and we've been raising money from nothing to sixty
15 to seventy, and the monk work hard every day, going to California teaching meditation and
16 raising funds and sacrifice. He don't take the money himself. He take it and put it in a
17 account. This is the truth. You guys know it. The money they give to him, \$9000, \$10,000
18 from teaching meditation in California, he say I got this much money, he put it in the
19 Spartanburg Buddhist Center account.

20 And that money's gone to the building we're working on because it's going to cost
21 over \$250,000. I've been working with the architect, Maurice Johnson, He knows from the
22 beginning. And it's just sad. Most of the money was raised when my uncle passed away.
23 And that was his dream to do that. And it was sad to me when Robert took that \$3000 from
24 the account and he knew, deep in his heart, that money, what it's for. It was nothing but for
25 that building. When they denied it, they don't know nothing about the building and we have

1 proof, you know, with the groundbreaking and everything else. We sent out fliers with all
2 the members behind the monk. It just saddens me that we're having to fight over this.

3 Q You referred to a groundbreaking.

4 A Yes.

5 Q Can you tell us, do you recognize this document in front of you?

6 A Yes.

7 Q Can you tell us what this is?

8 A That's Sambu, who's supposed to be the president, and Robert Pek, right there. And I
9 even told Robert, keep that shovel until we finish. And Robert took it home to keep at his
10 house until we finished, and then we could have that shovel in the new building to, you
11 know, have names and have something to show from our groundbreaking.

12 Q So, this is from the ceremony from the groundbreaking of---

13 Mr. Talley: Your Honor, I object to this as to relevance.

14 The Court: What's the relevance?

15 Mr. Belenchia: I understand, Your Honor, I understand. He was going on about,
16 referred to a groundbreaking and I was just trying to clarify what it was, Your Honor.

17 The Court: I understand, I got that. That's sustained.

18 Mr. Belenchia: Okay. I have no further questions, Your Honor.

19 The Court: Either Mr. Talley or Ms. Phillips.

20 Ms. Phillips: May it please the court.

21 The Court: Ms. Phillips.

22 Ms. Phillips: Yes, Your Honor. May I approach the witness?

23 The Court: Certainly.

24

25

1 **CROSS EXAMINATION BY MS. PHILLIPS:**

2 Q Mr. Dong, do you recognize this document?

3 Mr. Belenchia: Your Honor, I'm going to object to this. This appears to be a contract
4 and I don't know the relevance of this to---

5 Ms. Phillips: Your Honor, ---

6 Mr. Belenchia: ---writing the checks, Your Honor.

7 Ms. Phillips: Yes, Your Honor. This goes to the reason these checks were written by
8 Mr. Ork and the fact that they were not approved or authorized by the rest of the board of
9 directors, the plaintiff.

10 The Court: Say that again for me, now.

11 Ms. Phillips: The checks that are at issue, the large checks that are at issue, Your
12 Honor, were written pursuant to the construction agreement for the building of this new
13 building at the temple. And this goes to the fact that the rest of the board members and
14 Sambu Tiev, who is president, Robert Pek, who is an owner representative on this contract
15 are crossed out and the fact that they did not authorize the expenditure of those funds. That
16 objects to the fact that we did not agree to the expenditure of these funds after these orders
17 were given.

18 The Court: Why not for that purpose then?

19 Mr. Belenchia: Your Honor, that would mean that I would need to introduce copies
20 of all the documents they used for the fund raising, plus all the checks that they paid in the
21 past. I know we didn't want to go there and that's the reason I wasn't going there, because
22 with this contract, this goes to the heart of whether it was agreed upon, Your Honor. And,
23 Your Honor,---

1 The Court: I don't mean to cut you off, but let's do this. All right. I'm not getting
2 into the contract on either side. I'm here about the checks, whether or not they are in
3 violation of the orders. So, let's just leave it right there. Okay?

4 Ms. Phillips: Okay, Your Honor.

5 Q Mr. Dong, are you an officer of the temple?

6 A I'm the director of the temple.

7 Q Are you elected or appointed officer of the temple?

8 A And Sambu has appointed me many time, Luke, you are over construction, we can't
9 do it without you, we thank you, but you will continue. And I've been pulling permits from
10 the beginning to now on behalf of the Spartanburg Buddhist Center. So, my understanding is
11 he said, Luke, you are over construction. And as far as officers, it's only been Sambu,
12 Robert, me, the monk, that been working together from then to now. And Sambu has come
13 up with a lot of fake people that he just put their names as officers. And we always been
14 working, there's three of us.

15 Ms. Phillips: Your Honor, this is not responsive. I just asked him if he was an officer
16 of the temple.

17 The Court: Sir, just answer the question, yes or no. Are you an officer of the
18 corporation?

19 A Sambu said I am over the construction.

20 Q Are you president of plaintiff, the temple?

21 Mr. Belenchia: Objection, Your Honor. How does this go to contempt for signing
22 these checks, Your Honor?

23 Ms. Phillips: It goes to whether they were authorized. approved, if these were proper
24 signatures, whether he was involved or not. Whether Ron Ork got his approval if he is an
25 officer.

1 The Court: Let me see the form.

2 (pause to review)

3 Okay.

4 Q Mr. Dong, did you play any role in withdrawing the \$61,000 from plaintiff's bank

5 account?

6 A No ma'am, no ma'am.

7 Q Were you ever listed as a signatory on plaintiff's bank account?

8 A No.

9 Q Do you have any knowledge of who was listed as a signatory on plaintiff's bank

10 account?

11 A The only knowledge I have is what presented in documents.

12 Q Do you know where the money went when it was taken out of plaintiff's bank

13 account?

14 A My understanding was the money stay at the same account that they just opened.

15 They want to stay at the same Bank of America. They just kind of, like, I don't know, did a

16 transfer, my understanding was. And that was it. And the one, main reason to free up my

17 people to do that because that money was for the purpose of the new building. They didn't

18 want Sambu and Robert to take any more money. To protect, to protect the money. So, are

19 you talking about protect? Mr. Ron Ork was protecting the money, really. Just imagine if

20 that money was left I can guarantee you they withdraw all of it and he would have to face the

21 members with where the money gone, we don't pay for the new building. He did it to protect

22 the peoples behind him, to protect----

23 Ms. Phillips: Your Honor, his answer is not responsive. Could you response him to

24 just answer my questions?

25 The Court: Sir, just answer her questions. Okay?

1 A Okay.

2 Q So, it's your understanding that the money was transferred from plaintiff's bank
3 account at Bank of America to another Bank of America---

4 A No, it's at the same bank, it's at the same bank. They just changed the signatory. I
5 think it's in the same account at the same bank. They just changed the signatory. I did not
6 go with them, so I didn't know.

7 Q Okay.

8 A So I didn't know.

9 Q Do you have any knowledge about these checks that we've been discussing today:
10 the April 29, May 7, or May 9 checks to Harvest Group, LLC?

11 A Well, my understanding, he wrote it to pay Harvest Group, that's all.

12 Q Is that pursuant to the construction agreement for the new building?

13 A I would say so.

14 Q Did you write any checks out of that account?

15 A No, because I was not authorized to write or sign any checks, so I never. It's all from
16 him, you know, monks.

17 Q You've seen some of the orders here today, the April 21, order?

18 A Yes.

19 Q How were you made aware of that order?

20 A On the 21st... Okay. I think it was clocked in.... I was informed on the 22nd, even
21 though Larry, our lawyer, received it on the 21st, we did not find out on the 22nd and I think
22 we met up with him later on that Friday, or whatever. And that's the only time.... Maybe
23 that Friday is the only time when we knew about it.

24 Q When you say we, you mean you and Ron Ork?

25 A Yes.

1 Q When did you learn-- Or, did you learn of the second email from this court regarding
2 the trust account and the lawyers being placed on the trust account?

3 A I have no knowledge as far as emails. I was not made aware of emails to the two
4 lawyers. And I just kept on waiting, you know. And the monk asked me, when are we gonna
5 open, when are the lawyers gonna open the account. And we were just waiting on when
6 Larry knew was gonna meet up and do that.

7 Q When did you ask your attorney that?

8 A I don't remember. I really... It was just... I think the monk might have went to
9 California or something. So, it's time, conflicting time. I mean, you say we deliberately
10 trying to hold off. We didn't. I mean, I can honestly say we did not try to hold on off on the
11 account to schedule money until we could withdraw. I can honestly say he didn't do that. I
12 think it was.... I'm busy with my schedule and he's going off to California teaching. So, he
13 had obligations and we had obligations. The last time we supposed to meet up with you, you
14 couldn't. I think that's my understanding. But we were all busy. I mean we didn't intend to
15 hold back on it, if that's what you're trying to imply, so we could withdraw all the money.
16 That's not our intent.

17 Q Your testimony here today is you were not aware of the Judge's May 2 order and the
18 lawyers being placed on the trust account?

19 A I was aware of that later on the 20th. I was aware. I'm not saying I wasn't. But I was
20 waiting on the time, when. You know, you guys supposed to set that up. We knew about
21 that but we didn't know when, when you guys gonna do. I don't know when. I can't
22 remember, so....

23 Q Were you aware of the May 16, 2014, order about the trust account? Did you see that
24 order?

25 A No. I can't remember that.

1 Q Did you have any conversations with Ron Ork about what was to be done with the
2 money?

3 A No. I really, as far as to discuss with him about the money, whatever, that's his role.
4 He writes all the checks. I don't really have a conversation about that.

5 Q When you say you talked with him and you were waiting to see what happened with
6 the trust account?

7 A I think about that last order, you know, I think Larry was telling me that, hey, you
8 know, we have a separate account with two lawyers. That's all. I can't remember when.
9 I'm saying I can't remember.

10 Q Did you have any knowledge about what was happening with the funds---

11 Mr. Belenchia: Objection, Your Honor. I think he's already answered this several
12 time. And on top of that, how does this have anything to do with these checks, Your Honor?
13 I don't see the relevance here of this line of questioning at this point.

14 Ms. Phillips: Your Honor, the rule to show cause was issued on both defendants. We
15 want to know why the money wasn't deposited and what was going on with the money to his
16 knowledge.

17 The Court: It's overruled. If he doesn't know, he doesn't know.

18 Q Do you have any knowledge as to what was going on with the funds in that account
19 after the April 21 order?

20 A No, I don't.

21 Q Do you have any knowledge that checks were written on that account?

22 A No.

23 Q What about the construction agreement? You said you were over construction. Did
24 you know that the temple was paying bills under a construction agreement?

1 A Like I said, the contractor met with Ron, and you know, as far bills and checks, that
2 was Ron's. He went straight to them, not to me, because I don't write the checks. There's
3 no need for them to come to me, because I don't write the checks. So, you know, Ron's
4 always at the temple, so he's responsible for that.

5 Q Were you at the hearing on April 25?

6 A Uh....

7 Q That was the initial hearing.

8 A Was that the beginning or the middle?

9 Q At the beginning.

10 A The beginning?

11 Q The first hearing we had in this matter.

12 A Yeah.

13 Q Do you recall the Judge saying anything about safeguarding the money at issue?

14 A I don't.

15 Q Do you recall the Judge saying anything about placing the money into an account?

16 A No, I don't.

17 Ms. Phillips: That's all I have for Mr. Dong.

18 The Court: Anything?

19 Mr. Belenchia: No further questions, Your Honor.

20 The Court: Sir, you may step down. Thank you.

21 Mr. Belenchia: Your Honor, at this time we would call Mr. Ron Ork, the monk.

22 The Court: Mr. Ork, come forward and being sworn, please.

23 Mr. Belenchia: Your Honor, it's my understanding they don't swear on the Bible,

24 Your Honor.

25 The Court: He may affirm.

1 Mr. Belenchia: Yes, Your Honor.

2 The Court: Would you like to affirm?

3 Mr. Ork: Yes.

4 **RON ORK**, having affirmed to speak the truth,

5 testified as follows, translated by translator, Kesara So, who was previously sworn.

6 The Court: Tell the court your name, please.

7 A My name is Ron Ork.

8 The Court: Spell your last name, please.

9 A R-o-n O-r-k.

10 **DIRECT EXAMINATION BY MR. BELENCHIA:**

11 Q Mr. Ork, I want to show you this document. Do you recognize that document?

12 A Yes sir.

13 Q Is that the first order in this case, April order?

14 A This is April 1. This is the paper from April 1.

15 Q Have you reviewed that order with your legal counsel?

16 A Yes, I have read.

17 Q Did you do everything in that order that that order told you to do?

18 The Court: What?

19 A They had told me to follow the rules.

20 A Yes, they had told me to follow the rules.

21 Q Did you deposit the \$61,450 back into the bank account as ordered in that order?

22 Mr. Talley: Your Honor?

23 The Court: Yes sir?

24 Mr. Talley: I've got a problem here. I want to make sure that the translator is just

25 repeating questions. I don't understand what's being said, but....

1 The Court: Madam Translator, that is what you are sworn to do. You are to not add
2 or take away.

3 Ms. So: Yes sir.

4 The Court: Just repeat the question to him and give his answer whatever it might be.
5 Okay?

6 Ms. So: Yes sir.

7 The Court: Thank you. Go ahead.

8 Q The order orders you to deposit the \$61,400 back into the bank account. Did you do
9 that?

10 The Court: Let's do this. Not to interrupt. Speak out loud. Okay? We've got some
11 other people in the courtroom who speak Cambodian, I'm certain, so... Repeat that to him
12 out loud. Okay?

13 Ms. So: Yes sir.

14 Ms. Phillips: Can she speak up so that all of us can hear her, Your Honor.

15 The Court: Yes ma'am. Ma'am, come around to this microphone and speak up so
16 everyone can hear you. His answer is?

17 Ms. So: Yes, he did.

18 Q Can you ask him if he recognizes that order, the second order?

19 A Yes.

20 Q Did you review that order with your attorney?

21 A Yes. The lawyer gave it to me.

22 Q If that order told you to do something, would you do it?

23 A Yes.

24 Q When the lawyer asked me to follow the rules, I did, because I follow the rules.

25 Q If that order told you not to do something, would you not do that?

1 A If the lawyer told me not to do it, I will not do it because I will follow the rules.

2 Q Were you concerned about maintaining and safeguarding the assets of the Buddhist

3 Center?

4 A Everyday I did worry about the money because I've been taking care of the temple.

5 And we shouldn't have problems because I worry. I want the community to grow.

6 Ms. So: What should I ask him, if it is a short question?

7 The Court: Ask him-- If he says it's going to be a long answer, ask him to say five or

8 six words and stop. Translate those and say five or six more. Okay?

9 Ms. So: Okay.

10 Q Speak up a little bit more so everybody can hear.

11 Ms. So: I can't really get too close to the monk because I am female. I hope you

12 understand that.

13 The Court: Do we have another microphone?

14 Court Reporter: My mic is there. That's just for my benefit.

15 Mr. Belenchia: If it's okay with him, I'm fine, Your Honor. I just thought he was

16 getting a little low.

17 The Court: I can ask her to come over here and stand and use this one. Ma'am, you

18 can stand here.

19 (whereupon the translator repositioned herself in the area)

20 The Court: You can use my mic. Okay?

21 Ms. So: Okay.

22 The Court: Now, again, tell him that if he's gonna be long, that's fine, but break it up

23 so you can translate. Okay?

24 (whereupon translator informs witness of court's direction regarding answering)

25 The Court: All right, sir.

1 Q Would you willingly and knowingly violate either one of the two orders that are in
2 front of you today?

3 Ms. So: Would you repeat the question, please?

4 Q Would you willingly and knowingly violate either one of the two orders that are in
5 front of you today?

6 A I will not break the law. What I am told by the lawyer and the judge I will follow.

7 Mr. Belenchia: I don't think I have any further questions, Your Honor.

8 The Court: Ms. Phillips or Mr. Talley.

9 **CROSS EXAMINATION BY MR. TALLEY:**

10 Q Mr. Ork, who had the authority to sign on the plaintiff's bank account?

11 A I did.

12 Q And prior to this action commencing how was that handled, who had the authority to
13 sign?

14 A We were paying for insurance and everything.

15 Q Who had the authority to sign on plaintiff's bank account?

16 A I don't really know because I don't understand English, but I was the only one
17 signing the checks.

18 Q So, when you opened the new account at Bank of America, who opened that with
19 you?

20 A When was that date?

21 Q It was around April 18.

22 A That day Robert Pek took out \$3,100, I think. Robert Pek withdrew the money to
23 transfer to another bank. He gave it to me to put in the bank. Only the money.

24 Q So, Mr. Pek obviously was a signor or on the account because he withdrew money is
25 what you're saying. Right?

1 Translator: Could you repeat that question, please?

2 Mr. Talley: I asked him earlier who was a signor on the account and I understood his
3 testimony just now to say that Mr. Pek withdrew money.

4 Q So, Mr. Pek was a signor on the account, too. Correct?

5 A Mr. Pek withdraw the money.

6 Q So, was it, in fact, was Mr. Pek a signor on the account if he withdrew money?

7 A I don't know. He withdraw the money already.

8 Q Who went with you, Mr. Ork, to open the new account?

9 A The new board members and lawyers went.

10 Q Who were those new board members?

11 A The president and I, vice-president, Luke Dong.

12 Q When was that done?

13 A April 20.

14 Q That's a Sunday.

15 Mr. Belenchia: Objection, Your Honor. The relevancy of this question, Judge, I
16 can't quite define.

17 Mr. Talley: This started in 1990. With all due respect, he's having a hard time
18 getting there. This all started around mid-April when money was withdrawn. All I'm trying
19 to understand is how that played out. And I can't get there as directly as I would like.

20 Mr. Belenchia: I withdraw it.

21 The Court: I remember the facts. I'm giving a little leeway because we do have to
22 deal with the language problem.

23 Mr. Talley: So, what I'm doing---

24 Mr. Belenchia: So, can I suggest, Your Honor, then, I know we're talking about
25 different accounts, and I don't know how we can identify the different accounts, you know.

1 The original account, the money was taken out and the money was put back in another
2 account.

3 Mr. Talley: I understood, and I'm trying.

4 Mr. Belenchia: I understand. I'm just saying, Your Honor.

5 The Court: All right. Go ahead.

6 Q So, let's try it this way. They can object if they need to. Before the money was
7 withdrawn, who had authority to sign on the Buddhist Center bank account?

8 A I don't know.

9 Q When you withdrew the money who was with you?

10 A Luke was with I to make sure that we secured the money.

11 Q Who physically went with you to the bank to open the new account?

12 A The new board members.

13 Q You named two of them just a second ago. Mr. Dong as vice president. Correct?

14 A Yes.

15 Q And I believe his testimony was that was on April 20.

16 A April 20.

17 Q So, all the money was withdrawn about April 20. Correct?

18 A I don't have the date.

19 Q Who actually went with you to the bank?

20 A Luke Dong and Raddy and Knut.

21 Q So, four of you went to the bank? Is that right? I'm just trying to keep up. Four
22 people went to the bank?

23 A I forgot their names.

24 Q Who other than you, Mr. Ork, was a signor on that account?

25 A They were....

1 Translator: Can you repeat the question?

2 Q Who other than you was a signor on the new account?

3 Mr. Belenchia: Your Honor, if I could interject here. The new account, I'm not sure

4 I know what new account he's talking about unless he's talking about the one he possibly

5 opened at Wells Fargo. I believe that's the one he's talking about?

6 Mr. Talley: No sir. The testimony is that the money was withdrawn from one

7 account. This is Mr. Dong's testimony. There was an account in the name of the Center.

8 The money was withdrawn and deposited into another account at Bank of America. And

9 that's what I'm asking him about. We'll get to Wells Fargo down the road.

10 Mr. Belenchia: And that's confusing to me. It's my understanding that there was a

11 cashier's check and that cashier's check was then just deposited into a new account.

12 Mr. Talley: Somebody had to go open a new account and that's what I'm trying to

13 find out.

14 The Court: He's trying to find out. Okay. Go ahead.

15 Mr. Belenchia: So, could it be-- I was confused. Therefore, I don't know which

16 account he's talking about. Well, let him ask it. Go ahead, Mr. Talley.

17 Q I think my last question was who were signors other than you on this account. And

18 the new account I am talking about is the one Mr. Dong said was opened at Bank of America

19 when funds were transferred.

20 A I haven't seen any signature on there yet.

21 Q Say that again.

22 A I haven't seen any signature on there yet.

23 Q So, four people went to the bank to open the account and you don't know who the

24 signor is?

25 A I don't know who the signor is.

1 Q So, you're the only one signed. Once that account was opened, when did you transfer
2 the money back to the Buddhist Center account?

3 A It was before twenty-four hours.

4 Q So, your testimony is the new account did not have money in it but for about a
5 twenty-four hour period?

6 A No, I refund the money back.

7 Mr. Belenchia: I didn't hear his response, Your Honor.

8 The Court: I refund the money back.

9 Mr. Belenchia: Okay.

10 Q Why were you told to do that?

11 A Because I was using because Robert Pek took other people's money.

12 Q That's not the question. Why were you told to transfer the money back from the
13 account you just opened to the old account?

14 A I withdrew the money when the community told me to. The community told me to.

15 Q So, the community told you to transfer it back to the original account. Is that correct?

16 A I follow the instruction.

17 Q Did you get the community's approval to put it back in the original account?

18 A Yes, because the community, over a hundred people signed.

19 Q When were you made aware that the court ordered the money back into the plaintiff's
20 bank account?

21 A All I did was withdraw it and it put it back in the old bank account and did not take
22 more money out.

23 Q Did you ever put it back?

24 Translator: Can you describe which account?

1 Mr. Talley: Here's what I'm trying to do. We've established he withdrew the money
2 from the bank. I want to know when he put it back into the plaintiff's bank account.

3 Translator: The old account?

4 Mr. Talley: I'm calling that the old account.

5 Mr. Belenchia: Objection, Your Honor. I thought we all agreed my client complied
6 with putting the money back in in the twenty-four hour period. And so, I don't understand
7 what the issue is.

8 Mr. Talley: Your Honor, here's my problem, and I understand we've got some
9 language barriers here. I can't get a straight answer yet as to when certain things happened,
10 who was involved and why he did what he did. And quite frankly, I think all of that is
11 absolutely relevant to his compliance with the court's order. And I've still not got past how
12 and why he took the money from the new account that he opened, and maybe three other
13 people helped him, back to the plaintiff's account in compliance with the order. His answer
14 was the community told him. I just don't think that's right. And he also just said it happened
15 within a twenty-four hour period. As I understood his testimony, what he's telling me is he
16 opened a new account and within twenty-four hours of opening that new account he returned
17 the money. And I'm just trying-- I'm not trying to be difficult, but I'm just trying to nail this
18 down because it matters.

19 The Court: I know it does. Let's do this: Because of the language barrier, let's ask
20 very simple, specific questions, ---

21 Mr. Talley: I'll do my best, yes sir.

22 The Court: ---five-word questions, that you can translate and he can answer
23 specifically.

24 Mr. Talley: Yes sir. And also, for clarification, and the benefit of our translator, when
25 I say old account, I'm talking about the initial account that the money was in. Okay? And

1 I've probably called it the original account a time or two. When I'm talking about the new
2 account, I'm talking about the account that the money came out of and went in. I think every
3 acknowledges there was a new account opened at some point. And what I'm really trying to
4 find out right now is when and how and why the money came out of the account and went
5 back to the old account.

6 The Court: I understand, yes sir.

7 Mr. Belenchia: Your Honor, I think he's mischaracterized the responses of my client,
8 Your Honor. Mr. Talley may not appreciate the responses, but my client has been
9 responding to him. And I understand the complexity of it. However, it is my understanding
10 that we already agreed that my client had returned the \$61,400 and put it in the bank. I
11 believe we've given proof of that with bank statements. It is also my understating, Your
12 Honor, theirs is attached in the affidavits a copy of the cashier's check. The cashier's check
13 was the one that was taken out of the old account. Okay? My understanding is there was no
14 new account opened. They held onto the cashier's check. The Court told them to put it in
15 and they put it back in.

16 The Court: I understand, but he's going to have to testify to all that, Mr. Belenchia.
17 Okay?

18 Mr. Talley: I'll pick it up there and do the best I can with it.

19 The Court: Okay.

20 Q So, when you re-deposited the money, why did you do that?

21 A I said over and over again I deposited the money.

22 Mr. Talley: (addressing translator) See, that's not responsive. Just tell him that's not
23 responsive.

24 Q Let's try it this way: Who held the cashier's check?

25 A I did.

1 Q What made you go back to the bank and put it back in the bank?

2 A The community told me to put it back.

3 Q Why did the community tell you to do that?

4 A Our old account, we had been using it for three or four years until that day Robert

5 Pek withdraw the \$3,100 from the bank. And then the community, the owner of the money

6 feared that we might lose the money to build our construction. So the signatures signed

7 paper to allow me to withdraw the money. And then we get to the bank and then we put it in

8 the bank without his signature on there because we feared he might go back and take more

9 money out. Because he was the one who took the money without telling anyone.

10 Q So, at any point in that discussion did you hear the words, court order?

11 A No, I did not.

12 Q When did you learn there was a court order?

13 A If the judge told me to do something I would follow the rule.

14 Q When did you first learn the judge told you to do something?

15 A After I put the money back in the account.

16 Q And what---

17 Mr. Belenchia: Your Honor, if I could, I would ask he come back around to the

18 table. It could be interpreted by my client as being overbearing and possibly threatening to

19 him. So, we would ask him to----

20 The Court: He's not too close, Mr. Belenchia. Lawyers can stand up there all the

21 time.

22 Mr. Talley: Your Honor, I'm a lot farther than I usually am and I'm doing that out

23 of respect. But if this were normal, I would be closer.

24 The Court: Yes sir, go ahead.

25 Mr. Talley: I'm trying my best and I'm staying still.

1 Q What was the money to be used for?

2 A For new construction for the temple.

3 Q And did you think the court order allowed you to spend that money?

4 A The Judge ordered that after we spend it all for the construction.

5 Q Say that again.

6 A They money we spent already for the construction, then the Judge orders.

7 Q So, your testimony is you only learned of the Judge's order after you spent the
8 money?

9 A We had spent all the money and we had \$61,600 left, and that's we heard about the
10 Judge.

11 Q Were you told that you couldn't sign on the account anymore?

12 A Yeah. But at the time the community need it, I did. Not until the judge told me I
13 could not spend.

14 Q Say that again.

15 A After the Judge told me, I stopped doing it.

16 Mr. Belenchia: Your Honor, I wasn't saying the attorney couldn't approach the
17 witness. I was just simply stating the fact that it might be seen as threatening.

18 The Court: He can approach.

19 Q Mr. Ork, would you admit that after the Judge's order, you still signed checks?

20 Mr. Belenchia: Your Honor, if I could, I'd like to raise some concerns about this
21 question. He said after the Judge's order. And it's my understanding it's more than one
22 order. Are we referring to April---

23 The Court: Mr. Belenchia, I don't mean to cut you off, but he's questioning him and
24 if it's not a good question, I'll give you a chance to come behind it. If he doesn't understand

1 it, this lady will tell me he doesn't understanding, and Mr. Talley can rephrase it. Mr. Talley,
2 continue.

3 Q So your testimony was that after you learned of the Judge's order, you didn't sign any
4 more checks. Correct?

5 A Once the Judge told me I couldn't, I stopped signing checks.

6 Q When did you learn that?

7 A Lawyer told me.

8 Q Do you remember when the lawyer told you?

9 A I forgot.

10 Q Well, it must have been after June 23. Right?

11 A I don't remember, and if I knew, I wouldn't sign it.

12 Q So, if I understand correctly, then, is that your signature?

13 A Yeah, my signature.

14 Q And it's dated June 23, 2014?

15 A I didn't know about the Judge's order when I signed that.

16 Q So, on June 23.... So, Mr. Ork, if I understand your testimony, based on that check,
17 as of June 23, you didn't know the court said you couldn't sign checks?

18 A No, I didn't know. If I did know, I follow the rules.

19 Q Well, when did you learn the rules?

20 A When my lawyer told me is when I stopped doing it.

21 Q Was that over the telephone or was that an email? How did the lawyer tell you?

22 A When we met.

23 Q All right. You've submitted an affidavit today. Are you familiar with that affidavit?

24 A Yes.

25 Q Did you write it?

1 A My lawyer.

2 Q Did somebody translate it for you?

3 A My lawyer told me to sign it.

4 Q So, the answer is no translation?

5 A No.

6 Mr. Talley: Beg the court's indulgence.

7 (pause)

8 One quick question, Your Honor.

9 Q I would like for Mr. Ork to explain to me what he understood the rules to be, as he

10 used that phrase multiple times.

11 A From what I understood, I follow the rules, and if I don't, I just follow the rules.

12 Q And what are the rules?

13 A The rules are what the lawyer told me I follow.

14 Q What are they?

15 A The rules that I understand, that is what I follow. What the lawyer told me to do, I

16 follow the rules. I don't understand English.

17 The Court: Say that again. He doesn't understand English.

18 A I don't understand English. What the lawyer told me to do, I follow the rules.

19 The Court: He said something about understanding.

20 A I don't understand English. The rules, I don't know all the rules. The rules the

21 lawyer told me to do, I follow the rules like the lawyer told me to.

22 Mr. Talley: No further questions.

23 The Court: I've got some questions. Did the lawyer tell him to write those checks to

24 pay the bills?

1 A At that time I paid the utilities and wasn't sure about the insurance. And I did ask my
2 lawyer. And my lawyer suggested that I should pay the insurance in case the temple gets
3 burned down.

4 The Court: Did the lawyer tell him to pay the contractor, the Harvest group?

5 A No.

6 The Court: Did he do that on his own?

7 Ms. So: Are you referring to Harvest Group?

8 The Court: Yes.

9 A He paid to Harvest Construction. The checks for the construction, I've always been
10 the one signing them. I did all the work. I was in charge of the construction work.

11 The Court: Did anyone tell him to pay those bills?

12 A The community gave me money to pay because it go towards the temple. If I don't
13 do so, the temple will go down. There was no water, there was no electricity when I first
14 arrived there. After all the electricity and the water and everything had been paid, and the
15 mortgage had been paid, then all the trouble started.

16 The Court: After the April hearing, did his lawyers tell him not to write any more
17 checks?

18 A He said if I had known about it then I would have stopped the order from the Judge.
19 He said if I had known of the Judge's order he would have stopped right then.

20 The Court: He did not meet with his lawyers until late June of this year?

21 A I met with the lawyer on that particular date and I stopped writing them.

22 The Court: What date was that?

23 A I don't remember.

24 The Court: What month was it?

25 A June.

1 The Court: Early June or late June?

2 A Late June.

3 The Court: Questions, Mr. Belenchia.

4 Mr. Belenchia: Yes, Your Honor. I want to try and see if I can clarify something. If
5 I may approach, Your Honor?

6 The Court: Yes sir.

7 **RE-DIRECT EXAMINATION BY MR. BELENCHIA:**

8 Q I have the affidavit of Mr. Ron Ork. I'd like to ask him if he recognizes this
9 document.

10 A Yes, I do.

11 Q Did Mr. Luke Dong translate that for you in my office?

12 A Yes, he did explain.

13 Q Were you concerned if you didn't pay Harvest Group for the construction that the
14 Harvest Group could sue Spartanburg Buddhist Center?

15 Mr. Talley: Your Honor, I'm going to object. That's outside what was asked on
16 cross-examination.

17 The Court: I'm going to let him answer the question. I don't know that it matters one
18 way or the other. But he can answer the question. They're not a stranger to litigation, so I'll
19 let him answer.

20 Ms. So. Ask it again.

21 Q Were you concerned if you didn't pay the Harvest Group that the contractors could
22 sue the Spartanburg Buddhist Center?

23 A If I didn't pay them they would not finish the work.

24 Mr. Belenchia: Nothing further.

25 The Court: Anything on that question alone?

1 Mr. Talley: No sir.

2 The Court: You may step down. Anything further, Mr. Belenchia?

3 Mr. Belenchia: Let me check, Your Honor.

4 (pause)

5 Mr. Belenchia: Your Honor, if we could call Maline Em.

6 **MALINE EM**, duly sworn, testified as follows:

7 The Court: Ma'am, tell us your name and spell your last name for my court reporter.

8 A My name Maline Em. First name spelled M-a-l-i-n-e; last name E-m.

9 The Court: Thank you, ma'am.

10 **DIRECT EXAMINATION BY MR. BELENCHIA:**

11 Q Are you familiar and do you know Mr. Ron Ork?

12 A Yes sir.

13 Q How do you know him?

14 A We always going to temple doing the community support of monks.

15 Q Are you familiar with his character?

16 A Yes sir.

17 Q Is he an honest person?

18 Mr. Talley, Your Honor, ---

19 A He is very honest.

20 Mr. Talley: I don't want to cut him off, but I think character evidence is not relevant
21 to this case.

22 The Court: Is character evidence relevant to the case?

23 Mr. Belenchia: Yes, Your Honor. I believe for this court it would be very relevant to
24 know about the character of the defendants, to know whether they are honest people or not

1 honest people in the community, Your Honor. Because it's attempting to say they're in
2 contempt and would do something that would go against what they believe in.

3 The Court: I'll allow a few questions on it, but it will be limited.

4 Q Are you familiar with Mr. Ork's character?

5 A Yes sir. We always going to community to support the monks, try to improve the
6 temple. We trying to raise the money to build new construction and all the money,
7 everything that we did with the monk is only to improve the temple only. And all those
8 money is belong to our community. Not belong to monks, not belong to nobody.

9 The Court: Mr. Belenchia, you've got to control your witness. We're here on
10 character. I'm not concerned about what the money was raised for or not. Understand?

11 Mr. Belenchia: Yes sir.

12 Q Knowing Mr. Ork's character,---

13 A Yes sir.

14 Q ---would he do anything knowingly and willingly that would violate any order, any
15 law?

16 A No sir. Monk Ron Ork, he's very polite, very good monk, and that's why the whole
17 community support him.

18 Q Thank you.

19 The Court: Answer any questions for Mr. Talley.

20 **CROSS EXAMINATION BY MR. TALLEY:**

21 Q Ms. Em, have you ever seen this order filed April 21, 2014?

22 A No sir, I am not familiar with that.

23 Q You've never seen it?

24 A No sir.

25 Q Have you seen this order filed May 16, 2014? Have you seen that before today?

1 A I have not seen. I only, you know, just trying to raise money to support monk. That's
2 all I, you know, the community try to support one another, trying to make sure that we get all
3 the money to build new construction.

4 Mr. Talley: No further questions, Your Honor.

5 The Court: Anything further?

6 Mr. Belenchia: No, Your Honor.

7 The Court: You may step down.

8 Mr. Belenchia: We call Vithi Kim.

9 VITHI KIM, duly sworn, testified as follows:

10 The Court: Sir, give us your name and spell your first and last names, please.

11 A My name Vithi Kim. My last name K-i-m, and my first name, V-i-t-h-i.

12 The Court: Thank you.

13 **DIRECT EXAMINATION BY MR. BELENCHIA:**

14 Q Are you familiar with the character of Mr. Ron Ork?

15 A Yes, I do.

16 Ms. Phillips: Objection, Your Honor. We're going to be here today if we're going to
17 have one after another of these people ---

18 The Court: I'm not going to do that, Mr. Belenchia. We've got his character already
19 before the court. Have you got something else?

20 Mr. Belenchia: Yes, I do, Your Honor. But it was my understanding that we would
21 be allowed to call as many witnesses as you want to.

22 The Court: You can call as many witnesses as you want to about the contempt
23 citation. I'm not going to listen to a hundred witnesses about his character. I'm not going to
24 do it. That evidence is before the court and if somebody wants to appeal and overturn me,
25 that's fine. I'm not gonna do it. Anything else from this witness?

1 Mr. Belenchia: That's fine.

2 The Court: Anything else?

3 Mr. Belenchia: Your Honor, that's fine. If I can approach, Your Honor.

4 Q I want to show you two documents. One is an order, an April order, and the second
5 one here is a May order. Okay?

6 A Yes.

7 Q Are you familiar with those two orders?

8 A Well, let me straightforward here. I'm not part of the leader in the community with
9 Spartanburg temple. But I'm a member, support the monk. So, any document, any activity
10 from the judge or from the lawyer, sometime I look, sometime I see, but sometime I never
11 pay attention because I'm a member, I'm a supporter. So, when you ask me if I can see it,
12 not really.

13 Q You're not familiar with those two documents?

14 A No.

15 Q Are you familiar with the insurance?

16 A The insurance, what we understand as a member, we have to pay for insurance every
17 month and the mortgage and the construction that we want to be build the temple from
18 beginning, that's what we've been agree upon to raise money.

19 Mr. Belenchia: Nothing further, Your Honor.

20 The Court: Cross examination.

21 Ms. Phillips: No, Your Honor.

22 The Court: You may step down. Thank you, sir. Anything else?

23 Mr. Belenchia: No further witnesses, Your Honor.

24 The Court: Anybody else?

25 Ms. Phillips: No, Your Honor.

1 The Court: All right. Ladies and gentlemen, this matter is under advisement by the
2 court and I will have some instructions to you shortly. Thank you so very much. I also want
3 to thank my translator. Ma'am, thank you so very much for your help in this matter. That
4 concludes this hearing.

5 (whereupon the court was adjourned at 12:25 p.m.)
6
7
8
9
10
11

12 Certificate

13 I, the undersigned Phyllis S. Barrett, transcriber of the captioned matter, do hereby
14 certify that it is an accurate transcription, transcribed to the best of my ability, of the case
15 heard in the Court of Common Pleas for the Seventh Judicial Circuit Spartanburg County, on
16 the 18th day of November, 2014.

17 I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

18 
19
20
21
22
23
24
25



RECORD ON APPEAL 222

The State of South Carolina



Office of Secretary of State Mark Hammond

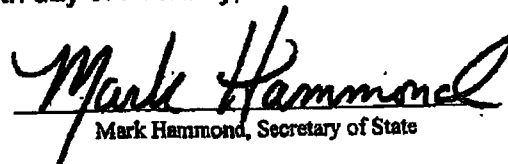
Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA, INC.,
a nonprofit corporation duly organized under the laws of the State of South Carolina on February 16th, 2010, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great
Seal of the State of South Carolina this
19th day of February, 2010.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

000042

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center
Of South Carolina, Inc.,)

Plaintiff,)

Vs.)

Ron Ork and Luke Dong,)

Defendants.)

Ron Ork and Luke Dong)

Third Party Plaintiffs,)

Vs.)

Chivin Sun, Robert Pek,)
Sakhan Sok, Sambo Khieav,)
Sophay Pres, and Tommy Ong,)

Third Party Defendants.)

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF RON ORK

Case No.: 2014-CP-42-1622

HAVING PERSONALLY APPEARED before the undersigned notary and been duly sworn,
Ron Ork does depose and state as follows:

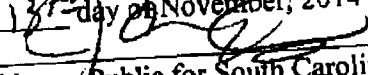
1. That I am over 18 years of age, the matters herein contained facts, and individual paragraphs have been interpreted to me so that I can understand them, know the facts stated to be true of my own knowledge, except as to those matters stated on information and belief and as to those matters I believe them to be true, am duly authorized to make this Affidavit, and am competent to testify to the matters herein contained.
2. That on April 22, 2014, I received and reviewed a copy of the Court's first Order Granting Temporary Injunction, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.
3. That Exhibit A states, "this Order is intended to maintain the status quo during the pending litigation of this matter".

4. That it is my understanding that Exhibit A ordered me to deposit any funds withdrawn from Plaintiff's account on or after April 18, 2014 back into Plaintiff's bank account within twenty-four (24) hours of this Order.
5. That on April 18, 2014, I withdrew Sixty-One Thousand Four Hundred and no/100 (\$61,400.00) Dollars from Plaintiff's bank account in the form of a cashier's check number 0823800680, a copy of this is attached hereto and incorporated herein by reference as Exhibit B.
6. That it is my understanding that I complied with the requirements of the first Order Granting Temporary Injunction by depositing the funds withdrawn by me from Plaintiff's bank account on or after April 18, 2014 (Exhibit B) back into Plaintiff's bank account on April 21, 2014. A copy of the Plaintiff's bank statement for the month of April is attached hereto and incorporated herein by reference as Exhibit C.
7. That on April 22, 2014 I deposited into Plaintiff's bank account an additional Nine Thousand Two Hundred Seven and 80/100 (\$9,207.80) Dollars (see Exhibit C).
8. That on May 22, 2014, I received and reviewed a copy of the Court's second Order Granting Temporary Injunction, a copy of which is attached hereto and incorporated herein by reference as Exhibit D.
9. That Exhibit D states, "this Order is intended to maintain the status quo during the pending litigation of this matter".
10. That it is my understanding that Exhibit D ordered that:
 - a. Defendants shall deposit the funds in dispute into a newly opened account, and only a lawyer from each party will be listed as signatory to that account, which attorney shall be designated by the respective party(ies),
 - b. The bank account funds may only be used to pay obligations of Plaintiff on which the parties agree and for which the parties authorize their representative attorneys to sign,
 - c. All parties shall be enjoined from encumbering assets of the corporation or entering into a contract on the corporation's behalf without leave from the Court during the pendency of this litigation,
 - d. No corporate action may be taken on behalf of Plaintiff during the pendency of this litigation, except that to which the parties agree,
 - e. Defendants' Motion to Dissolve the first injunction entered in this matter is denied.
11. That it is my understanding that I complied with the requirements of the second Order Granting Temporary Injunction because:
 - a. The funds from the old bank account were put into a newly opened account. A copy of the documents reflecting the creation of the new account is attached hereto and incorporated herein by reference as Exhibit E,
 - b. The bank account funds have only been used to pay obligations of Plaintiff on which the parties agree and for which the parties authorize their representative attorneys to sign. A copy of the bank statement from the creation of the newly opened account up

24. That I did not approve of Sambo Khiev being Temple President for a 3 year term starting in April 2012.



Ron Ork, Affiant

Sworn to me before this
13th day of November, 2014


Notary Public for South Carolina
My commission expires 6-25-20

Harvest Group, LLC
P.O. Box 1567
Spartanburg, SC 29304

Invoice

Date	Invoice #
4/29/2014	140429

Bill To
Spartanburg Buddhist Center Luke Dong 770 Bryant Road Spartanburg, SC 29303

P.O. No.	Terms	Project
		Sala Chan Constructi...

Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
04 Concrete	Footing	13,017.00	13,017.00	100.00%	0.00%	100.00%	0.00
05 Masonry	Laying Block	26,017.00	26,017.00	100.00%	0.00%	100.00%	0.00
07 Wall Fra...	Includes floors, walls & roof	40,657.00			49.19%	49.19%	20,000.00
09 Roof Fla...	Install metal roofing	18,017.00			0.00%	0.00%	0.00
12 Doors &...	Install Doors & Trim	3,517.00			0.00%	0.00%	0.00
13 Window...	Install Windows & Trim	6,417.00			0.00%	0.00%	0.00
22 Specialty	Install Columns	5,517.00			0.00%	0.00%	0.00
04 Concrete	Basement Slab	5,007.00			0.00%	0.00%	0.00
11 Siding	Install Stucco Exterior	29,817.00			0.00%	0.00%	0.00
04 Concrete	Concrete Decking	6,017.00			0.00%	0.00%	0.00
29 Supervis...	Supervision	10,000.00			0.00%	0.00%	0.00

We appreciate your prompt payment.

Total \$20,000.00

Payments/Credits \$0.00

Balance Due \$20,000.00

Harvest Group, LLC

P.O. Box 1567
Spartanburg, SC 29304

Invoice

Date	Invoice #
5/7/2014	140430

Bill To
Spartanburg Buddhist Center Luko Dong 770 Bryant Road Spartanburg, SC 29303

		P.O. No.		Terms		Project	
						Sala Chan Construct...	
Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
07 Wall Fr...	Includes floors, walls & roof	40,657.00	28,000.00	49.19%	24.60%	73.79%	10,000.00
12 Doors &...	Install Doors & Trim	3,517.00			85.30%	85.30%	3,000.00
13 Window...	Install Windows & Trim	6,417.00			52.98%	52.98%	3,400.00
We appreciate your prompt payment.							
		Total					
		\$16,400.00					
		Payments/Credits					
		\$0.00					
		Balance Due					
		\$16,400.00					

Harvest Group, LLC

P.O. Box 1567

Spartanburg, SC 29304

Invoice

Date	Invoice #
5/9/2014	140431

Bill To
Spartanburg Buddhist Center Luke Dong 770 Bryant Road Spartanburg, SC 29303

P.O. No.	Terms	Project
		Sala Chan Constructi...

Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
07 Wall Fr...	Includes floors, walls & roof	40,657.00	30,000.00	73.79%	26.21%	100.00%	10,657.00
08 Roof Fl...	Install metal roofing	18,017.00			98.85%	98.85%	17,809.00
12 Doors &...	Install Doors & Trim	3,517.00	3,000.00	85.30%	14.70%	100.00%	517.00
13 Window...	Install Windows & Trim	6,417.00	3,400.00	52.98%	47.02%	100.00%	3,017.00

We appreciate your prompt payment.

Total \$32,000.00

Payments/Credits \$0.00

Balance Due \$32,000.00

Harvest Group, LLC
P.O. Box 1567
Spartanburg, SC 29304

Invoice

Date	Invoice #
5/9/2014	140509

Bill To
Spartanburg Buddhist Center Luke Dong 770 Bryant Road Spartanburg, SC 29303

P.O. No.	Terms	Project
		Sala Chan Constructi...

Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
04 Concrete	Footing	13,017.00	13,017.00	100.00%	0.00%	100.00%	0.00
05 Masonry	Laying Block	26,017.00	26,017.00	100.00%	0.00%	100.00%	0.00
07 Wall Fra...	Includes floors, walls & roof	40,657.00	30,000.00	73.79%	26.21%	100.00%	10,657.00
09 Roof Fla...	Install metal roofing	18,017.00			98.85%	98.85%	17,809.00
12 Doors &...	Install metal roofing	3,517.00	3,000.00	85.30%	14.70%	100.00%	517.00
13 Window...	Install Doors & Trim	6,417.00	3,400.00	52.98%	47.02%	100.00%	3,017.00
22 Specialty	Install Windows & Trim	5,517.00			0.00%	0.00%	0.00
04 Concrete	Install Columns	5,007.00			0.00%	0.00%	0.00
04 Concrete	Basement Slab	29,817.00			0.00%	0.00%	0.00
11 Siding	Install Stucco Exterior	6,017.00			0.00%	0.00%	0.00
04 Concrete	Concrete Decking	10,000.00			0.00%	0.00%	0.00
29 Supervis...	Supervision						
We appreciate your prompt payment.		Total ~~\$32,000.00~~					
		Payments/Credits ~~\$0.00~~ 612,047.00					
		Balance Due ~~\$32,000.00~~ 651,566					



SPARTANBURG BUDDHIST CENTER OF SC, INC | Account # 2230 0969 2717 | January 1, 2014 to January 31, 2014

Check images

Account number: 2230 0969 2717

Check number: 1194 | Amount: \$100.00

SPARTANBURG BUDDHIST CENTER OF SC, INC 00-10 1194
TO ORDER
DATE 01/16/14
100.00
M S SANITATION, LLC
One hundred and 00/100
Bank of America
Trash
00539044830 223009692717 1194

Seq: 35
Batch: 005103
Date: 01/17/14
100.00
01/17/14
00539044830 223009692717 1194

Check number: 1196 | Amount: \$619.01

SPARTANBURG BUDDHIST CENTER OF SC, INC 00-10 1196
TO ORDER
DATE Jan 28, 2014
619.01
Cash
Six hundred nineteen and 01/100
Bank of America
Duke Energy
00539044830 223009692717 1196

Seq: 196
Batch: 987511
Date: 01/28/14
619.01
01/28/14
00539044830 223009692717 1196

Bank of America

SPARTANBURG BUDDHIST CENTER OF SC, INC | Account # 2230 0969 2717 | February 1, 2014 to February 28, 2014

Check images

Account number: 2230 0969 2717

Check number: 1195 | Amount: \$1,850.00

SPARTANBURG BUDDHIST CENTER OF SC, INC 1195
TO THE ORDER OF
SPARTANBURG BUDDHIST CENTER OF SC, INC
2-8-14
Pay to the order of Harvest Group, LLC \$1,850.00
Eight hundred and fifty and 00/100
Bank of America
Silt Fence
11055904684 223009692717 1195

201402084191809388102 1195
Regions Bank #082000018
201402084191809388102 1195
Regions Bank #082000018
Joseph Graham

Check number: 1197 | Amount: \$8,152.57

SPARTANBURG BUDDHIST CENTER OF SC, INC 1197
TO THE ORDER OF
SPARTANBURG BUDDHIST CENTER OF SC, INC
2-4-14
Pay to the order of Maurice Johnson \$8,152.57
Eight thousand one hundred fifty two and 57/100
Bank of America
drawings
11055904684 223009692717 1197

020914 2944 - 835531417 - 835531534 1197
Maurice Johnson



SPARTANBURG BUDDHIST CENTER OF SC, INC | Account # 2230 0969 2717 | March 1, 2014 to March 31, 2014

Check Images

Account number: 2230 0969 2717

Check number: 1151 | Amount: \$3,763.90

SPARTANBURG BUDDHIST CENTER OF SC, INC 03-10 1151
TO THE ORDER OF
SPARTANBURG BUDDHIST CENTER OF SC, INC
3-1-14
Pay to the order of Harvest Group \$ 3,763.90
Three thousand seven hundred sixty three and 90/100
Bank of America
Check order for store
00000044834 000009692717 1151

20140303414161072462 03 1030
Regions Bank >062000010<
20140303414161072462 03 1030
Regions Bank >062000010<
Joseph C. Davidson

Check number: 1155 | Amount: \$7,000.00

SPARTANBURG BUDDHIST CENTER OF SC, INC 03-10 1155
TO THE ORDER OF
SPARTANBURG BUDDHIST CENTER OF SC, INC
3-10-14
Pay to the order of Harvest Group \$ 7,000.00
Seven thousand and 00/100
Bank of America
50% Bonus
00000044834 000009692717 1155

20140310414161072462 03 1030
Regions Bank >062000010<
20140310414161072462 03 1030
Regions Bank >062000010<
Joseph C. Davidson

Check number: 1156 | Amount: \$3,000.00

SPARTANBURG BUDDHIST CENTER OF SC, INC 03-10 1156
TO THE ORDER OF
SPARTANBURG BUDDHIST CENTER OF SC, INC
3/25/14
Pay to the order of Harvest Group, LLC \$ 3,000.00
Three thousand and 00/100
Bank of America
Change Order (Bud Orr)
00000044834 000009692717 1156

20140325414161072462 03 1462
Regions Bank >062000010<
20140325414161072462 03 1462
Regions Bank >062000010<
Joseph C. Davidson

Check number: 1158 | Amount: \$6,017.00

SPARTANBURG BUDDHIST CENTER OF SC, INC 03-10 1158
TO THE ORDER OF
SPARTANBURG BUDDHIST CENTER OF SC, INC
3/15/14
Pay to the order of Harvest Group, LLC \$ 6,017.00
Six thousand and 17/100
Bank of America
2nd Steven Finkling
00000044834 000009692717 1158

20140315414161072462 03 1462
Regions Bank >062000010<
20140315414161072462 03 1462
Regions Bank >062000010<
Joseph C. Davidson



SPARTANBURG BUDDHIST CENTER OF SC, INC | Account # 2230 0969 2717 | April 1, 2014 to April 30, 2014

Check images
Account number: 2230 0969 2717

Check number: 1159 | Amount: \$13,017.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
4-4-14
1159
Harvest Group LLC
Thirteen thousand and 17/100
Bank of America
Cash
13017.00

Seq: 88
Batch: 822837
Date: 04/04/14
Spartanburg Data Center, SC, 29101

Check number: 1160 | Amount: \$100.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
4-7-14
1160
M & T SANITATION, LLC
One hundred only
Bank of America
Cash
100.00

Seq: 88
Batch: 822837
Date: 04/07/14
Spartanburg Data Center, SC, 29101

Check number: 1161 | Amount: \$13,000.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
4-18-14
1161
Joseph C. Jackson, Jr.
Thirteen thousand and 00/100
Bank of America
Cash
13000.00

Seq: 221
Batch: 421870
Date: 04/18/14
Spartanburg Data Center, SC, 29101

Check number: 1163 | Amount: \$20,000.00

SPARTANBURG BUDDHIST CENTER OF SC, INC
04-29-14
1163
Harvest Group LLC
Twenty thousand and 00/100
Bank of America
Cash
20000.00

Seq: 50
Batch: 845815
Date: 04/29/14
Spartanburg Data Center, SC, 29101

FILED	NOV 20 1990	U.S. DISTRICT COURT	SOUTHERN DISTRICT OF NEW YORK
CLERK OF COURT			

NOV 20 1990	U.S. DISTRICT COURT	SOUTHERN DISTRICT OF NEW YORK
CLERK OF COURT		

NOV 20 1990	U.S. DISTRICT COURT	SOUTHERN DISTRICT OF NEW YORK
CLERK OF COURT		
Bank of America		

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

Spartanburg Buddhist Center of
South Carolina, Inc.,)

Plaintiff,)

vs.)

Ron Ork, and Luke Dong,)

Defendants.)

Ron Ork and Luke Dong)

Third Party Plaintiffs,)

vs.)

Chivin Sun, Robert Pek,)
Sakhan Sok, Sambo Khieav,)
Sophy Pres, and Tommy Ong,)

Third Party Defendants.)

IN THE COURT OF COMMON PLEAS

**AFFIDAVIT OF ATTORNEY WORK
PERFORMED**

Case No.: 2014-CP-42-1622

Shannon M. Phillips, Esquire, Affiant herein, after being duly sworn deposes and states
as follows:

Talley Law Firm, P.A. is representing the Plaintiff in this matter at hourly rates of \$300
and \$265.00 per hour for attorney time and \$120.00 per hour for paralegal time. Upon review of
the account as it relates to this Motion for Sanctions held September 11, 2014, fees have been
incurred in the amount of \$3,555.00. Said amount includes time for drafting the Motion for
Sanctions and Temporary Orders in this matter, correspondence with counsel for the Defendants
and the Court, meetings with Plaintiff and opposing counsel regarding the bank account at issue
and Motion for Sanctions, and attendance at today's hearing.

Further the affiant sayeth naught.

Shannon M Phillips
Shannon M. Phillips

Sworn to before me this
10th day of September 2014.

Jane Mills SEAL
Notary Public for South Carolina
My Commission Expires: 2/4/2018

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG 2014-CP-42-01622

**The Spartanburg Buddhist Center of
South Carolina,**

Plaintiff,

-vs-

Ron Ork and Luke Dong,

Defendants.

TRANSCRIPT OF RECORD

April 25, 2014
Spartanburg, South Carolina

Ordered: January 15, 2015

Delivered: February 3, 2015

B E F O R E:

The Honorable R. Keith Kelly, Presiding Judge.

A P P E A R A N C E S:

Ms. Shannon M. Phillips, Esquire
Mr. Scott Talley, Esquire
Attorneys Appearing for the Plaintiff

Mr. Thomas Camden Shealy, Esquire
Mr. Larry Eugene Gregg, III, Esquire
Attorneys Appearing for the Defendants

Pamela Faucette, CVR-M
Circuit Court Reporter

PAMELA FAUCETTE, CVR - 864-574-9534 or 336-260-2864

RECORD ON APPEAL 238

WITNESSES

(No Witnesses were called by either party.)

ARGUMENTS

Ms. Phillips.....	3
Mr. Talley.....	8
Mr. Shealy.....	10
Mr. Talley.....	13
Mr. Shealy.....	16

EXHIBITS**Plaintiff's Exhibits:****Marked:****Received:**

(None)

Defendant's Exhibits:**Marked:****Received:**

(None)

Reporter's Certification.....	17
--------------------------------------	-----------

REPORTER'S NOTES: This transcript contains quoted material. Such material is reproduced as read or quoted by the speaker.

REPORTER'S NOTES: Some of the names in this transcript are spelled phonetically.

April 25, 2014

2:15 P.m.

1 (Off-the-Record Comments)

2 THE COURT: Let me see the lawyers.

3 (Whereupon, a bench conference was had with both attorneys
4 present.)

5 (Off-the-Record Comments)

6 THE COURT: All right. Are we ready?

7 MS. PHILLIPS: Yes, Your Honor.

8 THE COURT: Yes, ma'am?

9 (Off-the-Record Comments)

10 THE COURT: Yes, ma'am?

11 MS. PHILLIPS: Your Honor, we're here today representing *The*
12 *Spartanburg Buddhist Center of South Carolina vs. Ron Ork and Luke Dong.*

13 In this matter, I have handed up what is an affidavit and summary of
14 the by-laws violations regarding the Buddhist Center. What we are here about
15 today — just to give you a little bit of background, this is a Buddhist Temple in
16 Spartanburg.

17 There is an actual temple where a monk presides over religious
18 services. And, then, there is the corporation that is The Spartanburg Buddhist
19 Temple Center of South Carolina. That corporation has a Board of Directors
20 and it has officers.

21 The officers include a president, vice president, a secretary, and a
22 treasurer. And the corporation itself is governed by bylaws. Those bylaws
23 cover everything that we're going to talk about today.

24 It covers the election that was had. It covers the proper administration

1 of the bank account, and it covers how things should have gone and how they
2 did not go.

3 So we're going to walk through those pretty briefly hopefully and talk
4 about some of the attachments to the complaint. Your Honor, in March, there
5 was a notice sent out by Luke Dong; this is Exhibit A to the complaint. It's
6 dated March 19th, that there will be a meeting on April 20th.

7 This notice did not go to all members of the Buddhist Center. And it is
8 from Luke Dong, who has titled himself Chief Election Commissioner.

9 On this notice, that position does not exist. We'll talk about that a little
10 bit further in a minute.

11 Notice was sent to Mr. Dong and Ron Ork that such a meeting would
12 be improper; that an election of the president, as mentioned in that notice,
13 was not proper because the president's term, his second term, started in 2012
14 and will not be up until April of 2015. So that meeting is improper; notice was
15 sent to them.

16 As Exhibit B to the complaint, there is another notice that went out
17 saying that the new president will be elected and a new board of directors will
18 be elected. That notice do not go out properly, as we'll talk about in a minute.

19 In the packet that I handed up, Tab 1 is a summary of bylaw violations.
20 And, if you want to refer to the bylaws as we go through those, I handed those
21 up separately.

22 Notice of the meetings to elect board members or the president must
23 be in writing. And it has to go to every member at least seven days before the
24 meeting.

25 That's in the bylaws, Article 7, Section (4). It did not go to al the

1 members. And that's in the affidavits we've handed up. Tabs 2 and 3 are
2 affidavits from Secretary Kim Pow (phonetic) and Vice President Sevn Son
3 (phonetic). Sevn Son's notice says that he did not get notice -- or his affidavit
4 -- sorry -- says he did not notice of that meeting.

5 Secretary Kim Pow's (phonetic) affidavit says that she did not send this
6 notice. And she did not oversee it. The secretary's oversight of notices is
7 required in the bylaws, Article 9, Section (8).

8 The chief election commissioner office does not exist. Such an official
9 position must be created by the board. That's in the bylaws, Article 9, Section
10 (1). The board did not create this office.

11 So his using that title gives the impression that the board is behind this
12 and they're not.

13 Also, in Article 9, Section (3) of the bylaws, certain individuals for
14 offices are selected by the president and approved by the board. Luke Dong
15 was not approved for any office.

16 Next, on term limits, the bylaws are very clear and concise that a
17 president serves a three-year term. There is no alternative provision that he
18 may serve indefinitely until succeeded. He has strict three-year terms.

19 President Kia (phonetic) began in 2009 and served until 2012, wherein
20 he was unopposed. And so he is in his second term, which is not up until
21 April of 2015.

22 You will notice in the packet that I handed up, there are -- on Tab 4
23 there are assorted notices from the Buddhist Temple in which the monk, Ron
24 Ork, the Defendant, signed beside President Kia's signature on all of these
25 ratifying that he is the president from 2012 through I believe one of the last

1 ones is for the — one of the April 4 — 2014 meetings.

2 So we would argue that, if they're alleging that he is not properly
3 serving as president for a second term, that those arguments are barred by
4 estoppel waiver latches or they're ratified. It is clear that he is the president.
5 And his term will not be up until April 2015.

6 The president, during his term, may only be removed by the board or
7 he can resign by his own volition. He has to be elected at the annual April
8 meeting. That is in the bylaws and they've already had their April meeting;
9 that was April 6th.

10 So the April 20th meeting would be a special meeting and not the
11 meeting in which to elect a president or board members.

12 The bylaws also state that a board member's term is three years or
13 until a replacement. The board members may only be elected at annual
14 meetings.

15 After the general meeting that was held on April 20th, there was a
16 special meeting of an alleged new board of directors that replaced all the
17 board.

18 And, during that meeting, they determined to change the registered
19 agent, change signatories on the bank account, and I'm not sure exactly the
20 extent of other things they may have done during that meeting. It seems that
21 they have replaced officers during that meeting.

22 I want to point your attention to the bylaws, Article 8, Section (4), that
23 says that board members are subject to the good faith duty and must act in an
24 ordinary, prudent manner for the best interest of the corporation.

25 It's not clear that this time rash selection and secret meetings are in the

1 best interest of the corporation.

2 Notices of special meetings must be given at least one week
3 prior to all board members. That notice was not given of that special meeting.

4 Removal of officers require a majority vote of board members and
5 officers present. The officers were not invited to that meeting.

6 All board members and officers must be notified before the meeting. That
7 did not happen. And any officers in question for removal shall have the
8 opportunity to be heard before a secret ballot vote. And we believe that did not
9 happen.

10 The current officers, the vice president, secretary, and treasurer were
11 not invited to that meeting, had no idea what was going on. And things have
12 happened outside of their prevue since then that lead us to believe they have
13 been ousted as well.

14 Which brings me to the improper handling of the bank account. In the
15 bylaws Article 9, Section (6), the president, not the monk, is responsible for
16 overseeing finances of the Temple. And the treasurer has custody and
17 responsibility for all deposits, subject to the board's discretion. That's in
18 Article 9, Section (9).

19 It's clear to us that the bylaws state that the board of directors and its
20 officers are responsible for the handling of the Temple's finances and for
21 major decisions. And what has happened here is that the monk and Luke
22 Dong, self-appointed chief election commissioner, which position does not
23 exist, have taken over and have improperly withdraw funds.

24 We have, upon information and belief, Your Honor, understood that a
25 petition was sent around, either before or after that April 20th meeting, to make

1 valid the monk's withdrawal of funds. It is in the bylaws that the treasurer, the
2 officers, and the board have control over that bank account.

3 And, so, there's no authority, whether members sign or not, for the
4 monk to withdraw funds from that account. So the purpose of today is
5 threefold: We're here to say that any — anything that happened at the
6 meeting on April 20th are invalid.

7 Those results are invalid because notice was not properly given. That's
8 in the affidavits that we've put before the Court today.

9 The money that was taken out by the monk should be returned to that
10 bank account. We understand that it has. And also that it seems the
11 signatories on the bank account, for instance, Mr. Robert Tek (phonetic), who
12 is vice president of the temple or at least was before this week, added the
13 monk to that account. The monk removed the funds and has subsequently
14 this week taken Mr. Tek off the account.

15 It is our position that the signatories should be changed back before
16 what has happened from April 19th on, the last few days. And that is important
17 to adjoin these actions and maintain the status quo for the Temple.

18 (Brief Pause)

19 THE COURT: Yes, sir?

20 MR. TALLEY: Your Honor, briefly, if I may?

21 THE COURT: Yes, sir.

22 MR. TALLEY: As to that last issue, if you look at Tab 5 of the
23 exhibits presented on behalf of Plaintiff, you'll see the signatory card for the
24 Bank of America account has been in place for this Temple since May of
25 2010; May the 20th to be exact.

1 And you will see there a list of officers, as Ms. Phillips referred to, as
2 well as the monk, five signatories allowed to sign on the account. This is the
3 document that was changed this week as to access to the corporate bank
4 account.

5 Your Honor, at Tab 6, Ms. Phillips made reference to a petition. And I
6 -- I think, together with the bylaws and the specific issues pointed out in the
7 summary that she's handed you, this particular petition bears special attention
8 for a couple of reasons.

9 Number 1, if you look at the first page of the exhibit, and you look at the
10 top, it's dated April the 19th of 2014. And it purports to deal with removal of
11 money from the bank account on April the 17th, 2014

12 Now, our information is that this petition was circulated at the meeting
13 on Sunday, April the 20th. If you look at the dates for the signatures, they are
14 inconsistent.

15 There's some signatures on this particular petition, Line 67 for
16 example, appears to be dated April 21st. It's sandwiched in between two
17 signatures dated April the 20th.

18 If you go down the page, you'll see that there are more signatures
19 dated April the 20th until you get to Line 87 where, again, it is dated April the
20 21st. Then, if you continue on to the next page, you will see a series of
21 signatures, again, dated April the 20th, 2014.

22 It skips several lines and, then, goes to another page containing line
23 items 145 through 173, with dates that vary during that time as well.

24 There were members of the Buddhist Temple who attended the
25 meeting on Sunday that did not sign this petition. However, we have a series

1 of affidavits from those individuals indicating that they were asked to sign a
2 petition at the meeting.

3 The affidavits say and I quote, "I was told the petition was to support
4 the building of a new temple." Reading further, "There was no cover sheet or
5 other written description accompanying the petition that I was asked to sign."
6 And lastly, "I was not told the petition was related to the control of funds from
7 a bank account."

8 So I point you that out to Your Honor because I think what you're going
9 to be told is that — that this entire matter in part came about because of
10 certain actions of former officers or members of the board such that they felt it
11 necessary to circulate this petition at this meeting on Sunday calling into
12 question those alleged acts. In fact, as these affidavits state, that is not the
13 case.

14 There was nothing attached to this petition when they saw it prior to it
15 being circulated. And I think I pointed out many examples to show that there
16 are inconsistencies in the manner in which this was signed that — that it
17 should give the Court some concern as to what was actually done at this
18 meeting and what was relayed to those in attendance as to what the intent
19 truly was. I would like to hand those up at this time if I can.

20 **THE COURT:** Yes, sir.

21 **(Documents handed up.)**

22 **MR. TALLEY:** Thank you, Your Honor.

23 **THE COURT:** Thank you. Yes, sir?

24 **MR. SHEALY:** Your Honor, we have clocked in a motion to
25 dissolve or vacate the temporary injunction granted on Monday. Will you hear

1 arguments on that?

2 THE COURT: Yes, sir.

3 MR. SHEALY: Can my associate approach you with exhibits that
4 will be attached our memorandum?

5 THE COURT: Certainly.

6 (Documents handed up.)

7 MR. SHEALY: And do you have a copy of the motion, Your
8 Honor?

9 THE COURT: I do.

10 MR. SHEALY: Your Honor, I think that the Plaintiffs' attorneys are
11 confusing the standard for a temporary injunction and the standard for
12 summary judgment. The Plaintiffs' attorneys have only presented evidence
13 about the facts of the case, Your Honor.

14 Now, a temporary injunction is a drastic remedy issued by the Court in
15 its discretion to prevent irreparable harm suffered by the Plaintiff. That's
16 *Ralason Road Home Owner's Association, Incorporated vs. Jackson*
17 (phonetic), 395, S.C. 25, at Page 35.

18 Your Honor, a party seeking injunctive relief must demonstrate
19 irreparable harm, that's one thing; a likelihood of success on the merits —
20 that's another — in the absence of an adequate remedy of law.

21 The only evidence that the Plaintiff has presented for any one of those
22 ele — elements is a likelihood of success on the merits. And it doesn't tell you
23 as much as the Plaintiffs did. It's — it's a precursory look to see if it's a
24 well-pled complaint and there's a basis for those allegations.

1 That being said, Your Honor, we do have an argument, a
2 valid argument, against the likelihood of success on the merits.

3 If you look at the Plaintiffs' complaint, and if you look at the prayer for
4 relief, you'll see that the Plaintiffs are asking for a temporary injunction at the
5 end of the case, Your Honor.

6 temporary injunction only lives for the life — for the duration of the
7 case. And that's the relief they — they are requesting.

8 So it's impossible for this Court to end this case to grant them a
9 temporary injunction. So they couldn't possibly win on the merits of this case.

10 I can't tell you much more about irreparable harm, Your Honor,
11 because the Plaintiff has presented no evidence about what harm or
12 irreparable harm they will suffer.

13 I can't tell you much about an absence of an adequate remedy of law
14 because they haven't told us what the harm is. So I can't tell them if it would
15 be able to be made at law.

16 I'm positive what I think they're asking for, and I — they're asking for
17 the money back. Okay, that would be conversion. They have some
18 disgruntled shareholders; that would be a derivative suit because the ultimate
19 buyers, Your Honor, where they — where — basically the corporation didn't
20 have the power to make that decision, so they take it away.

21 It could be a shareholder derivative suit where they ask for damages on
22 behalf of the Buddhist Center. But they haven't said what the harm is, so I
23 can't really say that's just not suppositional.

24 "An abuse..." — and this is from *The City of Columbia vs. Tickleflick*
25 *Video Incorporated* (phonetic), 343, SE, 278, Your Honor. It says, "An abuse

1 of discretion in granting temporary injunction occurs where the trial Court is
2 controlled by error of law or where the trial Court's order is based on factual
3 conclusions without evidentiary support."

4 Well, we don't even have the factual conclusions, irreparable harm, or
5 any inadequate remedy of law, Your Honor.

6 And, Your Honor, all of our arguments, everything we have forth, both
7 the Plaintiffs' motion for a temporary injunction and our motion to dissolve and
8 vacate the temporary injunction order are in our memo. That's all I have, Your
9 Honor.

10 **THE COURT:** All right. Yes, sir?

11 **MR. GREGG:** Nothing further.

12 **THE COURT:** Anything further?

13 **MR. TALLEY:** Yes, sir, Your Honor.

14 **THE COURT:** All right.

15 **MR. TALLEY:** As — as — as I sat here, I tried, as quickly as I
16 could, to read what appears to be the supporting affidavit for the relief sought
17 by the Defendants in part in dismissing this underlying action.

18 And I call Your Honor's attention to Paragraph 6 of the affidavit of Ron
19 Ork, where he lays out certain sections of the bylaws. And, then, he goes on,
20 in Paragraph 18, to reference the next section of Article 7, beyond that which
21 is cited which speaks to the notice.

22 And I think this gets to the core of the underlying case, Your Honor.
23 And that — that specific section, Section (4) of Article 7, and how notice is to
24 be given. If you look at Exhibit C to this affidavit of Ron Ork, as I read the
25 affidavit, in Paragraph 19, it says that, "There is a roster of all members, a

1 copy of which is attached and incorporated to the exhibit as Exhibit C."

2 Your Honor, I have looked through it very quickly as I sit here, but there
3 are certain officers pre-filing of this suit of this corporation that are not even
4 listed on what these Defendants are walking into your courtroom and asking
5 you to believe to be a comprehensive list of all the members.

6 For instance, Mr. Tek (phonetic), the vice-president; I don't see
7 anywhere he's listed as a member of the — of the corporation, of — of the
8 Temple.

9 And — and, like I said, I'm reading it fast and somebody can correct
10 me, but there are others as well.

11 Your Honor, if you look at the documents that we handed up, in support
12 of our packet, there are several of the document notices that went out that
13 refer to Mr. Tek himself as one of the quote — and this — this is not exact,
14 and I'm — I'm mis-stating this, I'll grant you that, but — "a founding member"
15 so to speak; that he was a registered agent for the corporation and has been
16 involved since its inception.

17 So to now come in, on the — on the fundamental issue regarding what
18 took place on Sunday, which is a properly held meeting pursuant to the
19 bylaws, and say, "We gave everybody that we needed to give, pursuant to
20 Article 7, Section (4), notice. And here's the document we relied upon."; it's
21 flawed on its face, and — and their affidavits that would speak to the officers,
22 the bank document that I cited earlier attached to ours from May of 2010.

23 But I just call that to Your Honor's attention because I think that, at the
24 end of the day, is the question you're being asked is: Was the meeting held
25 on Sunday proper pursuant to the bylaws or was it not.

1 If this is the affidavit — or if this affidavit is correct, and this is the list of
2 members they relied upon to satisfy that requirement of the bylaws, it's flawed
3 on its face.

4 **THE COURT:** All right, sir. Yes, sir?

5 **MR. SHEALY:** Again, Your Honor, the Plaintiff is arguing about
6 notice. This goes to the merits of the case.

7 We could try the case today. We could contend with the motion for
8 summary judgment. But we have plenty of affidavits saying that all members
9 received notice.

10 Now, that doesn't exclusively rely on the list that the Plaintiffs' attorney
11 is referring to. They had a New Years' festival the weekend before this
12 meeting took place. All of the members that were there were served with
13 notice.

14 So there was — there was certain notice served then and a bunch of
15 affidavits, Your Honor, saying that everyone was served.

16 So, as far as contesting the merits of the case, that's fine. But, like we
17 said earlier, they asked for a temporary injunction at the close of this case. So
18 there's no way they can succeed on the merits.

19 **THE COURT:** All right.

20 **(Brief Pause)**

21 **THE COURT:** All right. I have plenty of reading to do. This matter
22 will be under advisement, but I will move quickly. We are in chambers next
23 week so I will try to have something for you next week.

24 **MR. SHEALY:** Thank you, Your Honor.

25 **THE COURT:** Now, everybody has a current email address on the

1 bar website, right, so I can get in touch with everybody?

2 (Off-the-record comments regarding contacting the attorneys.)

3 MR. SHEALY: Thank you, Your Honor.

4 THE COURT: Thank you.

5 (Whereupon, the proceeding concluded at 2:39 p.m.)

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Spartanburg Buddhist Center of	)	
South Carolina, Inc.,	)	Civil Action No. 14-CP-42-1622
	)	
Plaintiff,	)	
	)	PAL AFFIDAVIT
v.	)	
Ron Ork and Luke Dong,	)	
	)	
Defendants.	)	

I, Kim Pal, after being duly sworn deposes and states as follows:

1. I, Kim Pal, am acting Secretary of the Spartanburg Buddhist Center of South Carolina, Inc.
2. The annual meeting of the Spartanburg Buddhist Center of South Carolina, Inc. was held April 6, 2014 this year.
3. No elections were held at the annual meeting this year because the President's and Board of Directors' three year terms do not end until April 2015.
4. Both before and after the April 6, 2014 meeting, Defendants sent notice(s) that another meeting would be held on April 20, 2014 to elect a new President and Board of Directors.
5. The notice was not sent to all members as required by the Bylaws.
6. I did not send the notice to all members, I was not asked for addresses for someone else to send the notice to all members, and I did not approve the sending of any notice.
7. This meeting was improper, as these are matters for the annual meeting and notice was not properly given to all members.

8. Defendant Luke Dong purports to be Chief Election Officer in one notice, but that position was not properly created by the Board of Directors; rather, Dong created the officer position and appointed himself improperly.
9. At the April 6, 2014 meeting, all Board Members present, but for Defendant Ork, voted not to have the meeting on April 20, 2014 due to its violation of the Bylaws.
10. The Board of Directors notified Defendants that the April 20, 2014 election would be improper, yet Defendants continued to notify certain members that an election would be held.
11. Upon information and belief, a meeting was held April 20, 2014 at which a new President and Board of Directors were elected.
12. Upon information and belief, the alleged new Board of Directors had a special meeting and removed officers.
13. I was not given notice to attend this meeting or an opportunity to be heard at the meeting, even though such notice and an opportunity to be heard are required in the Bylaws.
14. The April 20, 2014 meetings were improper and any results from said meetings are invalid.

Further, the Affiant sayeth naught.


Kim Pal

Sworn to before me this 24th
day of April, 2014


Notary Public for South Carolina
My Commission expires: 1/13/24



SPARTANBURG BUDDHIST CENTER

770 BRYANT ROAD • SPARTANBURG, SC 29303

នៅក្នុងសិទ្ធិក្រុមហ៊ុនសាសនាព្រះពុទ្ធសាសនា គឺថ្នាំ ពាន់ ចក្ខុសក ព.ស. ២៥៥៦ - គ.ស. ២០១២ ខាងមុខនេះព្រះគ្រូលោកអធិការ និងគណៈ
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វិធីបុណ្យខាងក្រោមនេះ៖

កម្មវិធីបុណ្យ

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CAMBODIAN NEW YEAR BUDDHIST ERA 2,556

Cambodian New Year falls on Friday, April 13, 2012 at 7:11pm. Board of Directors of Spartanburg Buddhist Center of South
Carolina, Inc. (Wat Preah Ang Thom) will organize a once a year event, the Cambodian New Year Celebration. Programs of event
are the following:
Friday, April 13, 2012, 1st day is Mahasangkran. Devada (Angel) arrives at 7:11pm at which we will start Buddhist ceremony.
Pay Homage to the Triple Gems, Undertake Five Precepts, Invite monks to chant Paritta and Dhamma Discourse detailing the
Khmer New Year by Preah Maha Ven. ORK RON, Chau Athikar Wat Preah Ang Thom.
Saturday, April 14, 2012, 2nd day is Vanabat, at 9:00am begin Buddhist Ceremony in which there are Alms Service, Offering
food for the monks, Memorial service for the death and lunch break together. At 2pm, we will perform a Ceremony of Erecting
sand Hilllock on the Temple ground. On this same Saturday at 7:00pm we will have same Buddhist Ceremony like we did on the
1st day, after that *Live Band from Maryland state will throw a party for all of you to enjoy until very late night.*
Sunday, April 15, 2012 3rd day is Varak Loeungsak Last day of our New Year Celebration, at 9:00am we will repeat same
Buddhist Services which include a Passage Ceremony for Sand Hilllock Erection that we have built on the Temple ground. At 2pm
on this Sunday, we will have *three special Bathing Ceremonies:* 1-Bathing the Buddha Statue, 2-Bathing for the monks, 3-Bathing
for our parents or elderly people. The purposes of these 3 services are asking them for forgiveness as well as good luck, health and
prosperity for this coming New Year. On this Sunday night, we also have *Live Band from our local Spartanburg entertains*
this last party for everybody to enjoy.

WAT PREAH ANG THOM WELCOME ALL NATIONALITIES TO CELEBRATE KHMER NEW YEAR WITH US.

Board of Directors

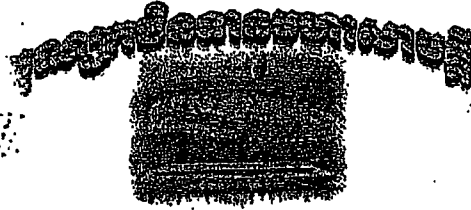
Other contact persons: Sambo Khiev, Temple President (864) 621-6764
Sakhan Sok, Vice-President (864) 764-4888
Sophay Pres Temple Treasurer (864) 357-8653
Pen Preah, Temple Registered Agent (864) 279-7546





ស្ថាប័នព្រះពុទ្ធសាសនាស្រីស្រី-ព្រះស្រីព្រះមហា

Spartanburg Buddhist Center of South Carolina, Inc
 770 Bryant Road, Spartanburg, SC 29303, Tel: 864-327-8726 / 408-416-8801
 email: Spartanburgbuddhist@gmail.com



កម្មវិធីនានា, ជាពិសេសមានពិធីសារសម្រាប់ព្រះសង្ឃមួយចំនួនដែលបានចូលរួម ដែលបានចាំបាច់ ព្រះវិស្ណុគ្រប់គ្រងមានក្នុងអាវាសវត្តណាមួយ ឱ្យទទួលបានក្រាលគ្រងកម្រិតបានហើយរាប់ថាជាសង្ឃទាន ដែលជាទានមានផល- និសង្សច្រើន។ **កម្មវិធីនានា**នេះ, បុព្វបុរសយើងតែងតែបានធ្វើជាប់ជាហូរហែដោយគោរពនិង ប្រតិបត្តិតាមគន្លងព្រះពុទ្ធ សាសនា និងដើម្បីរក្សាទុកនូវប្រពៃណីដ៏ល្អរបស់ខ្មែរយើងតាំងពីបុរាណកាលមក ។

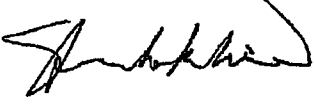
យើងខ្ញុំដូចមានរាយនាម ខាងក្រោមនេះមានសទ្ធាព្រះថ្វាផ្ដើមធ្វើកម្មវិធីនានាសាមញ្ញមួយ ដង្ហែចូលទៅវេរប្រគេនព្រះសង្ឃ ដែលបានគង់ចាំព្រះវិស្ណុគ្រប់គ្រង ក្នុងខណ្ឌសីមាវត្តព្រះអង្គ។ ដោយអាស្រ័យហេតុនេះ សូមអញ្ជើញលោកតា-យាយ អស់លោក លោកស្រី អ្នកនាងកញ្ញា និងពុទ្ធបរិស័ទជិតឆ្ងាយទាំងអស់ចូលរួមចាប់កុសលតាមកម្លាំងសទ្ធាព្រះថ្វារៀងៗខ្លួន ។

Kathina Day is an important and auspicious day in the Buddhist calendar. On this day, the Buddhist people assemble in the temples and offer robes and other gifts to the monks. Kathina ceremony promotes generosity and selflessness. It also provides an opportunity to the people to gain spirituality.

កម្មវិធីបុណ្យ

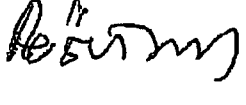
- ថ្ងៃសៅរ៍ ៤រោច ខែអស្សុជ ត្រូវនឹងថ្ងៃទី៣ ខែវិច្ឆិកា ឆ្នាំ២០១២ (Saturday, November 3, 2012)
 ម៉ោង 6:30pm ជួបជុំពុទ្ធបរិស័ទនមស្សការសមាទានសីល, អាវាធនាព្រះសង្ឃចំរើនព្រះបរិត្តនិងនិមន្តអ្នកចិត្តសំដែងធម៌ទេសនា ។
- ថ្ងៃអាទិត្យ ៥រោច ខែអស្សុជ ត្រូវនឹងថ្ងៃទី៤ ខែវិច្ឆិកា ឆ្នាំ២០១២ (Sunday, November 4, 2012)
 ម៉ោង 9:30am ជួបជុំពុទ្ធបរិស័ទនមស្សការសមាទានសីល, រាប់ចេញនិងវេរកត្តប្រគេនព្រះសង្ឃ- ដារបង្កូរចូលនិងឧទ្ទិសកុសល ដល់ញាតិទាំង៧សន្តាន ។
- ម៉ោង 1:00pm ដង្ហែអង្គកម្មវិធីនានាដល់ព្រះភិក្ខុសង្ឃជាតិចូលរួបរួប ។

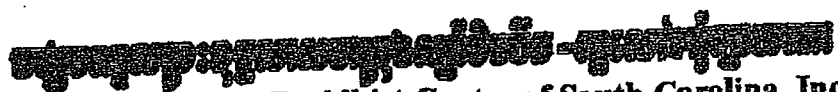
លោក ខៀវ សំបូរណ៍



RECORD ON APPEAL 258

លោក ម៉ែន គាណ





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ကုလသမဂ္ဂအဖွဲ့အစည်း

ନବୁଦ୍ଧି

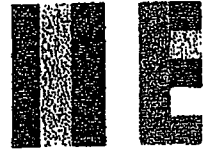


11.
Furstenberg



ចម្បងព្រះពុទ្ធសាសនាក្រុងស្មារតី (វត្តព្រះអង្គ)

Spartanburg Buddhist Center of South Carolina, Inc
770 Bryant Road, Spartanburg, SC 29303, Tel: 864-327-8726 / 408-416-8801
email: Spartanburgbuddhist@gmail.com



បុណ្យភ្ជុំបិណ្ឌ

ភ្ជុំបិណ្ឌ ជាបុណ្យដ៏សំខាន់មួយក្នុងព្រះពុទ្ធសាសនា, ដែលបុព្វការីជននិយមធ្វើជាហូរហែររៀនរាល់សព្វថ្ងៃនេះ ។
នេះជាពេលមួយ ដែលយើងទាំងអស់បង្ហាញនូវភាពកតញ្ញាធម៌, យើងគួរមានទេយ្យធម៌យកទៅប្រគេនដល់ព្រះភិក្ខុសង្ឃ
និងបង្កូរលទ្ធិសកុសល ដល់បុព្វការីជនដែលធ្វើកាលកិរិយាទៅកាន់លោកខាងមុខ។

យើងខ្ញុំជាគណៈកម្មការ និង ពុទ្ធបរិស័ទចំណុះដើម្បីព្រះអង្គ គឺជាត្រូវប្រារព្ធធ្វើបុណ្យភ្ជុំបិណ្ឌដ៏ធំមួយ ដូចមានដំណើរជូន
នៅក្នុងកម្មវិធីបុណ្យខាងក្រោមនេះស្រាប់ ។

អាស្រ័យហេតុនេះ, សូមអញ្ជើញដល់អស់លោក-អ្នកស្រី លោកតា លោកយាយ បងប្អូនញាតិមិត្តជិតឆ្ងាយទាំងអស់
អញ្ជើញ មកចូលរួមឲ្យបានច្រើនកុះក ហើយអនុមោទនានូវបុណ្យកុសលទៅតាមកម្លាំងសមត្ថភាពជ្រះថ្លាខ្លួន ។

Pchum Ben is a very important aspect of Cambodian culture. It is a time of reunion and commemoration.
It is a time to express our love and appreciation for one's ancestors. By offering food and good karma to those
possibly trapped in the spirit world, living relatives help assuage their misery and guide them back into the
cycle of reincarnation.

You're cordailly invited to participate in the ceremony of *Bon Pchum Ben* .

កម្មវិធី

ថ្ងៃសៅរ៍ ៩រោច ខែភទ្របទ ត្រូវនឹងថ្ងៃទី២៨ ខែកញ្ញា ឆ្នាំ២០១៣ (Saturday, September 28, 2013)

ម៉ោង 6:30pm ជួបជុំពុទ្ធបរិស័ទនមស្សការសមាទានសីល, អាណន្តព្រះសង្ឃចំរើនព្រះបរិត្ត និងនិមន្តព្រះធម្មកថិកសំដែងធម៌ទេសនា ។

The arrival of Buddha's disciples and paying homage to the Triple Gems, Undertake the five precepts,

To request a Buddhist monk to recite a protective prayer and dhamma's talk.

ថ្ងៃអាទិត្យ ១០រោច ថ្ងៃទី២៩ ខែកញ្ញា (Sunday, September 29, 2013)

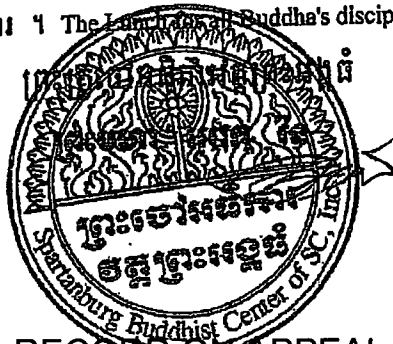
ម៉ោង 9:00am ជួបជុំពុទ្ធបរិស័ទនមស្សការសមាទានសីល The arrival of Buddha's disciples and paying homage to the Triple Gems,

Undertake the five precepts,

ម៉ោង 10:00am រាប់បាត្រនិងវេរកត្តប្រគេនព្រះសង្ឃ ដាំបង្កូរល និងឧទ្ទិសកុសលដល់ញាតិទាំង៧សន្តាន ។

Putting alms into Almsbowls; Food offering; to devote good merit to the death.

ម៉ោង Noon ពុទ្ធបរិស័ទទទួលភោជនាហារ ។ The Lunch for all Buddha's disciples and guests.



ប្រធានវត្តព្រះអង្គ

លោក ខៀវ សំបូរណ៍

[Signature]

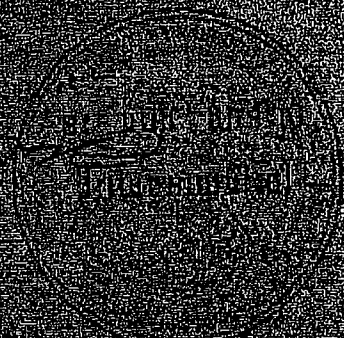
លោកអាចារ្យវត្តព្រះអង្គ

លោក ប៊ែន គារណ

[Signature]

RECORD ON APPEAL 260

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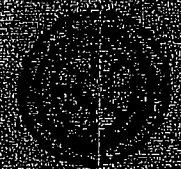
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THE SECRETARY OF THE INTERIOR
WASHINGTON, D. C.
TO THE SECRETARY OF THE INTERIOR
WASHINGTON, D. C.
FROM THE SECRETARY OF THE INTERIOR
WASHINGTON, D. C.
SUBJECT: [Illegible]
[The following text is extremely faint and largely illegible due to the quality of the scan. It appears to be a memorandum or official communication.]

11

11





មជ្ឈមណ្ឌលព្រះពុទ្ធសាសនាប្រទេសអាត្លង់ទិក រដ្ឋអាត្លង់ទិក

SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED
A RELIGIOUS NON PROFIT ORGANIZATION

770 BRYANT ROAD, SPARTANBURG, SC 29303-5200

www.patssc.org email: spartanburgbuddhist@gmail.com P: (864)327-8726

Head monk: Ven. Ron Ork, Temple President: Sambo Khleav, Temple registered agent & Incorporator: Robert P. Pek
(408)416-8801 (864)621-6764 (864)621-9362

បុណ្យមាយបូជា

អាត្មាកាពចៅអធិការ អោក រ៉េន ព្រមទាំងគណកម្មការវត្តព្រះអង្គធំ នឹងប្រារព្ធធ្វើបុណ្យមាយបូជា រួមជាមួយបុណ្យផ្កាប្រាក់សាមគ្គីផងដែរ។ បុណ្យមាយបូជានេះ ជាបុណ្យពិសេសមួយសម្រាប់អ្នកកាន់ព្រះពុទ្ធសាសនាទូទាំងពិភពលោក ប្រារព្ធធ្វើជារៀងរាល់ឆ្នាំមិនដែលអាក់ខានឡើយ ។ ជាបុណ្យខួបលើកដល់ថ្ងៃដែលព្រះសម្មាសម្ពុទ្ធបរមគ្រូរបស់យើងព្រះអង្គទ្រង់ដាក់អាយុសង្ខារនិងជាថ្ងៃធ្វើឧត្តរសន្និបាតជាមួយពេលនោះដែរ។

អាស្រ័យហេតុខាងលើនេះ គណកម្មការវត្ត សូមគោរពអញ្ជើញ លោក-លោកស្រី, លោកតា-លោកយាយ, អ្នកនាងកញ្ញាជាពុទ្ធបរិស័ទទាំងអស់ ទៅចូលរួមចាប់កុសលក្នុងបុណ្យ ទាំងពីរនេះ តាមកម្លាំងសទ្ធារៀងៗខ្លួន។ សូមអរគុណ ។

កម្មវិធីបុណ្យ

ថ្ងៃសុក្រ ១៥ កើត ខែ មាយ ព,ស, ២៥៥៧ ត្រូវនឹងថ្ងៃទី១២ ខែ កុម្ភៈ ២០១៤ ជាថ្ងៃ បុណ្យមាយបូជាពិតប្រាកដ វេលាម៉ោង ៧ ល្ងាច ចាប់ផ្តើមប្រារព្ធធ្វើពិធីមាយបូជា។ បើបងប្អូនណាអាចមានពេលវេលាទៅចូលរួមបាន សូមអញ្ជើញយកផ្កាភ្ញីជាគ្រឿងសក្ការៈបូជា ទៅចូលរួមផងក៏បានដែរ។

ថ្ងៃសៅរ៍ ទី ១៥ ខែ កុម្ភៈ ឆ្នាំ២០១៤ ម៉ោង ៧ ល្ងាច ប្រារព្ធបុណ្យមាយបូជា រហូតដល់ម៉ោង ១០ យប់ សម្រាប់បងប្អូនណាដែលមិនបានអញ្ជើញមក ចូលរួមកាលពីថ្ងៃសុក្រទី ១២ កុម្ភៈ ២០១៤ ។ បងប្អូននៅតែអាចយកផ្កាភ្ញី និងគ្រឿងសក្ការៈបូជាផ្សេងៗ ដូចកាលពីថ្ងៃសុក្រដែរ។ (Feb 14, 2014)

ថ្ងៃអាទិត្យទី១៦ ខែ កុម្ភៈ ឆ្នាំ២០១៤ បើបងប្អូនណាមិនស្មារតីព្រះរតនត្រៃ, សមាទានសីល, រាប់បាត្រជាដើម។ល។

ប្រធានវត្ត



អាចារ្យវត្ត



មជ្ឈមណ្ឌលព្រះពុទ្ធសាសនាក្រុងស្មាតប៊ឺក រដ្ឋអាហ្សីយ៉ាណា, ឥណ្ឌូ

SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA INCORPORATED

A RELIGIOUS NON PROFIT ORGANIZATION
770 BRYANT ROAD, SPARTANBURG, SC 29303-5200

www.patasc.org email: spartanburgbuddhist@gmail.com P: (864)327-8726

Head monk: Ven. Ron Ork, Temple President: Sambo Khieav, Temple registered agent & Incorporator: Robert P. Pek
(408)416-8801 (864)621-6764 (864)621-9362

បុណ្យផ្ដាំប្រាក់សាមគ្គី

គណកម្មការអាចារ្យវត្តព្រះអង្គជំ ព្រមទាំងព្រះគ្រូចៅអធិការវត្ត បានព្រមព្រៀងគ្នាជាឯកច្ឆ័ន្ទនឹង
ប្រារព្ធធ្វើបុណ្យផ្ដាំប្រាក់សាមគ្គីមួយ ដើម្បីជួយឧបត្ថម្ភក្នុងការកសាងសាលាឆាន់ ដែលប្រហែលជាសមិទ្ធផល
ជំបំផុតនៃវត្តព្រះអង្គជំរបស់យើង ហើយដែលយើងត្រូវការជាចាំបាច់ក្នុងការធ្វើបុណ្យទានផ្សេងៗ ផងដែរ ។
យើងខ្ញុំជាគណកម្មការ សូមគោរពអញ្ជើញលោក-លោកស្រី, លោកតា-លោកយាយ និងសប្បុរសជន
ទាំងក្មេងទាំងចាស់ទៅចូលរួមចាប់កុសលក្នុងបុណ្យផ្ដាំប្រាក់សាមគ្គីខាងលើនេះ តាមកម្លាំងសទ្ធារៀងៗខ្លួន ។

កម្មវិធីបុណ្យ

ថ្ងៃអាទិត្យ ទី 16 ខែ មីនា ឆ្នាំ ២០១៤ កម្មវិធីធ្វើតែមួយថ្ងៃគឺម៉ោង ៩ព្រឹក នមស្សការព្រះរតនត្រៃ, សមាទាន
សីល, រាប់បាត្រ-វេរកត្ត និង និមន្តព្រះសង្ឃចំរើនព្រះបរិត្ត-បង្កុលព្រមគ្នាតែម្តង ។ ពុទ្ធបរិស័ទទទួលបាន
អាហារថ្ងៃត្រង់រួច វេលាម៉ោង ១:០០ រសៀលចាប់ផ្ដើមផ្លែផ្កាប្រាក់ និងវេរផ្កាប្រាក់ជាកិច្ចបង្ហើយបុណ្យ ។

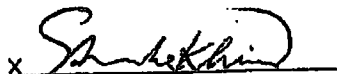
FUNDRAISING FOR CEREMONY HALL CONSTRUCTION

Board of Directors of Spartanburg Buddhist Center of South Carolina Incorporated will organize a special fundraising Ceremony in the new fiscal year 2014. The purpose of this fundraising is to fulfil our obligations to build another Ceremony Hall in our Center. The engineer firm that we have contracted is completed their structure plan and permit. The work construction is underway. All of you and your friends are cordially invited.

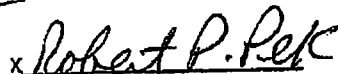
PROGRAM OF EVENT

Sunday, March 16, 2014, It is a one day event; start Buddhist Services at 9:00am- Pay Homage to the Triple Gems, Undertake the Five Precepts, Alms service, Offering food to the monks who will chant Paritta and Bangsokol all at once.

After Lay Buddhists and guests having lunch, around 1:30pm, will have a small procession circling the Big Buddha Statue, then offering these public funds that we raised to the monks. It is a traditional Buddhist way to transcient the Merit to our ancestors and sentient beings.


Mr. Sambo Khieav, President

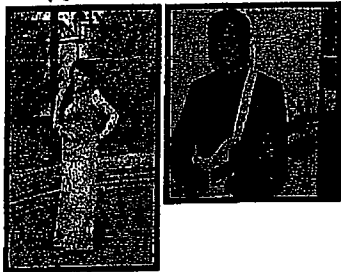



Mr. Robert Pek, Achar Wat

HAPPY CAMBODIAN NEW YEAR



★ ★ LIVE BAND ★ ★



PONLEU KHMER

ស៊ីស្ទីឆ្នាំថ្មី

APRIL 12-13, 2014

ចូលឆ្នាំ មឺ គស័ក ព.ស. ២៥៥៨ ប្រមូល គ.ស. ២០១៤

នៅក្នុងសិទ្ធិការប្រកាសស្រ្តីឆ្នាំថ្មី គឺឆ្នាំ មឺ គស័ក ពុទ្ធសករាជ ២៥៥៨ ខាងមុខនេះ ព្រះគ្រូចៅអធិការ និង គណៈកម្មការ-អាចារ្យវត្ត ព្រមទាំងពុទ្ធបរិស័ទចំណុះជើងវត្ត ព្រះអង្គធំ ទាំងដឹកនាំនាយ បានមូលមតិគ្នាជាប់កង្វះ ប្រារព្ធពិធីបុណ្យចូលឆ្នាំថ្មីដូចមានកម្មវិធីខាងក្រោមនេះ៖

ថ្ងៃសុក្រទី ១១ ខែ មេសា ឆ្នាំ ២០១៤ វេលាម៉ោង ៨ ព្រឹក មានសាសនាវិជ្ជាជន្ម ទទួលទៅកាន់ ដូចជាមិត្តព្រះសង្ឃចំរើនព្រះបរិក្ខ ហើយមានមិត្តព្រះធម្មកថិក សំដែងព្រះធម្មទេសនា ក្នុងបុណ្យចូលឆ្នាំថ្មីដែរ។

ថ្ងៃសៅរ៍ទី ១២ ខែ មេសា ឆ្នាំ ២០១៤ វេលាម៉ោង ៩ ព្រឹក នគរប្រកាសសមាគមស៊ីន-កប់បាត្រ និងវេរកត្ត បន្ទាប់ពីពុទ្ធបរិស័ទ និងភ្ញៀវទទួលបានអាហារប្រច្រណីន យើងនឹងរៀបចំពិធីពុទ្ធ និង បំប្លែងខ្លួនបង្ហូរទៅជាព្រះពុទ្ធភាសនាវិជ្ជាជន្ម ។ ពេលព្រឹកមានក្រុមតន្ត្រី ពន្លឺខ្មែរលេងកំដរ ពីរម៉ោង ៥ ព្រឹក ទៅរយៈម៉ោង ១ យប់ ។

ថ្ងៃអាទិត្យទី ១៣ ខែ មេសា ឆ្នាំ ២០១៤ វេលាម៉ោង ៩ ព្រឹក មានសាសនាវិជ្ជាជន្មស្រីដែរ។ ប៉ុន្តែបន្ទាប់ពីពុទ្ធបរិស័ទទទួលបានអាហារប្រច្រណីន យើងមានពិធី ប្រជុំព្រះពុទ្ធបុរាណិយសម្ព័ន្ធ និង ពិធីទទួលទានចំពោះវត្តពុទ្ធភាសនា និងចាប់ប្រើប្រាស់ ។ បន្ទាប់មក យើងមានពិធីអ្វីក្នុងខ្លួន ជាពិសេសយុទ្ធសាស្ត្របុណ្យចូលឆ្នាំថ្មី ។ ពីរម៉ោង ៥ ព្រឹក រហូតដល់ម៉ោង ១ យប់ ក្រុមតន្ត្រី ពន្លឺខ្មែរ ដល់លេង និងលេងកំដរការប្រកាសជូនបដិប្បន ក្នុងថ្ងៃអាទិត្យពុទ្ធភាសនាបុណ្យចូលឆ្នាំថ្មីនេះផងដែរ។

HAPPY CAMBODIAN NEW YEAR BUDDHIST ERA 2558 = CHRISTIAN ERA 2014

Board of Directors of Spartanburg Buddhist Center will organize the Cambodian New Year, it is a once a year special event that Khmers in Cambodia and Khmers living abroad always celebrate every year. Here are the programs of event :
Friday, April 11, 2014 at 7:00pm will have Buddhist Ceremony to honor the new Devata(the Goddest), Invite monks to chant Paritta and follow by the Dhamma Discourse about the New Year as to why we are celebrating?

Saturday, April 12, 2014 at 9:00am Buddhist ceremony begins; Paying Homage to the Triple Gems, Undertake the Precepts, Almsbowl Service etc... After lunch, we will have the Buddhist service to ordain the sand mount hillock erection(បំប្លែងខ្លួន) . IN THE EVENING: From 5pm to 1:00AM, we will have Live band of PONLEU KHMER and other entertainments to accommodate our young audiences. We also have a variety of specialty food to sell to the public.

Sunday, April 13, 2014 at 9:00am will repeat Buddhist ceremony like we had on Saturday. After lunch, we will have three special Buddhist services: Bathing the Buddha Statues, Bathing the Buddhist monks and Bathing our seniors. We conclude New Year Service by disordain the sand mount hillock erection. Also in the evening from 5pm to 10pm on Sunday, we will have the same Live band and entertainment. HAVE A HAPPY CAMBODIAN NEW YEAR.

PLACE OF EVENT: Spartanburg Buddhist Center (Wat Preah Ang Thom) 770 Bryant Road, Spartanburg, SC 29303
CONTACT PERSONS: Temple President Mr Sambo Khmer (864) 621-6764 Venerable ORK RON Chay Athikar: (408) 416-8801
Temple Registered agent & Incorporator: Mr. Robert Pek (864) 621-9362 Vice President Mr. Chavin Sun, Ph.D. (646) 546-8528

RECORD ON APPEAL 664


 ជ្រោយជំរាល ខេត្តកោះកុង
 កំពង់ចាម

ក្រសួងសេដ្ឋកិច្ច

[illegible]

លក្ខណៈស្មើគ្នា លទ្ធផលការងារ ពិសេសនៃការវិវឌ្ឍន៍សេដ្ឋកិច្ចជាតិ ៣០០០:១ គុណ
 ក្នុងនាមគោលការណ៍សមភាពស្ថាប័នក្នុងរដ្ឋ ៣០០១:១ គុណ
 (១៧.13.2013, April, April) យោងលើ បទដ្ឋាន យុត្តិធម៌ក្នុងរដ្ឋ កាតព្វកិច្ច អង្គការ អង្គការ
 រដ្ឋបាលក្នុងស្រុកក្នុងនាមសមភាពស្ថាប័នក្នុងរដ្ឋ
 ពិសេសនៃការវិវឌ្ឍន៍សេដ្ឋកិច្ចជាតិ ក្នុងនាមគោលការណ៍សមភាពស្ថាប័នក្នុងរដ្ឋ ៣០០១:១ គុណ
 (១៧.12.2013, April, April) យោងលើ បទដ្ឋាន យុត្តិធម៌ក្នុងរដ្ឋ កាតព្វកិច្ច អង្គការ អង្គការ

總發行

Spartanburg Buddhist Center of South Carolina, Inc.
 70 Bryant Road, Spartanburg, SC 29301, Tel: 864-337-8726 / 408-416-8801
 email: walpreshan@buddhistcenter.org
 2015-2016
 Happy Dharma New Year!

(ឧត្តរៈជ័យ) ទី១ របស់វិទ្យាស្ថានសិក្សា-សង្គមវិទ្យាស្ថានស្ថាប័នស្រីស្រី



RECORD ON APPEAL 265

Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Corporate
Signature Card

Update
052010HS1511

Account Number 223008892717
Account Type BUSINESS ECONOMY CHK
Account Title SPARTANBURG BUDDHIST CENTER OF SC, INC

☐ Temporary Signature Card

Name of Corporation SPARTANBURG BUDDHIST CENTER OF SC, INC
Tax Identification Number 272031900

By signing below, the above named Corporation agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) the Deposit Agreement and Disclosures, (2) the Business Schedule of Fees, (3) the Miscellaneous Fee for Business Accounts and the Corporation further acknowledges the receipt of these documents.

Substitute Form W-9. Certification: Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must agree with item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9.)

☒ Exempt (check if applicable)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (Typed or printed)	Title	Signature
1. <u>SAUBO KHIEAV</u>	<u>PRESIDENT</u>	<u>[Signature]</u>
2. <u>ROBERT PEK</u>	<u>VICE-PRESIDENT</u>	<u>[Signature]</u>
3. <u>SORAKI PREI</u>	<u>TREASURER</u>	<u>[Signature]</u>
4. <u>THAY BOM</u>	<u>VICE-PRESIDENT</u>	<u>[Signature]</u>
5. <u>RON ORK</u>	<u>TEMPLE HEAD MONK</u>	<u>[Signature]</u>

I, the undersigned, hereby certify (1) I am the Secretary or Assistant Secretary of the Corporation named above, (2) the above named persons are those persons currently empowered to act under the Corporate resolutions authorizing this account and the other banking services provided for therein, (3) that the title and decision signature set forth opposite the name of each person are true and correct, and (4) the Substitute Form W-9 certification.

This 20th day of MAY, 2010

[Signature]
Secretary/Assistant Secretary

ATM/Deposit/Check Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards under Check Cards, I am authorized by the regulations which authorize this account hereby request the issuance of such cards to any of the authorized signers on this account.

NA
Business Account Signers
Name SAUBO KHIEAV
Address 123 W. WOODS ST. SPB, SC 29302
ID Type SCD ID # 001910117
Iss. 9-1-2007 Exp. 4-1-11
2nd ID 00000000000000000000000000000000
Iss. NA Exp. 2/1/14
DOB 9-14-1948
Ref#

NA
Business Account Signers
Name ROBERT P. PEK
Address 2105 STANLEY DR. WILMINGTON, SC 29404
ID Type 100875147 ID # 100875147
Iss. 7-21-14 Exp. 1-10-2014
2nd ID NA Exp. 7/14
Iss. NA Exp. 7/14
DOB 1-10-1943
Ref#

Business Account Signers
Name RON ORK
Address 110 BOUNTY RD. SPB, SC 29302
ID Type SCD ID # 100875147
Iss. 2/1/2010 Exp. 2/1/2011
2nd ID 00000000000000000000000000000000
Iss. NA Exp. 4/2/10
DOB 5/21/1972
Ref#

Bank Information

Date 05/20/2010 Banking Center Name HEARON CIRCLE
Associate's Phone Number 804-515-4906 Associate's Name ANNE M. POLKMAN

BSO
BANK OF AMERICA



We, the members of Spartanburg Buddhist Center of SC (SBCSC,INC) aka Wat Preah Angthom, demand you, Mr. Robert P. Pek to return the money of \$3010.00 back to the members of SBCSC,INC that was missing from Bank of America on April 17, 2014 at 03:44 pm. The fund that the members of SBCSC,INC donated is for the construction of the new hall (Sala Chhan) only. We the members of SBSC,INC give you five (5) business day to return it, or you will deal with the court of law.

យើងជាពុទ្ធបរិស័ទនៃមជ្ឈមណ្ឌលព្រះពុទ្ធសាសនាហៅវត្តព្រះអង្គធំ សូមបញ្ជាក់ដោយលោក Robert P. Pek
 ប្រគល់នូវប្រាក់មានចំនួន \$3010.00 ដែលបាត់ចេញពីaccount វត្តនៅ Bank of America on April 17, 2014 at
 03:44 pm មកពុទ្ធបរិស័ទវត្តព្រះអង្គជីវិញ ។

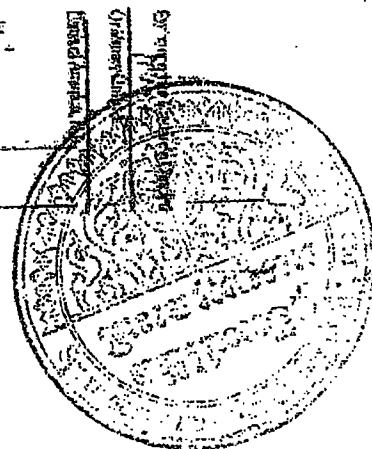
ប្រាក់ដែលពុទ្ធបរិស័ទនៃវត្តព្រះអង្គធំបានបរិចាគនោះសំរាប់ទុកកសាងនូវ សាលារៀនតែម្យ៉ាងគត់ ។
 យើងជាពុទ្ធបរិស័ទនៃវត្តព្រះអង្គធំ អោយរយះពេលចំនួនប្រាំថ្ងៃ(៥)ដើម្បីប្រគល់ ប្រាក់នោះមកវិញ
 បើសិនមិនដូច្នេះទេលោក Robert P. Pekនឹងប្រឈមនឹងច្បាប់ ។

[illegible]

12-11-71
12-11-71

姓名：王德胜
 性别：男
 年龄：45岁
 民族：汉族
 籍贯：山东省潍坊市
 职业：教师
 学历：本科
 婚姻状况：已婚
 健康状况：良好
 兴趣爱好：阅读、运动、旅游
 自我评价：为人正直，诚实守信，工作认真负责。

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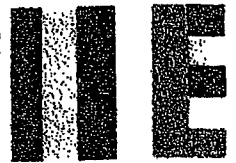




ស្ថាប័នព្រះពុទ្ធសាសនាស្ថាប័ន-ស្ថាប័នព្រះពុទ្ធសាសនា

Spartanburg Buddhist Center of South Carolina, Inc
770 Bryant Road, Spartanburg, SC 29303, Tel: 864-308-1138 / 408-416-8801

email: watpreahangthorn@gmail.com

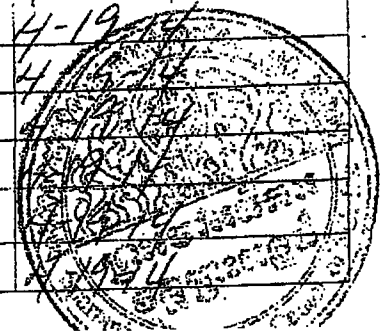


April 19, 2014.

MEMBER OF SPARTANBURG BUDDHIST CENTER OF SC

NO	NAME / ឈ្មោះ	Signature	Date
1	RAND YIP		4-19-14
2	VITHI KIM		4-19-14
3	Khounnuey Sok		4-19-14
4	Ruth Chhn		4-19-14
5	Samai Ung		4-19-14
6	Luke Dong		4-19-14
7	TONG HENG ENHA		4-19-14
8	Leng Bun		4-19-14
9	Sau Kormy		4-19-14
10	Phat Chhn		4-19-14
11	Ngan Chhn		4-19-14
12	Kesara So		4-19-14
13	Sameth Huff		4-19-14
14	Ram Heng		4-19-14
15	Heang Sok		4-19-14
16	Samdeunrich		4-19-14
17	Kin Phon		4-19-14
18	Chhon Phol		4-19-14
19	Ean Kan		4-19-14
20	Sophe Prom		4-19-14
21	Choeum Kel		4-19-14
22	Sophal Som		4-19-14
23	Sandy Lay		4-19-14
24	Dat Lay		4-19-14
25	Tyra Lay		4-19-14
26	Rath Thab		4-19-14
27	Myra Lay		4-19-14
28	David Choeum		4-19-14
29	Phathya Choeum		4-19-14

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MEMBER OF SPARTANBURG BUDDHIST CENTER OF SC

NO	NAME / BIRTH	Signature	Date
30	SORATH Bun	Sorath B	4/19/14
31	mona Shiraki	monashiraki	4/19/14
32	Sorchea	Sorchea B	4/19/14
33	NOY CHAN	noy Chan	4/19/14
34	PEAN PORCH	P-P	4-19-14
35	Vanna Huon	VANNA HUON	4-19-14
36	Thay Sam	Thay Sam	4-19-14
37	Korm Seng	Korm Seng	4-19-14
38	Pheng Ang Pich	Pheng Ang Pich	4-19-14
39	Thongbang Poonsuk	Thongbang Poonsuk	4-19-14
40	Sopheap Poonsuk	Sopheap Poonsuk	4-19-14
41	REUN LAN	Reun Lan	4-19-14
42	nong &	blng	4-19-14
43	MOH CHER	more Cher	4-19-14
44	Jay Kim	Jay Kim	4-19-14
45	LAMYAI DOANG	Lamyai Doang	4-19-14
46	BUNCHOURN HY	Bunchourn Hy	4-19-14
47	Pha POONSUK	V	4-19-14
48	Bunthoun Srey	Bunthoun Srey	4-19-14
49	SHAP NAK	Shap Nak	4-19-14
50	By Kong	By Kong	4-19-14
51	Phak Lan	Phak Lan	4-19-14
52	Channa Van	Channa Van	4/19/14
53	Sophal Liv	Sophal Liv	4-19-14
54	PEOV LAN OR	Peov Lan Or	4-19-14
55	DAVIS NGUYEN	Davis Nguyen	4-19-14
56	BE Nguyen	Be Nguyen	4-19-14
57	Somdech Sun Lan	Somdech Sun Lan	4-19-14
58	VORN M-VANN	Vorn M-Vann	4-19-14



RECORD OF APPEARANCE

MEMBER OF SPARTANBURG BUD HIST CENTER I F SC

NO	NAME / ID	Signature	Date
59	Phan K. K.	Phan K. K.	4/20/14
60	Wally Sam	Wally Sam	4/20/14
61	Spooky Nam	Spooky Nam	4/20/14
62	Leah Muong	Leah Muong	4/20/14
63	Chandra Muong	Chandra Muong	4/20/14
64	Vutha Mel	Vutha Mel	4/20/14
65	Sim SAN	Sim SAN	4/20/14
66	Boprek TH	Boprek TH	4/20/14
67	SOEUM SEM	SOEUM SEM	4/20/14
68	VIN MAT	VIN MAT	4/20/14
69	Sen Em	Sen Em	4-20-14
70	CHUM SEM	CHUM SEM	4-20-14
71	DALIN	DALIN	4-20-14
72	Sen Em	Sen Em	4-20-2014
73	Mouy Dean	Mouy Dean	4-20-2014
74	PHOAN	PHOAN	4-20-14
75	CHAN THAW	PHOK	4-20-14
76	KAM Samreth	KAM Samreth	4-20-14
77	CHAN ~~Samreth~~	SAMRETH	4-20-14
78	Sang Pean	Sang Pean	4-20-14
79	Sang Pean	Sang Pean	4-20-14
80	TONY SOMSANOth	TONY SOMSANOth	4-20-14
81	CHING MANG	CHING MANG	4/20/14
82	Sen malis Anderson	Sen malis Anderson	4-20-14
83	MOATH HANG	MOATH HANG	4-20-14
84	Bruce C. C.	BRUCE CHUM	4-20-14
85	Kem you	Kem you	4-20-14
86	CHOEURM KEK	CHOEURM KEK	4-20-14
87	Phal Tan	Phal Tan	4-20-14

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MEMBER OF SPARTANBURG BUDDHIST CENTER OF SC

NO	NAME / 818	Signature	Date
88	VANNA SAKUGOORN	<i>[Signature]</i>	4/20/14
89	<i>[Signature]</i>	<i>[Signature]</i>	4-20-14
90	Thong Chann	<i>[Signature]</i>	4/20/2014
91	Summay PONSUK	<i>[Signature]</i>	4-20-14
92	Rath Jak	<i>[Signature]</i>	4/20/14
93	<i>[Signature]</i>	<i>[Signature]</i>	4-20-14
94	Da Junsomboonsak	<i>[Signature]</i>	4-20-14
95	CHUAN, NHEU	<i>[Signature]</i>	4-20-14
96	RYAN THARNG	<i>[Signature]</i>	4-20-14
97	RON Tharny	<i>[Signature]</i>	4-20-14
98	Johnny Tuy	<i>[Signature]</i>	4-20-14
99	Tony Mau	<i>[Signature]</i>	4-20-14
100	Emily Bunkert	<i>[Signature]</i>	4-20-14
101	Jimmy MEAR	<i>[Signature]</i>	4-20-14
102	Manuela Hf	<i>[Signature]</i>	4/20/14
103	SILON LION	<i>[Signature]</i>	4/20/14
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MEMBER OF SPARTANBURG BUDDHIST CENTER OF SC

NO	NAME / 818	Signature	Date
145	Eileen Thang	Eileen Thang	4/19/14
146	Chanda Sou	Chanda Sou	4/19/14
147	LEANG LAN	Leang Lan	4/19-14
148	Phanna Keo	Phanna	4/20/14
149	Chnok Van	Chnok	4-20-2014
150	TEN HONG	TEN HONG	4-20-14
151	PHIEU BLANG	Phieu Blang	4-20-14
152	HUA CHA	HUA CHA	4-20-14
153	Ran Blang	Ran Blang	4-20-14
154	Mada Che	Mada Che	4-20-14
155	Men Che	Men Che	4-20-14
156	Chhoan Bignell	Chhoan Bignell	4-20-14
157	HOCH SIV	HOCH SIV	4/20/2014
158	Joe Swetman	Joe Swetman	4-20-14
159	ANU SENG	ANU SENG	4-20-14
160	SIV SIV	SIV SIV	4/20/14
161	EANG BUNKEUT	EANG BUNKEUT	4/20/14
162	Samet Bourget	Samet Bourget	4/20/14
163	ROEUN DAM	ROEUN DAM	4/20/14
164	SARITH SOY	SARITH SOY	4/20/14
165	Phien Chan	Phien Chan	4/20/14
166	SON KIM	SON KIM	4/20/14
167	Dan Chan	Dan Chan	4/20/14
168	JARIN EANG	JARIN EANG	4/20/14
169	SOKHA EM	SOKHA EM	4/20/14
170	MALA THACH	MALA THACH	4/20/14
171	KIMENG	KIMENG	4/20/14
172	Eddie Eup	Eddie Eup	4/20/14
173	PHALLY SUN	PHALLY SUN	4/20/14

RECORD ON APPEAL 272





សម្បទានុវត្តន៍ព្រះពុទ្ធសាសនាក្រុមស្ម័គ្រចិនប៊ីក(វត្តព្រះអង្គជំ) ឥឡ
SPARTANBURG BUDDHIST CENTER OF SOUTH CAROLINA, INC.
A NON PROFIT ORGANIZATION

770 BRYANT ROAD, SPARTANBURG, SC 29303-5002

Mr. Sambo Khieav, Temple President
(864) 621-6764 E-mail: smbkhieav@gmail.com

Mr. Robert P. Pek, Temple Registered Agent
(864) 621-9362 E-mail: robertpek@yahoo.com

**Affadavit of SBCSC, Inc. President Mr. Sambo Khieav
about these new Board members who were improperly elected**

1-Mr Randy Yip , he claimed that he used to run a non profit organization in Philladelphia, PA . He and his father-in-law members of a Buddhist temple of Wat Palilai 2701 South 58th Street, Philadelphia, PA 19143 . The old location of this temple that ran by him had a serious City code violation and it was being closed down by the City ordinance.

He then moved to Spartanburg, South Carolina. The closed down building of Wat Palelai was heard to be sold for \$600,000.00 and then we were told that they split the proceed amongst themselves. He told the people out there in Philadelphia, PA that he won the lottery that why he moved to South Carolina. His case never had been investigated in this fraud in Pennsylvania.

As soon as he got to South Carolina, he and his other friends: Mr. Phamm Luke Dong, Mr. Nak Chhoun who was Mr. Dong's brother-in-law, really get started to involve heavily in giving ill advices to the Buddhist monk called Venerable Ron Ork. He was invited by Mr. Sambo Khieav who has been freshly elected as President of SBCSC, Inc in 2009. He told our Board of Directors of SBCSC, Inc. that he was not happy with Board of Directors of San Jose Buddhist Association , Inc. in California. Some members of our Board gave a red flag about this, but we desperately needed Buddhist monk, so we decided to have him here at our Spartanburg Buddhist Center in South Carolina. He arrived at our Center on April 22, 2010. Now we have to deal head on with monster monk. The money that we did fundraising for our temple, he and his fraudulent associates openly claimed to the public as his own money. That why he did withdraw fund from SBCSC, Inc. bank account with disregard to the non profit organization.

2- Mr. Nak Chhoun back ground: he is the one who bought land in Inman South Carolina leased it to the unfortunate old Cambodian people to built the Buddhist Temple named Wat Khositaram Buddhist Temple, 304 Blackwell Drive, Inman, SC 29349. It was incorporated in May 2002. It is still a Buddhist temple, but no worshippers at all. Mr. Chhoun has been one of scam artist who asked all senior Cambodian to fundraising to get \$35,000.00 so he could sell this land to them. Mr. Chhim Loan who was the Lay leader at the time. He did exactly what Mr. Chhoun told him to do. It took a few months, Mr. Chhim Loan and his supporters got all the fund needed to pay off Mr. Nak Chhoun's land. Soon after he gave the lump sum of \$35,000.00, he and his wife came back to tell these senior Cambodian that he and his wife needed \$50,000.00 more, because land now was gone up in price. The Cambodian people just walked away from these two cheating scam evil. There is one Buddhist monk who has stayed there. Mr. Nak Chhoun have tried to evict him to take the land back, but it is impossible for him to take it back, because if he does the IRS will have him pay back taxes from 2002 up to the present time. Now he tries to occupy this Spartanburg Buddhist Center, a non profit organization, so they could make profit like they did to another temple.

These three individuals Mr. Phamm Luke Dong, Mr. Randy Yip and Mr. Nak Chhoun along with Venerable Ron Ork have tried to eliminate our current structure of this Spartanburg Buddhist Center that I myself, Sambo Khieav and Mr. Robert P. Pek who have been original founders to this Center since 2009. Mr. Pek has been Temple Registered agent ever since and he the one that incorporated this Center, applied for 501(c)3 to IRS and property tax exempt to Columbia. He also volunteered 90% of

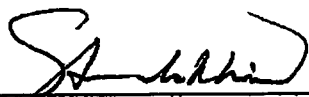
his time to help managing this beautiful Buddhist Center. All of the sudden, they wanted a new president and new Board members.

We are the current Board members knew why? The Ceremony Hall that is being built now has no current Board members knowledge. When time come to sign the contract with the bulder company,they told us the last minute to come and sign the contract deal. We the Board could not just come and sign. We did not know the whole structure of the building plan and we did not know how much is going to cost us. We heard that this project will cost over \$200,000.00. The three of them, Venerable Ron Ork, Mr. Phamm Luke Dong and Mr.Randy Yip went ahead to sign this contract with bulder company that we did not know either. Now they are in the hook. They disparately needed to have their new Temple President and their new Board members so they can get away from this fraudulently intention. We need to have the professional investigation into this kick back scam from these bad background individuals.Two of the men are absolutely volunteers outside current Board. We appreciated for their volunteer time,but we do not like the scam part.

They intentionally withdrew the fund from SBCSC,Inc. corporate bank account with their criminal acts. They believed strongly that the fund in SBCSC,Inc. account is belonged to them. We did not know how to tell them to understand The United States laws that governed the non-profit corporations. The fund that we deposited into the non-profit organization account, it has become the public fund. The current Board of Directors of that non profit will treat it as such.

I,Sambo Khieav, current Temple President and my current trustworthy Board members are obligated to tell the whole thruth to this story above,so help me god.

Submit to the record, April 24,2014



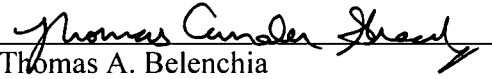
Sambo Khieav, Current temple President

*Sworn to before me this 24th
day of April 2014
Sharon M. Phillips
My commission expires 1/13/24*

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

June 1, 2015


Thomas A. Belenchia
T. Camden Shealy
A BUSINESS LAW FIRM, LLC
Post Office Box 3421
Spartanburg, South Carolina 29304
(864) 699-9801
Attorneys for Appellants

RECEIVED

JUN 04 2015

SC Court of Appeals