

**THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

LAN TU TRINH,	:	JANUARY TERM 2016
	:	
Plaintiff,	:	
	:	No. 581
v.	:	
	:	
KATHLEEN LIEN TRINH a/k/a/ LIEN	:	Commerce Program
BICH TRINH and LT INTERNATIONAL	:	
BEAUTY SCHOOL, INC.,	:	2028 EDA 2019
	:	
Defendants.	:	

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CLERK OF COURT
JUDICIAL DISTRICT OF PHILADELPHIA

OPINION

July 25, 2019

This is an appeal taken by pro se plaintiff from an order issued on April 29, 2019, a final distribution of funds in the escrow account. For the reasons which follow, this court respectfully suggests that the appeal be denied.

This is an extremely contentious, bitter family business dispute, between siblings plaintiff Lan Tu Trinh and defendant Kathleen Lien Trinh. The parties jointly owned LT International Beauty School, which had two locations in Philadelphia. Plaintiff filed a Complaint and Petition for Preliminary Injunction on January 7, 2016, alleging that she had been frozen out of the business. This matter was settled in August 2017, with the sale of the properties and the agreement to split the proceeds equally between the parties with the ultimate goal of winding down the business. Ever since that date, for reasons that have never been clear, plaintiff has been doing everything possible to interfere with, delay, and complicate the settlement of the case. Plaintiff has filed 31 appeals, in the Superior, Supreme, U.S. District and U.S. Appellate courts. None of these actions have been deemed by those courts to have any merit (appeals from dismissals of some of the federal district court cases are currently pending in the Third Circuit).



Plaintiff has retained and fired three lawyers throughout this case, and has filed the majority of these appeals pro se.

The plaintiff has remained adamantly opposed to any resolution of this case. She believes that she has been treated unfairly throughout the proceedings, despite the efforts of her three previous lawyers, opposing counsel, and the receiver to convince her otherwise. However, it is apparent that her constant frivolous appeals, now totaling 31, have dissipated the funds in the escrow account, harming everyone involved, including herself.

The receiver in this matter, David Fineman, Esq., was appointed to his position on September 1, 2016, and has devoted considerable time, energy, and professionalism to the case. The fees provided to him from the escrow account were reasonable and were approved by the court. Any expenditures made were pursuant to either the terms of the settlement agreement, to satisfy outstanding legal fees, or pursuant to the winding-down of the business.

On August 22, 2017, when both parties were represented by counsel, a final settlement order by agreement was placed on the record. See Transcript, August 22, 2017, pp. 44-45. Throughout the process, efforts were made by plaintiff's counsel, defense counsel and the receiver to be very flexible and communicative with plaintiff. David Fineman, the receiver, offered plaintiff a check in open court for \$125,000, from the escrowed funds, which she refused because she wanted to review documentation from the escrow fund. See Transcript, October 31, 2017, pp.39-40; April 29, 2019, p.26-28.

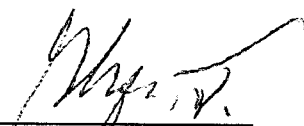
In addition, Mr. Fineman has made himself available to the plaintiff to resolve her questions about the case. See Transcript, December 4, 2017, pp 19-20. She has, however, refused any opportunity to do so. See Transcript, April 29, 2019, pp 33-35.

The funds currently remaining in the escrow account and again offered to plaintiff on April 29, 2019, are significantly less, because they have been dissipated by plaintiff's repeated frivolous appeals, as well as her refusal to pay her legal fees. Her continued intransigence in this litigation has harmed both her own interests and those of the defendant. Ultimately, the court had to close the proceeding, despite plaintiff's unwillingness.

Moreover, plaintiff's argument that she has not been provided proof of payment of the funds into the escrow account is without merit. She has been offered the opportunity to inspect the receiver's books multiple times, and has thus far refused to take it (although her latest attorney has apparently done so very recently). It is unclear what proof Ms. Trinh would accept.

For the foregoing reasons, this court respectfully requests that the Superior Court find its judgments throughout this complex and difficult litigation were proper, and permit the settlement to remain undisturbed.

BY THE COURT:


GLAZER, J.