

## **DAI TRANG (LIZ) NGUYEN**

- **Signed Employment Agreement**
- **Resume/CV**

## DAI TRANG (LIZ) NGUYEN

531 East Thomas Road, Suite 200, Phoenix, Arizona 85012  
TEL (602) 910-0518 liz@giuntalaw.com

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### PROFESSIONAL EXPERIENCE

<b>Attorney</b> LAW OFFICE OF MARK J. GIUNTA, Phoenix, Arizona Represent debtors and creditors in Chapter 7, 11 and 13 bankruptcy litigation, including claims litigation, litigation related to contested Chapter 11 plan confirmation, motions to appoint Chapter 11 trustee/convert, dismiss, and non-dischargeability actions; manage case strategy and discovery, including drafting interrogatories and requests for production, and defending depositions and 2004 examinations; draft, propose, and successfully achieve confirmation of Chapter 11 and 13 plans; first-chaired trials; and represent clients in bankruptcy appeals before the district court and Ninth Circuit Court of Appeals.	June 2013 – present
<b>Law Clerk</b> LAW OFFICE OF MARK J. GIUNTA, Phoenix, Arizona	Sept. 2010 – May 2013
<b>Legal Assistant/Law Clerk</b> PENA LAW FIRM, PLLC, Phoenix, Arizona	May 2007 – Dec. 2010

### PROFESSIONAL RECOGNITIONS & AWARDS

American Bankruptcy Institute, 40 Under Forty, 2023.  
National Conference of Bankruptcy Judges Next Generation Participant, 2023.  
National Conference of Bankruptcy Judges Blackshear Presidential Fellow, 2022.  
Best Lawyers, Ones to Watch, 2021-2023.  
Super Lawyers, Rising Star, 2019-2023.  
United States Bankruptcy Court, District of Arizona, Pro Bono Honor Roll, 2020-2023.

### PROFESSIONAL AFFILIATIONS

Arizona Asian American Bar Association, Vice President (2024-25)	May 2014 – present
Arizona Bankruptcy American Inn of Court, President (2023-24)	May 2014 – present
State Bar of Arizona, Bankruptcy Section Member	June 2013 – present
National Asian Pacific American Bar Association, Member Co-Chair of Bankruptcy & Restructuring Committee	May 2014 – present Jan. 2024 - present

### COMMUNITY INVOLVEMENT

Community Legal Services, Volunteer Lawyers Program	June 2013 – present
Ninth Circuit Bankruptcy Lawyer Representative	Oct. 2021 – present
Maricopa County Justice Court, Judge Pro Tempore	Jan. 2022 – present
Maricopa County Superior Court, Judge Pro Tempore	June 2020 – Dec. 2022
Our Lady of Mt. Carmel Home & School Board Member	Aug. 2019 – May 2022

## CLE PRESENTATIONS AND SPEAKING ENGAGEMENTS

National Conference of Bankruptcy Judges, *Behind the Bench: Hot Five in Sub V* (May 2024).

Conference of Chief Bankruptcy Judges, Clerks & Bankruptcy Lawyer Representatives, *Bifurcation and Factoring of Attorneys' Fees: Pros, Cons, Concerns, and Approaches* (Mar. 2024).

State Bar of Arizona, *Subchapter V Bankruptcies* (Aug. 2023).

District of Arizona Annual Conference, *Hot Topics: Subchapter V Debtor Qualifications & the Mortgage Modification Mediation Program* (May 2023).

Arizona Bankruptcy American Inn of Court, *Consumer Non-Dischargeability Issues* (Jan. 2023).

Conference of Chief Bankruptcy Judges, Clerks and Bankruptcy Representatives, *Bartenwerfer/Vicarious Liability* (Nov. 2022).

Arizona Bankruptcy American Inn of Court, *Subchapter V in Practice: Lessons Learned and Critical Insights from Veterans in the Field* (May 2022).

State Bar of Arizona Annual Conference, *Advancing Social Justice – Bankruptcy in 2021, Consumer Case Law Update Panel* (June 2021).

Arizona Bankruptcy American Inn of Court, *A Homage to Justice Ruth Bader Ginsburg's Bankruptcy Opinions (In Two Acts)* (Feb. 2021).

Arizona State University, Sandra Day O' Connor School of Law, *Bankruptcy Diversity Program* (Sept. 2018).

Arizona Bankruptcy American Inn of Court, *Live with Liz and Khaled: Discovery Disputes* (Oct. 2017).

Arizona Bankruptcy American Inn of Court, *The Non-Dischargeability of Student Loan Debt - Crisis or Crying 'Wolf'* (Oct. 2016).

Arizona Bankruptcy American Inn of Court, *Exemptions and Exemption Planning* (Oct. 2015).

State Bar of Arizona Annual Conference, *Where Have All the Bankruptcies Gone? Practicing in Today's World - Ethics Panel* (June 2015).

Arizona Bankruptcy American Inn of Court, *Judicial Ethics for Attorneys* (Feb. 2015).

## EDUCATION

### **Juris Doctor**

PHOENIX SCHOOL OF LAW – Phoenix, Arizona

### **Bachelor of Arts in English Literature**

ARIZONA STATE UNIVERSITY – MAIN CAMPUS, Tempe, Arizona

PAI TRANG (LIZ) NGUYEN  
EMPLOYMENT AGREEMENT WITH \_\_\_\_\_ FOR APACHE  
JUNCTION MUNICIPAL COURT ASSOCIATE MAGISTRATE SERVICES

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") by and between CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City") and \_\_\_\_\_, ("Employee"), both of which may be hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. City desires to establish a rotation list of associate magistrates on an as-needed basis for part-time municipal court judicial services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. Judicial appointments are categorically exempt from the open market recruitment/procurement procedures pursuant to Apache Junction City Code ("A.J.C.C.") Vol. I, § 3-7-7(A), however, pursuant to A.J.C.C., Vol I, § 5-1-2, associate magistrates must be appointed by the mayor and city council.

C. The Parties have set forth below the contemplated services that will be provided to the City and the payment terms for such services.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSOCIATE MAGISTRATE DUTIES: City hereby agrees to hire Employee to perform the functions and duties specified in the Apache Junction City Code, Volume I, Chapter 5: Municipal Court, Article 5-1: Municipal Court, on a part-time, as-needed basis, and Employee agrees to perform the duties as further detailed in Exhibit A.

2. TERM/RENEWAL:

A. This Agreement shall be effective from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ (the "Term") unless otherwise terminated as set forth herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee as provided by state law.



C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from employment of City, subject only to the provisions set forth in Section 3 of this Agreement.

3. TERMINATION: In the event Employee voluntarily resigns his/her position before expiration of the aforesaid Term, Employee shall provide City written thirty (30) calendar day advance notice.

4. SALARY AND ANNUAL PERFORMANCE EVALUATION: City agrees to pay Employee for his/her part-time services rendered pursuant hereto at hourly rate of \$60 Dollars and .00 Cents (\$60.00) but in no case shall Employee work more than thirty (30) hour per week.

5. HOURS OF WORK; VACATION; SICK LEAVE; PERSONAL DAYS:

A. Hours Monday - Friday. Employee shall work on an as-needed basis and shall be on a rotation list with other associate magistrates.

B. Weekend Hours. Employee will provide services as needed on weekends as directed by the presiding magistrate.

C. Hours of Work. It is recognized that Employee may be required to routinely work outside traditional business hours.

6. OTHER TERMS AND CONDITIONS:

A. City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the Apache Junction City Code, Arizona Revised Statutes, or any other statute, ordinance or regulation.

7. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. **NOTICES:** All notices required under this Agreement shall be in writing and shall be sent by first class U.S. certified mail, postage prepaid, return receipt requested, addressed to the following Parties:

If to City: City of Apache Junction  
Presiding Magistrate  
300 East Superstition Boulevard  
Apache Junction, AZ 85119

If to Employee: On file with Apache Junction  
Municipal Court

8. **ASSIGNMENT:** This Agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, Employee and City have executed this Agreement as of the date first set forth above.

**EMPLOYEE:**

[NAME]

By: [NAME] DAI TRANG NGUYEN

**CITY:**

CITY OF APACHE JUNCTION, ARIZONA,  
an Arizona municipal corporation

By: Aaron LaSota  
Its: Presiding Magistrate

**APPROVED AS TO FORM:**

\_\_\_\_\_  
R. Joel Stern  
City Attorney

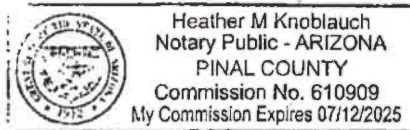
STATE OF ARIZONA       )  
                                      ) ss.  
COUNTY OF PINAL       )

The foregoing was subscribed and sworn to before me this 4 day  
of June 2024, by N. Navy.

Heather M. Knoblauch  
Notary Public

My Commission Expires:

7/12/2025



STATE OF ARIZONA       )  
                                      ) ss.  
COUNTY OF PINAL       )

The foregoing was subscribed and sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_ 2024, by Aaron LaSota, Presiding Magistrate of the City of  
Apache Junction.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

**Performs the work of an associate magistrate, presiding over misdemeanors, civil traffic cases and other legal proceedings filed with the court, in accordance with published standards and requirements of the Arizona Supreme Court.**

**Responsible for applying relevant Supreme Court Rules, states statutes, city ordinances, and case law when presiding over trials to the court, trials to a jury, pre-trial conferences, arraignments, motions and other hearings.**

**Support the City's policies, goals and objectives and work with management and other staff to ethically achieve such goals and objectives; ensure compliance with safety procedures.**