

RECEIVED
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2016 JUL 26 AM 9:31

IN THE SUPREME COURT OF THE STATE OF NEVADA

FILED

BRIAN YU,

No.: 70348

Appellant,

RESPONSE TO ORDER TO

vs.

SHOW CAUSE

RUORONG YU,

Respondent.

AUG 01 2016
TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

COME NOW Respondent, Ruorong Yu, hereby responds to the Order to
Show Cause filed on June 15, 2016.

Dated this 25th day of July, 2016

Ruorong YU

6721 Old Valley St.

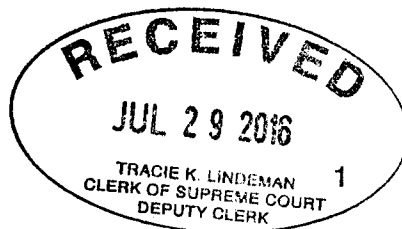
Las Vegas, NV 89149

702-505-2882

Respondent

POINTS AND AUTHORITIES

Supreme Court made a correct decision to refute the appellation
(D-13-478791-D) because an order regarding the issue about disbursement of
\$88,000 from some particular accounts granted to respondent is still waiting



16-23760

for the signature of the Judge from District Court. Therefore, the appellant submitted the appeal prior to the case come to a complete closure.

Vexatious Litigant Issue

Supreme Court made a correct decision to refute the appeal.

The marriage between appellant and respondent has been recorded by the Department of Homeland Security, the Immigration Bureau, and the Internal Revenue Service. For the purpose of possessing entire community property, appellant denies the marriage in district court. (*See Ex. 1*)

Appellant deliberately refuses to pay alimony or pays insufficiently. Two hearings were held on July 31, 2015 and July 12, 2016 exclusively solving this issue.

Appellant speaks excellent English, but he deliberately misinterpret the court minutes and paid ten thousand dollars twice, which amounts to twenty thousand dollars, to respondent's attorney as a bribe.

Other Issues has No Appealability

Supreme Court made a correct decision to refute the appeal.

The appellant deliberately provided incomplete evidences which are in favor of the appellant only. The appellant constantly transfers, conceals, moved the community property despite of the *Joint Preliminary Injunction*. The appellant defies the order, refuses or delays the payment of alimony and

deliberately decrease the payment amount. These are the real reasons this case has such a complicated history.

The Decree of Divorce was the outcome concluded by the appellant, appellant's attorney and respondent's attorney. (They three people had two meetings on 8/21/14 and 9/8/14). And the decree was drafted by respondent's attorney Fred Page. Respondent removed the part "ten thousand dollars of suspicious bribes that Brian offered to Ruorong 's attorney, Mr. Fred Page." In addition, respondent wrote two issues that attorney Mr. Fred Page did not write: 61,000 dollars joint debts is confirmed to be burden by respondent solely, and 65,000 dollars assets in Janus is awarded to Brian as his sole property. Therefore, appellant has no reason to revoke the decree. (*See Ex. 2*)

During the enforcement of the Decree, respondent found out that the appellant deliberately transferred, moved and concealed 176,000 dollars in cash and caused a great amount of tax cost in addition to said amount from community property. The judge offered opportunities to appellant to support his claim by submitting evidences. However, the appellant is unable to do so. (*See Ex. 3*)

Six accounts, which are E-Trade #0241,#9250, the City of Las Vegas, Mass Mutual, Chase Bank, Synchrony Bank, and Gain Capital are judged as community property.(Wells Fargo Bank is also community property but the

Judge reserved it as appellant's sole property) This was agreed by both parties' attorneys and the Judge. Therefore, appellant has no reason to revoke the 4/26/16 Order. (*See Ex. 4*)

CONCLUSION

Based on the foregoing, the Court should dismiss the entire appeal for lack of jurisdiction.

Dated this 25th day of July, 2016

Respondent Ruorong YU

6721 Old Valley St.

Las Vegas, NV 89149

702-505-2882

CERTIFICATE OF SERVICE

I certify that on this 25th day of July, 2016, I caused the above and foregoing document entitled RESPONSE TO ORDER TO SHOW CAUSE to be served by placing same to be deposited for mailing in the United States Postal Service, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada to the following:

F. Peter James

LAW OFFICES of F. PETER JAMES

F. Peter James, Esq.

Nevada Bar No. 10091

3821 W. Charleston Blvd., Suite 250

Las Vegas, Nevada 89102

702-256-0087

Counsel of Appellant

By: Respondent Ruorong YU

EXHIBIT 1

Amy D. Sun

CLERK OF THE COURT

1 MOT

2 FRED PAGE, ESQ.

3 NEVADA STATE BAR NO. 6080

4 AMY SUN, ESQ.

5 NEVADA BAR NO. 11289

6 SUN LAW GROUP

7 6145 SPRING MOUNTAIN ROAD, SUITE 201

8 LAS VEGAS, NEVADA 89146

9 TELEPHONE: (702) 968-9900

10 FACSIMILE: (800) 708-9518

11 Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

12 RUORONG YU,

13 Plaintiff,

14 vs.

15 BRIAN YU,

16 Defendant.

Case No.: D-13-478791-D

Dept.: R

Hearing Date: 05/20/2013

Hearing Time: 9:00AM

ORAL ARGUMENT REQUESTED: Yes ☒ No ☐

PLAINTIFF'S MOTION FOR EXCLUSIVE POSSESSION, FOR INTERIM SPOUSAL
SUPPORT,
AND
FOR INTERIM ATTORNEY'S FEES AND COSTS

NOTICE: YOU ARE ADVISED THAT FAILURE TO FILE AND SERVE A WRITTEN OPPOSITION WITHIN 10 DAYS AFTER SERVICE MAY BE UNDERSTOOD THAT THIS MOTION IS VALID. IF YOU HAVE CHILDREN FROM THIS RELATIONSHIP, THE COURT IS REQUIRED TO ORDER PAYMENT OF CHILD SUPPORT, THE AMOUNT OF CHILD SUPPORT MAY BE LARGE. IT NORMALLY CONTINUES UNTIL THE CHILD IS 18. YOU SHOULD SUPPLY THE COURT WITH INFORMATION ABOUT YOUR FINANCES OTHERWISE THE CHILD SUPPORT ORDER WILL BE BASED ON THE INFORMATION SUPPLIED BY THE OTHER PARENT.

COMES NOW Plaintiff, RUORONG YU, by and through her attorney, Amy Sun, Esq.
and hereby submits her Motion for Exclusive Possession, for Interim Spousal Support and for
Interim Attorney's Fees and Costs. This Motion is based upon the papers and pleadings on file,

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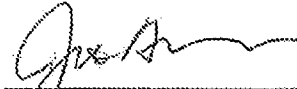
///

///

1 the attached Points and Authorities and any oral argument that the Court may wish to entertain.

2 DATED this 18th day of April 2013.

3
4 SUN LAW GROUP

5 

6 AMY SUN, ESQ.

7 Nevada Bar No. 6080

8 6145 Spring Mountain Road, Suite 201

9 Las Vegas, Nevada 89146

(702) 968-9900

10 Attorney for Plaintiff

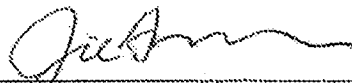
11 **NOTICE OF MOTION**

12 TO: BRIAN YU, Defendant in proper person

13 PLEASE TAKE NOTICE that a hearing on Plaintiff's Motion For Exclusive
14 Possession, For Interim Spousal Support, and for Interim Attorney's Fees and Costs will be held
15 before the Eighth Judicial District Court located at 601 North Pecos, Las Vegas, Nevada 89101
16 on: 05/20/2013 9:00 AM

17 DATED this 18th day of April 2013.

18
19 SUN LAW GROUP

20 

21 AMY SUN, ESQ.

22 NEVADA BAR NO. 11289

23 6145 Spring Mountain Road, Suite 201

24 Las Vegas, Nevada 89146

(702) 968-9900

25 Attorney for Plaintiff

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POINTS AND AUTHORITIES

**I.
FACTUAL BACKGROUND**

A. Introduction

In November or December 2001, BRIAN YU (hereinafter "Brian") asked RUORONG YU (hereinafter "Ruorong") to marry him.¹ At the time, Ruorong had been an elementary math teacher² and then a CPA³ for 32 years in Shanghai, China. Ruorong advises that because of her position she also had government housing for the rest of her life.

In return for Ruorong giving up her retirement in China and her residence, Brian agreed to give Ruorong a condominium he had purchased in 1997 located at 7809 Snowden Lane, Las Vegas, Nevada⁴ and give Ruorong 50 percent of his pension through his position as a senior assistance engineer with the City of Las Vegas. The agreement was initially not put into writing.

Ruorong and Brian married each other on March 8, 2002, in Shanghai, China.

Over the course of the marriage, the parties have acquired a number of assets.

In April 2, 2004, the parties purchased a house located at 6721 Old Valley Street, Las Vegas, Nevada 89149. The house is valued at approximately \$100,000. Even though the parties were married, the house was titled in Brian's name only as a single man.⁵

¹ There are no minor children the issue of the marriage and Ruorong Yu is not now pregnant. Ruorong is 59 years of age, while Brian is 75 years of age.

² From 1970 to 1994, Ruorong was a school teacher.

³ From 1995 to 2002, Ruorong was an accountant.

⁴ The condominium is currently valued at approximately \$45,000 and there is no mortgage against the property.

⁵ There may need to be an investigation as to how Brian purchased real property while he was married without getting a quitclaim deed from Ruorong.

1 Ruorong reports that domestic violence has been a problem throughout the marriage.
2 Ruorong reports that Brian will threaten, choke and punch her. Ruorong further reports that
3 Brian has threatened to shoot and kill claiming, erroneously, that the police cannot investigate all
4 of the cases, and that Nevada does not have the death penalty. Ruorong advises that Brian
5 warned her that "all money and property are mine. Only I and my daughter can use. I give you
6 meals and a place to live. You must do all of the housework, otherwise, you don't eat."
7

8 Ruorong advises that in 2006, that Brian wanted to divorce, but that she did not agree.
9 After that Ruorong reports Brian used a variety of means and methods of threats to her safety to
10 her life and verbal abuse.
11

12 On August 22, 2006, the Las Vegas Metropolitan Police Department was contacted
13 because Ruorong reported that Brian attempted to choke her to death. A copy of the incident
14 report is attached for the Court's convenience as Exhibit 1. In the incident report, on page 3,
15 Ruorong also reported that in June 2006, Brian also attempted to choke her to a point where she
16 could not breathe.
17

18 From June 2006, to October 2006, she worked at the Riviera as a food server. From
19 October 2006, until approximately April 2008, she worked the Di Ho supermarket at Spring
20 Mountain and Jones as a cashier.
21

22 On May 12, 2008, Rourong went in for for the removal of her gallbladder. Rourong
23 advises that the physician cut open the bile duct during the surgery. Rourong reports that she
24 was in severe pain on May 14, 2008, after she was released. Rourong advises that she begged
25 Brian to send her to the hospital, but he refused. Rourong reports that she called 911 but that
26 Brian took the cell phone away from her and told the 911 operator "surgery normal" and hung
27 up.
28

1 Rourong further reports that the 911 operator called back and Brian answered the phone
2 telling the operator that nothing was wrong. Rourong advises that she was shouting "help, help"
3 in the background and as a result Metro was dispatched. After Metro arrived, Rourong was sent
4 to the hospital in an ambulance and the physicians were able to repair and plug the cut bile duct.
5 A copy of the surgery report is attached as Exhibit 2.⁶

7 Even though he is 75 years of age, Brian works for the City of Las Vegas as a senior
8 engineer, and has for the entirety of the marriage. According to Transparent Nevada, in 2009,
9 Brian made \$96,925, in 2010, Brian made \$108,000 in 2011, Brian made \$99,784. For 2012, it
10 is estimated that Brian made approximately \$100,000. With benefits, Brian makes
11 approximately \$140,000 per year. A copy of the printout from Transparent Nevada is attached
12 for the Court's convenience as Exhibit 3.

14 In addition to the domestic violence, Ruorong reports that Brian is very controlling about
15 the finances. Ruorong reports that at times, Brian will not give her money for her medication or
16 buy her daily necessities. Because Brian controls all of the finances, Ruorong has little
17 information about bank account and investment account balances. Ruorong further reports that
18 Brian has threatened her that he has a written will and left everything to his daughter so that she
19 will be left with nothing when she dies.
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27 ⁶ In October 2008, the plug was removed.
28

1 Ruorong reports that for the entirety of the marriage, Brian has been contributing to the
2 deferred compensation account. Ruorong estimates the deferred compensation account balance
3 approximately \$260,000 per a rent conversation with Brian.⁷
4

5 On March 9, 2008, Brian completed the gift he promised to make prior to he and
6 Ruorong getting married by drafting the writing given Ruorong 50 percent of his share of the
7 City of Las Vegas, pension and giving Ruorong the Snowden condominium. A copy of the
8 writing memorializing the gift is attached for the Court's convenience as Exhibit 4.
9

10 An investigation has been conducted on the PERS retirement. Because he is 75 years of
11 age, Brian is eligible for retirement immediately. The PERS calculation shows Brian is eligible
12 for approximately \$4,619 per month in retirement from the City of Las Vegas if Brian retired
13 March 1, 2013, and Option 1 was selected.⁸ It appears that Brian has been with the City of Las
14 Vegas for 18.55 years.⁹ The printout from the Nevada PERS Estimated Calculation for Service
15 Retirement is attached for the Court's convenience as Exhibit 5. Ruorong reports that Brian also
16 receives retirement from his previous career.
17

18 Attached as Exhibit 6, is a domestic battery report dated August 20, 2011, from the Las
19 Vegas Metropolitan Police Department. In the report, Ruorong reported that Brian threatened
20 her life by threatening to shoot and kill her. Ruorong further reported that Brian tried to poison
21 her.
22

23
24 ⁷ In 2002, Rourong reports that Brian only had approximately \$237 in the deferred compensation account. The last
25 deferred compensation account statement available to Ruorong dated June 1, 2012 shows an account balance of
approximately \$240,000..

26 ⁸ At the time of Brian's retirement, Ruorong will insist on an option selection other than Option 1. Also, Ruorong
27 reports that during the course of the marriage, Brian has purchased an additional three years.

28 ⁹ Under the time rule formula the community percentage .5930 (13 years divided by 18.55 years).

1 Ruorong reports that on approximately July 6, 2012, that Brian threatened to kill her.
2 Ruorong reports that Metro was contacted but that she declined the offer to apply for a Protection
3 Order because she did not want a divorce.
4

5 Ruorong reports that she and Brian separated in October 2012.

6 Attached as Exhibit 7, is an Information for Victims of Domestic Violence sheet
7 regarding a domestic violence incident it appears from November 8, 2012.

8 Ruorong speaks little to no English and has few, if any, employable skills that could be
9 used in the United States. Ruorong reports that she is in poor health. Medical records show that
10 Ruorong has a low white cell count making her vulnerable to illnesses which would prevent her
11 from working. Ruorong reports that she has to take Levothyroxine for her thyroid. Ruorong
12 reports that because he gall bladder has been removed, she cannot consume foods containing
13 grease and oil. Ruorong advises because of her conditions she is unable to do anything that is
14 physically strenuous.
15
16

17 Ruorong additionally advises that she suffers from problems of the cervical spine. Either
18 a disc bulge and spinal narrowing has caused an impingement that causes dizziness and nausea.
19

20 II. GOVERNING LAW AND ARGUMENT

21 A. Ruorong Should Be Awarded Exclusive Possession

22 Ruorong advises that the condominium located at 7809 Snowden is vacant. Brian
23 suggested that Ruorong be permitted to move into the residence immediately while the property
24 is being confirmed as her sole and separate property as initially agreed. There is also a 2005
25 Nissan Altima that Ruorong drive for which she would like to confirmed as having exclusive
26 possession as well.
27
28

1 The Court has the authority to award Ruorong exclusive possession under NRS 125.040,
2 and under Eighth District Court Rule 5.21.¹⁰ Given the threats and violence that she has incurred
3 over the course of the marriage, Ruorong requests an order requiring Brian to stay away from the
4 condominium.
5

6 **B. Brian Should Be Ordered to Pay Interim Spousal Support**

7 As indicated, Ruorong has not worked very little outside of the home and is currently
8 earning zero income. Brian earns at least \$10,000 per month, is receiving social security of
9 approximatley \$1,200 per month because he is 75 years of age, and is receiving IRA
10 distributions and there is very little debt. There is a great need on Ruorong's part and there is
11 great ability on Brian's part.
12
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16 ¹⁰ EDCR 5.21 states,

17 (a) Except as provided in paragraph (c), if both parties to a domestic relations matter are living in the
18 community residence at the time the order is requested, or if the other party is in sole possession of the
19 community residence at such time, a motion by a party for immediate temporary exclusive possession
20 of the community residence or for a preliminary injunction requesting the same relief will only be
considered after notice to the other party. The motion must be supported by an affidavit upon personal
knowledge setting forth in detail the facts in justification of such motion.

21 (b) If the other party is not living in the community residence at the time a party makes a request for
22 exclusive possession of that residence, an appropriate ex parte restraining order will be considered by
23 the court, subject to modification upon motion noticed as required in paragraph (a) of this rule. Such
application must be supported by an affidavit upon personal knowledge setting forth in detail the facts
in justification of such motion

24 (c) Ex parte motions for restraining orders granting temporary exclusive possession of the community
25 residence where both parties are residing therein will be considered only in cases of extreme
26 emergency, supported by an affidavit setting forth in detail facts establishing the existence of an
27 emergency to the satisfaction of the judge or referee. In applying for an ex parte restraining order, no
28 party or attorney shall request another party to be removed from his or her usual residence if the
property or interest therein is the separate property of the other party, nor may any person be required
to leave any premises where he or she is residing unless given sufficient time (at least 12 hours) from
the service of said order to remove his or her wearing apparel and personal effects therefrom.

1 The Court has authority to award interim support pursuant to NRS 125.040.¹¹ The Court
2 is also authorized to award interim spousal support under *Engebretson v. Engebretson*, 75 Nev.
3 237, 338 P.2d 75 (1959), and *In Carr-Bricken v. First Interstate Bank*, 105 Nev. 402, 915 P.2d
4 254 (1996).

5
6 NRS 123.225 provides that the "respective interests of the husband and wife in
7 community property during continuance of the marriage relation are present, existing and equal
8 interests, subject to the provisions of NRS 123.230. As all of the income is community, Ruorong
9 requests that Brian be ordered to turn over one-half of his net pay each with each paycheck. At a
10 minimum, Ruorong should be receiving her community property portion of the retirement.
11 Pursuant to the terms of the gift, Ruorong was to receive 50 percent. At \$4,619.72 for the
12 retirement pay x .5, Ruorong should be receiving at least \$2,385.92 per month as and for her
13 interim distribution of the community property.¹² Given the wage, social security income, and
14 private pension income that The Court is requested to make an award of interim support of
15 \$5,000 per month.
16
17

18 ///

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20
21 ¹¹ The statute states,

22 1. In any suit for divorce the court may, in its discretion, upon application by either party and notice to
23 the other party, require either party to pay moneys necessary to assist the other party in accomplishing one
24 or more of the following:

25 (a) To provide temporary maintenance for the other party;

26 ...

27 2. The court may make any order affecting property of the parties, or either of them, which it may deem
28 necessary or desirable to accomplish the purposes of this section. Such orders shall be made by the court
only after taking into consideration the financial situation of each of the parties.

¹² Under *Sertic v. Sertic*, 111 Nev. 1192, 901 P.2d 148 (1995), Ruorong is eligible to receive the money now as
Brian is past is first eligibility for retirement.

1 **C. Ruorong Should Be Awarded Interim Attorney's Fees**

2 As the financially weaker party, Ruorong should be entitled to attorney's fees. In
3 *Sargeant v. Sargeant*, 88 Nev. 223, 495 P.2d 618 (1972), the Court held that the financially
4 weaker spouse is not required to show necessitous circumstances, the financially weaker spouse
5 should be allowed to meet the financially stronger party on an equal basis, and the weaker spouse
6 afforded his or her day in court without destroying his or her financial position, and should not
7 be required to liquidate his or her savings. *Id.* at 227. *See also, Levy v. Levy*, 96 Nev. 902, 620
8 P.2d 860 (1980) (court may award reasonable attorney's fees). *See also, NRS 125.040* (authority
9 to make property awards based upon the financial circumstances of the parties).
10
11

12 The Court may also consider the Supreme Court's holding *Brunzell v. Golden Gate*
13 *National Bank*, 85 Nev. 345, 455 P.2d 31 (1969) for an award of fees.¹³ Those factors can be
14 addressed at the time of the hearing.
15

16 As to the relative financial positions, here, there are necessitous circumstances. Ruorong
17 is an immigrant who has few employable skills outside of entry level positions and is in poor
18 health. Ruorong has to borrow \$2,000 from her son just so she could retain counsel. There are
19 sufficient assets in this case for there to be an award of preliminary fees. Ruorong requests
20 interim attorney's fees of \$7,500 so that she can repay her son and so that she can conduct
21 discovery necessary so that she may take the case to its conclusion.
22

23 ///

24
25
26 ¹³ In *Brunzell*, the Court held that a district court should consider in awarding attorney's fees the following factors
27 (1) the qualities of the advocate; his ability, his training, education, experience, professional standing and skill, (2)
28 the character of the work to be done; its difficulty its intricacy, its importance, time and skill required, the
responsibility imposed and the prominence and character of the parties where they affect the importance of the
litigation; (3) the work actually performed by the lawyer; the skill, time and attention given to the work; and (4) the
result; whether the attorney was successful and what benefits were derived.

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III.
CONCLUSION

Based upon the foregoing, Plaintiff, RUORONG YU, respectfully requests that the Court enter orders:

1. Awarding her exclusive possession of the condominium located at 7809 Snowden.
2. Awarding her exclusive possession of the 2005 Nissan Altima.
3. Awarding her interim spousal support.
4. Awarding her interim attorney's fees of \$7,500, and;
5. For such other relief that the Court deems proper and just.

DATED this 18th day of April 2013.

SUN LAW GROUP



AMY SUN, ESQ.
Nevada Bar No. 11289
6145 Spring Mountain Road, Suite 201
Las Vegas, Nevada 89146
(702) 469-3278
Attorney for Plaintiff

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I am the Plaintiff in the above-entitled action. The Motion has been read to me in Mandarin Chinese. I have personal knowledge of the facts contained in Motion and am competent to testify to these facts. I declare under penalty of perjury that the foregoing is true and correct.

Ruorong Yu
RUORONG YU

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Ruorong Yu

Plaintiff/Petitioner

-VS-

Brian Yu

Defendant/Respondent

CASE NO.

D-13-478791-D

DEPT.

R

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/Opposition:



Plaintiff/Petitioner



Defendant/Respondent

MOTION FOR/OPPOSITION TO

Exclusive Possession, For Interim Spousal Support
and For Interim Attorney's Fees and Costs

Notice

Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)

Excluded Motions/Oppositions



Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)



Child Support Modification ONLY



Motion/Opposition For Reconsideration (Within 10 days of Decree)
Date of Last Order _____



Request for New Trial (Within 10 days of Decree)
Date of Last Order _____



Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.



Motion/Opp IS subject to \$25.00 filing fee



Motion/Opp IS NOT subject to filing fee

Date:

April 22, 2013

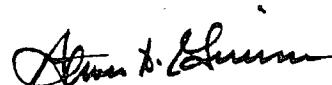
Stella Sun

Printed Name of Preparer

[Signature]

Signature of Preparer

EXHIBIT 2



CLERK OF THE COURT

1 NOTC

2 FRED PAGE, ESQ.

3 NEVADA STATE BAR NO. 6080

4 PAGE LAW OFFICE

5 6145 SPRING MOUNTAIN ROAD, SUITE 201

6 LAS VEGAS, NV 89146

7 TELEPHONE: (702) 469-3278

8 FACSIMILE: (702) 628-9884

9 Attorney Plaintiff

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**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

RUORONG YU,

Plaintiff,

vs.

BRIAN YU,

Defendant.

) Case No.: D-13-478791-D

) Dept.: R

LIEN FOR ATTORNEY'S FEES

Fred Page, Esq. counsel for Plaintiff, RUORONG YU, pursuant to NRS 18.105, does hereby assert and notify any and all interested parties of the Lien for Attorney's Fees in accordance with the agreement between counsel and client for payment of attorney's fees in an amount equal to \$20,673.96 in fees and costs, plus interest from April 17, 2014.

///

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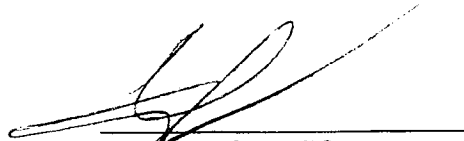
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Exhibit A.

1 DATED this 8th day of April 2014.

2 PAGE LAW OFFICE

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6 FRED PAGE, ESQ.
7 NEVADA BAR NO. 6080
8 6145 Spring Mountain Road, Suite 201
9 Las Vegas, Nevada 89146
10 (702) 469-3278
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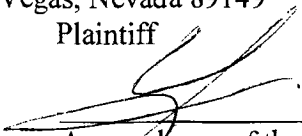
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CERTIFICATE OF MAILING

I hereby certify that on the 18th day of April 2014, I deposited for mailing a true and correct copy of **LIEN FOR ATTORNEY'S FEES** pursuant NRCP 5(b) by placing in the United States Mail, postage prepaid thereon addressed to the following:

VIA CERTIFIED MAIL

Ms. Ruorong Yu
6721 Old Valley Street
Las Vegas, Nevada 89149
Plaintiff



An employee of the Page Law Office

Page Law Office
6145 Spring Mountain Road
Suite 201
Las Vegas, Nevada 89146
United States
(702) 469-3278

Page Law Office

Invoice

Invoice #	00104
Invoice Date	August 22, 2014
Due Date	
Balance Due	\$5,076.16
Payment Terms	
Case / Matter	Ruorong Yu v. Brian Yu

Ruorong Yu
6721 Old Valley Street
Las Vegas, NV 89149

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
07/30/2014	FP	Telephone call	Telephone call with opposing counsel regarding going over credit card statements, discussed payment of attorney's fees, discussed setting up meeting for August 4, 2014	250.00	0.2	50.00
08/01/2014	FP	Draft and revise	Drafted and faxed letter to opposing counsel about Brian cutting off the electricity, threatened a motion, asked for a return call, called opposing counsel's office, reached the receptionist, asked for a return call	250.00	0.1	25.00
08/01/2014	FP	Draft and revise	Drafted and faxed letter to opposing counsel regarding the water and gas that were shut off as well	250.00	0.1	25.00
08/17/2014	FP	Draft and revise	Draft and revise letter to opposing counsel regarding Brian needing to provide his updated bank statements, draft and revise letter to opposing counsel regarding having meeting to go over credit card statements, attached credit card statements and bills showing monies spent by Ms. Yu and faxed all to opposing counsel, tried to set meeting for Tuesday, August 19, 2014	250.00	0.1	25.00
08/19/2014	FP	Plan and Prepare	Prepped for trial put together, exhibits to go over with opposing counsel including Bank of America credit card statements, drafted up summary of charges and payments made and the amounts, included checks written on Ken's account, included receipts showing cash transactions made, included receipts showing unreimbursed medical expenses incurred by Ms. Yu, included seven months of receipts of expenses that Ms. Yu incurred	250.00	3.0	750.00
08/20/2014	FP	Travel	Time charged for travel	250.00	0.1	25.00
08/20/2014	FP	Review and analyze	Reviewed email from Ms. Yu regarding home equity line of credit	250.00	0.1	25.00

08/20/2014	FP	Draft and revise	Editing to property division chart, drafted cover letter to opposing counsel regarding the chart and requested a meeting to narrow down some of the issues	250.00	0.1	25.00
08/20/2014	FP	Review and analyze	Reviewed email from Ms. Yu regarding home equity line of credit, drafted letter to opposing counsel asking for proof that the HELOC has been paid off and requested meeting with opposing counsel, and faxed	250.00	0.1	25.00
08/21/2014	FP	Draft and revise (continue)	Continued drafting and revising to supplemental trial brief, re-reviewed the assets to be divided, re-drafted the property division list, drafted a new statements of facts incorporating the facts that Brian shut of Ruorong's electricity, re-drafting to division of the Hartford Deferred Compensation Account, re-drafting to the division of the Old Valley house, re-drafting regarding the division of the E*Trade investment account, re-drafting regarding the division of the E*Trade IRA, re-drafting regarding the division of the Scotttrade account, re-drafting regarding the division of vehicles, re-drafting regarding the GE Interest Plus account, re-drafting regarding division of the Wells Fargo account, re-drafting regarding the Snowden condominium in preparation for attending trial and in preparation for attending meeting with opposing counsel and in preparation for attending trial	250.00	3.1	775.00
08/21/2014 ✓	FP	Attended meeting	Attended lengthy meeting with opposing counsel and Brian, attempted to narrow down the issues to be decided, discussed debts and attorney's fees, came to agreement on vacation/sick pay, discussed PERS pension and whether Brian would agree to name Ruorong as the survivor beneficiary, discussed division of the E-Trade account, division of the E-Trade IRA, division of the Scotttrade IRA, discussed, the Snowden condominium and other issues ✓	250.00	2.1	525.00
08/21/2014	FP	Attended meeting with client	Attended meeting with Ms. Yu went over questions she had about division of debts and assets	250.00	2.4	600.00
08/22/2014	FP	Draft and revise (continue)	Further drafting to Trial Brief on the debts to be divided in preparation for attending trial	250.00	2.1	525.00
08/22/2014	FP	Plan and Prepare	Planning and preparing for trial, going over exhibit books, getting Supplemental Trial Brief filed, call with the Court, faxed and emailed Brief to the Court, faxed Trial Brief to opposing counsel	250.00	2.0	500.00
08/22/2014	FP	Attended Trial	Attended trial, argued all, conducted direct and cross examination	250.00	3.5	875.00

Non-billable Time Entries:

08/01/2014	FP	Review and analyze	Reviewed text from Ms. Yu regarding Brian cutting off electricity at the house, drafted a response that would attempt to contact opposing counsel, called opposing counsel and left message for a return call (no charge)	250.00	0.1	25.00
08/01/2014	FP	Telephone call	Reviewed texts from Ms. Yu regarding being unable to get garage door open and that Nevada Energy informed her that Brian cut off electricity because he listed August 1, as his move out date, also received text that unable to get garage door opened because electricity was off, drafted a response (no charge)	250.00	0.1	25.00
08/01/2014	FP	Telephone call	Received call from Court about needing to get Order filed, located Minutes from July 16, 2014, hearing, advised would get Order finished as soon as possible (no charge)	250.00	0.1	25.00
08/01/2014	FP	Review and analyze	Reviewed letter from opposing counsel regarding Brian shutting off utilities in preparation for drafting a response (no charge)	250.00	0.1	25.00
08/01/2014	FP	Review and analyze	Reviewed text from Ms. Yu, water and gas has been shut off as well (no charge)	250.00	0.1	25.00
08/04/2014	FP	Review and analyze	Reviewed text from Ms. Yu, Brian shut of gas as well	250.00	0.1	25.00
08/06/2014	FP	Telephone call	Telephone call with Herb Sachs, scheduled meeting for Friday (no charge)	250.00	0.1	25.00
08/18/2014	FP	Attended meeting with client	Met with Ms. Yu, went over some more documents that she wanted to provide (no charge)	250.00	0.1	25.00
08/20/2014	FP	Plan and Prepare	Plan and prepare for trial, assembled additional book to match the one being given to opposing counsel to try and resolve the outstanding debt issues, also included summaries of the credit card debts, and checks from Ken's account that were written on Ms. Yu's behalf (no charge)	250.00	1.0	250.00
08/20/2014	FP	Travel	Travel to opposing counsel's office and back to drop of book reflecting debts and assets (no charge)	250.00	1.0	250.00
08/20/2014	FP	Telephone call	Faxed Snowden appraisal to opposing counsel (no charge)	250.00	0.1	25.00
08/20/2014	FP	Telephone call	Called opposing counsel, left message for a return call (no charge)	250.00	0.1	25.00
08/21/2014	FP	Telephone call	Called Herb Sachs, left message for a return call (no charge)	250.00	0.1	25.00
08/22/2014	FP	Plan and Prepare	No charge portion of planning and preparing for trial, going over exhibit books, getting Supplemental Trial Brief filed, call with the Court, faxed and emailed Brief to the Court, faxed Trial Brief to opposing counsel	250.00	2.0	500.00

Time Entry Total: **\$4,775.00**

Expenses

Date	EE	Activity	Description	Cost	Quantity	Line Total
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08/12/2014	FP	Plan and Prepare	Translator fee planning and preparing for trial	275.00	1.0	275.00
08/22/2014	FP	Filing Fee	Filing fee for Supplemental Trial Brief	3.50	1.0	3.50
08/22/2014	FP	Plan and Prepare	Trial expense, exhibit binders	22.66	1.0	22.66

Expense Total: **\$301.16**

Time Entry Sub-Total:	4,775.00
Expense Sub-Total:	301.16
Sub-Total:	5,076.16
Total:	5,076.16
Amount Paid:	0.00
Balance Due:	\$5,076.16

Page Law Office
6145 Spring Mountain Road
Suite 201
Las Vegas, Nevada 89146
United States
(702) 469-3278

Page Law Office

Invoice

Invoice #	00119
Invoice Date	January 12, 2015
Due Date	
Balance Due	\$2,675.00
Payment Terms	
Case / Matter	Ruorong Yu v. Brian Yu

Ruorong Yu
6721 Old Valley Street
Las Vegas, NV 89149

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
08/26/2014	FP	Draft and revise	Draft and revise to proposed Decree of Divorce, extensive drafting to the findings of fact, conclusions of law, and the orders	250.00	3.2	800.00
08/26/2014	FP	Draft and revise	Draft and revise letters to PERS as cover letters for the defined benefit plan and the deferred compensation account, attached the cover letters and the proposed Qualified Domestic Relations Orders and sent the same to PERS in preparation for getting the Qualified Domestic Relations Orders signed by the court and filed	250.00	0.1	25.00
08/29/2014	FP	Draft and revise	Drafted the quitclaim deed for the Old Valley residence so that Mr. Yu could sign and so that Ms. Yu would be able to record the transfer of ownership with the recorder's office	250.00	0.3	75.00
09/02/2014	FP	Draft and revise	Drafted quitclaim deed for 6721 Old Valley in preparation for sending to opposing counsel	250.00	0.2	50.00
09/02/2014	FP	Telephone call	Telephone call with opposing counsel regarding changes to proposed Decree of Divorce	250.00	0.2	50.00
09/02/2014	FP	Telephone call	Telephone call with opposing counsel regarding additional changes to proposed Decree of Divorce	250.00	0.3	75.00
09/05/2014	FP	Telephone call	Telephone call with Mr. Sachs regarding changes to the proposed Decree of Divorce	250.00	0.1	25.00
09/05/2014	FP	Review and analyze	Reviewed letter from PERS regarding the Hartford Deferred Compensation Account, drafted a responsive email to PERS regarding contact information for the plan administrator for the Hartford Deferred Compensation account	250.00	0.1	25.00
09/08/2014	FP	Attended meeting	Attended meeting with Mr. Sach's and Mr. Yu regarding finalizing the Decree of Divorce	250.00	1.1	275.00
09/30/2014	FP	Review and analyze	Reviewed correspondence from Mr. Sachs regarding having a telephone conference with the judge	250.00	0.1	25.00

10/21/2014	FP	Attended meeting with client	Attended meeting with Ms. Yu regarding status of case and payment of support by Mr. Yu and division of monies in accounts, and status of Qualified Domestic Relations Order with PERS	250.00	0.5	125.00
10/27/2014	FP	Review and analyze	Reviewed email from Ms. Yu regarding what constitutes one-half, sent responsive email to Ms. Yu that was preparing for a settlement conference	250.00	0.1	25.00
10/29/2014	FP	Review and analyze	Reviewed email from Ms. Yu dated October 28, 2014, that am not permitted to attend a settlement conference without her, drafted an email and explained to Ms. Yu that was attending a settlement conference on another case, explained to	250.00	0.1	25.00
11/18/2014	FP	Attended meeting with client	Attended meeting with Ms. Yu regarding status of case and payment of support by Mr. Yu, went over case with Ms. Yu and answered same questions that she had asked previously	250.00	1.1	275.00
11/18/2014	FP	Draft and revise	Drafted email and attached Qualified Domestic Relations Order as requested by Ms. Yu at the meeting earlier in the day	250.00	0.1	25.00
11/19/2014	FP	Draft and revise	Reviewed email from Ms. Yu dated November 18, 2014, regarding division of accounts, drafted responsive email attempting to address her concerns, regarding one-half of the balance of the accounts, explained that Judge Henderson ordered that the community would end on approximately July 27, 2014, explained what that means is of the accounts that are to be divided that the balances in those accounts on those dates would be divided equally, with the exception outlined for the Hartford Deferred Compensation account to account for the equity in the Old Valley house, advised to Ms. Yu that Mr. Yu is still trying to dispute that one of the accounts, I believe it was the E*Trade IRA was acquired prior to the divorce and wants the judge to look at that account again, advised that it does not matter was Mr. Yu does as far as withdrawals are concerns, it is the balances as of those dates that gets divided.	250.00	0.1	25.00
11/21/2014	FP	Attended meeting with client	Attended lengthy meeting with client, she wanted to to sign a piece of paper regarding division of accounts	250.00	0.7	175.00
11/28/2014	FP	Review and analyze	Reviewed email from Ms. Yu dated November 27, 2014, regarding how half is calculated in dividing assets in the Decree	250.00	0.1	25.00
12/11/2014	FP	Telephone call	Three calls to opposing counsel trying to get the Decree of Divorce finalized	250.00	0.1	25.00
12/11/2014	FP	Review and analyze	Time spent drafting emails and uploading copies of Exhibits used at trial for Ms. Yu, uploaded voluminous exhibits, uploaded seven different sets of Exhibits, had eight different emails to Ms. Yu	250.00	0.6	150.00

12/16/2014	FP	Draft and revise	Draft and revise to letter to opposing counsel that have left multiple messages for return phone calls but am not receiving a return phone call	250.00	0.1	25.00
12/19/2014	FP	Attended meeting with client	Attended meeting with Ms. Yu regarding the status of the case, telephone call with Mr. Sachs regarding whether Brian will forward on any monies to Ms. Yu	250.00	0.6	150.00
01/08/2015	FP	Attended meeting with client	Attended meeting with client regarding status of case	250.00	0.7	175.00
01/12/2015	FP	Draft and revise	Draft and revise letter to opposing counsel regarding not receiving any return phone calls in response to multiple messages left asking for return phone calls	250.00	0.1	25.00
Non-billable Time Entries:						
08/26/2014	FP	Draft and revise	Drafted cover letter to opposing counsel to be included with the Decree (no charge)	250.00	0.1	25.00
08/26/2014	FP	Review and analyze	Time spent getting the cover letter and Decree faxed to opposing counsel (no charge)	250.00	0.1	25.00
09/10/2014	FP	Attended meeting with client	Met Ms. Yu, gave her the quitclaim deed for the house (no charge)	250.00	0.1	25.00
09/16/2014	FP	Telephone call	Phone call with office on location of the quitclaim deed	250.00	0.1	25.00
09/30/2014	FP	Telephone call	Received call from Mr. Sachs' office regarding having a telephone conference with the judge on some outstanding issues and whether had received correspondence regarding the same (no charge)	250.00	0.1	25.00
11/25/2014	FP	Review and analyze	Reviewed and analyzed email from Ms. Yu regarding asset division	250.00	0.1	25.00
12/19/2014	FP	Review and analyze	Reviewed email from Ms. Yu dated December 18, 2014, regarding the progress of the case	250.00	0.1	25.00
12/23/2014	FP	Review and analyze	Reviewed email from Ms. Yu regarding asset division	250.00	0.1	25.00

Totals: 11.5 \$2,675.00

Time Entry Sub-Total:	2,675.00
Sub-Total:	2,675.00
Total:	2,675.00
Amount Paid:	0.00
Balance Due:	\$2,675.00

1 **DECD**

2 **FRED PAGE, ESQ.**

3 **NEVADA STATE BAR NO. 6080**

4 **PAGE LAW OFFICE**

5 **500 NORTH RAINBOW, SUITE 300**

6 **LAS VEGAS, NV 89107**

7 **TELEPHONE: (702) 469-3278**

8 **FACSIMILE: (702) 628-9884**

9 **Attorney Plaintiff**

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**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

RUORONG YU,

Plaintiff,

vs.

BRIAN YU,

Defendant.

) Case No.: D-13-478791-D

) Dept.: R

) **Hearing Date: July 25, and August 22, 2014**

) **Hearing Time: 1:30 p.m.**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE

This trial came before the Court on the above referenced date and time in front of the Hon. Bill Henderson. Plaintiff, RUORONG YU, was present and was represented by and through her counsel, Fred Page, Esq. Defendant, BRIAN YU, was present and was represented by and through his counsel, Herb Sachs, Esq. The Court having reviewed the exhibits, testimony of the parties, and having entertained opening statements and closing arguments hereby makes the following Findings of Fact, Conclusions of Law, and enters the following Orders.

FINDINGS OF FACT

The Court has been fully advised as to the law and the facts of the case, and having reviewed the papers and pleading on file makes the following findings and enters the following orders. The Court hereby finds:

1. RUORONG was for a period of more than six weeks prior to the filing of the Complaint for Divorce has been and is now an actual bona fide resident of the State of Nevada,

1 County of Clark and has been actually physically present and domiciled in Nevada for more than
2 six weeks prior to the filing of the action.

3
4 2. On, March 8, 2004, RUORONG and BRIAN were married to each other in
5 Shanghai, China and have been continually married to each other since that time.

6 3. On April 19, 2013, RUORONG filed her Complaint for Divorce.

7 4. On April 26, 2013, BRIAN was served with the Complaint, Summons, and
8 Motion for Exclusive Possession.

9
10 5. On May 17, 2013, BRIAN filed his Answer and Counterclaim.

11 6. There are no minor children the issue of this marriage, no minor children have
12 been adopted during the course of the marriage and RUORONG is not now pregnant.

13 7. At the July 25, 2014, trial date, the parties placed the following stipulations on
14 record.

15
16 a. RUORONG would receive the 6721 Old Valley residence. RUORONG would
17 buy out BRIAN for \$60,000 with the equalizing payment being made from a
18 deduction from RUORONG'S community property share of the Hartford
19 Deferred Compensation account.

20
21 b. The PERS pension should be divided pursuant to the time rule formula.

22 c. The Hartford Deferred Compensation account should be equally divided with
23 RUORNG making an equalizing payment to BRIAN from that account in the
24 amount of \$60,000 for her buyout of BRIAN for one-half of the equity in the Old
25 Valley residence.

26
27 d. Equal division of the E-Trade Investment account as of July 25, 2014.

28 e. Equal division of the E-Trade IRA as of July 25, 2014.

1 f. Equal division of the Scottrade IRA as of July 25, 2014.

2 8. RUORONG is in need of alimony due to her age, her health, the length of the
3 marriage, and due to her limited ability to speak and understand English. In addition, BRIAN
4 has the ability to pay alimony.
5

6 9. The following assets are community property which should be equally divided:

7 a. The GE Interest Plus account.

8 b. The accrued vacation and sick pay with the City of Las Vegas.

9 c. The former marital residence located at 6721 Old Valley, Las Vegas, Nevada
10 89146.
11

12 d. Option 2 should be selected for the Nevada Public Employees Retirement defined
13 benefit plan in BRIAN'S name for RUORONG'S time rule formula share.
14 RUORONG is to be made the survivor beneficiary in order to protect her time
15 rule formula share of the retirement benefits.
16

17 e. The Wells Fargo savings account in Brian's name ending in 5007.

18 f. The Wells Fargo checking account in Brian's name after \$10,000 is paid to Fred
19 Page, Esq. for unpaid interim support.
20

21 10. For the debt incurred after the date of separation, but prior to the Court entering
22 its interim support orders, the Court finds that BRIAN should pay \$10,000 from property
23 awarded to him to pay for the debts. The check should be made payable to Fred Page, Esq. and
24 for payment for outstanding attorney's fees by August 27, 2014.
25

26 11. In the agreement dated March 9, 2008, BRIAN gave the 7809 Snowden Lane,
27 Unit 202, Las Vegas, Nevada 89128 condominium to RUORONG upon his death. BRIAN did
28 draft and sign the agreement.

1 12. The agreement seems reasonably clear that the condominium would pass to
2 RUORONG. The agreement says nothing about the agreement only being valid while the parties
3 were married to each other. The agreement speaks for itself. In the event of BRIAN'S death,
4 RUORONG gets the condominium. The agreement does not violate the parol evidence rule. The
5 agreement is clear and unambiguous.

6
7 13. In the extensive testimony, given by both of the parties regarding the transaction,
8 the Court finds no undue influence or duress. BRIAN never objected to the validity of the
9 agreement until the Complaint for Divorce was filed.

10
11 14. The agreement signed on March 9, 2008, by BRIAN, is valid and enforceable and
12 all right, title, and interest in the Snowden condominium should pass to RUORONG upon
13 BRIAN'S death.

14
15 15. BRIAN should pay \$10,000 to Fred Page, Esq. for unpaid interim alimony from
16 the parties' Wells Fargo checking account by Friday, August 27, 2014.

17 16. The case is clearly a *Sargeant* case and BRIAN should pay \$7,500 in attorney's
18 fees to Fred Page, Esq. by the close of business March 1, 2015. If the attorney's fees awarded is
19 not paid by then, the amount shall be reduced to judgment and be made collectible by any and all
20 legal means and shall accrue interest at the legal rate.

21
22 17. The parties are incompatible in marriage so that their likes and dislikes, interests,
23 and friends have grown separate and apart since they were married; it is no longer possible for
24 them to live together harmoniously as husband and wife; and, there is no chance for
25 reconciliation.

1 18. All of the jurisdictional allegations contained in RUORONG'S Complaint for
2 Divorce are true as therein alleged and RUORONG is entitled to a Decree of Divorce from
3 BRIAN on the grounds as set forth in RUORONG'S Complaint.
4

5 19. Should any of these Findings of Fact be more properly construed as being
6 Conclusions of Law, they should be construed as such.

7 CONCLUSIONS OF LAW

- 8 1. The Court has jurisdiction of the parties and subject matter.
9
10 2. The Court should retain jurisdiction to issue a further judgment upon a Qualified
11 Domestic Relations Order, which is necessary to equally divide the Hartford Deferred
12 Compensation account in BRIAN'S name.
13
14 3. The Court should retain jurisdiction to issue a further judgment upon a Qualified
15 Domestic Relations Order which is necessary to divide the Nevada Public Employees Retirement
16 System defined benefit plan in BRIAN'S name pursuant to the time rule.
17
18 4. Under NRS 123.130, all property acquired after marriage is presumed to be community
19 property unless there is a pre or post-nuptial agreement, the property was acquired by gift, award
20 of personal injury damages or acquired by gift or devise, and the rents issues and profits thereof.
21 *See Peters v. Peters*, 92 Nev. 687, 557 P.2d 713 (1996); *Todkill v. Todkill*, 88 Nev. 231, 495 P.2d
22 629 (1972); *Carlson v. McCall*, 70 Nev. 437, 271 P.2d 1002 (1954); *Lake v. Bender*, 18 Nev. 361
23 7 P. 74 (1885).
24
25 5. Under NRS 123.220, all property other than property owned by before marriage, and that
26 acquired by afterwards by gift, bequest, devise, descent or by an award for personal injury
27 damages, with the rents, issues and profits thereof, is community property unless otherwise
28

1 provided by, an agreement in writing between the spouses, a decree of separate maintenance, or
2 if divided pursuant to NRS 123.259, a spouse being institutionalized.

3 6. Under NRS 125.150(1)(b), community property should, to be extent practicable, be
4 divided equally.
5

6 7. Under *Peters v. Peters*, 92 Nev. 687, 557 P.2d 713 (1976), all property acquired after
7 marriage is considered to be community property under NRS 123.220 and that presumption can
8 only be overcome by clear and convincing evidence. Under *Todkill v. Todkill*, 88 Nev. 231, 495
9 P.2d 629 (1972); and *Carlson v. McCall*, 70 Nev. 437, 271 P.2d 1002 (1954), the burden is on
10 the person claiming it as separate property to overcome this presumption by proof sufficiently
11 clear and satisfactory to prove the correctness of such a claim.
12

13 8. In *Lofgren v. Lofgren*, 112 Nev. 1282, 926 P.2d 296 (1996) the Supreme Court held that
14 where one party secreted or wasted community funds such a finding would support an unequal
15 distribution of assets.
16

17 9. In *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997), the Supreme Court
18 affirmed an unequal distribution of based upon on party's failure to account. In *Putterman*, the
19 Court discussed possible types of compelling reasons, financial misconduct in the form of one
20 party's wasting or secreting assets during the divorce process, negligent loss or destruction of
21 community property, unauthorized gifts of community property and possibly compensation for
22 losses occasioned by the marriage and its breakup. The Court distinguished hiding or secreting
23 assets during the divorce proceedings from under contributing to or over consuming of
24 community assets during the marriage stating at page 609,
25
26

27 . . . When one party to a marriage contributes less to the community property than the
28 other, this cannot, especially in an equal division state, entitle the other party to a
retrospective accounting of expenditures made during the marriage or entitlement to more
than an equal share of the community property. Almost all marriages involve some
disproportion in contribution or consumption of community property. Such retrospective

1 considerations are not and should be relevant to community property allocation and do
2 not present 'compelling reasons' for an unequal disposition; whereas, hiding or wasting
3 of community assets or misappropriating community assets for personal gain may indeed
4 provide compelling reasons for unequal disposition of community property.

5 10. Under NRS 125.150(1)(a), alimony may be awarded to the wife or to the husband, in a
6 specified principal sum or as specified periodic payments, as appears "just and equitable."

7 11. NRS 125.150(8) provides a list of factors a Court may consider in determining whether to
8 make an alimony award.

9 12. Attorney's fees may be awarded under NRS 125.040, and the *Sergeant v. Sergeant*, 88
10 Nev. 223, 495 P.2d 618 (1972), and *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455
11 P.2d 31 (1969) cases.

12 13. Should any of these Conclusions of Law be more properly construed as being Findings a
13 Fact, they should be construed as such.

14
15 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
16 that the bonds of matrimony existing between, Plaintiff, RUORONG YU, and Defendant,
17 BRIAN YU, be and the same are wholly dissolved, and an absolute Decree of Divorce is hereby
18 granted to RUORONG, and each of the parties is restored to the status of a single unmarried
19 person.
20

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall pay
22 alimony to RUORONG in the amount of \$1,950 per month until such time as he retires. The
23 payments shall be taxable to the obligee and a deduction to the obligor. Payments will be due on
24 the 1st of the month beginning September 2014, and late after the 15th of the month. Upon
25 retirement by BRIAN, until such time as the Nevada Public Employees Retirement System
26 begins making payments to RUORNG, BRIAN shall have an affirmative obligation to make
27 payments directly to RUORONG the amount she would have received from the Nevada Public
28

1 Employees Retirement System as required by *Sertic v. Sertic*, 111 Nev. 1192, 901 P.2d 148
2 (1995).

3 **IT IS FURHTER ORDERED, ADJUDGED, AND DECREED** that the following
4 property is confirmed to RUORONG as her sole and separate property.
5

- 6 1. Any and all bank accounts, including but not limited to checking accounts, savings
7 accounts, money market accounts, and certificates of deposit in RUORONG'S name.
8
- 9 2. The household goods and furnishings in RUORNG'S possession.
- 10 3. The jewelry and clothing in RUORONG'S possession.
- 11 4. Any and all life insurance policies that are owned by ROURONG or insuring
12 RUORNG'S life.
13
- 14 5. The 2005 Nissan Altima.
- 15 6. The former marital residence located at 6721 Old Valley subject to the encumbrance
16 thereon.
- 17 7. All right, title, and interest in the Snowden condominium after BRIAN'S death.
- 18 8. The time rule portion of the Nevada Public Employees Retirement System defined
19 benefit plan. Option 2 shall be selected. RUORNG shall be made the survivor beneficiary.
20
- 21 9. One-half of the Hartford Deferred Compensation account with the Nevada Public
22 Employees Retirement Systems, as of August 22, 2014, less \$60,000 for RUORONG'S buy out
23 of one-half of the equity in the Old Valley residence.
24
- 25 10. One-half of the E*Trade investment account ending in 0241.
- 26 11. One-half of the GE Interest Plus account ending in 7059.
- 27 12. One-half of the E*Trade IRA ending in 9250.
- 28 13. One half of the Scottrade IRA ending in 1390.

14. One-half of the accrued vacation and sick pay with the City of Las Vegas.
15. One-half of the Wells Fargo savings account.
16. One-half of the remainder of the Wells Fargo checking account ending in 7773 after \$10,000 is paid to Fred Page, Esq. by BRIAN by August 27, 2014.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the following property is confirmed to BRIAN as his sole and separate property.

1. One-half of the Wells Fargo account ending in 7773 in BRIAN'S name after \$10,000 is paid to Fred Page, Esq. by August 27, 2014.
2. The household goods and furnishings in BRIAN'S possession.
3. The jewelry and clothing in BRIAN'S possession.
4. The 2000 Honda Accord.
5. Exclusive possession of the 7809 Snowden Lane, Unit 202, Las Vegas, Nevada 89128 condominium during BRIAN'S life. After BRIAN'S death, all right, title, and interest in the 7809 Snowden Lane, Unit 202, Las Vegas, Nevada 89128 condominium shall pass to RUORONG.
6. The time rule portion of the Nevada Public Employees Retirement System defined benefit plan. Option 2 shall be selected. BRIAN shall name RUORONG as the survivor beneficiary.
7. One-half of the Hartford Deferred Compensation account with the Nevada Public Employees Retirement Systems, as of August 22, 2014, plus \$60,000 for RUORONG'S buy out of one-half of the equity in the Old Valley residence.
8. One-half of the E*Trade investment account ending in 0241.
9. One-half of the GE Interest Plus account ending in 7059.

1 10. One-half of the E*Trade IRA ending in 9250.

2 11. One half of the Scottrade IRA ending in 1390.

3 12. One-half of the Wells Fargo savings account ending in 5007.

4
5 13. One-half of the accrued vacation and sick pay with the City of Las Vegas. BRIAN shall
6 make payment of the equalizing payment to RUORONG for the vacation and sick pay with the
7 City of Las Vegas from one of the investment accounts and shall make payment to RUORONG
8 within 30 days of the date the Decree of Divorce is filed.
9

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that RUORONG shall
11 assume and hold BRIAN harmless from the following debts:

12 1. The Bank of America card ending in 0339.

13 2. The Chase card ending in 2977.

14 3. The Wells Fargo credit card.

15 4. The debt owed to RUORONG'S son, Caixuan Xu.

16 5. The mortgage on the former marital residence located at 4721 Old Valley, Las Vegas,
17 Nevada 89146
18
19

20 **IT IS FUTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall
21 assume and hold RUORONG harmless from the following debts.

22 1. Any and all credit cards.

23 2. Any and all lines of credit.

24
25 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall not
26 take any actions to interfere with RUORONG'S interest in the 7809 Snowden Lane, Unit 202,
27 Las Vegas, Nevada 89128 condominium. Should BRIAN take any action to interfere with
28 RUORONG'S interest in the Snowden condominium those actions taken by BRIAN shall be

1 void, BRIAN will be responsible for any and all legal associated legal fees, and BRIAN will be
2 subject to penalties for contempt.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Court shall
4 reserve jurisdiction over the implementation and enforcement of the Qualified Domestic
5 Relations Orders for the Hartford Deferred Compensation account and the Nevada Public
6 Employees Retirement System defined benefit plan.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall pay
8 \$10,000 from the property awarded to him for the debt incurred by RUORONG after the date of
9 separation. BRIAN shall make the check payable to Fred Page, Esq. in the \$10,000. BRIAN
10 shall deliver the check to Fred Page, Esq. by the close of business August 27, 2014.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall pay
12 \$10,000 for unpaid interim support. BRIAN shall make the check payable to Fred Page, Esq. in
13 the amount of \$10,000. BRIAN shall deliver the check to Fred Page, Esq. by the close of
14 business August 27, 2014.

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall pay
16 \$7,500 in attorney's fees to Fred Page, Esq. under *Sargeant*. BRIAN shall pay that amount by
17 the close of business March 1, 2015. If the \$7,500 in attorney's fees awarded is not paid by that
18 date, the amount shall be reduced to judgment and shall be made collectible by any and all legal
19 means and shall accrue interest at the legal rate.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that RUORONG may
21 upon her election, be restored to her maiden name.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any asset has
23 been omitted from this Decree and is subsequently discovered, the parties shall hold the asset as
24

1 tenants in common pursuant to *Amie v. Amie*, 106 Nev. 541, 796 P.2d 233 (1990); *Gramanz v.*
2 *Gramanz*, 113 Nev. 1, 930 P.2d 753 (1997), and *Williams v. Waldman*, 108 Nev. 466, 836 P.2d
3 614 (1992) and either party may petition the Court for an allocation of that asset. The party
4 omitting the asset shall be responsible for the reasonable attorney's fees of the moving party.
5

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that both parties shall
7 execute any and all escrow, document transfers of title, and other instruments that may be
8 required in order to effectuate transfer of any and all interest which either may have in and to the
9 property of the other as specified herein, and to do any other act or sign any other documents
10 reasonably necessary and proper for the consummation, effectuation, or implementation of this
11 Decree and its intent and purposes. Should either party fail to execute any documents to transfer
12 interest to the other, either party may request that this Court have the Clerk of the Court sign in
13 place of the other. The party having to request that the Court enter an Order to have the Clerk of
14 the Court to sign, shall be entitled to their reasonable attorney's fees for having to make the
15 request.
16
17

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party agrees
19 that if any claim, action or proceeding is brought seeking to hold the other party liable on
20 account of any debt, obligation, liability, act or omission assumed by the other party, such party
21 will, at his or her sole expense, defend the other against any such claim or demand and he or she
22 will indemnify, defend, and hold harmless the other party.
23

24 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint debt,
25 obligation, liability, act or omission creating such liability has been omitted from this Decree and
26 is subsequently discovered, either party may petition the Court for an allocation of that debt,
27 obligation, liability, or claim arising from such act or omission.
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as herein
2 specified, each party hereto is hereby released and absolved from any and all obligations and
3 liabilities for the future acts and duties of the other.
4

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this Decree shall
6 constitute a release of any and all claims, whether civil or otherwise, that may have been filed by
7 either party against the other through and including the date of the Decree.
8

9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as may be
10 provided for herein, and except as may be provided by Will or Codicil voluntarily executed after
11 this date, each of the parties releases and waives any and all right to the estate of the other left at
12 his or her death, and forever quit claims any and all right to share in the estate of the other, by the
13 laws of succession or community, and said parties hereby release one to the other all right to be
14 administrator or administratrix, or executor or executrix, of the estate of the other, and each party
15 hereby waives any and all right to the estate or interest of the other for family allowance or
16 property exempt from execution, or by way of inheritance.
17

18 DATED this _____ day of August 2014.
19

20 _____
DISTRICT COURT JUDGE

21 Respectfully submitted:
22 PAGE LAW OFFICE
23

Approved as to form and content:
LAW OFFICE OF HERB SACHS

24 _____
FRED PAGE, ESQ.
25 Nevada Bar No. 6080
500 North Rainbow Suite 300
26 Las Vegas, Nevada 89107
(702) 469-3278
27 Attorney for Plaintiff
28

HERB SACHS, ESQ.
Nevada Bar No. 2785
602 South Tenth Street
Las Vegas, Nevada 89101
(702) 387-0400
Attorney for Defendant

EXHIBIT 3

Heather S. Shuman
CLERK OF THE COURT

MOT

(Your Name) RUORONG YU

(Address) 6721 Old Valley St

Las Vegas, NV, 89149

(Telephone) 702-505-2882

(Email Address) happyruorong@gmail.com

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

RUORONG YU

Plaintiff,

vs.

BRIAN YU

Defendant.

CASE NO.: D-13-478791-D

DEPT NO.: R

Supplementary to
Plaintiff's Motion for 2/1/16
Hearing

COMES NOW (circle one) Plaintiff/Defendant RUORONG YU,

in Proper Person, and moves this Honorable Court for an Order granting the relief requested. This motion is brought in good faith and is based on the attached Points and Authorities, Affidavit of Movant, the papers and pleadings on file herein, and such further evidence and argument that may be requested at the hearing.

DATED this (day) 13 day of (month) January, (year) 2016.

Ruorong Yu

(Your Signature)

LEGAL ARGUMENT

#1

Upon the permission from the court, plaintiff initiated subpoenas to obtain the account statement information that requires to be split. 11/30/15 at hearing, The judge also rejected the defendant requests re-open the decree divorce. Accounts already can divide, but in fact and no progress. Now plaintiff requests the court to order to Defendant authorize that divide the accounts below and one half of the balance shall be transferred to plaintiff's account.
(Exhibit A)

E-Trade tradition IRA #0241	\$ 46,175
E-Trade Roth IRA #0925	\$ 45,941
MassMutual #0150030	\$ 324,525

City of Las Vegas Accruals account:

Vacation FMLA Hours : $\$542.33 + 480 = 1022.33$

Sick Hours : $\$979.34 - 199.09 = 780.25$

Wells Fargo checking #7773 \$21,471

Wells Fargo Saving # 5007 (Statements are in Judge's office, please

kindly transfer to Attorney Blau & Plaintiff.)

#2

The community property amounts to \$176,559 defendant has transferred away without authorization and shall be divided. Plaintiff requests court's to order for plaintiff to keep all the balance left in Chase Bank & Synchrony Bank. And requests to hold Defendant for contempt of court.
(Exhibit B)

Supporting reason 1, Defendant withdrew community property without authorization and it obviously disobey the Joint Preliminary Injunction issued on Apr 26, 2013.

Supporting reason 2, Defendant has higher and stable monthly income and Federal Retirement income.

Supporting reason 3, during the time period from separation to JPI issued, Defendant has already withdrawn \$32,376 from community property.

#3

Defendant displays contempt of court. Honorable judge has not yet punish defendant by any financial methods due to judge's kindness. Thus,

defendant continue contempt of court and disobey the judge, again and again, and seems endless. (Exhibits C)

a) Defendant has yet paid alimony for May & June 2014, amount to \$4,200 for 20 months. And also, Defendant owes the alimony for December 2015, \$1,950. Totaling \$6,150. Also Plaintiff requests court's order to enforce the payment, plus \$1,500 as the fine for the delinquency. Totaling \$7,650. If not doing so, Defendant will keep defying the Judge. The alimony in arrears will never end.

b) Defendant refused to transfer the mortgage under plaintiff's name and refuses to authorize Plaintiff retrieving mortgage detail information for the mortgage company. This late payment has accumulated to 17 months. And what's more, Defendant still owes one month mortgage (\$1,338.40). Hereby Plaintiff requests court's order to enforce Defendant to burden all above mentioned debt and late payment fine and compensation's interest it cause. There are greater amount of penalty.

c) Defendant still keeps a set of Nissan car key & remote control. Defendant is threatening to Plaintiff's life. Plaintiff requests court's order to enforce Defendant release the key set. Or pay to change fee.

#4

Defendant is suspected of bribing plaintiff attorney \$10,000. Defendant is a "generous giver". An additional \$ 10,000 is a great temptation to others. Therefore, the case has come into circulation. ENDLESS. (Exhibits D)

The judge is benevolent. So the defendant keeps contempt the court, keeps defying the judge. Defendant didn't engage counsel and refused to provide complete, continuous statements. Plaintiff plead with the judge to give the plaintiffs an opportunity to make a supplementary statement during the hearing on Feb 1, 2016. And the end of the case.

Defendant defy the Judge, still has NOT provided complete, continuous statements, resulting in failure to end 11/30/15 Hearing. Therefore, the plaintiff pay an additional attorney fee of \$ 3500, court translator \$ 400, for hearing prepare of translate \$ 3,378, legal costs \$ 993. Total \$ 8,271. The plaintiff requests to the judge ruling \$8,271 borne by the defendant. Otherwise, the case would come into circulation and never ends.

STATEMENT OF FACTS

Apr 26, 2013, it is clearly written in the Joint Preliminary Injunction signed by the court that "DISOBEDIENCE OF THIS INJUNCTION IS PUNISHABLE BY CONTEMPT."

Jun 09, 2015, the judge signed <Decree of Divorce> and this decree has been filed by the family court.

Aug 17, 2015, during the hearing, Defendant requested to re-open the decree. The judge ordered that both parties shall engage counsel.

Nov 30, 2015, during the hearing, Judge ordered again that Defendant must engage counsel, and provide consecutive, complete statements. The judge also rejected the defendant requires re-open the decree.

Dec 15, 2015, this Motion is written in line with court minutes.

CONCLUSION

The truth of the case is cleared and the exhibits are firm. Plaintiff requests esteemed Judge to end this case during the hearing on Feb 1, 2016.

1. Equally divide E-Trade account, Mass Mutual account, City of Las Vegas account and Wells Fargo account. And transfer this half to Plaintiff's accounts.

2. Plaintiff shall be awarded all balance in Chase Bank, Synchrony Bank accounts and E Trade account end in 0241.

3. Defendant shall pay to Plaintiff 3 months alimony, \$6,150 and Fine for the delinquency \$1,500. Total amount \$7,650. This amount shall be withdrawn from Defendant's wage account in City of Las Vegas.

4. Defendant shall pay to plaintiff the debt, fine and compensation's interest of mortgage delinquency from his wage account in City of Las Vegas. And mortgage's title shall be altered to Plaintiff.

5. Defendant shall pay Plaintiff additional attorney fee, translation fee and other legal cost totally \$8,271. This payment shall be deducted from Defendant's wage account in City of Las Vegas.

6. Terms above mentioned shall be executed within 21 calendars from the order is issued by each related companies and Banks. .

7. Defendant shall return Nissan car key and remote control. Or pay to change fee.

8. The plaintiff requests the Judge to pursue Defendant for contempt of court, perjury and Defendant is suspected of bribing Plaintiff's attorney.

By Ruorong Yu




Exhibit A: E-Trade, MassMutual, City of Las Vegas provide statements.

Exhibit B: The court injunction, 11/30/15 court minutes and summary defendant withdrew unauthorized funds.

Exhibit C: 8/22/14 court minutes, returned payment unpaid alimony. Contact Ditech to get mortgage statements and the plaintiff paid 3 months of mortgage.

Exhibit D: Defendant to paid the extra \$ 10,000 check to the opposing counsel. Summary plaintiff to paid an additional attorney fees, translation fees and legal costs.

EXHIBIT A

Total 9 Pages

DECLARATION OF CUSTODIAN OF RECORDS

I, the undersigned, being the duly authorized custodian of records for:

**E*TRADE Securities LLC
Harborside Financial Center
34 Exchange Pl. 501 Plaza 2 5th fl
Jersey City, NJ 07311**

with personal knowledge of the facts set forth below, and authority to certify said records, do hereby attest to the following facts:

I am an employee of the organization listed above and have personal knowledge of the procedures and practices reflected in these records.

The records pertain to: **BRIAN YU**

The records were prepared in the ordinary course of business, by the personnel of said business for which I am the custodian of records, at or near the time of the acts, conditions, or events depicted therein. As custodian, I testify to the records' identity and method of preparation. The source of the information and method of preparation were such as to indicate their trustworthiness. If I were called as a witness in this matter, I could and would competently testify under oath to the foregoing facts.

I hereby declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON: August 5, 2015
EXECUTED AT: 34 EXCHANGE PL. 501 PLAZA 2, 5TH FL
JERSEY CITY, NJ 07311

SIGNED:



PRINT NAME: Justin F. Puri
TITLE: Legal Process Coordinator

7Y7ZgHdr
August 5, 2015

VIA FEDERAL EXPRESS

Attn: Ruorong Yu
6721 Old Valley St.
Las Vegas, NV 89149
702-505-2882

RE: Subpoena: BRIAN YU
Docket #: D-13-478791-D

To Whom It May Concern:

E*TRADE Securities LLC ("E*TRADE"), in compliance with the Subpoena pertaining to the above-referenced individual(s), is hereby forwarding the following responsive documentation on Compact Disc (*):

Account Statements, Opening Documents, & Tax Records for the following E*TRADE account(s):

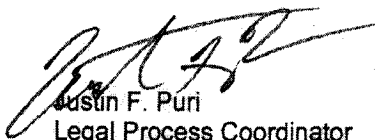
Account #:	Registration:	Statements:
64994731	BRIAN K S YU ROTH IRA E*TRADE CUSTODIAN closed 01/13/2008	No statements available – acct
67740241	BRIAN K S YU	Apr 2013 – Jul 2015 *
68599250	BRIAN YU IRA E*TRADE CUSTODIAN	Apr 2013 – Jul 2015 *

* - Last statement generated

E*TRADE maintains its files of books and records according to industry standard policies and procedures, and has access to account statements for a period of seven (7) years from the current date. Typically, E*TRADE produces brokerage account statements on a monthly basis. However, in the absence of account activity, E*TRADE will generate brokerage statements on a quarterly basis – provided there are assets in the account.

If you have any questions or concerns regarding this matter, please feel free to contact me at (201) 499-9908.

Sincerely,


Justin F. Puri
Legal Process Coordinator
E*TRADE Securities LLC

* - For security purposes, the Compact Disc (which will be sent under separate cover) is encrypted and password-protected – please contact me for the password.

July 1, 2015 - July 31, 2015

Account Number: XXXX-0241

Account Type: INDIVIDUAL

E*TRADE Securities LLC

P.O. Box 484

Jersey City, NJ 07303-0484

1-800-ETRADE-1 (1-800-387-2331)

etrade.com Member FINRA/SIPC

Customer Update:

Keep Your Browser Up-to-Date!

For the best experience with your E*TRADE account, make sure your web browser is updated to the latest version.

Updated browsers provide many benefits: they load faster, are less prone to crashes, and offer a richer online experience.

IMPORTANT INFORMATION

Protect Your E*TRADE Account

To help prevent identity theft and fraud, make sure to update your account password regularly. Use special characters and a combination of upper and lower case letters to make it more unique and secure. To change your password, log on and choose Accounts > My Profile > Security & Passwords.

BRIAN K S YU

7809 SNOWDEN LN UNIT 202

LAS VEGAS NV 89128-3886

Account At A Glance

\$46,175.21

\$47,848.72

As of 06/30/15

As of 07/31/15

Net Change:

\$1,673.51

DETACH HERE

BRIAN K S YU
7809 SNOWDEN LN UNIT 202
LAS VEGAS NV 89128-3886

Use This Deposit Slip

Acct: XXXX-0241

Please do not send cash

Make checks payable to E*TRADE Clearing LLC.

Mail deposits to:

TOTAL DEPOSIT

Dollars	Cents

E*TRADE CLEARING LLC

P.O. Box 484

Jersey City, NJ 07303-0484

073120150001 111677402419

E*TRADE Securities
Investment Account

E*TRADE
FINANCIAL
Trading • Investing • Banking

PAGE 1 OF 6

July 1, 2015 - July 31, 2015

Account Number: XXXX-9250

Account Type: IRA - CONTRIBUTORY

E*TRADE Securities LLC

P.O. Box 484

Jersey City, NJ 07303-0484

1-800-ETRADE-1 (1-800-387-2331)

etrade.com Member FINRA/SIPC

Customer Update:

Keep Your Browser Up-to-Date!

For the best experience with your E*TRADE account, make sure your web browser is updated to the latest version.

Updated browsers provide many benefits: they load faster, are less prone to crashes, and offer a richer online experience.

IMPORTANT INFORMATION

Protect Your E*TRADE Account

To help prevent identity theft and fraud, make sure to update your account password regularly. Use special characters and a combination of upper and lower case letters to make it more unique and secure. To change your password, log on and choose Account > My Profile > Security & Passwords.

BRIAN YU

IRA E*TRADE CUSTODIAN

7809 SNOWDEN LN UNIT 202

LAS VEGAS NV 89128-3886

Account At A Glance

\$45,941.56 ✓

\$46,418.54

As of 06/30/15 ✓

As of 07/31/15

Net Change:

\$476.98

▲ DETACH HERE

BRIAN YU
IRA E*TRADE CUSTODIAN
7809 SNOWDEN LN UNIT 202
LAS VEGAS NV 89128-3886

Use This Deposit Slip

Acct: XXXX-9250

DETACH HERE ▲

To contribute to your IRA, please use our online Quick Transfer service at www.etrade.com/quicktransfer or use this deposit slip.

Make checks payable to E*TRADE Clearing LLC.

Check Amount \$

Year of Contribution:

2015

Rollover

Mail deposits to:

E*TRADE CLEARING LLC

P.O. Box 484

Jersey City, NJ 07303-0484

073120150001 333685992500

E*TRADE Securities
Individual Retirement AccountE*TRADE
FINANCIAL
Trading • Investing • Banking



MassMutual
FINANCIAL GROUP®

Vianca T. Diaz
Paralegal – Law Department

Massachusetts Mutual Life Insurance Company
1295 State Street, B430
Springfield, MA 01111
Tel: 413-744-3328
Fax: 413-226-4268
viancadiaz@massmutual.com

September 17, 2015

VIA OVERNIGHT MAIL

Ruorong Yu
6721 Old Valley Street
Las Vegas, NV 89149

Re: Subpoena – Yu v. Yu
Case No. D-13-478791-D

Dear Ms. Yu:

In response to your subpoena, dated August 25, 2015, issued in the above referenced matter to Massachusetts Mutual Life Insurance Company ("MassMutual"), I enclose documents Bates-numbered MM000001 to MM000088.

Please note that certain privileged and confidential client information not provided in the subpoena has been redacted from our production.

Also enclosed is the original copy of your subpoena returned to you as requested.

Should you have any questions or concerns please do not hesitate to contact me directly at (413) 744-3328.

Very truly yours,

Vianca T. Diaz

Enclosures

CITY OF LAS VEGAS
STATEMENT OF ACCOUNT

Page 1 of 8
APRIL 1, 2015 - JUNE 30, 2015



FOR QUESTIONS ABOUT YOUR STATEMENT AND ANY TRANSACTIONS, PLEASE CALL: **1-800-528-9009**

Call Us! Contact our Customer Service Center at the number listed above Monday through Friday 8:00 am - 8:00 pm ET.
Write Us! MassMutual Retirement Services; P.O. Box 1583; Hartford, CT 06144-1583. Be sure to include the plan's group number in your correspondence.
Connect with Us! Through our website at <http://www.massmutual.com/govnp>.

BRIAN K YU
7809 SNOWDEN LANE
202
LAS VEGAS NV 89128

GROUP NUMBER: 0150030

	PERIOD SUMMARY April 1, 2015 to June 30, 2015	HISTORICAL SUMMARY Since Established October 11, 2002
BEGINNING BALANCE	\$315,473.07	
CONTRIBUTIONS	\$5,923.05	\$299,101.64
NET WITHDRAWALS	\$0.00	\$57,506.97(-)
PLAN AND CONTRACT FEES*	\$0.00	
CHANGE IN VALUE	\$3,128.96	
ENDING BALANCE 06/30/2015	\$324,525.08 ✓	

YOUR ACCOUNT BY INVESTMENT CATEGORY AS OF JUNE 30, 2015

☒ 100% STABLE VALUE/MONEY MARKET

* Plan and Contract Fees may include items such as an annual maintenance fee, per participant charge, deferred sales charge and other charges authorized by your plan. Other charges may be deducted from your account and may or may not be reflected here, including charges assessed under the contract, its separate accounts or by the underlying funds. For a complete description of all charges that may apply, refer to the prospectus or disclosure materials, whichever is applicable, for your retirement program and its related contract. Additional plan expenses and other expenses other than those described above such as Third Party Administrator fees, are deducted and paid as directed by your Plan Administrator, if applicable. This statement reflects transactions received by the company prior to the period ending date. Additional transactions may be in transit and will be reflected in your next statement.

MM000074

Philip R. Byrnes
Senior Litigation Counsel

City of Las Vegas
Office of the City Attorney



495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Office (702) 229-6629
Fax (702) 386-1749
pbyrnes@lasvegasnevada.gov

August 6, 2015

Ruorong Yu
6721 Old Valley St.
Las Vegas, NV 89149

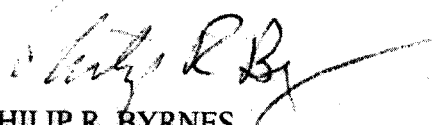
RE: Subpoena for records re: Brian Yu (Yu v. Yu, Case No. D-13-478791)

Dear Ms. Yu:

Enclosed please find copies of the records requested in your subpoena dated August 3, 2015. If you still need someone from the City of Las Vegas to appear at the time and place indicated on your subpoena, please contact my office no later than 5 p.m. on Monday, August, 10, 2015. If I have not heard from you by that date, I will assume that mailing these records has satisfied the subpoena and no appearance is required.

Sincerely,

OFFICE OF THE CITY ATTORNEY


PHILIP R. BYRNES
Senior Litigation Counsel

PRB:bac
Enclosure

 Navigator

 Favorites

 Close
 Preferences Help Window
Payslip

For any questions or concerns, contact the CLV Payroll Section @ (702)229-6828 or
 payrollsection@lasvegasnevada.gov

Choose a Payslip 24-JUL-2015 - 960337 - Check 1 ▾

Employee	Brian K. Yu	Employer name	OM - Facilities Management
Employee Number	960337	Organization	OM - Facilities Management
Location	OM FAC MANAGEMENT *	Bargaining Unit	CEA
Position	014826.RG.R.19450.Sr	Grade	CC.48
	Engineering Associate.REGULAR..		
Employee Address	7809 Snowden Lane #202		
	Las Vegas		
	NV		
	89128		

Pay Period and Salary

Pay Period	Payment Date	Pay Begin Date	Pay End Date	Pay Rate	Annual Salary
Bi-Week	24-Jul-2015	05-Jul-2015	18-Jul-2015	3,791.64	98,582.64

Summary

Current or YTD	Gross	Pre-Tax	Taxes	Deductions	Net Pay
Current	4,095.01	846.15	787.69	26.23	2,434.94
YTD	66,557.43	12,692.25	13,332.10	393.21	40,139.87

Hours and Earnings

Description	Start Date	End Date	Current Hours	Current Amount	YTD Hours	YTD Amount
Bonus Pay				0.00		4,620.30
Longevity Pay				303.34		4,550.10
Last Bday Hol Pay				0.00	10.00	511.90
Holiday Off				0.00	50.00	2,369.80
Jury Duty				0.00	2.50	118.49
Sick Used			5.75	272.53	70.75	3,353.29
Vac Used				0.00	80.00	3,791.68
Regular Hours			74.25	3,519.14	996.75	47,241.87

Rate Details**Pre-Tax Deductions****Taxes**

Description	Current	YTD	Description	Current	YTD
MassMu Flat DC	634.61	9,519.15	Federal Tax	728.32	12,367.02
MassMu Flat DC Catchup	211.54	3,173.10	Medicare	59.37	965.08

After-Tax Deductions

Accruals

Description	Current	YTD	Description	Balance
SupLifeEE Ins	9.51	142.65	Banked	0.00
Basic Life_DEP Ins	0.12	1.80	LV Vac	542.33
CEA Dues	16.60	248.76	LV FMLA	480.00
			LV Sick	979.34
			LV TILO	0.00
			LV Birthday	1.00
			LV Sick Surplus	199.09

Tax Withholding Information

Type	Marital Status	Exemptions	Secondary Exemptions	Additional Amount	Override Amount	Override Percentage
Federal	Single	0		100.00	0.00	0
Nevada	No State	0		0.00	0.00	0
Withholding Tax						

Net Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
555150532	Chase	C	XXXXX7299	2,434.94

Other Information

Description	Value
Estimated employee PERS contribution 501.88	

The PERS Act requires that employees pay half of their retirement contribution through a reduction in current wage or a reduction in a planned increase. PERS is required to give the employee credit towards their 36 month highest average for PERS eligible compensation. The estimation listed is based on regular retirement contributions, not Public Safety retirement. Contact PERS @ 866-473-7768 with any questions on retirement benefits.

[Back](#)

TP Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
No results found.				

[Preferences](#) [Help](#) [Close Window](#)
[Privacy Statement](#)

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EXHIBIT B

Total 4 Pages

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

RUORONG YU,

Plaintiff,

vs.

BRIAN YU,

Defendant.

Case No.:

Dept.:

JOINT PRELIMINARY INJUNCTION

NOTICE! THIS INJUNCTION IS EFFECTIVE UPON THE PARTY REQUESTING
THE SAME WHEN ISSUED AND AGAINST THE OTHER PARTY WHEN SERVED.
THIS INJUNCTION SHALL REMAIN IN EFFECT FROM THE TIME OF ITS
ISSUANCE UNTIL TRIAL OR UNTIL DISSOLVED OR MODIFIED BY THE COURT.
DISOBEDIANCE OF THIS INJUNCTION IS PUNISHABLE BY CONTEMPT.

TO PLAINTIFF AND DEFENDANT:

YOU ARE HEREBY PROHIBITED AND RESTRAINED FROM:

1. Transferring, encumbering, concealing, selling or otherwise disposing of any of your joint, common or community property except in the usual course of business or for the necessities of life, without the written consent of the parties or the permission of the Court.
2. Molesting, harassing, disturbing the peace or committing an assault or battery upon your spouse or your child or step-child.
3. Removing any child of the parties then residing in the State of Nevada with an intent or effect to deprive the Court of jurisdiction as to said child without prior written consent of the parties or advance permission of the Court.

Issued at the request of:
SUN LAW GROUP

JIE AMY SUN, ESQ.
Nevada Bar No. 11289
6145 Spring Mountain Road, Suite 201
Las Vegas, Nevada 89146
Attorney for Plaintiff

CLERK OF THE COURT

MARICELA CONTRERAS

Deputy Clerk - Date
Clark County Clerk - Family Division
601 North Pecos Road
Las Vegas, Nevada 89101
APR 26 2013

\$46,000.00 and the condo had an approximate value of \$91,000.00 and was paid for.

COURT ORDERED:

1. The request to freeze accounts (E*TRADE, IRA, MASS MUTUAL, CITY OF LAS VEGAS) shall be GRANTED
2. Defendant's request to re-open the divorce shall be DENIED.
3. If either party can prove substantial property of significant value was NOT addressed in the Decree either party may re-open the Decree. The date of division of all accounts shall be the date the Decree was filed.
4. Plaintiff's request to have personal property returned to her shall be GRANTED.
5. The parties shall meet and confer specifically regarding Defendant retaining the condo with no future entitlements to Plaintiff and Plaintiff retaining the home with no future entitlements to Defendant. If Defendant finds this inequitable, he shall need to have substantial information valued by a competent appraisal to show the Court or the Court will be included to grant this request. Defendant shall need to prove this is grossly inequitable in Plaintiff's favor.
6. If at the Status Check documentation is NOT produced that shows the court Defendant did not move the \$176,000.00 in violation of the JPI, the Court shall accept Plaintiff's complaint it was moved and Plaintiff shall be entitled to 1/2 of the amount. Defendant shall provide the documentation to attorney Blau prior to next date.
7. Status Check SET for February 1, 2016 at 11:00 A.M.

INTERIM CONDITIONS:

FUTURE HEARINGS:

November 30, 2015 9:00 AM Motion
Henderson, Bill
Courtroom 12

November 30, 2015 9:00 AM Motion
Henderson, Bill
Courtroom 12

PRINT DATE:	12/08/2015	Page 2 of 3	Minutes Date:	November 30, 2015
-------------	------------	-------------	---------------	-------------------

Apr 26, 2013 it is clearly written in the Joint Preliminary Injunction signed by the court that "DISOBEDIENCE OF THIS INJUNCTION IS PUNISHABLE BY CONTEMPT."

Companies Amount	Withdraw	date	Check No or Acc No
Hartford Mass Mutual	\$15,000	09-06-2013	151436416
Hartford Mass Mutual	\$20,000	11-08-2013	150030
E Trade # 67740241	\$10,000	08-02-2013	12099044
E Trade # 67740241	\$16,000	08-29-2013	12116859
E Trade # 67740241	\$10,000	08-11-2013	12082629
E Trade # 67740241	\$29,000	08-27-2014	12341604
E Trade # 67740241	\$25,000	09-03-2014	12345239
E Trade # 67740241	\$12,359	08/28/2014	Jpmorgan municipal money
Scottrade	\$5,000	02-26-2014	69061390
wells Fargo	\$7,500	05-07-2013	Transferred to #3297
Wells Fargo	\$ 450	05-15-2013	Transferred TO #3297
wells Fargo	\$6,750	05-31-2013	#676
wells fargo	\$10,000	08/20/2013	#103
Wells Fargo	\$6,000	07-15-2013	#694
Wells Fargo	\$3,500	06-06-2013	#681

\$176,559

The Defendant withdrew community property unauthorized and shall be divided.

The Defendant has higher and stable monthly income and Federal retirement income.

The plaintiff's attorney fee from her alimony and debt, so Defendant's attorney fee must from his debt.

During the time period from separation to JPI issued, Defendant has already withdrawn \$32,376 from community property.

wells fargo	\$5,428.00	04/17/2013	#658
wells fargo	\$7,000.00	10/17/2012	#601
wells fargo	\$4,000.00	12/06/2012	#615
wells fargo	\$6,000.00	12/31/2012	#620

wells fargo	\$1537.42	07/17/2012	#581
wells fargo	\$1680.00	09/14/2012	#595
wells fargo	\$1046.55	01/10/2013	#625
wells fargo	\$2,468.37	01/15/2013	#626
wells fargo	\$1,815.84	02/11/2013	#63
<u>wells fargo</u>	<u>\$1,400.00</u>	<u>02/13/2013</u>	<u>#636</u>
	\$32,376		

Above the evidence of the original documents, by the attorney blau inspection and verification. Or inspection and verification by the judge at the hearing.

EXHIBIT C

Total 4 Pages

#3 The PERS/HARTFORD account shall be equally divided but from Plaintiff's one-half of the \$60,000.00 buyout for the house will be deducted from her one-half.

#4 The GE INTEREST PLUS ACCOUNT is marital property estimated at approximately \$90,000.00 and shall be split 50/50. On both #3 and #4, Qualified Domestic Orders may be necessary. Plaintiff shall receive Survivor's benefit for the option but only for the purpose of protecting her one-half and not for purpose of providing her any access to Defendant's one-half on his demise.

#5 DEBT: There is an issue of approximately \$28,000.00 in debt incurred by Plaintiff in the eight (8) month period from the separation in October 2012 until Defendant commenced paying alimony in June 2013. Defendant shall pay \$10,000.00 of that \$28,000.00 and shall be paid by check to Attorney Page's office by next Friday, 8/29/14 by 5:00 p.m. Plaintiff also alleges she incurred approximately \$8,800.00 in debts subsequent to March 2014 when she was no longer depositing the Alimony checks. However, it has been determined that although Plaintiff did not deposit such checks that she or her counsel have received them. Therefore, Plaintiff shall NOT be entitled any contribution from Defendant for any portion of this \$8,800.00 debt that she incurred from March 2014 forward.

#6 COURT FINDS, the SNOWDEN CONDOMINIUM valued at \$70,000.00, that in 2008 Defendant drafted an agreement which was signed by Defendant that upon Defendant's death, the condominium will pass to Plaintiff.

#7. ATTORNEYS FEES is clearly a Sergeant case. The \$10,000.00 from issue #5, the debt incurred during the eight (8) month period, that \$10,000.00 plus the un-cashed Alimony checks of \$2,100.00, Defendant has offered to replace that with a check for the whole amount. Once Attorney Page receives the replacement checks for the un-cashed Alimony checks from March 14 forward, those amounts shall be applied to Attorney's Fees; not just the \$10,000.00 from issue #5 but also the reimbursement check for the un-cashed Alimony checks from March 2014 forward. Those two checks shall be made out to Attorney Page. If the check is inadvertently received by the Plaintiff, she shall endorse it and forward to Attorney Page. Those amounts shall be applied to Attorney's Fees, but in fairness due to gross disparity in earning capacity, one having significant and the other having none, nevertheless somewhat significant accommodation has to be made in the realm of about \$13,00.00. The \$6,570.00 has already been paid. After Attorney Page receives the \$10,000.00 check from issue #5 and the replacement check from the Alimony, that roughly \$13,000.00, \$14,000.00 additional should be paid from Defendant to Plaintiff. Defendant did satisfy the \$6,750.00 from an earlier Order, but he shall owe another \$7,500.00. Defendant shall pay the \$7,500.00 by 3/15/15 or it shall be REDUCED TO JUDGMENT collectible by any lawful means.

#8. All accounts other than the WELLS FARGO account shall be divided equally. The Wells Fargo account shall be left open. Both counsel shall try to resolve this matter. If they are unable to, counsel can request a telephonic conference with the Court.

Within the next thirty (30) days, counsel shall meet and confer regarding the Orders.

12:23:52 PM

RUORONG.YU

Bank of America

4400 6635 2227 3567 | CCA

General | Account Activity | Event History

Search

Statement	Transaction	Amount
Go to: CURRENT ACTIVITY	Type:	From:
		To:
RETRIEVE		RESET

Account Balance

Credit Limit: \$8,000.00 Credit Available: \$7,708.16 Days in Cycle: Closing Date: 1/14/2016
Total Min. Pymt. Due: Payment Due Date: Summary of Transactions

Results

<input type="checkbox"/>	12/17/2015	12/18/2015	ST SUPERMARKET LAS VEGAS	\$19.98	Purchases
<input type="checkbox"/>	12/19/2015	12/18/2015	ADT SECURITY*069771327 80	\$52.78	Purchases
<input type="checkbox"/>	12/21/2015	12/18/2015	OFFICE DEPOT #2277 LAS VE	\$49.68	Purchases
<input type="checkbox"/>	12/21/2015	12/19/2015	NEVADA DMV 44 775-684-450	\$513.00	Purchases
<input type="checkbox"/>	12/22/2015	12/21/2015	BUFFET AT ASIA II LAS VEG	\$31.27	Purchases
<input type="checkbox"/>	12/22/2015	12/21/2015	COACH INC 5141 LAS VEGAS	\$232.52	Purchases
<input type="checkbox"/>	12/22/2015	12/21/2015	STAR NURSERY 1004 LAS VEG	\$5.51	Purchases
<input type="checkbox"/>	12/24/2015	12/22/2015	MCCARRAN AIRPT PARKING LA	\$2.00	Purchases
<input checked="" type="checkbox"/>	12/28/2015	12/21/2015	RETURNED PAYMENT UNPAID	\$1,950.00	Payments
<input type="checkbox"/>			TEMPORARY AUTHORIZATIONS	\$0.00	
<input type="checkbox"/>		12/28/2015	FSI*LV WATER DISTRICT	\$20.54	

MORE

Transaction Details

Transaction Acct #: 4400663522273567 Transaction Date: 12/21/2015
Account Type: VISA Reference Number: 33506003750006733616943
Merchant Category Code (MCC) / Description:

TRANSMISSION VERIFICATION REPORT

TIME : 01/12/2016 11:30
NAME :
FAX :
TEL :
SER.# : BROL1J328788

DATE, TIME
FAX NO. / NAME
DURATION
PAGE(S)
RESULT
MODE

01/12 11:29
18668709919
00:01:13
03
OK
STANDARD

Fax to: Ditech Correspondence Dept *684699358
Fax: 866-870-9919
From: Ruorong Yu
702-505-2882

ITEMS TO BE PRODUCED

TO: Ditech Correspondence Dept, Legal Dept and Financial Dept:

Monthly Billing statements (include Debt principal, late payment penalties and interest on late payment) from July 2014 to January 2016, for the Ditech account number #684699358. Account holder: Mr. Brian Yu. for the property located 6721 Old Valley St. Las Vegas NV. 89149.

You do not need to attend the hearing.

Please send statements following address (insert add where production to be delivered):

Ruorong Yu

6721 Old Valley St

Las Vegas, NV. 89149.

Tel: 702-505-2882

Bank of America Advantage
CAIXUAN XU
6721 OLD VALLEY ST
LAS VEGAS NV 89149-3232

299
94-72/1224 NV
61112

1-27-2014
Date

Pay GREEN TREE \$ 1338.40
to the order of one thousand three hundred thirty eight ⁴⁰/₁₀₀ Dollars

Bank of America

ACH RT 122400734 Mortgage for Ruorong Yu

Memo for a member for 6721 Old Valley St
⑆122400724⑆ 501013750735⑈0299

Bank of America Advantage

CAIXUAN XU
POD RUORONG
6721 OLD VALLEY STREET
LAS VEGAS NV 89149

171
94-72/1224 NV
61112

10/3/14
Date

Pay Green Tree \$ 1338.40
to the order of ONE THOUSAND THREE HUNDRED THIRTY EIGHT ⁴⁰/₁₀₀ Dollars

Bank of America

ACH RT 122400734 Mortgage for

Memo October for 6721 Old Valley St
⑆122400724⑆ 501013750735⑈0171
for Ruorong Yu

Bank of America Advantage

CAIXUAN XU
POD RUORONG
6721 OLD VALLEY STREET
LAS VEGAS NV 89149

173
94-72/1224 NV
61112

10/3/14
Date

Pay GREEN TREE \$ 1338.40
to the order of one thousand three hundred thirty eight ⁴⁰/₁₀₀ Dollars

Bank of America

ACH RT 122400734 Mortgage for Ruorong Yu

Memo September for 6721 Old Valley St
⑆122400724⑆ 501013750735⑈0173

EXHIBIT D

Total 3 Pages



Wells Fargo Online®

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
242	09/08/14	\$10,000.00	WELLS FARGO INTEREST CHECKING XXXXXX7773

BRIAN K. YU

242

94-7014/0919 1000
000007773

9-03-2014

Pay to the Order of FRED PAGE \$ 10,000
TEN THOUSAND Dollars



FOR PLANTERS DEPT. 111 ONLY B. K. Yu
⑆322270742⑆ 6252827773⑆ 00242

1105933/28



Wells Fargo Online®

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
241	09/08/14	\$10,000.00	WELLS FARGO INTEREST CHECKING XXXXXX7773

BRIAN K. YU

241

94-7014/0919 1000
000007773

9-03-2014

Pay to the Order of FRED PAGE \$ 10,000
TEN THOUSAND Dollars



FOR ATTORNEY FDS B. K. Yu
⑆322270742⑆ 6252827773⑆ 00241

1105933/28

	Money	Date	
Blau attorney fee	2000.00	10/8/15 #.....3567	> \$3,500
Blau attorney fee	1500.00	11/29/15 #.....3567	
WaiMay Court translate	160.00	08/17/15 Cash	> \$400
WaiMay Court translate	240.00	11/30/15 #115	
Law Practice	200.00	10/06/15 #.....3567	\$3,378
Yue He translate	18.00	09/23/15 #110	
Yue He translate	30.00	09/30/15 #111	
PanJuan translate	100.00	09/02/15 #103	
Ken translate	480.00	11/25/15 #116	
Ken translate	2000.00	07/28-12-21/15 Cash	
Ken translate	350.00	110/15-10/22 Cash	
Ken translate	200.00	02/09/16 #122	
	7278.00		

The attorney fee and translate fee evidence of the original documents, by the attorney Blau inspection and verification. Or inspection and verification by the judge at the hearing.

LEGAL COST FOR D-13-478791-D FOR SUBPEONA

	Money	Date	Change
Wells Fargo	52.65	09/03/15	Bank
Wells Fargo	48.69	07/10/14	Bank
Wells Fargo	272.73	04/08/14	Bank
Wells Fargo		02/-/16	Bank
Scottade	201.75	08/10/15	Scottade
E-Trade	22.79	07/16/15	post office
E-Trade	19.99	08/11/15	post office
Wells Fargo	19.99	05/22/14	post office
Wells Fargo	19.99	06/09/14	post office
GE	19.99	07/17/15	post office
MassMutual	19.99	08/26/15	post office
Ditech	19.99	12/03/15	post office
Ditech	19.99	01/06/16	post office
Ditech	19.99	01/08/16	post office
Ditech	19.99	01/08/16	post office
GE	12.00	07/22/15	post office
GE	12.00	07/13/15	post office
GE	6.70	07/05/15	post office
Scottade	6.70	01/05/15	post office
E-Trade	6.70	01/05/15	post office
Hartford	6.70	01/05/15	post office
Herb Sachs	4.00	01/05/15	post office
GE	7.67	07/02/15	post office
GE	3.94	08/03/15	post office
MassMutual	4.65	08/05/15	post office
Janus	12.00	07/22/15	post office
GE	7.67	07/07/15	post office
E-Trade	12.00	07/22/15	post office
Ink	49.68	12/18/15	Office Dept
Fax to Ditech	4.07	01/12/16	Office Dept
BeiJing Translate	58.00	01/09/16	BeiJing
Total	993.00 ✓		

Legal Cost's evidence of the original documents, by the attorney Blau inspection and verification. Or inspection and verification by the judge at the hearing.

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Ruokong Yu
Plaintiff/Petitioner

v.
Brian Yu
Defendant/Respondent

Case No. D-13-428291-D

Dept. R

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
- OR-
- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
- ☐ \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- OR-
- ☐ \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: _____ Date 01/13/16

Signature of Party or Preparer Ruokong Yu

Heather S. Fenn
CLERK OF THE COURT

MISC

Name: RUORONG YU

Address: 6721 Old Valley St.

Las Vegas, NV 89149

Telephone: 702-505-2882

Email Address: happyruorong@gmail.com

In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

RUORONG YU

Plaintiff,

vs.

BRIAN YU

Defendant.

CASE NO.: D-B-478791-D

DEPT: R

*Supplement to Motion:
Legal Arguments and
Statement of FACTS*

for hearing Title of Document
Scheduled for February 1, 2016

Respectfully submitted by:

(Your signature)

X Ruorong

(Your name)

RUORONG YU

☒ Plaintiff / ☐ Defendant In Proper Person

LEGAL ARGUMENT & STATEMENT OF FACTS

#1 Regarding the \$176,559 illegal withdrawal, (It does not include the withdrawal of assets of GE) Defendant is still not provide any complete and accurate exhibits. Instead, Defendant merely claims some incorrect figures which unable to provide any documents to support. (See Exhibit A)

#2 Defendant has HIDDEN Federal Pension from September 2014 to June 2015 amount \$18,746. This amount shall be considered community property and divided equally. (See Exhibit B)

#3 Defendant still refuses to provide statements from Chase Bank, Gain Capital and Synchrony Bank, even the Judge clearly ordered Defendant to do so during last hearing.

#4 Statements from Mass Mutual have NO signature from any employee in Mass Mutual and it has NO legal power. All statements provided by Plaintiff have signatures. (See 01/13/16 Plaintiff motion of Exhibits.) Defendant again on suspicion of perjury (See Exhibit C)

#5 Wells Fargo bank was no longer Defendant's salary account from August 22, 2014 and his salary income has been disappearing from any existing bank records. Estimated hidden salary amount to \$98,582. (See Exhibit D)

#6 Defendant still refuses to provide full mortgage statements, Therefore, Plaintiff is unable to pay the mortgage. In addition, interest and fine has been occurred.

Solution 1: All additional interest and fine be paid by Defendant, mortgage principle and interest until Jun 2015 be paid from community property and mortgage after Jun 2015 be paid by Plaintiff.

Solution 2: Defendant pays \$20,000 to Plaintiff for 10 months mortgage delinquency, additional interest, fine and tax return set off. Plaintiff solely take responsibility for all mortgage problems.

#8 During hearing on August 17, 2015, the judge ordered Defendant to transfer all balance \$103,563 in GE account to Plaintiff's account. Defendant only transferred \$52,788 and forced Plaintiff to sign a state that to waive all other rights. However, defendant has already been informed that Plaintiff's signature on any documents written solely in English does not have any legal power. And Defendant still insisted doing so. (See Exhibit E, article 2)

#9 Opposite to Defendant's claim, Defendant claimed unable to issue 2 month checks \$3,900 to Plaintiff as alimony because the bank accounts are frozen. However, Wells Fargo accounts are not frozen but Defendant purposely choose other frozen ones. Besides, on April 15, 2014 Defendant issued \$6,300 checks to wrong attorney Mr. Fred Page (the checks supposed to issue to attorney Raymond Chau), Fred Page took \$2,100 as attorney cost for himself and returned \$4,200 to Defendant. Then Defendant no longer issued this amount any more. Therefore, Defendant shall pay \$9,600.00 (\$3,900 + \$4,200 + \$1,500 fine) to Plaintiff by a valid, effective check. \$1,500 is the punishment to warn Defendant, otherwise Defendant will purposely delay alimony or deny alimony endlessly. (See Exhibit A, F)

#10 Additional legal cost \$8,271 for additional subpoenas, attorney fees, translation fees, etc was occurred on Plaintiff because Defendant was unwilling to cooperate providing necessary statements or provided false, incorrect or expired documents. Defendant shall burden this cost upon Eight District Court Rule 5.32 for Plaintiff.

#11 Motion filed by Defendant on Jan 20, 2016 has no new supplementary or effective content or exhibits. Defendant is purposely delaying the case to be concluded AGAIN. (Exhibit G)

CONCLUSION

- #1 Divide E-Trade account ending #9250 equally.
- #2 All balance in E-Trade traditional account end in #0241 shall be awarded to Plaintiff. Because Defendant has withdrawn \$90,000 (Ti is a tax paid account) from this account without authorization or permission.
- #3 Divide Mass Mutual account equally.
- #4 Divide City of Las Vegas Accruals account equally.
- #5 Defendant shall pay alimony \$9,600 to Plaintiff.
- #6 Federal Pension shall be divided equally, amount to \$9,373 to Plaintiff.(the amount is after division)
- #7 Divide Wells Fargo accounts balance equally, amount to \$10,735 to Plaintiff. (the amount is after division)
- #8 Divide unauthorized withdrawal during JPI equally, amount to \$88,279 to Plaintiff. (the amount is after division).
- #9 Pay additional legal cost to Plaintiff, amount to 8,271.
- #10 Choose one of the two solutions above mentioned to solve the mortgage issue.
- #11 The above mentioned payment, #5, #6, #7, #8, #9, shall be paid from a capital pool combined by and in order of following accounts: Chase Bank, Synchrony Bank, E-Trade, Gain Capital accounts.
- #12 Pursue Defendant for contempt of court, perjury and suspected bribing attorney.
- #13 Defendant shall return the other Nissan Altima car key and remote control to Plaintiff.
- #14 Plaintiff request the court waive the hearing on Feb 18, 2016.

By Ruorong Yu

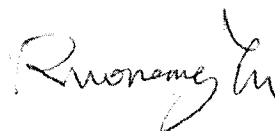


EXHIBIT "A"

Total 3 Pages

80-724-2042
-2022 training



Wells Fargo Bank, N.A.
Subpoena Processing Chandler
Po Box 29728 S3928-020
Phoenix, Az 85038
Voice: (480)724-2000

BUSINESS RECORDS DECLARATION

I, Lori Blaisdell, declare that I am employed by Wells Fargo Bank, N. A. ("Wells Fargo") in the Legal Order Processing Department and am a duly authorized and qualified witness to certify the authenticity of the attached documents and/or information produced pursuant to the legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced. I certify that the attached records:

- A) Were prepared by personnel of Wells Fargo in the ordinary course of business at or near the time of the acts, conditions or events described in the records; and
- B) It was the ordinary course of business for Wells Fargo employees or representatives with knowledge of the act, event, or condition recorded to make the record or transmit the information therein to be included in such record.

The records produced are described as follows:

Case No: 8793657

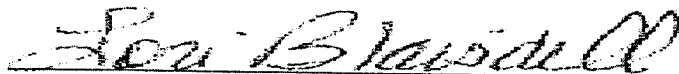
Document Type	Account #	Paper Count	Total Copies
Financial Statements	XXXXXXXXXX1998	72	72
Free Form		24	24
Statements	XXXXXX7773	420	420
Free Form		153	153
Statements	XXXXXX7773	20	20
Free Form		19	19
Statements	XXXXXXXXXX1998	2	2
Financial Statements	XXXXXX5007	73	73
Free Form		75	75
Statements			

Total Copies Delivered:

858

Additional comments: Limited to banks standard 7 year retention period.

I declare under penalty of perjury under the law(s) of the state of Nevada that the foregoing is true and correct according to my knowledge and belief. Executed on this 16th day of May, 2014, in the City of Chandler, State of Arizona.



Subpoena Processing Representative (480)724-2000

Image copies of requested transactions may be missing for the following reasons: Items not imaged, corrupted, blank, damaged, destroyed or not available, item(s) piggy-backed, electronic transaction(s). If the legal order requests certain types of loan information and other non-depository information, it was forwarded to other departments for compliance.

Case No: 8793657; Agency Case No: D13478791D



Wells Fargo Bank, N.A.
Subpoena Processing Chandler
PO Box 29728 S3928-020
Phoenix, AZ 85038
Voice: (480)724-2000

BUSINESS RECORDS DECLARATION

I, Clarissa Mejia, declare that I am employed by Wells Fargo Bank, N. A. ("Wells Fargo") in the Legal Order Processing Department and am a duly authorized and qualified witness to certify the authenticity of the attached documents and/or information produced pursuant to the legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced. I certify that the attached records:

- A) Were prepared by personnel of Wells Fargo in the ordinary course of business at or near the time of the acts, conditions or events described in the records; and
- B) It was the ordinary course of business for Wells Fargo employees or representatives with knowledge of the act, event, or condition recorded to make the record or transmit the information therein to be included in such record.

The records produced are described as follows:

Case No: 14327559

Document Type	Account #	Paper Count	Total Copies
Financial Statements	XXXXXXXXXX1998	0	0
Unable to locate statements for dates requested.			
Statements	XXXXXX7773	5	5
Statements	XXXXXX7773	114	114
CC Statements	XXXXXXXXXXXX7856	30	30
Statements	XXXXXX5007	0	0
Combined with Acct# ending in 7773			
Total Copies Delivered:			149

I declare under penalty of perjury under the law(s) of the state of Nevada that the foregoing is true and correct according to my knowledge and belief. Executed on this 13th day of January, 2016, in the City of Chandler, State of ARIZONA.

Subpoena Processing Representative (480)724-2000

Image copies of requested transactions may be missing for the following reasons: Items not imaged, corrupted, blank, damaged, destroyed or not available, item(s) piggy-backed, electronic transaction(s). If the legal order requests certain types of loan information and other non-depository information, it was forwarded to other departments for compliance.

Case No: 14327559; Agency Case No: D13478791D

WAGE INCOME --MORTGAGE --ALIMONY

BRIAN CHECKING ACCOUNT # 7773

BRIAN WAGE Date	payroll 1	payroll 2	payroll 3	SUBTOTAL MONTHLY	mortgage	alimony	Federal pension
2012/4-5	2377.94	2377.89		4755.83	1366.50	0.00	
5-6	2377.90	2377.86		4755.76	1366.50	0.00	
6-7	2377.93	2377.92	2377.93	7133.78	1366.50	0.00	
7-8	2377.94	2377.93		4755.87	1366.50	0.00	
8-9	2377.94	2377.93		4755.87	1366.50	0.00	
9-10	2377.92	2377.93		4755.85	1366.50	0.00	
10-11	2377.92	2377.94		4755.86	1349.78	0.00	
11-12	2377.94	2377.96	5777.65	10533.55	1349.78	0.00	
2012/12-2013/1	2378.02	2381.19		4759.21	1349.78	0.00	
1-2	2384.38	2384.36		4768.74	1349.78	0.00	
2-3	2384.30	2384.32		4768.62	1349.78	0.00	
3-4	2384.32	2384.37		4768.69	1349.78	0.00	
4-5	2669.24	2060.19		4729.43	1349.78	0.00	
5-6	2060.20	2060.20	2348.52	6468.92	1349.78	0.00	
6-7	2060.19	2142.34		4202.53	1350.00	4200.00	
7-8	2142.33	2127.18		4269.51	1349.78	2100.00	
8-9	2127.17	2127.18		4254.35		2100.00	
9-10	2127.16	2127.18		4254.34	2699.56	2100.00	
10-11	2127.17	2127.18	2127.17	6381.52	1398.78	2100.00	
11-12	2127.23	4270.93		6398.16	1338.40	2100.00	
2013/12-2014/1	2127.22	2129.87		4257.09	1338.40	2100.00	
1-2	2129.85	2129.86		4259.71	1338.40	2100.00	
2-3	2129.86	2129.70	2069.67	6329.23	1338.40	2100.00	
3-4	2069.67	2129.64		4199.31	1338.40	2100.00	
4-5	2129.64	2129.66		4259.3	1338.40	0.00	
5-6	2129.70	2129.70	2425.08	6684.48	1338.40	0.00	
6-7	2387.11	2129.66		4516.77	1338.40	0.00	
7-8	2129.66	2142.72		4272.38	1338.40	2100.00	
29 months total				145,004.67	37,148.96	25,200.00	\$82,656
145,004.67 - 37,148.96 - 25,200.00 = 82,655.71							
8-22	2142.72	0.00		2142.72	0.00	2100.00	
9-10	0.00	0.00		0.00	0.00	1800.00	
10-11	0.00	0.00		0.00	0.00	1800.00	
11-12	0.00	0.00		0.00	0.00	1800.00	
2014/12-2015/01	0.00	0.00		0.00	0.00	1800.00	
1-2	0.00	0.00		0.00	0.00	1800.00	

Ruony In.

EXHIBIT "B"

Total 4 Pages



GE Capital Invest Direct

GE Interest Plus
201 High Ridge Road
Stamford, CT 06905
(203) 961-2342

Via Express Mail - Priority

August 3, 2015

Ms. Rworong Yu
6721 Old Valley Street
Las Vegas, NV 89149

Subject: Subpoena Request
Yu - Investment Number: ending 7059
Case No: D-14-478791-D; Dept. No. 9

Dear Ms. Yu:

Thank you for the recent subpoena regarding GE Interest Plus, which was received on July 24, 2015.

On behalf of GE Capital Invest Direct / GE Interest Plus and in lieu of appearance, please find below the following documents and statement records regarding the investment number, ending 7059.

- Monthly Statements: April 2013, August 2014, June 2015
- Transaction history on the investment since April 2013
- Checks for amounts written for \$500 or more since April 2013

Should you have any additional questions regarding the documents provided, please do not hesitate to contact me direct at my contact information above or via email at traci.rotante@ge.com.

Very truly yours,

Traci L. Rotante,
Investment Care Manager
GE Capital Invest Direct /
GE Interest Plus

CC: Family Court & Services Center
Steven D. Grierson, Clerk of Court
601 N. Pecos Road, Ste. ADG-450; Department 9
Las Vegas, NV

Enclosures

Transaction History

Investor Name: BRIAN K YU

GE
Demand Note 93509243497059
Business #

SSN/Tax ID: 578840853

From Date: 04/01/2013
(MM/DD/YYYY)To Date: 07/24/2015
(MM/DD/YYYY)

(Running Balances in transaction history searches for periods prior to conversion to BNY Mellon are not available)

Beginning Balance : \$ 0.00

Posting Date	Balance Posted Date	Transaction Description	Amount	Available for Redemption Date	Check Number	Suspense Flag	Running Balance
07/17/2015	07/17/2015	<u>DRAFT CHECK</u>	(10000.00)		<u>1009</u>		\$ 0.00
07/13/2015	07/13/2015	<u>DRAFT CHECK</u>	(33563.45)		<u>1010</u>		\$ 10,000.00
07/13/2015	07/13/2015	<u>DRAFT CHECK</u>	(40000.00)		<u>1007</u>		\$ 43,563.45
07/01/2015	07/01/2015	<u>DRAFT CHECK</u>	(20000.00)		<u>1006</u>		\$ 83,563.45
06/30/2015	06/30/2015	<u>INTEREST</u>	89.34	06/30/2015			\$ 103,563.45
05/29/2015	05/29/2015	<u>INTEREST</u>	92.23	05/29/2015			\$ 103,474.11
04/30/2015	04/30/2015	<u>INTEREST</u>	89.18	04/30/2015			\$ 103,381.88
03/31/2015	03/31/2015	<u>INTEREST</u>	92.07	03/31/2015			\$ 103,292.70
02/27/2015	02/27/2015	<u>INTEREST</u>	83.09	02/27/2015			\$ 103,200.63
01/30/2015	01/30/2015	<u>INTEREST</u>	91.92	01/30/2015			\$ 103,117.54
12/31/2014	12/31/2014	<u>INTEREST</u>	91.25	12/31/2014			\$ 103,025.62
12/17/2014	12/17/2014	<u>ELEC INVEST RECVD</u>	1274.00	12/17/2014			\$ 102,934.37
11/28/2014	11/28/2014	<u>INTEREST</u>	87.04	11/28/2014			\$ 101,660.37
11/19/2014	11/19/2014	<u>ELEC INVEST RECVD</u>	1274.00	11/19/2014			\$ 101,573.33

10/31/2014	10/31/2014	INTEREST	88.89	10/31/2014			\$
							100,299.33
10/15/2014	10/15/2014	ELEC INVEST RECVD	1274.00	10/15/2014			\$
							100,210.44
09/30/2014	09/30/2014	INTEREST	84.76	09/30/2014			\$
							98,936.44
09/17/2014	09/17/2014	ELEC INVEST RECVD	1274.00	09/17/2014			\$
							98,851.68
08/29/2014	08/29/2014	INTEREST	86.28	08/29/2014			\$
							97,577.68
08/20/2014	08/20/2014	ELEC INVEST RECVD	1274.00	08/20/2014			\$
							97,491.40
07/31/2014	07/31/2014	INTEREST	85.22	07/31/2014			\$
							96,217.40
07/16/2014	07/16/2014	ELEC INVEST RECVD	1274.00	07/16/2014			\$
							96,132.18
06/30/2014	06/30/2014	INTEREST	81.20	06/30/2014			\$
							94,858.18
06/18/2014	06/18/2014	ELEC INVEST RECVD	1274.00	06/18/2014			\$
							94,776.98
05/30/2014	05/30/2014	INTEREST	82.61	05/30/2014			\$
							93,502.98
05/21/2014	05/21/2014	ELEC INVEST RECVD	1274.00	05/21/2014			\$
							93,420.37
04/30/2014	04/30/2014	INTEREST	78.94	04/30/2014			\$
							92,146.37
04/16/2014	04/16/2014	ELEC INVEST RECVD	1274.00	04/16/2014			\$
							92,067.43
03/31/2014	03/31/2014	INTEREST	80.27	03/31/2014			\$
							90,793.43
03/19/2014	03/19/2014	ELEC INVEST RECVD	1274.00	03/19/2014			\$
							90,713.16
02/28/2014	02/28/2014	INTEREST	73.64	02/28/2014			\$
							89,439.16
02/19/2014	02/19/2014	ELEC INVEST RECVD	1274.00	02/19/2014			\$
							89,365.52
01/31/2014	01/31/2014	INTEREST	81.72	01/31/2014			\$
							88,091.52
01/15/2014	01/15/2014	ELEC INVEST RECVD	1274.00	01/15/2014			\$
							88,009.80
12/31/2013	12/31/2013	INTEREST	80.35	12/31/2013			\$
							86,735.80
12/18/2013	12/18/2013	ELEC INVEST RECVD	1255.00	12/18/2013			\$
							86,655.45
11/29/2013	11/29/2013	INTEREST	76.45	11/29/2013			\$
							85,400.45

11/20/2013	11/20/2013	<u>ELEC INVEST RECVD</u>	1255.00	11/20/2013			\$
							85,324.00
10/31/2013	10/31/2013	<u>INTEREST</u>	77.93	10/31/2013			\$
							84,069.00
10/16/2013	10/16/2013	<u>ELEC INVEST RECVD</u>	1255.00	10/16/2013			\$
							83,991.07
09/30/2013	09/30/2013	<u>INTEREST</u>	74.12	09/30/2013			\$
							82,736.07
09/18/2013	09/18/2013	<u>ELEC INVEST RECVD</u>	1255.00	09/18/2013			\$
							82,661.95
08/30/2013	08/30/2013	<u>INTEREST</u>	75.26	08/30/2013			\$
							81,406.95
08/21/2013	08/21/2013	<u>ELEC INVEST RECVD</u>	1255.00	08/21/2013			\$
							81,331.69
07/31/2013	07/31/2013	<u>INTEREST</u>	74.17	07/31/2013			\$
							80,076.69
07/17/2013	07/17/2013	<u>ELEC INVEST RECVD</u>	1255.00	07/17/2013			\$
							80,002.52
06/28/2013	06/28/2013	<u>INTEREST</u>	70.48	06/28/2013			\$
							78,747.52
06/19/2013	06/19/2013	<u>ELEC INVEST RECVD</u>	1255.00	06/19/2013			\$
							78,677.04
05/31/2013	05/31/2013	<u>INTEREST</u>	74.66	05/31/2013			\$
							77,422.04
05/15/2013	05/15/2013	<u>ELEC INVEST RECVD</u>	1255.00	05/15/2013			\$
							77,347.38
05/13/2013	05/13/2013	<u>DRAFT CHECK</u>	(8000.00)		<u>1003</u>		\$
							76,092.38
04/30/2013	04/30/2013	<u>INTEREST</u>	75.39	04/30/2013			\$
							84,092.38
04/17/2013	04/17/2013	<u>ELEC INVEST RECVD</u>	1255.00	04/17/2013			\$
							84,016.99

Close Window

$$\$103,563 - \$97,577 = \$6,006$$

$$\$6,006 + 1274 \times 10 = 18,746$$

$$\$18,746 \div 2 = \$9,373$$

EXHIBIT "C"

Total 4 Page



December 8, 2015

BRIAN YU
7809 SNOWDEN LANE #202
LAS VEGAS, NV 89128

Plan Number: 150030 Plan: City of Las Vegas

Re: Request for account balance

Dear Mr. Yu,

Thank you for your recent inquiry regarding your MassMutual Retirement Services account. We appreciate the opportunity to service your retirement account.

Your total account balance as of the close of business June 9, 2015 was \$322,103.01.

If you have any questions concerning the information provided, please call 1-800-528-9009 toll free. Our office hours are Monday through Friday, 8 am to 8 pm, Eastern Time. One of our Service Specialists will be happy to provide assistance.

Sincerely,

Katherine
MassMutual Retirement Services

MassMutual Retirement Services (MMRS) is a division of MassMutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.

Contracts issued by Hartford Life Insurance Company. Contracts are administered by Massachusetts Mutual Life Insurance Company.



Kelley Blue Book The Trusted Resource

The defendant to provided false evidence.

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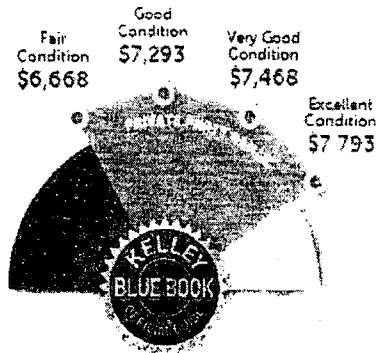
Advertisement

2005 Nissan Altima Pricing Report

Sell To Private Party



Style: 2.5 S Sedan 4D
Mileage: 70,000



Vehicle Highlights

Fuel Economy:
City 21/Hwy 27/Comb 23 MPG

Max Seating: 5

Doors: 4

Engine: 4-Cyl, 2.5 Liter

Drivetrain: FWD

Transmission: Automatic

EPA Class: Compact Cars

Body Style: Sedan

Country of Origin: Japan

Country of Assembly: United States

Private Party Values valid for your area through
2/20/2014

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

4-Cyl, 2.5 Liter

Transmission

Automatic

Drivetrain

FWD

Comfort and Convenience

Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
CD (Single Disc)

Safety and Security

Dual Air Bags

Wheels and Tires

Steel Wheels

Glossary of Terms

Kelley Blue Book® Trade-in Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options included.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.



Vianca T. Diaz
Paralegal -- Law Department

Massachusetts Mutual Life Insurance Company
1295 State Street, B430
Springfield, MA 01111
Tel: 413-744-3328
Fax: 413-226-4268
viancadiaz@massmutual.com

September 17, 2015

VIA OVERNIGHT MAIL

Ruorong Yu
6721 Old Valley Street
Las Vegas, NV 89149

*Re: Subpoena - Yu v. Yu
Case No. D-13-478791-D*

Dear Ms. Yu:

In response to your subpoena, dated August 25, 2015, issued in the above referenced matter to Massachusetts Mutual Life Insurance Company ("MassMutual"), I enclose documents Bates-numbered MM000001 to MM000088.

Please note that certain privileged and confidential client information not provided in the subpoena has been redacted from our production.

Also enclosed is the original copy of your subpoena returned to you as requested.

Should you have any questions or concerns please do not hesitate to contact me directly at (413) 744-3328.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Vianca T. Diaz', written over a horizontal line.

Vianca T. Diaz

Enclosures



Stock #

Used Car Appraisal

Date 9-17-13 Year 2005 Color White
Customer Name: (First) KEVIN - RUORONG Make Nissan Body Sedan
(Last) YU Model Altima # of Doors 4
Phone VIN Trim Level 2.5S Salesman TCB
VIN 1N4AL11D85N480651

B=81 C=82 D=83 E=84 F=85 G=86 H=87 J=88 K=89 L=90 M=91 N=92 P=93 R=94 S=95 T=96 V=97 W=98 X=99 Y=00 Z=01 2=02

THE ODOMETER READS

192187

Other Options

- Has the vehicle ever been involved in an accident? Yes ☐ No ☒ (1)
Are you the original owner of the trade vehicle? Yes ☒ No ☐
The Odometer & Speedometer are currently operating? Yes ☒ No ☐
The Odometer has been replaced/reset? Yes ☐ No ☒
The Odometer mileage has exceeded 99,999? Yes ☐ No ☒
Vehicle title salvaged / rebuilt? Yes ☐ No ☒

Equipment Changes:

- ☒ 4 Cylinder
☐ 6 Cylinder
☐ 8 Cylinder
☐ 10 Cylinder
☐ Turbo
☐ Diesel
☒ Automatic
☐ Manual
☒ Power Steering
☒ A/C
☐ Rear A/C
☒ Power Windows
☒ Power Locks
☒ Power Doors
☒ Tilt Wheel
☒ Cruise
☐ Navigation System
☐ Quad Seating
☐ Power Seat
☐ Dual Power Seats
☐ Heated Seats
☐ Flip-up Sunroof
☐ Moonroof (glass)
☒ AM/FM
☐ Cassette
☒ Compact Disc
☐ CD Stacker/Changer
☐ Premium Sound
☒ ABS
☐ Leather Trim
☐ DVD
☐ Entertainment System
☒ Side Airbags
☐ Rear Spoiler
☐ Alloy Wheels
☐ Premium Wheels
☐ All Wheel Drive
☐ Trucks/SUV
☐ Short Box ☐ Long Box
☐ Third Row Seat
☐ Dual Rear Wheels
☐ 2 Wheel Drive
☐ 4 Wheel Drive
☐ Camper/Shell
☐ Bedliner
☐ RR Sliding Window

BM2 (MAX)

3995

APRAISER

EXHIBIT "D"

Total 6 Page

Brian's wage on Wells Fargo

#7773, #5007	Balance	Deposit wage	#5007 saving	Withdrew/Subtraction	withdrew
2014	checking, saving	checking			
1-2	17,429.88				
2-3	16,649.79	4259.67			
3-4	15,781.05	4199.42			
4-5	21,129.99	4297.44	5000.00	ATM 600.	
5-6	23,620.67	6684.64		ATM 1900.	
6-7	21,648.99	4516.94		ATM 1500.	
7-8	21,471.60	4715.71			
8-9	46,682.63	2142.93	58,400.00	#237-6000, #244-800	#241-10,000, #242-10,000
9-10	43,925.44	0.22			
10-11	25,896.94	0.03	20,000.00	#278- - 15,000.	
11-12	22,973.96	0.02			
2015					
12-1	19,691.88	0.04	5000.00	check 700.	
1-2	17,446.79	0.04	4000.00		
2-3	15,116.12	0.03			
3-4	13,255.44	0.03	5000.00		
4-5	11,442.56	0.05			
5-6	8,642.83	0.03			
6-7	7,815.97	0.05	4000.00		
7-8	5,853.07	0.03			
8-9	9,903.19	0.06	6000.00		
9-10	7,953.30	0.05			
10-11	10,003.40	0.03	4000.00		
11-12					
				total 26,500	total 20,000

Ruoreng Lu



Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo® Interest Checking	2	6252827773	18,991.86	19,407.44
Wells Fargo Money Market Savings™	4	3266705007	4,138.13	4,213.23
Total deposit accounts			\$21,129.99	\$23,620.67

Wells Fargo® Interest Checking

Activity summary

Beginning balance on 5/15	\$16,991.86
Deposits/Additions	6,684.64
Withdrawals/Subtractions	- 4,269.06
Ending balance on 6/13	\$19,407.44

Account number: 6252827773

BRIAN K YU

Nevada account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 321270742

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Line of Credit - 8501580175-1998
- Savings - 000003266705007

Interest summary

Interest paid this statement	\$0.16
Average collected balance	\$18,905.17
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.16
Interest paid this year	\$0.81

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
5/16		Las Vegas Payroll Payroll xxxxx0853 Yu Brian Kwok-Sheung	2,129.70 ✓		19,121.56
5/19		ATM Withdrawal - 05/17 Mach ID 4663M Spring Mtn-Jones Las Vegas NV 0005 0006048		300.00 ✓	18,821.56
5/20		Recurring Transfer to Yu B Savings Ref #Opeqwp284 xxxxxx5007		75.00	18,746.56
5/27		ATM Withdrawal - 05/24 Mach ID 4663M Spring Mtn-Jones Las Vegas NV 0005 0008267		300.00 ✓	
5/27	^ 200	Chevron Check Pymt 140524 00200 0000067061591006509110		83.77	18,362.79
5/29		POS Purchase - 05/28 Mach ID 000000 Costco Gas 0685 Las Vegas NV 0005 00584149065111109 ?McC=5542		38.44	18,324.35
5/30		Las Vegas Payroll Payroll xxxxx0853 Yu Brian Kwok-Sheung	2,129.70 ✓		
5/30		Withdrawal Made In A Branch/Store		400.00 ✓	20,054.05

ATM \$19,000.00



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
6/5		ATM Withdrawal - 06/05 Mach ID 8481F 7590 W Lake Mead Las Vegas NV 0005 0009444		300.00	19,754.05
6/6	^ 203	Cox Comm - Las Check Pymt 080514 00203		47.95	19,706.10
6/9		ATM Withdrawal - 06/07 Mach ID 4663M Spring Mtn-Jones Las Vegas NV 0005 0002736		300.00	
6/9		POS Purchase - 06/07 Mach ID 000000 Smiths 4840 W Desert Las Vegas NV 0005 00304158788372914 ?McC=5411		200.71	
6/9		Online Transfer Ref #tbe2Mqk3Vx to VISA Signature Card XXXXXXXXXXXX4333 on 06/09/14		368.91	
6/9	^ 202	Greentree Servic Check Pymt 080714 00202 xxxxx9358		1,338.40	
6/9	206	Check		125.00	17,373.08
6/10	^ 204	Southwest Gas CO Check Pymt 080914 00204		23.30	17,349.78
6/12		ATM Withdrawal - 06/12 Mach ID 4663M Spring Mtn-Jones Las Vegas NV 0005 0004129		300.00	
6/12	207	Check		25.15	17,024.63
6/13		Las Vegas Payroll Payroll xxxxx0853 Yu Brien Kwok-Sheung	2,425.08		
6/13	^ 208	Allied Waste Svc Check Pymt 081214 00208		42.43	
6/13		Interest Payment	0.16		19,407.44
Ending balance on 6/13					19,407.44
Totals			\$6,684.64	\$4,269.06	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ Converted check: Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
200	5/27	83.77	204	6/10	23.30	207	6/12	25.15
202 *	6/9	1,338.40	206 *	6/9	125.00	208	6/13	42.43
203	6/6	47.95						

* Gap in check sequence.

Other Wells Fargo Benefits

Is your family ready for college?

If you could use some extra help planning and preparing financially for college, we can help.

Get ready for college at wellsfargomedia.com/GetCollegeReady, or schedule an appointment to speak with a local banker at wellsfargo.com/appointments.

☐ Did you know that you can review your safe deposit box information through Wells Fargo Online Banking? Sign on to online banking and go to your account summary page. Check it out today.

Other Wells Fargo Benefits



automatic payment (ACH) transaction - and this is typically one to three days AFTER you made the purchase. When the purchase amount is sent to Wells Fargo for payment, the transaction will be paid with funds in your account, or if your account has insufficient funds to cover the transaction we may pay the transaction into overdraft (at the bank's discretion), or return it unpaid. If the transaction is paid into overdraft or returned unpaid, you may be assessed an overdraft or returned item fee. If the item is returned, the merchant may also charge a returned item fee and they will more than likely resubmit the transaction which could cause additional fees if there is not enough money in the account. As a result, it is very important for you to keep track of these purchases to avoid overspending.

Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo® Interest Checking	2	6252827773	17,108.15	46,644.13
Wells Fargo Money Market Savings™	4	3266705007	4,363.45	38.50
Total deposit accounts			\$21,471.60	\$46,682.63

Wells Fargo® Interest Checking

Activity summary

Beginning balance on 8/15	\$17,108.15
Deposits/Additions	60,542.93
Withdrawals/Subtractions	- 31,006.95
Ending balance on 9/15	\$46,644.13

Account number: 6252827773

BRIAN K YU

Nevada account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 321270742

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Line of Credit - 6501590175-1998
- Savings - 000003266705007

Interest summary

Interest paid this statement	\$0.21
Average collected balance	\$24,146.18
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.21
Interest paid this year	\$1.33

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
8/19	^ 230	Southwest Gas CO Check Pymt 081814 00230		14.08	17,094.07
8/20		Recurring Transfer to Yu B Savings Ref #0peqxqz2LI xxxxxx5007		75.00	17,019.07
8/22		Lasvegas Payroll Payroll xxxxx0853 Yu Brian Kwok-Sheung	2,142.72		



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
8/22	237	Check			
8/25	236	Check		6,000.00 ✓	13,161.79
8/28	235	Check		2,100.00	11,061.79
8/29		Online Transfer From Yu B Savings xxxxxx5007 Ref #lbexqxc246 on 08/29/14	4,400.00	565.68	10,496.11
9/2		Deposit	29,000.00		14,896.11
9/2	^ 234	Chevron Check Pymt 140824 00234 0000007061591006509110		130.31	43,765.80
9/3	239	Check		200.00	43,565.80
9/4	^ 238	Geico Checkpymt 140903 00238		273.20	43,292.60
9/8		POS Purchase - 09/06 Mach ID 000000 Smiths 2211 N. Rampart Las Vegas NV 0005 00384249630821768 7McC=5411		96.55	
9/8	241	Check		10,000.00 ✓	
9/8	242	Check		10,000.00 ✓	
9/8	243	Check		125.00 ✓	23,071.05
9/11		Deposit	25,000.00		48,071.05
9/12		Online Transfer Ref #lbe5Kn87KS to VISA Signature Card XXXXXXXXXXXX4333 on 09/12/14		579.16	
9/12	^ 240	Cox Comm - Las Check Pymt 091114 00240		47.97	
9/12	244	Check		800.00 ✓	46,643.92
9/15		Interest Payment	0.21		46,644.13
Ending balance on 9/15					46,644.13
Totals			\$60,542.93	\$31,006.95	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ **Converted check:** Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
230	8/19	14.08	237	8/22	6,000.00	241	9/8	10,000.00
234 *	9/2	130.31	238	9/4	273.20	242	9/8	10,000.00
235	8/28	565.68	239	9/3	200.00	243	9/8	125.00
236	8/25	2,100.00	240	9/12	47.97	244	9/12	800.00

* Gap in check sequence.

Other Wells Fargo Benefits

Borrowing options to help you meet your goals

What if you could reduce your higher interest rate loan payments, be prepared for the unexpected, pay for education costs, or remodel your kitchen? Would you? We can work with you to help you find the borrowing options that may be right for you, including:

- Auto Loans
- Credit Cards
- Home Equity Loans or Lines of Credit
- Personal Loans or Lines of Credit
- Private Student Loans

Learn more today at wellsfargo.com/borrowing.



Wells Fargo® Interest Checking

Activity summary

Beginning balance on 10/16	\$3,811.51
Deposits/Additions	20,000.03
Withdrawals/Subtractions	- 18,133.28
Ending balance on 11/17	\$5,678.26

Account number: 6252827773

BRIAN K YU

Nevada account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 321270742

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Line of Credit - 6501580175-1998
- Savings - 000003266705007

Interest summary

Interest paid this statement	\$0.03
Average collected balance	\$3,020.22
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.03
Interest paid this year	\$1.58

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/17	276	Check			
10/20		Recurring Transfer to Yu B Savings Ref #Opexrl283Q xxxxxx5007		1,800.00	2,011.51
10/24		Online Transfer From Yu B Savings xxxxxx5007 Ref #lbe8H3Lbr on 10/24/14	18,000.00	75.00	1,936.51
10/24	278	Check			
10/31	^ 280	Cox Comm - Las Check Pymt 103014 00280		15,000.00	2,936.51
10/31	^ 279	Chevron Check Pymt 141031 00279 0000007061591006509110		48.00	
11/13	281	Check		107.67	2,780.84
11/14		Online Transfer From Yu B Savings xxxxxx5007 Ref #lbe8H857MG on 11/14/14	4,000.00	125.00	2,655.84
11/14		Online Transfer Ref #lbe6Fp3Wd to VISA Signature Card XXXXXXXXXXXX4333 on 11/14/14		977.61	5,678.23
11/17		Interest Payment	0.03		5,678.26
Ending balance on 11/17					5,678.26
Totals			\$20,000.03	\$18,133.28	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ **Converted check:** Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

EXHIBIT "E"

Total 2 Page

Received / Certified Copy

Requestor

R YU

12/20/2007 10:21:22 72080247688

Book/Instr 20080220-2001728

Off. Seal Page Count 1

Fees \$14.00 L.C. Fee \$25.00

APN No.: 125-45-678-910
Recroding requested by and mail documents to:

Name: Ruorong YU
Address: 6721 Old Valley Road
City/State/Zip Las Vegas Nevada 89149

Debbie Conway
Clark County Recorder

AFFIDAVIT OF RUORONG YU

State of Nevada)
County of Clark)ss

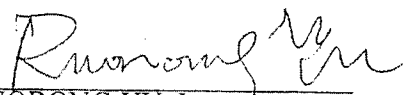
I, RUORONG YU, first being duly sworn, states and declare as follows:

1. That I have no intentions of divorcing my husband, BRIAN K. YU, with whom I was married on or about March 8, 2002 and with whom we reside at 6721 Old Valley Street, Las Vegas, Nevada 89149; Assessor Description: Sierra Hills Unit 1, Plat Book 111 Page 56, Lot 56 Block E.

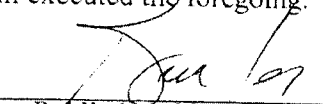
2. That I do not speak or read English and understand only Chinese Mandarin; that I hereby revoke a) any documents previously signed by me if said document gives away or divests me of any community property interest or b) any documents which I may sign in the future if said document divests me of any community property interest.

3. That this Declaration has been translated to me in Chinese prior to my signature and a copy shall be as effective as the original.

DATED this 19th day of December, 2007.


RUORONG YU, In proper person

SUBSCRIBED and SWORN to before me on the date above-written, appeared Ruorong Yu whom executed the foregoing.


Notary Public in said State and County

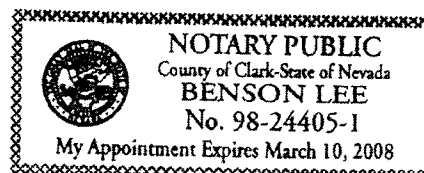


Exhibit 12



20080320-0000758

Fee: \$14.00

N/C Fee: \$25.00

03/20/2008

10:20 22

T20080047688

Requestor:

R YU

Debbie Conway

CWC

Clark County Recorder Pgs: 1

APN No.: 125-45-678-910

Recording requested by and mail documents to:

Name: BENSON LEE, ESQ.

Address: 912 E. SAHARA

City/State/Zip LAS VEGAS, NV 89104 T: (702) 477-7030

AFFIDAVIT OF RUORONG YU

State of Nevada

County of Clark

} ss

I, RUORONG YU, first being duly sworn, states and declare as follows:

1. That I have no intentions of divorcing my husband, BRIAN K. YU, with whom I was married on or about March 8, 2002 and with whom we reside at 6721 Old Valley Street, Las Vegas, Nevada 89149; Assessor Description: Sierra Hills Unit 1, Plat Book 111 Page 56, Lot 56 Block E.

2. That I do not speak or read English and understand only Chinese Mandarin; that I hereby revoke a) any documents previously signed by me if said document gives away or divests me of any community property interest or b) any documents which I may sign in the future if said document divests me of any community property interest.

3. That this Declaration has been translated to me in Chinese prior to my signature and a copy shall be as effective as the original.

DATED this 19th day of December, 2007.

Ruorong Yu
RUORONG YU, In proper person

SUBSCRIBED and SWORN to before me on the date above-written, appeared Ruorong Yu whom executed the foregoing.

[Signature]
Notary Public in said State and County

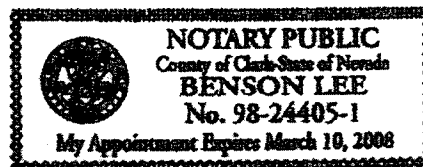


EXHIBIT "F"

Total 2 Page

12:23:52 PM

RUORONG YU



12/21/2015

4400 6635 2227 3567 | CCA

General | Account Activity | Event History

Search

Statement

Go to: CURRENT ACTIVITY

Transaction

Type:

Amount

From:

To:

RETRIEVE

RESET

Account Balance

Credit Line

\$8,000.00

Credit Available:

\$7,708.16

Days in Cycle:

Closing Date: 1/14/2016

Total Min. Pymt. Due:

Payment Due Date:

Statement of Transaction

Results

<input type="checkbox"/>	12/17/2015	ST SUPERMARKET LOS VEGAS	312758	Purchases	
<input type="checkbox"/>	12/19/2015	ADT SECURITY*069771327 80	\$52.78	Purchases	
<input type="checkbox"/>	12/21/2015	OFFICE DEPOT #2277 LAS VE	\$49.68	Purchases	
<input type="checkbox"/>	12/21/2015	NEVADA DMV 44 775-684-450	\$513.00	Purchases	
<input type="checkbox"/>	12/22/2015	BUFFET AT ASIA II LAS VEG	\$31.27	Purchases	
<input type="checkbox"/>	12/22/2015	COACH INC 5141 LAS VEGAS	\$232.52	Purchases	
<input type="checkbox"/>	12/22/2015	STAR NURSERY 1004 LAS VEG	\$5.51	Purchases	
<input type="checkbox"/>	12/24/2015	MCCARRAN AIRPT PARKING LA	\$2.00	Purchases	
<input checked="" type="checkbox"/>	12/28/2015	RETURNED PAYMENT UNPAID	\$1,950.00	Payments	
<input type="checkbox"/>		TEMPORARY AUTHORIZATIONS	\$0.00		
<input type="checkbox"/>	12/28/2015	FSI*LV WATER DISTRICT	\$20.54		

Transaction Details

Transaction Acct #: 4400663522273567

Account Type: VISA

Merchant Category Code (MCC) / Description:

Transaction Date: 12/21/2015

Reference Number: 35506005750006733616943

MORE

BRIAN K. YU
7809 SNOWDEN LN., UNIT 202
LAS VEGAS, NV 89128-3886

80-7182 40957
3222

126

DATE 12-15-2015

PAY TO THE
ORDER OF

RUORONG YU

\$1,950.00

ONE THOUSAND NINE HUNDRED FIFTY

DOLLARS



Security Features
Included
Details on Back

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

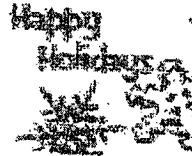
MEMO

⑆32227⑆627⑆

628107299⑈0126

[Signature]

B. Yu
7809 SNOWDEN LANE #202 LAS VEGAS NV 890
LAS VEGAS, NV 89128



BRIAN K. YU
7809 SNOWDEN LN., UNIT 202
LAS VEGAS, NV 89128-3886

80-7182 40957
3222

127

DATE 1-15-2016

PAY TO THE
ORDER OF

RUORONG YU

\$1,950.00

ONE THOUSAND NINE HUNDRED FIFTY

DOLLARS



Security Features
Included
Details on Back

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

⑆32227⑆627⑆

628107299⑈0127

[Signature]

EXHIBIT "G"

Total / Page

告訴你的兩個好消息：

一、我的律師走了，我將不會再請律師，將配在法庭上自我辯護，你的律師在庭上胡談八道，不受反駁的日子結束了，官司再拖兩年我也無所謂 (Court interpreter will read aloud this exhibit on the 2/1/16 hearing)

二、最近我發現我 2004-2005 寫的英文日記存在一個遺忘了的 USB-2 DRIVE 上，擁有萬的反駁離婚訴訟書上錢你爭 CANDO 時的偽視謊言。

*

*

*

十年以觀察其美你還是跟仿一樣奸詐
喜歡心術不正會有作偽嗎？只要不賣假酒
繼續做酒郎還是蠻適合的。

BRIAN K. YU

302

04-7074/8212 1825
625282773

4-15-2015

Pay to the
Order of

RUORONG YU

\$ 1,800.00

EIGHTEEN HUNDRED

Dollars

1

100



Bank of America
N.A.
Member
FDIC

For 4-2015

03282707420 6252827773 00302

EXHIBIT 4

Account Profile

Account Rep.	Account # 67740241	Create Time Apr 30 2003 12:00:00:000AM PST
RTAO Flag SPOE/BFDS	Comments	Enrollment Date
RTAO Fund Type	IRA Funding Info(Year:Amount)	Account Agreement
Registration Type Individual	Account Status Account Opened	W-8BEN
Requested Trading Level Cash/Margin	Approved Trading Level Cash/Margin	Product Code RTL
Marketing Source Code		
Link to User ID EB3836	Inserts	

Account Holder

First Name BRIAN	Middle Name K	
Last Name S YU		
Entity Name		
SSN/TIN 578840853	Date of Birth 01/01/1900	
Country of Citizenship United States		
Country of Residence United States		
Other ID		
Country of Issuance		
Address? Home		
Mailing address1 6721 old valley st		
Mailing address2		
City LAS VEGAS	State NV	Zip Code 89149
Province	International Postal Code	
Country United States		
Home Phone 7027350698	Work Phone	
Other Phone	Your e-mail address	
Date Of Trust Setup	Marital Status	

SSN/TIN

578840853

Date of Birth

01/01/1900

Country of Citizenship

United States

Country of Residence

United States

Other ID

Country of Issuance

Address? Home

Mailing address1

6721 old valley st

Mailing address2

City

LAS VEGAS

State

NV

Zip Code

89149

Province

International Postal Code

Country

United States

Home Phone

7027350698

Work Phone

Other Phone

Your e-mail address

Date Of Trust Setup

Marital Status

Account Information Profile

Investment Objectives

Growth

Annual Income

Total Net Worth Excluding Home

Liquid Network

Account Maintenance Fee

Accounts at other brokerage firms or mutual fund companies?

Type Of firm

Investment Experience and

Knowledge

Employer

Business Address

Occupation

Please Specify

Broker/Dealer

Specify Company(If Officer/Director, 10% shareholder)

N

Between investment choices

ETRADE Muni Money Market Fund

Account Profile

Account Rep.	Account # 68599250	Create Time Apr 30 2003 12:00:00:000AM PST
RTAO Flag SPOE/BFDS	Comments	Enrollment Date
RTAO Fund Type	IRA Funding Info(Year:Amount)	Account Agreement
Registration Type IRA - Coverdell ESA	Account Status Account Opened	W-8BEN
Requested Trading Level Cash	Approved Trading Level Cash	Product Code RTL
Marketing Source Code		
Link to User ID EA8760	Inserts	
Account Holder		

First Name BRIAN	Middle Name
---------------------	-------------

Last Name
YU

Entity Name

SSN/TIN 578840853	Date of Birth 06/16/1937
----------------------	-----------------------------

Country of Citizenship
United States

Country of Residence
United States

Other ID

Country of Issuance

Address? Home

Mailing address1
2721 old valley st

Mailing address2

City LAS VEGAS	State NV	Zip Code 89149
-------------------	-------------	-------------------

Province	International Postal Code
----------	---------------------------

Country
United States

Home Phone 7028690993	Work Phone
--------------------------	------------

Other Phone	Your e-mail address
-------------	---------------------

Date Of Trust Setup	Marital Status
---------------------	----------------

SSN/TIN

578840853

Date of Birth

06/16/1937

Country of Citizenship

United States

Country of Residence

United States

Other ID

Country of Issuance

Address? Home

Mailing address1

2721 old valley st

Mailing address2

City

LAS VEGAS

State

NV

Zip Code

89149

Province

International Postal Code

Country

United States

Home Phone

7028690993

Work Phone

Other Phone

Your e-mail address

Date Of Trust Setup

Marital Status

Account Information Profile

Investment Objectives

Growth

Annual Income

Total Net Worth Excluding Home

Liquid Network

Account Maintenance Fee

Accounts at other brokerage firms or mutual fund companies?

Type Of firm

Investment Experience and
Knowledge

Employer

Business Address

Occupation

Please Specify

Broker/Dealer

Specify Company (If Officer/Director, 10% shareholder)

N

Between investment choices

ETRADE Govern Money Market Fund

CITY OF LAS VEGAS
STATEMENT OF ACCOUNT

PAGE 3 OF 9

OCTOBER 1, 2002 - DECEMBER 31, 2002



FOR QUESTIONS ABOUT YOUR STATEMENT AND ANY TRANSACTIONS, PLEASE CALL: **1-800-528-9009**

Call Us! Contact our Customer Service Center at the number listed above Monday through Friday 8:00 am - 8:00 pm ET.

Write Us! Hartford Life Insurance Company; P.O. Box 1583; Hartford, CT 06144-1583. Be sure to include the plan's group number in your correspondence.

Connect with Us! Through *HartfordOnline* at <http://retire.hartfordlife.com>.

Brian K Yu 001153
7809 Snowden Lang #202
Las Vegas NV 89128

GROUP NUMBER: 0107846

PERIOD SUMMARY

October 1, 2002 to December 31, 2002

HISTORICAL SUMMARY

Since Established April 26, 2000

HTFD BEGINNING BALANCE	\$24,936.17	
NET CONVERSIONS	\$0.00	
CONTRIBUTIONS	\$384.62	\$33,475.71
NET WITHDRAWALS	\$25,557.79(-)	\$25,557.79(-)
PLAN AND CONTRACT FEES*	\$0.00	
CHANGE IN VALUE	\$237.00	
HTFD ENDING BALANCE 12/31/2002 ✓	\$0.00 ✓	

00010153085310784605219



* Plan and Contract Fees may include items such as an annual maintenance fee, per participant charge, deferred sales charge and other charges authorized by your plan. Other charges may be deducted from your account and may or may not be reflected here, including charges assessed under the contract, its separate accounts or by the underlying funds. For a complete description of all charges that may apply, refer to the prospectus or disclosure materials, whichever is applicable, for your retirement program and its related contract.

This statement reflects transactions received by the company prior to the period ending date. Additional transactions may be in transit and will be reflected in your next statement.

July 1, 2016

Ruorong Yu
6721 Old Valley Street
Las Vegas, NV 89149

Via FedEx

Re: Subpoena Duces Tecum – Brian Yu (Case No. D13-478791-D)

Dear Ms. Yu,

Pursuant to the above referenced Subpoena for documents, issued by the District Court, Clark County, Nevada on June 13, 2016, we searched our customer database, which contains both current and historical customer account information, and we can confirm that Brian Yu is a customer of GAIN Capital Group, LLC ("GAIN Capital"). The details of his account are as follow:

1. Brian Yu – Account No. 10126610 [Individual, Self-directed Account] Account balance: \$12,663.27; Account opened on or around March 20, 2007. Current account status: Frozen.

In response to the request for documents, the following items are included in the enclosed CD Rom:

1. Item 1 – Monthly account statements from November 1, 2015 to present. The account statements reflect all account activity and balances.

Please note that Mr. Yu did not make any deposits or withdrawals during the time period specified in the Subpoena. No records of such transactions therefore exist.

We hope that the information and the documentation that we are providing in this response are helpful to you. Should you have any questions, please contact us directly at USLegal@GAINCapital.com or at 908-212-3917.

Kind Regards,



Alex Bobinski

Chief Executive Officer

GAIN Capital Group, LLC

Navigator

Favorites

Close
Preferences Help Window**Payslip**

For any questions or concerns, contact the CLV Payroll Section @ (702)229-6828 or
payrollsection@lasvegasnevada.gov

Choose a Payslip 11-DEC-2015 - 960337 - Check 1

Go

Employee	Brian K. Yu	Employer name	OM - Facilities Management
Employee Number	960337	Organization	OM - Facilities Management
Location	OM FAC MANAGEMENT *	Bargaining Unit	CEA
Position	014826.RG.R.19450.Sr	Grade	CC.48.1
	Engineering Associate.REGULAR..		
Employee Address	7809 Snowden Lane #202		
	Las Vegas		
	NV		
	89128		

Pay Period and Salary

Pay Period	Payment Date	Pay Begin Date	Pay End Date	Pay Rate	Annual Salary
Bi-Week	11-Dec-2015	22-Nov-2015	05-Dec-2015	3748.98	97473.59

Summary

Current or YTD	Gross	Pre-Tax	Taxes	Deductions	Net Pay
Current	7118.66	846.15	1668.26	26.23	4578.02
YTD	110284.90	21153.75	22024.52	655.51	66451.12

Hours and Earnings

Description	Start Date	End Date	Current Hours	Current Amount	YTD Hours	YTD Amount
Bonus Pay				0.00		4620.30
Longevity Pay				318.67		7736.80
Vac Sellback			60.00	3051.00	60.00	3051.00
Last Bday Hol Pay				0.00	10.00	511.90
Holiday Off			10.00	468.63	80.00	3775.69
Jury Duty				0.00	2.50	118.49
Sick Used				0.00	95.25	4501.44
Vac Used			20.00	937.26	165.00	7775.04
Regular Hours			50.00	2343.10	1657.25	78194.24

Rate Details

Pre-Tax Deductions			Taxes		
Description	Current	YTD	Description	Current	YTD
MassMu Flat DC	634.61	15865.25	Federal Tax	1565.04	20425.39
MassMu Flat DC Catchup	211.54	5288.50	Medicare	103.22	1599.13

After-Tax Deductions			Accruals	
Description	Current	YTD	Description	Balance
SupLifeEE Ins	9.51	237.75	Banked	0.00
Basic Life_DEP Ins	0.12	3.00	LV Vac	494.63
CEA Dues	16.60	414.76	LV FMLA	480.00
			LV Sick	994.84
			LV TILO	0.00
			LV Birthday	1.00
			LV Sick Surplus	199.09

Tax Withholding Information

Type	Marital Status	Exemptions	Secondary Exemptions	Additional Amount	Override Amount	Override Percentage
Federal	Single	0		100.00	0.00	0
Nevada	No State Withholding Tax	0		0.00	0.00	0

Net Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
230047242				4578.02

Other Information

Description Value

Estimated employee PERS contribution 553.48

The PERS Act requires that employees pay half of their retirement contribution through a reduction in current wage or a reduction in a planned increase. PERS is required to give the employee credit towards their 36 month highest average for PERS eligible compensation. The estimation listed is based on regular retirement contributions, not Public Safety retirement. Contact PERS @ 866-473-7768 with any questions on retirement benefits.

[Back](#)

TP Pay Distribution

Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
No results found.				

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