

EXHIBIT 1

1 **WRTE**
2 **ROBERT O. KURTH, JR.**
3 Nevada Bar No. 4659
4 **KURTH LAW OFFICE**
5 3420 N. Buffalo Drive
6 Las Vegas, NV 89129
7 Tel.: (702) 438-5810
8 Fax: (702) 459-1585
9 E-mail: kurthlawoffice@gmail.com
10 Attorney for Plaintiff

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

13 **RUORONG YU,**

14 Plaintiff,

15 vs.

16 **BRIAN YU,**

17 Defendant.

Case No. D-13-478791-D
Dept. R

18 **WRIT OF EXECUTION**

19 X Earnings X Other Property
20 Earnings, Order of Support

21 **THE STATE OF NEVADA TO THE SHERIFF OR CONSTABLE OF THE**
22 **COUNTY OF CLARK, GREETINGS:**

23 **E-TRADE SECURITIES LLC**
24 **ATTN: Legal Team**
25 **P.O. Box 484**
26 **Jersey City, NJ 07303-0484**

27 On or about June 9, 2015, the FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND DECREE OF DIVORCE in the above-referenced matter were entered resulting in a
JUDGMENT in favor of the Plaintiff, Ruorong Yu, and against the Defendant, Brian Yu, for
ONE-HALF of the E-TRADE accounts, etc. Further, on or about April 26, 2016, a

JUDGMENT pursuant to the ORDER FROM HEARING was entered for amounts due pursuant to the Findings of Fact, Conclusions of Law, and Decree of Divorce filed on or about June 9, 2015, and the Order After Hearing filed on or about April 26, 2016, by Dept. R of the Eighth Judicial District Court, Family Division, for Clark County, Nevada; upon which there is due in United States Currency the following amounts, which was entered in this action IN FAVOR OF the Plaintiff, RUORONG YU, as Judgment Creditor, AND AGAINST the Defendant, BRIAN YU aka BRIAN KWOK SHEUNG YU, DOB: 06/16/1937, S.S.No. ----0853, U ("BRIAN"), as Judgment Debtor. Interest and costs have accrued in the amounts shown. Any satisfaction has been credited first against total accrued interest and costs, leaving the following net balance, which sum bears interest at 5.25% per annum (N.A.) on the minimum of \$88,000.00, \$12.65 per day (N.A.), from issuance of this Writ to date of levy and to which sum must be added all commissions and costs of executing this Writ.

JUDGMENT BALANCE

Child Support Principal	\$0.00
Spousal Support Principal	\$0.00
Judgment Principal	\$88,000.00
Pre-Judgment Interest	\$ 2,695.00
Attorney's Fees	\$ 0.00
Costs	\$ 0.00
JUDGMENT TOTAL	\$90,695.00
Accrued Costs	\$ 0.00
Accrued Attny's fees	\$2,500.00
Accrued Interest	\$ 0.00
Less Satisfaction	(\$0.00)
NET BALANCE	\$93,195.00

AMOUNTS TO BE COLLECTED BY LEVY

NET BALANCE	\$93,195.00
Fee this Writ	
Garnishment Fee	5.00
Mileage	
Levy Fee	
Advertising	
Storage	
Interest from Date of Issuance	
SUB-TOTAL	
Commission	
TOTAL LEVY	

NOW, THEREFORE, you are commanded to satisfy the Judgment for the total amount due out of the following described personal property and if sufficient personal property cannot be found, then out of the following described real property: Any and all accounts, monies, stock, bonds, etc., due, owing or accruing to or held by or on behalf of BRIAN YU aka BRIAN KWOK SHEUNG YU, DOB: 06/16/1937, S.S.No. ----0853, including but not limited to Account #67740241 and Account #68599250 held by or for him with E-TRADE SECURITIES LLC, or their affiliates. If stock, said stock should be sold and liquidated and the monies provided to RUORONG YU.

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1 **EXEMPTIONS WHICH MAY APPLY TO THIS LEVY**

2 (Check appropriate paragraph and complete as necessary)

3 X Property other than wages. The exemption set forth in NRS 21.090 or in other applicable
4 Federal Statutes may apply; consult an attorney.

5 X Earnings

6 The amount subject to garnishment and this Writ shall not exceed for any one pay period
7 the lessor of:

8 A. 25% of the disposable earnings due the judgment debtor for the pay period, or

9 B. The amount by which the judgment debtor's disposable earnings for the pay period
10 exceed 50 times the federal minimum hourly wage prescribed by section 6(a)(1) of
11 the federal Fair Labor Standards Act of 1938, 29 U.S.C. Sec. 206(a)(1), in effect at
12 the time the earnings area payable.

13 Earnings (Judgment or Order of Support)

14 The amount of disposable earnings subject to garnishment and this Writ shall not exceed for any
15 one pay period:

16 A maximum of 50 percent of the disposable earnings of such judgment debtor who is
17 supporting a spouse or dependent child other than the dependent named above;

18 A maximum of 60 percent of the disposable earnings of such judgment debtor who is not
19 supporting a spouse or dependent child other than the dependent named above;

20 Plus an additional 5 percent of the disposable earnings of such judgment debtor if and to
21 extent that the judgment is for support due for a period of time more than 12 weeks prior to
22 the beginning of the work period of the judgment debtor during which the levy is made
23 upon the disposable earnings.

24 **NOTE:** Disposable earnings are defined as gross earnings less deductions for Federal Income Tax
25 Withholding, Federal Social Security Tax and Withholding for any State, County or City
26 Taxes.

27 Your are required to return this Writ from date of issuance not less than 10 days or more than 60
days with the results of your levy endorsed thereon.

Submitted By:
KURTH LAW OFFICE

ROBERT O. KURTH, JR., J.D.
3420 N. Buffalo Dr.
Las Vegas, NV 89129
Tel: (702) 438-5810
Attorney for Plaintiff

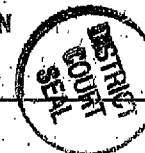
CLERK OF COURT

STEVEN B. GRIERSON

By:

R. JACKSON

DEPUTY CLERK



DEC 19 2016
DATE

RETURN

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____ Not satisfied

I hereby certify that I have this date returned _____ Satisfied in sum of \$ _____

the foregoing Writ of Execution with the _____ Costs retained \$ _____

results of the levy endorsed thereon. _____ Commission retained \$ _____

_____ Costs incurred \$ _____

_____ Commission incurred \$ _____

CONSTABLE OR SHERIFF

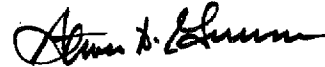
_____ Costs received \$ _____

CLARK COUNTY, NEVADA

By: _____
Deputy Date

REMITTED TO
JUDGMENT CREDITOR \$ _____

EXHIBIT 2



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

RUORONG YU,

Plaintiff,

v.

BRIAN YU,

Defendant.

Case No. D-13-478791

Dept. R

Date of Hearing: 02/01/2016

Time of Hearing: 11:00 a.m.

ORDER FROM HEARING

This matter having come on for Hearing on the above date and time in the Family Division of the Eighth Judicial District Court, County of Clark; and Plaintiff, being present with her attorney of record, Robert Blau, Esq. at the beginning of the hearing prior to his withdrawal, and Defendant being present in proper person, and the Court being fully advised of the premises, both as to the subject matter as well as the parties thereto, having considered the papers and pleadings on file and oral argument presented and good cause appearing therefore;

IT IS HEREBY ORDERED that Attorney Robert Blau shall be allowed to withdraw as counsel for Plaintiff.

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

1 **IT IS FURTHER ORDERED** that Defendant's motion set for 02/18/2016 is
2 HEREBY DENIED and removed from calendar pursuant to EDCR 2.20 for failure to
3 provide points and authorities and because his request to reopen the divorce and change
4 substantive terms of the divorce has no legal basis. His motion is merely a continuing
5 narrative of his allegations and concerns.

6 **IT IS FURTHER ORDERED** that because Defendant is still unable to
7 demonstrate that property of substantial value was not addressed in the Decree of
8 Divorce, his claim is now barred.

9 **IT IS FURTHER ORDERED** that regarding Plaintiff's personal property, she
10 shall list these items that have not been returned to her. Defendant shall return them to
11 her by Saturday, 02/20/2016 at noon, with Plaintiff going to the residence with a police
12 escort to retrieve the items on the list.

13 **IT IS FURTHER ORDERED** that as to the Court preserving Defendant's
14 argument regarding the inequitable division of community property, this claim is
15 permanently barred because Defendant was provided repeat opportunities to present
16 documentation to establish and advance this argument, but continues to fail to do so. In
17 fact, the Court finds that Defendant received the more valuable piece of real property, and
18 Defendant presented nothing to meaningfully dispute this conclusion.

19 **IT IS FURTHER ORDERED** that Defendant still has not documented the
20 removal of the \$176,000.00, which, incident to the Decree of Divorce, Defendant
21 apparently moved, transferred, or concealed in order to deny Plaintiff her rightful share of
22 such proceeds. Plaintiff, therefore, shall receive a judgment in the amount of one-half
23 (1/2) of that amount in the amount of \$88,000.00.

1 **IT IS FURTHER ORDERED** that the frozen accounts are immediately ordered
2 to be unfrozen so Plaintiff can receive one-half (1/2) of all such accounts, plus an
3 additional \$88,000.00, or one-half (1/2) entitlement to the \$176,000.00 of funds which
4 Defendant apparently concealed or converted for his exclusive use.

5 **IT IS FURTHER ORDERED** that upon presentation of this order to the agency
6 or bank holding the frozen funds, the accounts shall be immediately unfrozen. The funds
7 shall be distributed pursuant to this order, with Plaintiff, Ruorong Yu, receiving her full
8 one-half (1/2) share of each account or fund, plus \$88,000.00, from Defendant, Brian
9 Yu's, share.

10 **IT IS FURTHER ORDERED** that both Plaintiff and Defendant are hereby
11 deemed vexatious litigants. Both Plaintiff and Defendant are hereby prohibited from
12 filing any further motions without obtaining prior court approval. The court clerk shall
13 place a note in Odyssey at this hearing under Judicial Department Miscellaneous
14 indication: vexatious litigants: no motions to be filed without court permission. This
15 shall be entered in open court. The Clerk's Office shall thus accept no further filings
16 from either party without permission of this Court.

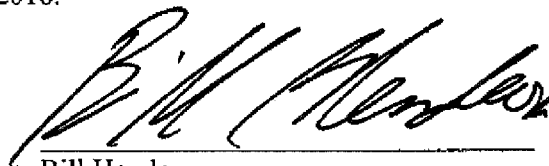
17 **IT IS FURTHER ORDERED** that based on a deluge of attempted improper ex
18 parte communications from Plaintiff, she he hereby instructed that any further attempts to
19 submit improper ex parte communications to chambers may result in (1) a finding of
20 contempt against her; and (2) sanctions for wasting court resources and possibly

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1 attempting to create bias and/ or attempting to receive improper preferential treatment
2 and improper advantages.
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4 DATED this 25 day of April, 2016.

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7 Bill Henderson
8 District Court Judge *W*
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EXHIBIT 3

1 **DECD**
2 RUORONG YU
3 6721 OLD VALLEY ST
4 LAS VEGAS, NV. 89149
5 Phone: (702) 505-2882
6 Email: happyruorong@gmail.com


CLERK OF THE COURT

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 RUORONG YU | Case No.: D-13-478791-D
9 Plaintiff, |
10 vs. | Dept.: R
11 BRIAN YU | Hearing Date: July 25, and August 22, 2014
12 Defendant. | Hearing Time: 1:30 p.m.

13
14 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE**

15 This trial came before the Court on the above referenced date and time in front of the Hon.
16 Bill Henderson. Plaintiff, RUORONG YU, was present and was represented by and through her
17 counsel, Fred Page, Esq. Defendant, BRIAN YU, was present and was represented by and
18 through his counsel, Herb Sachs, Esq. The Court having reviewed the exhibits, testimony of the
19 parties, and having entertained opening statements and closing arguments hereby makes the
20 following Findings of Fact, Conclusions of Law, and enters the following Orders.
21

22 **FINDINGS OF FACT**

23 The Court has been fully advised as to the law and the facts of the case, and having
24 reviewed the papers and pleading on file makes the following findings and enters the following
25 orders. The Court hereby finds:
26

27 1. RUORONG was for a period of more than six weeks prior to the filing of the

☐ Other
☐ Dismissed
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start
☐ Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Judgment Reached by Trial

1 Complaint for Divorce has been and is now an actual bona fide resident of the State of
2 Nevada, County of Clark and has been actually physically present and domiciled in
3 Nevada for more than six weeks prior to the filing of the action.

4 2. On, March 8, 2002, RUORONG and BRIAN were married to each other in Shanghai,
5 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 Motion for
8 Exclusive Possession. And on Apr 26, 2013, District Court Family Division Clark
9 County, Nevada signed JOINT PRELIMINARY INJUNCTION.

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 been
12 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 record.

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

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

19 c. The Hartford Deferred Compensation account should be equally divided with
20 RUORONG making an equalising payment to BRIAN from that account in the
21 amount of \$60,000 for her buyout of BRIAN for one-half of the equity in the 6721
22 Old Valley St residence.

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

24 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 marriage,
3 and due to her limited ability to speak and understand English. In addition, BRIAN has the
4 ability to pay alimony.

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

6 a. The GE Interest Plus account.

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

8 c. The former marital residence located at 6721 Old Valley St, Las Vegas, Nevada
9 89149.

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

14 e. The Wells Fargo savings account in BRIAN's name ending in 5007.

15 f. The Wells Fargo checking account in BRIAN's name ending in 7773.

16 10. BRIAN has not been paid to RUORONG alimony, separation of the first eight months
17 (October 2012 to May 2013) a total of \$10,000. The \$10,000 BRIAN shall pay from the
18 property awarded to him to pay for the debts. The check should be made payable to FRED
19 PAGE's attorney's fees by August 27, 2014.

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

23 12. The agreement seems reasonably clear that the condominium would pass to
24 RUORONG. The agreement says nothing about the agreement only being valid while the
25 parties were married to each other. The agreement speaks for itself. In the event of BRIAN's
26 death, RUORONG gets the condominium. The agreement does not violate the parol evidence
27 rule. The agreement is clear and unambiguous.

28 13. In the extensive testimony, given by both of the parties regarding the transaction,

1 the Court finds no undue influence or duress. BRIAN never objected to the validity of the
2 agreement until the Complaint for Divorce was filed.

3 14. The agreement signed on March 9, 2008 by BRIAN is valid and enforceable and all
4 right, title and interest in the Snowden Lane condominium should pass to RUORONG upon
5 BRIAN's death.

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

10 16. The parties are incompatible in marriage so that their likes and dislikes, interests, and
11 friends have grown separate and apart since they were married; it is no longer possible for
12 them to live together harmoniously as husband and wife; and, there is no chance for
13 reconciliation.

14 17. All of the jurisdictional allegations contained in RUORONG's Complaint for Divorce are
15 true as therein alleged and RUORONG is entitled to a Decree of Divorce from BRIAN on the
16 grounds as set forth in RUORONG's Complaint.

17 18. Should any of these Findings of Fact be more properly construed as being Conclusions
18 of Law, they should be construed as such.

19 CONCLUSIONS OF LAW

20 1. The Court has jurisdiction of the parties and subject matter.

21 2. The Court should retain jurisdiction to issue a further judgement upon a Qualified
22 Domestic Relations Order, which is necessary to equally divide the Hartford Deferred
23 Compensation account in BRIAN's name.

24 3. The Court should retain jurisdiction to issue a further judgement upon a Qualified
25 Domestic Relations Order which is necessary to divide the Nevada Public Employees
26 Retirement System defined benefit plan in BRIAN's name pursuant to the time rule.

27 4. Under NRS 123.130, all property acquired after marriage is presumed to be community
28 property unless there is a pre or post-nuptial agreement, the property was acquired by gift,

1 award of personal injury damages or acquired by gift or devise, and the rents issues and profits
2 thereof. See *Peters v. Peters*, 92 Nev. 687, 557 P.2d 713 (1996); *Todkill v. Todkill*, 88 Nev. 231,
3 495 P.2d 629 (1972); *Carlson v. McCall*, 70 Nev. 437, 271 P.2d 1002 (1954); *Lake v. Bender*, 18
4 Nev. 3617 P. 74 (1885).

5 5. Under NRS 123.220, all property other than property owned by before marriage, and that
6 acquired by afterwards by gift, bequest, devise, descent or by an award for personal injury
7 damages, with the rents, issues and profits thereof, is community property unless otherwise
8 provided by, an agreement in writing between the spouses, a decree of separate maintenance,
9 or if divided pursuant to NRS 123.259, a spouse being institutionalised.

10 6. Under NRS 125.150(1)(b), community property should, to be extent practicable, be divided
11 equally.

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

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

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

...When one party to a marriage contributes less to the community property than the 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 not
2 present 'compelling reasons' for an unequal disposition; whereas, hiding or wasting
of community assets or misappropriating community assets for personal gain may indeed
provide compelling reasons for unequal disposition of community property.

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

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

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

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

13
14 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the
15 bonds of matrimony existing between, Plaintiff, RUORONG YU, and Defendant, BRIAN YU, be
16 and the same are wholly dissolved, and an absolute Decree of Divorce is hereby granted to
17 RUORONG, and each of the parties is restored to the status of a single unmarried person.

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

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

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

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

- 1 14. One-half of the accrued vacation and sick pay with the City of Las Vegas.
- 2 15. One-half of the reminder as of August 22nd, 2014 Wells Fargo savings account ending in
- 3 5007.
- 4 16. One-half of the reminder as of August 22nd, 2014 Wells Fargo checking account ending
- 5 in 7773 .

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

- 8 1. One-half of the Wells Fargo account ending in 7773 in BRIAN'S name. Any and all life
- 9 insurance policies that are owned by Brian or insuring Brian's life.
- 10 2. The household goods and furnishings in BRIAN'S possession.
- 11 3. The jewellery and clothing in BRIAN'S possession.
- 12 4. The 2000 Honda Accord.
- 13 5. Exclusive possession of the 7809 Snowden Lane, Unit 202, Las Vegas, Nevada 89128
- 14 condominium during BRIAN'S life. After BRIAN'S death, all right, title, and interest in
- 15 the 7809 Snowden Lane, Unit 202, Las Vegas, Nevada 89128 condominium
- 16 shall pass to RUORONG.
- 17 6. The Decree of divorce effective time rule portion of the Nevada PERS defined
- 18 benefit plan. Option 2 shall be selected. BRIAN shall name RUORONG as the survivor
- 19 beneficiary.
- 20 7. One-half of the Hartford Deferred Compensation account with the Nevada Public
- 21 Employees Retirement Systems, as of August 22, 2014, plus \$60,000 for RUORONG's
- 22 buy out of one-half of the equity in the Old Valley residence.
- 23 8. One-half of the E*Trade investment account ending in 0241.
- 24 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. 100% of the Janus IRA ending in 7505.
- 4 13. 100% of the Janus ending in 3005.
- 5 14. One-half of the Wells Fargo savings account ending in 5007.
- 6 15. One-half of the accrued vacation and sick pay with the City of Las Vegas. Brian shall make
- 7 payment of the equalising payment to RUORONG for the vacation and sick pay with the City
- 8 of Las Vegas from one of the investment accounts and shall make payment to RUORONG
- 9 within 30 days of the date the Decree of Divorce is filed.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that RUORONG shall assume

11 and hold BRIAN harmless from the following debts:

- 12 1. Owed Bank of America credit card ending in 9253 in RUORONG's name.
- 13 2. Owed Chase credit card ending in 2977 in RUORONG's name.
- 14 3. Owed Wells Fargo credit card in RUORONG's name.
- 15 4. Owed Medical debts in RUORONG'S name.
- 16 5. The debts \$61,100 owed to RUORONG's son, Caixuan Xu.
- 17 6. The mortgage, excluding the fine incurred due to the late of mortgage payment, on the
- 18 former marital residence located at 6721 Old Valley St, Las Vegas 89149.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall assume and

20 hold RUORONG harmless from the following debt:

- 21 1. Any and all credit cards in BRIAN'S name.
- 22 2. Any and all lines of credit in BRIAN'S name.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that BRIAN shall not take any

24 actions to interfere with RUORONG's interest in the 7809 Snowden Lane, Unit 202, Las Vegas

25 Nevada 89128 condominium. Shall BRIAN take any action to interfere with RUORONG's

26 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
2 will be 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 alimony
9 of separation. BRAIN 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 Both parties must
12 strictly abide by On Apr 26, 2013, District Court Family Division Clark County, Nevada signed
13 JOINT PRELIMINARY INJUNCTION.

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

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

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any asset has
22 been omitted from this Decree and is subsequently discovered, the parties shall hold the
23 asset as tenants in common pursuant to *Amie v. Amie*, 106 Nev. 541, 796 P.2d 233 (1990);
24 *Gramanz v. Gramanz*, 113 Nev. 1, 930 P.2d 753 (1997), and *Williams v. Waldman*, 108 Nev.
25 466, 836 P.2d 614 (1992) and either party may petition the Court for an allocation of that
26 asset. The party omitting the asset shall be responsible for the reasonable attorney's fees of the

1 moving party.

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

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

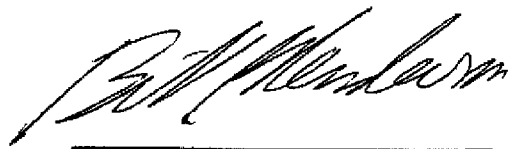
17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint debt,
18 obligation, liability, act or omission creating such liability has been omitted from this Decree and
19 is subsequently discovered, either party may petition the Court for an allocation of that debt,
20 obligation, liability,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

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

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

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

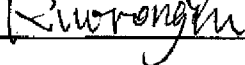
9 DATED this 8 day of JUNE, 2015.

10
11
12 

13 DISTRICT COURT JUDGE SS
14 BILL HENDERSON

15 Respectfully submitted:

16 Approved as to form and content:

17 By: 

18 By: _____

19 RUORONG YU (Plaintiff)
20 6721 OLD VALLEY ST
21 Las Vegas, Nevada 89149
22 (702) 505-2882

23 BRIAN YU (Defendant)
24 7809 SNOWDEN LANE #202
25 Las Vegas, Nevada 89128
26 (702) 416-3684

EXHIBIT 4

Heather L. Smith
CLERK OF THE COURT

OPPS

(Your Name) RUORONG YU

(Address) 6721 OLD VAUZEY 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

OPPOSITION TO (specify what motion
you are opposing) RESPONSES

TO SPOUTS AND AUTHORITIES
COUNTER MOTION
TO COMPEL & FOR AN
ORDER TO SHOW CAUSE

COMES NOW (circle one) Plaintiff/Defendant RUORONG YU

in Proper Person, and files this opposition. This opposition 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) 31 day of (month) July, (year) 2015.

Ruorong Yu

(Your Signature)

RESPONSES TO BRIAN'S < POINTS AND AUTHORITIES >

LEGAL ARGUMENT

#1 Oppose. In two court minutes, the Court ordered that ALL ACCOUNTS be divided equally, BUT two Janus accounts \$85k are not divided and Brian got the \$85K asset. Total \$ 61K of debts Ruorong burden \$51K. In addition Brian shall borne other sanctions. see #5. (Exhibit A, 3 pages)

#2 Brian didn't pay off the 2000 Honda until 2004. Ruorong and Brian were married in March 2002.

#3 Believe this to be untrue. Present Kelly Bluebook for this make and model in Excellent Condition (3% of vehicles meet this criteria) have a trade-in value of \$3732. Vehicle In Good condition (54% of vehicles meet this criteria) have a trade-in value \$3125. (The Nissan already drove 100,000 miles in 2014). There is no way its vehicle was worth more than \$4000 in 2014. Together #2 and #3, the decree is correct.

#4 See #1.

#5 *Under Eighth District Court Rule 5.32, the defendant failed to submit complete and accurate and timely financial condition, concealing part of the material, which can be identified, the defendant may attempt to commit fraud on the court. Award and help other party to pay attorney fees and the defendant shall be borne other sanctions. Of course defendant's attorney fees must be borne by himself. It does not allow expenditure from the community property.*

\$10,000 This is my alimony.

\$ 2100 Actually is my alimony \$6300. Brian changed title of 3 checks then pay to Fred.

\$ 7500 Under 8th District Court Rule 5.32, It's punishment to Brian.

5/31/2013 \$6750. From community property.

9/3/3014 \$10000. From my alimony.

9/3/2014 \$10000. the court minutes didn't require Brian to pay the extra \$10,000 to Fred.

so the extra \$10,000 must be borne by Brian himself.

#6 According to QDRO Rule, There are 2 methods used to declare when assets are to be divided. Legally prescribed for a wedding to divorce (03-08-2002 until 06-09-2015). Or a date on which both sides agree. No such agreement was made, therefore the decree page 8 line 17 is correct.

#7 Oppose. Wages account highly mobile, We married more 13 years. Often very small balance. And it is common income the marriage .

#8 See #1.

#9 It's forced by Brian's act. The court ordered that Brian pay \$10,000 to Fred Page as the Ruorong's attorney fee, however, Brian admitted that he paid \$10,000 twice, RUORONG SUSPECTED BRIAN TRIED TO BRIBERY FRED PAGE WITH THE SECOND PAYMENT OF \$10,000. (Because Brian's English is good and he had a smart attorney. He had no reason to made the mistake). Fred has been stopped his Ruorong's attorney work since 1-12-2015.

STATEMENT OF FACTS

The case lasted for 2 years 4 months, in the period, Brian has been hiding, refused to provide complete and accurate and timely financial condition. Now Brian try to re-open the divorce decree, only for win the time to withdraw more money from common property, Brian is contempt of court.

The divorce decree was plaintiff and defendant attorneys to consult together, drafted by Fred, and it took time of whole two months. Ruorong canceled Brian second \$ 10,000 paid to Fred .

Brian was suspected of having bribed Ruorong's attorney Fred. Because Fred told Ruorong that he already got \$10,000 twice. Fred also asked Ruorong for an extra \$25,000, Ruorong felt this to be an unreasonable demand. Ruorong refused it. Then, Fred plaintiffs attorney work without substantive progress. Ruorong English is really poor. So shared the two Janus accounts \$85K no equal division.

The court ordered that Brian pays \$1950 as alimony to Ruorong monthly, however, He has been paying \$1800 instead each month. Brian deducted Ruorong's alimony by \$150 per month. Till now, ten months have been passed that Brian shall be corrected by paying Ruorong the cumulating delayed amount of \$1,500 plus annual interest and penalties 29% by a check.

Brian violated the injunction, because without the court order in writing, he withdrew funds of \$ 53,500. Brian shall back the half money and plus 29% annual interest and penalties which shall be paid

check to Ruorong.

Brian refused signing authorization to division of property, resulting in associated companies can not execute. Brian attempted to win the time to withdraw more money from common property, for example, GE account is emptied, **he hide the GE all money now. Brian ignored the orders from the court.**

CONCLUSION

#1 Opposed Brian proposal re-open the divorce decree. Ruorong requests the court to order that doesn't allow Brian further appeal.

#2 **Brian shall sign the authorization on the spot, request execution by the associated companies and Banks.** Conversely, request the court punish Brian due to his contempt of court.

A). According to the court minutes on 7-25-2014, Supplement all accounts date.

B). Brian unauthorized withdrawal \$53,500 funds from the community property. that half of the money and plus 29% annual interest and penalties, must be deducted from Brian's funds. Brian shall pay the check to Ruorong. "disobedience of this injunction is punishable by contempt."

(Exhibit B, 7 pages)

#3. Brian shall pay his attorney fees and other costs by himself. Brian has more ability to pay.

#4 Brian arrears alimony \$ 1,500, plus 29% as \$1,935 shall pay a check to Ruorong on the spot. Conversely, request the court punish Brian due to his contempt of court (Exhibit C, 3 pages)

#5 The GE originally account balance must be equally divided as of 8-22-2014. Ruorong requests the court to make this just and proper process and give order.

#6 Condo pay off in 2004, after marriage. (Exhibit D, 2 pages)

Fred Page E-mail on 8-25-2014. He said the condo is buying from \$61K debt.

Attached police report on 6-26-2015. Ruorong respectfully requests the court careful consideration and to explicit that after Brian's death, the coudo shall pass to Ruorong, no matter Ruorong passes away or alive. (Exhibit E, 6 pages)

#7 Detailed reasons and request to see <COUNTER MOTION FOR AN ORDER TO SHOW CAUSE>

COUNTER MOTION FOR AN ORDER TO SHOW CAUSE

#1 Oppose Brian to re-open the divorce decree. Ruorong requests the court to order that doesn't allow Brian further appeal. Because the case lasted for 2 years 4 months, spent a lot of manpower, material and financial resources, from the court, the attorneys until the both parties. 2-year more period, Brian has been hiding, refused to provide complete and accurate and timely financial conditions. The attorneys fees of more than \$100,000. Brian said, " This case once more to drag for two years I did not care", intended to resist the decree for division of the property. Brian is contempt of court. (Exhibit)

#2 According the divorce decree page 11 line 2-11, Brian must sign the authorization on the spot, request execution by the associated companies and Banks. Conversely, request the court to punish Brian due to his contempt of court. Because in the divorce decree, there are no clear dates to divide accounts, so the banks and companies involved indicated that they have difficulty to execute the division due to date issue. The most important thing is Brian refused signing authorlzation to division of property, resulting in associated companies can not execute.

A). According to the court minutes on 7-25-2014, Settlement date are

City Of Las Vegas vacation and sick pay: as of 7/25/2014.

E-Trade IRA and Investment : as of 7/25/2014.

Wells Fargo Bank: as of 7/25/2014.

Scottrade: as of 7/25/2014.

Hartford Mass Mutual: as of 8/22/2014.

GE Interest Plus: as of 8/22/2014.

B). In the Joint Preliminary Injunction effective period, Brian without the court order in writing, unauthorized withdrawal \$53,500 funds from the community property. that half of the money and plus 29% annual interest and penalties, must be deducted from Brian's funds. Brian shall pay the check to Ruorong before 8-31-2015 "DISOBEDIENCE OF THIS INJUNCTION IS PUNISHABLE BY CONTEMPT." (Exhibit B, 7 pages)

Hartford MassMutual: \$15,000. Paid date 20130906 #151436416

E-Trade IRA or Investment: \$16,000. Paid date 20130906 #12116859

GE Interest Plus: \$8,000. Paid date 20130513

Scottrade IRA: \$5,000 Paid date 20130226 #69061390

Wells Fargo Bank: \$6,000 Paid date 20130715 #694

Wells Fargo Bank: \$3,500 Paid date 20130606 #681

According to late subpoena, if withdraw money of similarly, to be executed according the above method.

#3. Brian shall pay his attorney fees and other costs by himself. It does not allow expenditure from the community property. Brian also has more funds and ability to pay.

#4 Brian shall issue a check to Ruorong with an amount of \$1,500 (ten months as stated above) on the spot, to make up to the unpaid part of the full alimony plus 29% annual interest and penalties as \$1,935. Consequently, requests the court to punish Brian due to his contempt of court.

(Exhibit C, 3 pages)

#5 Although the GE account has been emptied by Brian, the GE originally account balance must be equally divided as of 8-22-2014, and Brian shall pay check to Ruorong before 8-31-2015. Ruorong requests the court to make this just and proper process and give order.

#6 Condo pay off in 2004 after marriage. (Exhibit D, 2 pages)

Fred Page E-mail on 8-25-2014. His mean the condo is buying from \$61K debt.

(8. The judge did not award you a lot by way of the debt. The judge ordered that Brian pay \$10,000 from his portion of the assets to me for the debts. The judge ordered the monies paid to me to ensure that the attorney's fees that were owed to me would get paid. However, I do think that the judge awarding you the condo upon Brian's death more than outweighs his decisions on the debt.

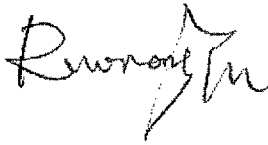
In sum, I think the judge overall awarded you what I thought he might at the meeting with Yun. The real plus to you though is that you end of getting the condominium after Brian passes. Of course, if you happen to pass before Brian, you can allow Ken, or anyone else you want to receive

the condominium. after Brian passes.)

Attached police report on 6-26-2015, Brian continues to threaten the safety of Ruorong's life. So Ruorong respectfully requests the court careful consideration and to explicit that after Brian's death, the coudo shall pass to Ruorong, no matter Ruorong passes away or alive. (Exhibit E, 6 pages)

DATE this 31th day of July, 2015

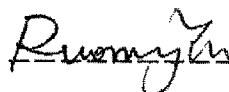
By : Ruorong Yu

A handwritten signature in black ink, appearing to read 'Ruorong Yu', with a stylized, elongated flourish extending from the end.

I HAVE ATTACHED THE FOLLOWING EXHIBITS:

- A) Certified copy of the Court Minutes as Exhibit A
- B) Certified copy of Injunction, checks and statements as Exhibit B
- C) Certified copy of alimony checks as Exhibit C
- D) Certified copy of the Condo pay off information as Exhibit D
- E) Certified copy of police reports as Exhibit C

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

 ----- 7-30-2015

Ruorong Yu

AFFIDAVIT IN SUPPORT OF OPPOSITION:

COMES NOW Ruoren Yu (your name), who states as follows:

1. That Affiant is the (circle one) Plaintiff/Defendant in the above-titled matter.
2. That I have personal knowledge of the facts contained in this Opposition and in this Affidavit and I am competent to testify to these facts. The statements in this Opposition and Affidavit are true and correct to the best of my knowledge.

3. Additional facts to support my requests: (Write N/A if there are no additional facts)

a. Subpoena, statements and checks copies.

With the aid of translate.google.com to read. I can know part of the content.

4. (Complete only if you are attaching exhibits to the opposition). I have attached the following exhibits: (Describe exhibits or write N/A on any blank lines)

a. Copy of the subpoena and the check.

b. Copy of the check.

c. Copy of the check.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Ruoren Yu

Exhibit "A"

D-13-478791-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

August 22, 2014

D-13-478791-D Ruorong Yu, Plaintiff
vs.
Brian Kwok Sheung Yu, Defendant.

August 22, 2014 1:30 PM Non-Jury Trial

HEARD BY: Henderson, Bill

COURTROOM: Courtroom 12

COURT CLERK: Tammy Kozohara

PARTIES:

Brian Yu, Defendant, Counter Claimant, Herbert Sachs, Attorney, present
present
Ruorong Yu, Plaintiff, Counter Defendant,
present

JOURNAL ENTRIES

- Court interpreter Yaomin Lei present for the Plaintiff.

Attorney Fred Page present for the Plaintiff.

Plaintiff and Defendant sworn and testified.

Court reviewed case history.

Discussions between Court and counsel. Arguments by counsel.

Court stated its FINDINGS, COURT ORDERED, the following:

#1. Defendant shall pay to Plaintiff ALIMONY of \$1,950.00 per month in two (2) separate installments of \$975.00 on the first and \$975.00 on the 15th of each month until he retires or until there is sufficient change of financial circumstances. Court shall retain JURISDICTION.

#2 Plaintiff shall be awarded the home on 6721 Old Valley Street. Plaintiff shall buy out Defendant's interest at \$60,000.00.

PRINT DATE:	09/05/2014	Page 1 of 3	Minutes Date:	August 22, 2014
-------------	------------	-------------	---------------	-----------------

#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 \$13,000.00. 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.

PRINT DATE:	09/05/2014	Page 2 of 3	Minutes Date:	August 22, 2014
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D-13-478791-D

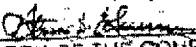
COURT ORDERED, an absolute DECREE OF DIVORCE is GRANTED pursuant to the terms and conditions as outlined in the proposed Decree of Divorce

Attorney Page shall prepare the Order. Attorney Sachs to review and approve.

INTERIM CONDITIONS:

FUTURE HEARINGS:

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE.


CLERK OF THE COURT

JUL 10 2015

Exhibit “B”

4/29/2013, the complaint, summons, joint preliminary injunction served Brian.

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. DISOBEDIENCE 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 CORRALES

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

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ci
VIEWPOINTE	20131205	151436416	2130937	00000000601866130	000000	15,000.00	1648127177	

DO NOT CASH IF 2 COLOR BACKGROUND OR WATERMARKED PAPER IS MISSING! - HOLD TO LIGHT TO VERIFY WATERMARKED PAPER

JPMorgan Chase Bank
8040 Tarbell Road
Syracuse, NY 13208

01104-GOVT

1-800-528-9009

80-327
17

THE HARTFORD

CHECK NO. 151436416

Date 11/11/13

PAY **Fifteen Thousand and 00/100 Dollars*****

\$15,000.00**

FOR: DISBURSEMENT OF MINIMUM REQUIRED DISTRIBUTION FOR ACCOUNT IN
GROUP# 150030 FOR BRIAN K. YU

VOID IF NOT CASHED IN 180 DAYS

TO THE ORDER OF BRIAN K. YU
7809 SNOWDEN LANE
202
LAS VEGAS, NV 89128

Robert W. Paine

151436416 10213093792601866130*

33888617

1648127177

THIS IS WATERMARKED PAPER
DO NOT CASH IF 2 COLOR BACKGROUND OR WATERMARKED PAPER IS MISSING! - HOLD TO LIGHT TO VERIFY WATERMARKED PAPER

Endorsement of this check certifies endorsement to this payment for benefits or services. False representations could result in civil or criminal penalties.

Copyright © 2002-06 Wells Fargo & Company. All rights reserved.

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	C:
VIEWPOINTE	20130906	12118859	3110035	00000000300910130	000000	16,000.00	1185838912	

THE FACE OF THIS DOCUMENT IS PURPLE. THE BACK CONTAINS A SIMULATED WATERMARK.

OFFICIAL CHECK

E*TRADE FINANCIAL E*TRADE Clearing LLC
P.O. Box 484
Jersey City, NJ 07303-0484
Trading • Investing • Banking

CHECK NUMBER 12118859
DATE ISSUED 08/29/13
AMOUNT 16,000.00

THIS CHECK IS NOT NEGOTIABLE AFTER 180 DAYS FROM DATE ISSUED

ONE SIXTEEN THOUSAND AND 00/100 DOLLARS 0000

PAY TO THE ORDER OF
BRIAN K S YU
7809 SNOWDEN LN UNIT 292
LAS VEGAS, NV 89128

677-40241-1-8

THE BANK OF NEW YORK (DELAWARE)
Newark, Delaware

AUTHORIZED SIGNATURE

12118859# 1203110035# 0300910130#

WARNING: THE BACK OF THIS CHECK CONTAINS A SIMULATED WATERMARK LIKE THIS. HOLD AT 45° ANGLE TO VIEW.

DO NOT WRITE STRIPS OR SIGN BELOW THIS LINE.

RESERVE FOR FUTURE INSTRUMENT USE.

1185838912

1185838912

1185838912



GE Capital
Invest Direct

Prospectus Supplement

GE Interest Plus
INVESTMENT NUMBER: 83409243487059

PAGE 1 OF 2

23964 SH BG218002
BRIAN K S YU
6721 OLD VALLEY ST
LAS VEGAS, NV 89149

	Under \$15,000	\$15,000 to \$49,999.99	\$50,000 to \$5 Million	Over \$5 Million
Date	Rate	Rate	Rate	Rate*
08/11/2012	1.00	1.05	1.10	.25

*The portion of your investment that is >\$5 Million will earn a rate of .25%.

MANAGE YOUR INVESTMENT ONLINE AT WWW.GECAPITALINVESTDIRECT.COM.
LOG IN TO VIEW YOUR BALANCE, ACTIVITY AND CHECK IMAGES, INITIATE TRANSFERS,
OPT-IN FOR E-STATEMENTS, AND UPDATE YOUR PROFILE. NOT REGISTERED FOR
ESERVICE? SIMPLY CLICK ON "REGISTER NOW" AND FOLLOW THE INSTRUCTIONS
PROVIDED.

Summary of Investments, Interest, and Redemptions for the period: MAY 1, 2013 THROUGH MAY 31, 2013

Opening Balance \$84,092.38		Investments \$1,255.00	Interest \$74.66	Redemptions \$8,000.00	Other Charges \$0.00	Closing Balance \$77,422.04
Date	Type of Activity	Amount	Balance	Information		
05/12/2013	REF: 0000820702771 DRAFT CHECK			<p>Current GE Interest Plus Rates and Investment Information: 1-800-433-4480 24 hours / 7 days / week</p> <p>Service Representatives: 1-800-433-4480, business days, 8:00 AM to 7:00 PM ET.</p> <p>ACH Transfers: ABA # 043302493</p> <p>Wire Transfers: ABA # 043000261</p> <p>Online Services: www.GECapitalInvestDirect.com</p>		
05/15/2013	REF: 1736021838065 SSA TREAS 310 9031736025XXS00 SEC	(\$8,000.00)	\$76,092.38			
05/31/2013	REF: 0000004429500 MTD INT POSTED TRANS 05/31/2013	\$1,255.00	\$77,347.38			
		\$74.66	\$77,422.04			
Summary of Interest Invested		Year	Interest this Period	Total Interest Year-to-Date	Tax Withheld	Tax Withheld YTD
		2013	\$74.66	\$367.76	\$0.00	\$0.00

The investments in the GE Interest Plus Notes identified in this statement were made pursuant to a registered public offering.

Cut along this line X

023964 - 0901 of 0001 - 023964



SCOTTRADE INC CUST PEO
BRIAN K S YU ROTH IRA
7809 SNOWDEN LN #202
LAS VEGAS NV 89128-

Branch Office	
SCOTTRADE INC 6905 ALIANTE PKWY STE 104 NORTH LAS VEGAS NV 89084 (702) 365-3531	
Account Number	27E
02 / 01 / 2014	02 / 28 / 2014

Receive your tax documents electronically -- on the My Account tab, click on "My Information and Preferences," then go to the Account Preferences tab.

ACCOUNT BALANCE		ACCOUNT SUMMARY	
	VALUE THIS PERIOD		
VALUE SECURITIES IN POSITION	23,768.83	OPENING TOTAL MONEY BALANCE	5,750.95
MONEY BALANCES:		CREDITS:	
BANK DEPOSIT PROGRAM BALANCE*	750.97	DIVIDEND/INTEREST INCOME	0.02
BROKERAGE ACCOUNT BALANCE	-2.00	OTHER CREDITS	0.00
TOTAL MONEY BALANCE	748.97	TOTAL CREDITS	0.02
TOTAL ACCOUNT VALUE	24,517.80	DEBITS:	
		DIVIDEND/INCOME EXPENSE	-0.00
		OTHER DEBITS	-5,002.00
		TOTAL DEBITS	-5,002.00
		CLOSING TOTAL MONEY BALANCE	748.97

Current Tax Strategy™
Stocks, Options & Bonds: FIFO
Funds: FIFO

SECURITIES POSITIONS								
Type	Symbol / Cusip	Quantity	Description	Estimated Market		Estimated Annual		
				Price	Value	%	Income	Cur. Yld
CASH	LYSCF	4,000	LYNAS CORP LTD (AUST)	0.271	1,084.00	4.56		
CASH	AIBYY	2,000	ALLIED IRISH BKS ADR (IRELAND)	2.00	4,000.00	16.83		

PLTF000711

Site: VIEWPOINTE
 Paid Date: 20130715
 Serial: 694
 Routing: 32127074
 Account: 6252827773
 PC: 000060
 Amount: 6,000.00
 Sequence #: 694
 6815806319

BRIAN K. YU

Pay to the Order of: LIN LAW GROUP \$ 6,000.00

Six Thousand

7-12-2013

For: [Signature]

⑆321270742⑆ 6252827773⑈ 00694

PAY TO THE ORDER OF
 BANK OF AMERICA
 Las Vegas, NV 89103
 FOR DEPOSIT ONLY
 LIN LAW GROUP, P.C.
 DBA MML LAW GROUP, P.C.
 005012617389

Seq: 136
 Batch: 645877
 Date: 07/15/13

Seq: 00138 07/15/13
 BRT: 645877 CC: 33333307846
 WT: 01 LTPS: Dallas TX
 BC: Sahara West BC NV1-122

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Exhibit “C”

BRIAN K. YU

276

94-7074/3212 1825
6252827773

10-14-2014

Pay to the
Order of

RUDRONG YU

\$ 1800.00

ONE THOUSAND EIGHT HUNDRED

Dollars

Wells Fargo Bank, N.A.
wellsfargo.com

For *Alimony*

⑆321270742⑆ 6252827773⑈ 00276

BRIAN K. YU

246

94-7074/3212 1825
6252827773

9-12-2014

Pay to the
Order of

RUDRONG YU

\$ 1800

EIGHTEEN HUNDRED

Dollars

Wells Fargo Bank, N.A.
wellsfargo.com

For *Alimony*

⑆321270742⑆ 6252827773⑈ 00246

BRIAN K. YU

283

94-7074/3212 1825
6252827773

11-15-2014

Pay to the
Order of

RUDRONG YU

\$ 1800.00

EIGHTEEN HUNDRED

Dollars

Wells Fargo Bank, N.A.
wellsfargo.com

For *FOR NOVEMBER*

⑆321270742⑆ 6252827773⑈ 00283

BRIAN K. YU

298

54-7074/3212 1625
6252827773

1-15-2015

Pay to the
Order of

RUDONG YU

\$ 1,800.00

EIGHTEEN HUNDRED

Dollars



Wells Fargo Bank, N.A.
Member
SFDI

For FEB 1/2015

⑆321270742⑆ 6252827773⑈ 00298

14.80

BRIAN K. YU

299

54-7074/3212 1625
6252827773

2-15-2015

Pay to the
Order of

RUDONG YU

\$ 1,800.00

EIGHTEEN HUNDRED

Dollars



Wells Fargo Bank, N.A.
Member
SFDI

For FEB 2015

⑆321270742⑆ 6252827773⑈ 00299

BRIAN K. YU

301
94-7074/8212 1825
6252827773

3-15-2015
Date

Pay to the
Order of

RUORONG YU

\$

ONE THOUSAND EIGHT HUNDRED

Dollars



For

63212707426 6252827773 00301

BRIAN K. YU

302

94-7074/8212 1825
6252827773

4-15-2015
Date

Pay to the
Order of

RUORONG YU

\$

1,800.00

EIGHTEEN HUNDRED

Dollars



63212707426 6252827773 00302

BRIAN K. YU

303

94-7074/8212 1825
6252827773

5-15-2015
Date

Pay to the
Order of

RUORONG YU

\$

1,800.00

EIGHTEEN HUNDRED

Dollars



Wells Fargo Bank, N.A.
Newark
wellsfargo.com

For

B. K. Yu

BRIAN K. YU

304

94-7074/8212 1825
6252827773

6-15-2015
Date

Pay to the
Order of

RUORONG YU

\$

1,800.00

EIGHTEEN HUNDRED

Dollars



63212707426 6252827773 00301

Exhibit “D”

20040112
.04035

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

PIN Tax ID #: 138-28-512-036

This Instrument prepared by:

RONALD E. MEHARG

When recorded, return to:

DOCX, LLC

1111 ALDERMAN DR., SUITE 350

ALPHARETTA, GA 30005

770-753-4373

Mail Tax Statements To:

BRIAN K YU

7809 SNOWDEN LANE #202

LAS VEGAS, NV 89128

Project #: 591WFHM

Loan #: 591-4657305



* 5 9 1 - 4 6 5 7 3 0 5 *

Investor Loan #: 20040213 (R048)

Property Address:

7809 SNOWDEN LANE

LAS VEGAS, NV 89128

WPNVSTDR-3 07/31/03

RECORDED AT THE REQUEST OF:

DOCX LLC

01-12-2004 17:00 PIK

OFFICIAL RECORDS

BOOK/ INSTR: 20040112-04035

PAGE COUNT: 2

FEE: 18.00
RPTT: .00

(2)

SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

WHEREAS, that certain Deed of Trust described below provides that the holder of the Note secured by said Deed of Trust may appoint a successor Trustee to any Trustee thereunder appointed; and

WHEREAS, the indebtedness secured by said Deed of Trust having been fully paid and satisfied:

NOW THEREFORE, WELLS FARGO HOME MORTGAGE, INC., whose address is 3476 STATEVIEW ROAD, MAC X7801-033, FORT MILL, SC 29715, being the present legal owner and holder of the indebtedness secured by said Deed of Trust, does hereby substitute and appoint, WELLS FARGO HOME MORTGAGE, INC. as successor Trustee, and as Trustee does hereby reconvey, without warranty, to the person or persons entitled thereto, all the estate, title, and interest held by it, as Trustee, under said Deed of Trust, to the property described therein.

Trustor(s): BRIAN KWOK SHEUNG YU

Original Trustee: UNITED TITLE OF NEVADA

Original Beneficiary: NORWEST MORTGAGE, INC.

Date of Deed of Trust: 10/15/1997

Loan Amount: \$50000

Date Recorded: 10/16/1997

Instrument #: 971016.00325

Comments:

and recorded in the official records of CLARK County, State of Nevada, and more particularly described on said Deed of Trust referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 1/7/2004.

WELLS FARGO HOME MORTGAGE, INC.




LINDA GREEN
VICE PRES. LOAN DOCUMENTATION

20040112
.04035

State of GA
County of FULTON

On this date of 1/ 7/2004, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named LINDA GREEN, known to me (or identified to me on the basis of satisfactory evidence) that he/she is the VICE PRES. LOAN DOCUMENTATION of WELLS FARGO HOME MORTGAGE, INC., and was duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and in behalf of said corporation and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.


Notary Public:
My Commission Expires: ____-____-____



MARY L. KELLY
Notary Public Georgia
Fulton County
My Comm. Expires Oct. 14, 2007

Exhibit “E”



Administrative

Location 6721 OLD VALLEY ST Las Vegas, NV 89149
Occurred On (Date / Time) Monday 7/21/2014 12:00:00 AM
Reporting Officer 06114 - Abear, A.
Entered By 06114 - Abear, A.
Related Cases

Or Between (Date / Time) Wednesday 7/23/2014 12:00:00 AM
Reported On 6/26/2015
Entered On 6/26/2015 11:59:01 AM
Jurisdiction Las Vegas, City of

Traffic Report

Place Type

Accident Involved

Offenses:

Harassment, (2+)(G)-NRS 200.571.2B

Completed Yes Domestic Violence

Entry Premises Entered

Weapons

Criminal Activities

Hate/Bias

Type Security

Location Type Residence/Home

Tools

Victims:

Name: Yu, Ruorong

Victim Type Individual Written Statement
Victim of 50329 - Harassment, (2+)(G)-NRS 200.571.2B

Can ID Suspect

DOB 1/9/1954

Age 60

Sex Female

Race Asian, Indian, Samoan, Pacific Islander

Height 5' 5"

Weight 140

Hair Color Gray

Eye Color Black

Employer/School

Occupation/Grade

Injury

Work Schedule

Injury Weapons

UNLAWFUL DISSEMINATION of this

Restricted information is **PROHIBITED**.

Violation will subject the offender to
Criminal and Civil Liability.

Addresses

Residence

6721 Old Vly Las Vegas, NV 89149

Phone#

Home/Residence

(702) 505-2882

Offender Relationships

Notes:

Rel. To:

Date: 6/26/15

Las Vegas Metropolitan Police Department

By: 6114

Suspects:

****THIS REPORT IS SUBJECT TO CHANGE
UPON SUPERVISORY APPROVAL****

Name: Yu, Brian

Alias:

Scope ID

DOB 6/16/1937

Age 77

Race Asian, Indian, Samoan, Pacific Islander

Sex Male

Height

Weight

Hair Color

Eye Color

Employer/School

Occupation/Grade

Addresses

Phone#

Notes:

Arrestees:

Witnesses:

Other Entities:

Properties: (0)

Narrative

Ruorong Yu states that on 07/21/14, her ex-husband threatened her when she sent a draft decree for divorced. They were divorced on 06/19/15. They had a disagreement with the property when Brian threatened her and told her "You will die in front of me!" This had Ruorong very much in fear for her life.

Ruorong states that he told her that "The police can't do much about the case, Nevada has no death penalty so I would shoot you!" She also states that Brian still keeps "control" over her, keeping her remote key to her car and refusing to give it back to her. She says he is constantly threatening her life. Taking money from her and leaving her with nothing to live on.

She has filed DV and Threat reports against Brian in the past (See Ev# 060822-1577 & 11114-2397). In 06/14/08, she had gallbladder surgery when Brian refused to take her to the hospital, took her phone and prevented her from calling 911. It wasn't until the police were sent to the home was she able to be taken to the hospital.

She also states that Brian took \$10,000.00 from their account to give to her attorney, Frog Page, who put the money into the written decree and tried to legalize it and then tried to extort \$25,000.00 from her by intimidation, which frightened her so she rejected his request and fired him as her attorney.

Page 1 of 2

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

VOLUNTARY STATEMENT

150626-1843

Event #

111114-2397

THIS PORTION TO BE COMPLETED BY OFFICER

Specific Crime <u>Harassment (Turrent)</u>	Date Occurred	Time Occurred
Location of Occurrence <u>6721 Old Valley 89149</u>	Sector/Beat	<input type="checkbox"/> City <input type="checkbox"/> County

Your Name (Last / First / Middle) <u>YU, RUIORONG</u>						Date of Birth <u>01/09/1954</u>		Social Security # <u>680-56-9186</u>	
Race	Sex	Height	Weight	Hair	Eyes	Work Sched. (Hours)	(Days Off)	Business / School	
	<u>F</u>	<u>5.5</u>	<u>140</u>	<u>grey</u>	<u>black</u>				
Residence Address: (Number & Street) <u>6721 OLD VALLEY ST</u>						Bldg./Apt.# <u></u>		City <u>LAS VEGAS</u>	
State <u>NV</u>						Zip Code <u>89149</u>		Res. Phone: <u>702-505-2882</u>	
Bus. (Local) Address: (Number & Street) <u></u>						Bldg./Apt.# <u></u>		City <u></u>	
State <u></u>						Zip Code <u></u>		Bus. Phone: <u></u>	
Occupation <u></u>						Depart Date (if visitor) <u></u>			
Best place to contact you during the day <u></u>						Best time to contact you during the day <u></u>		Can You Identify <input type="checkbox"/> Yes the Suspect? <input type="checkbox"/> No	

DETAILS 7/1/2014 Brian written threat to me - pay for it AND 5/22/2015, when I sent a draft decree for divorce to his first floor office, he said to me that he would not give up the Condo no matter how the Judge made decision. He also fiercely said to me "You will die in front of me" I am very scared (Exhibit 1, total 3 pages)

Brian had told me many times, "the police can not break much the case" "Nevada has no death penalty" "I would shot you."

Brian still keeps my car key and car remote control. he still refuses to give them back to me. Always threatens me with my life.

Judge has sentenced the alimony, but Brian is tough, he has unauthorized deducting \$150 monthly up to 10 months. And to previous separation, I could not even pocket pin money of \$1 m. Cause I owed a few credit cards, medical insurance, doctors fees.

Another domestic violence police reports and blood tests. (Exhibit 3, total 8 pages)

In 5/14/2008 my surgery failed, causing gall bladder perforation more than 2 days and approached dying. Brian refused to send ~~UNLAWFUL DISSEMINATION of this Restricted Information is PROHIBITED~~

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION) NV 26

ON THE 26 DAY OF JUN AT 1157 (AM/PM) 2015 6/26/15

Witness/Officer: [Signature] Las Vegas Metropolitan Police Department

Witness/Officer: [Signature] By: [Signature] SIGNATURE OF PERSON GIVING STATEMENT

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT CONTINUATION

Page 2 of 2

Event #: 150626-1843

my phone, interrupted and disrupted me a call 911. For the money, Brian also lied to the police by saying that my surgery was normal. When the police finally returned to my home landline phone, I ~~used~~ used English to yelled "help! help!" the police heard and came to my house to take me to the hospital by ambulance, the police saved my life (Exhibit 2, total 3 pages)

In addition, Brian extracted from community property \$10,000 gave my attorney Fred Page. Fred put the money in the written decree, trying to legalize it. Fred also asked for extra \$25,000 from me with ferocious attitude, he pointed his one finger very closely to my eyes. He also pose a threat to me. I am very, very scared. So I rejected his request and dismissed him as my attorney. ~~To~~ Yesterday I went to court. I found out that Fred taking revenge on me. Without my consent, posing as my attorney and continue to modify my files.

Witness: _____

[Signature] 6/1/14

Witness: _____

LVMPD 88 (REV. 3-91)

[Signature]

SIGNATURE OF PERSON GIVING STATEMENT

PRINT NAME OF PERSON GIVING STATEMENT

Translated by: Yun Guan
Date: July 23, 2014

I changed lock after you moved out and
told ^{you} to get your personal belongings while
I was home. However, you ordered yourself
a key to the new lock and stole my stuff
when I was at work, such as my financial
information and my will etc. Sooner or
later, you'll pay for your such shameful
stealing behavior / which also exposed
your personal quality.
pay for what?

你搬走後我換了門鎖，並告訴你要回來
拿你的東西，要我在家裡，但你偷之也請鎖
匠為自己配了門匙，在我上班時回來偷了好

Rumors
Slander

多我的東西：我的財政資料，遺囑等之。

no evidence

你迟早要為自己這種見不得人的小偷行為
付出代價，也暴露了你的人品。

Threat

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

RUORONG YU
Plaintiff/Petitioner
v.
BRIAN YU
Defendant/Respondent

Case No. D-13-478791-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.
- ☒ **\$0** ^{OR-} 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.
- ☐ **\$129** ^{OR-} 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.
- ☐ **\$57** ^{OR-} The Motion/Opposition being filed 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: Ruorong Yu

Date 7-21-2015

Signature of Party or Preparer _____

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 BRIAN YU,

4 Appellant,

5 vs.

6 ROURONG YU,

7 Respondent.

No.: 70348

Electronically Filed
Jan 04 2017 08:13 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

MOTION TO STAY
Emergency Motion Under NRAP 29(e)

8 COMES NOW Appellant, Brian Yu, by and through his counsel, F. Peter
9 James, Esq., who hereby moves this Honorable Court on an emergency basis to
10 stay execution of the underlying judgment pending the outcome of the appeal.

11 Dated this 3rd day of January, 2017

12 /s/ F. Peter James

13 _____
LAW OFFICES OF F. PETER JAMES
F. Peter James, Esq.
14 Nevada Bar No. 10091
3821 W. Charleston Blvd., Suite 250
15 Las Vegas, Nevada 89102
702-256-0087
16 Counsel for Appellant

17 ///

18 ///

19 ///

20 ///

NRAP 27(e) Certificate

Pursuant to NRAP 27(e), Appellant provides the following:

A. Appellant's counsel is as follows:

F. Peter James, Esq.
Law Office of F. Peter James, Esq.
3821 West Charleston Blvd., Suite 250
Las Vegas, Nevada 89102
702-256-0087

Respondent is in proper person on the appeal. Her contact information is as follows:

Ruorong Yu
6721 Old Valley Street
Las Vegas, Nevada 89149
702-505-2882
happyruorong@gmail.com

Respondent has counsel in the lower court. His contact information is as follows:

Robert O. Kurt, Esq.
Kurth Law Office
3420 North Buffalo Drive
Las Vegas, Nevada 89129
702-438-5810
kurthlawoffice@gmail.com

B. The facts showing the existence and nature of the claimed emergency are:

Just before the holidays, Respondent issued a Writ of Execution. (*See Ex. 1 hereto*). The Writ of Execution was improper as Respondent has been declared

1 a vexatious litigant who is not permitted to file any documents without leave of
2 the lower court. (*See* Order at 3:15-16, attached hereto as Ex. 2).

3 Moreover, Respondent is attempting to collect on the \$88,000 which the
4 lower court improperly awarded her. (*See* Ex. 2 at 2:19 – 3:4). This award is on
5 appeal in the present matter. The property was already divided in the Decree of
6 Divorce. (*See* Decree of Divorce, attached hereto as Ex. 3). Even if monies were
7 moved improperly, which Appellant has denied, all monies were accounted for
8 in the Decree of Divorce. It then becomes an accounting issue to find and divide
9 the money, not a further award of monies.

10 Appellant is not permitted to file a motion in the lower court as he has also
11 been (however improperly) declared a vexatious litigant. (*See* Ex. 2 at 3:10-16).
12 It would take weeks to get this matter set for a hearing in the lower court as
13 Appellant would have to seek leave of the lower court to file the motion and get
14 a hearing set—whether or not on shortened time. Moreover, the lower court
15 might not even permit a motion to stay to be filed—thus, Appellant would be
16 further prejudiced. The present issues warrant immediate court action.

17 C. This motion is being emailed to Respondent and her counsel in the lower
18 court concurrent with it being submitted for e-filing with the Court. Regular
19 service by mail is also being effectuated.

20 ///

1 Thus, Appellant is filing this Motion to Stay on an emergency basis.

2 Dated this 3rd day of January, 2017

3 /s/ F. Peter James

4 LAW OFFICES OF F. PETER JAMES

F. Peter James, Esq.

5 Nevada Bar No. 10091

3821 W. Charleston Blvd., Suite 250

6 Las Vegas, Nevada 89102

702-256-0087

7 Counsel for Appellant

8 **POINTS AND AUTHORITIES**

9 Appellant is requesting that the Court stay the execution of the judgments
10 in the lower court pending the outcome of the appeal.

11 **Relief Was Not Requested in the District Court**

12 As stated herein, Appellant did not request a stay in the district court.
13 Appellant is not permitted to file a motion in the lower court as he has also been
14 (however improperly) declared a vexatious litigant. (*See* Ex. 2 at 3:10-16). It
15 would take weeks to get this matter set for a hearing in the lower court as
16 Appellant would have to seek leave of the lower court to file the motion and get
17 a hearing set—whether or not on shortened time. Moreover, the lower court
18 might not even permit a motion to stay to be filed—thus, Appellant would be
19 further prejudiced. The present issues warrant immediate court action.

1 As the process in the district court would take weeks to be adjudicated, if
2 even heard at all, Appellant is seeking relief in this Court. A temporary stay
3 pending the lower court permitting a motion to stay being filed and then heard
4 might be prudent.

5 **Standard for a Stay**

6 The factors for stays in civil cases not involving child custody are as
7 follows:

- 8 1. Whether the object of the appeal will be defeated if the stay is denied;
- 9 2. Whether Appellant will suffer irreparable or serious injury if the stay is
10 denied;
- 11 3. Whether Respondent will suffer irreparable or serious injury if the stay is
12 granted;
- 13 4. Whether Appellant is likely to prevail on the merits in the appeal.

14 *See* NRAP 8(c). Appellant meets the standard for a stay.

15 **Whether the object of the appeal will be defeated if the stay is denied**

16 The object of the appeal will be defeated if the stay is denied. The object
17 of the appeal is, as is relevant to the request for a stay, the improper award of the
18 \$88,000 to Respondent.

19 As is discussed herein, the lower court improperly awarded Respondent
20 \$88,000. (*See* Ex. 2). Respondent is attempting to collect on this award, which

1 is improper given the vexatious litigant violation which is discussed herein. (*See*
2 Ex. 1).

3 If Respondent collects on the \$88,000 and Appellant prevails on appeal
4 (which is highly likely as stated herein), Appellant will have a very difficult time
5 recovering the money from Respondent. Respondent is financially irresponsible
6 and unstable. (*See e.g.* Petition for Stay filed in this Court on December 15, 2016,
7 evidencing that Respondent's house is in foreclosure).

8 **Whether Appellant will suffer irreparable or serious injury if the stay is**
9 **denied**

10 As stated herein, Appellant will suffer irreparable harm / serious financial
11 injury if the stay is denied. Respondent is attempting to collect on the debt. (*See*
12 Ex. 1). If Respondent collects the \$88,000, Appellant (as stated herein) will have
13 a very difficult time recovering the monies due to Respondent's financial
14 irresponsibility and instability. (*See e.g.* Petition for Stay filed in this Court on
15 December 15, 2016, evidencing that Respondent's house is in foreclosure).

16 **Whether Respondent will suffer irreparable or serious injury if the stay is**
17 **granted**

18 Respondent will not suffer any harm if the stay is granted. As stated, the
19 award of \$88,000 to Respondent is entirely improper. Even if Appellant
20 misappropriated funds, a simple accounting would remedy the matter. All that

1 needs to be done is an accounting of the balances of the accounts as of July 24,
2 2014. Half of the total amount would be divided to the parties (save offsets
3 awarded in the Decree). Thus, the award of \$88,000 for purported misappropriate
4 is improper as a simple accounting would resolve the matter.

5 Moreover and as stated herein, the lower court made no findings as to the
6 award. This is clear legal error.

7 As Appellant is highly likely to prevail, Respondent will not be prejudiced
8 by a stay being granted.

9 **Whether Appellant is likely to prevail on the merits in the appeal**

10 Appellant is very likely to prevail on the merits in the appeal. The award
11 of \$88,000 to Respondent is clear legal error. Moreover, the lower court made
12 no findings whatsoever—not as to what was purportedly misappropriated, not as
13 to when it was purportedly misappropriated, not as to how the court determined
14 how much was purportedly misappropriated, and not as to why an accounting
15 would not resolve the matter.

16 The lower court has improperly awarded Respondent \$88,000.00 to which
17 she is not entitled. The Decree of Divorce divided the parties' assets and debts
18 and gives a date certain for determination of the division, to wit July 25, 2014.
19 (*See* Ex. 3). Respondent alleges that Appellant misappropriated assets. (*See*
20 Opposition / Countermotion, attached hereto as Ex. 4).

1 As stated herein, the Decree provided for a date certain for calculation of
2 the date for which the division of assets was to be determined—July 24, 2014.
3 (*See* Ex. 3). Yet, the lower court erroneously (and without findings) determined
4 that Appellant misappropriated \$176,000 and awarded Respondent a windfall of
5 \$88,000. (*See* Ex. 2).

6 Even if Appellant did misappropriate funds (which he denies), this
7 becomes an accounting issue. All that needs to be done is to determine what the
8 account balances were on the July 24, 2014, add them up, and divide the amount
9 in half. That is what is to go to each party. It does matter where the monies come
10 from—all that matters is that Respondent gets half of the total assets. So, even if
11 Appellant did misappropriate funds (which he denies), this is an accounting issue.

12 The lower court improperly awarded Respondent \$88,000 when all that
13 needed to be done is an accounting. Moreover, it is entirely unclear how the
14 lower court determined that \$176,000 was purportedly misappropriated as there
15 are **no findings**. (*See generally* Ex. 2). The failure of the district court to make
16 specific findings of fact and conclusions of law as to arguments on appeal
17 prevents the reviewing court from conducting meaningful appellate review. *See*
18 *e.g. Jitnan v. Oliver*, 127 Nev. 424, 433, 254 P.3d 623, 629 (2011).

19 As such, Appellant is likely to prevail on appeal.

20 * * *

Weighing the factors for a stay, Appellant should be granted a stay of the underlying judgment.

CONCLUSION

The Court should issue a stay of the judgment of the lower court pending the resolution of the appeal. Alternatively, the Court should issue a temporary stay pending the lower court hearing the motion to stay.

Dated this 3rd day of January, 2017

/s/ F. Peter James

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