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IN THE SUPREME COURT OF THE STATE OF NEVADA

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ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *Melissa Miller*  
DEPUTY CLERK

Brian Yu  
Appellant,  
vs  
Ruorong Yu  
Respondent.

Supreme Court No. 86578  
District Court No. D-13-478791-D

APPELLANT'S INFORMAL BRIEF

**INSTRUCTIONS:** If you are an appellant proceeding pro se (without an attorney) in the Nevada Supreme Court, you must file either (1) a brief that complies with Nevada Rule of Appellate Procedure (NRAP) 28(a), or (2) a completed copy of this informal brief form, see NRAP 28(k), with the Nevada Supreme Court on or before the due date, see NRAP 31. In civil appeals, if you do not file one of these documents by the due date, the Nevada Supreme Court may dismiss your appeal. In postconviction criminal appeals, if you do not file one of these documents by the due date, the Nevada Supreme Court or Nevada Court of Appeals may decide your appeal on the record without briefing.

**HOW TO FILL OUT THIS FORM:** This form must be typed, unless you are incarcerated, in which case it must be clearly handwritten. You do not need to refer to legal authority or the district court record. If you are completing your brief on this form, write only in the space allowed on the form. **Additional pages and attachments are not allowed.** If typing an informal brief, you may either use the lined paper contained in this form or an equivalent number of pages of your own paper. Your brief will be stricken if you fail to follow the directions in this form and the Nevada Rules of Appellate Procedure.

**WHERE TO FILE THE BRIEF:** You may submit your brief for filing in person or by mail.

**To file your brief in person:** Briefs may be submitted for filing Monday through Friday, 8:00 a.m. to 4:00 p.m.

Bring the brief to the Clerk's Office at the Supreme Court of Nevada, 201 South Carson Street, Carson City, Nevada, 89701.

**Las Vegas:** Place your brief in the Clerk's Office Drop Box at the Las Vegas Courthouse for the Nevada Appellate Courts, 408 East Clark Avenue, Las Vegas, Nevada, 89101.

23-26770

To file your brief by mail: Mail the brief to the Clerk of the Supreme Court of Nevada, 201 South Carson Street, Carson City, Nevada 89701. **Your brief must be postmarked on or before the due date.**

You must file the original brief and 1 copy with the clerk of the Nevada Supreme Court. If you want the clerk to return a file-stamped copy of your brief, you must file the original form and 2 copies and include a self-addressed, stamped envelope. Documents cannot be faxed or emailed to the Supreme Court Clerk's Office.

Copies of the brief must be mailed or delivered to the other parties to this appeal or to the parties' attorneys, if they have attorneys. You must also include a proper certificate of service or complete the certificate that is attached to the informal brief form.

CAUTION: Pro se parties are prohibited from representing other parties. A pro se party may not complete a brief on behalf of other parties. Pro se parties may collaborate on their briefs, however, provided that if one brief is submitted on behalf of multiple pro se parties, each party must sign and date the brief to confirm that he or she has participated in the preparation of the brief and, by his or her signature, joins in the arguments and representations contained therein.

**Judgment or Order You Are Appealing.** List the judgment or order that you are appealing from and the date that the judgment or order was filed in the district court.

Filed Date	Name of Judgment or Order
4-14-2023	ORDER FROM HEARING ON MARCH 10, 2023

**Notice of Appeal.** Give the date you filed your notice of appeal in the district court: 5-11-2023

**Related Cases.** List all other court cases related to this case. Provide the case number, title of the case and name of the court where the case was filed.

Case No.	Case Title	Name of Court
70348,	Appeal	Supreme Court
79631	Appeal	Supreme Court

**Pro Bono Counsel.** Would you be interested in having pro bono counsel assigned to represent you in this appeal?

☐ Yes

☒ No

**NOTE:** If the court determines that your case may be appropriate for having pro bono counsel assigned, an appropriate order will be entered. Assignment of pro bono counsel is not automatic.

**Statement of Facts.** Explain the facts of your case. (Your answer must be provided in the space allowed.)

3-8-2002 Brian Yu (64) and Ruorong Xu (48) married in Shanghai China. That time Ruorong's son Xu Caixuan just over 18 years old. It took ten years, March 2012 Xu Caixuan finally got his visa came to States. 3-20-2008 Ruorong Yu filed an Affidavit, document No. 20080320:00758 laying out ground work for divorce, Brian Yu knew nothing about it. 10-7-2012 Ruorong Yu moved out from couple's residence. 4-19-2013 Ruorong Yu filed Complaint for Divorce. 7-25-2014 court hearing minutes ordered #2). divorce was granted. #3). Stated "**any property or debit inquired 7-25-2014 forward shall be party's separated obligation**". 8-22-2014 court hearing Ruorong Yu's attorney Mr. Page was ordered to draft the decree of divorce, Brian Yu's attorney Mr. Sachs to review and to revise the draft. 9-11-2014 two attorneys and Brian Yu had a meeting at Mr. Sachs office. Brian Yu demanded E-Trade IRA 9250 account must take off from the draft as community property, the evidence shown, that since 4-26-2000 Brian opened a 457 (b) retirement account with

Hartford Life Insurance through **City of Las Vegas** payroll deduction, then Brian Yu was no longer qualified making contribution into E-Trade IRA 9250 account, Therefore, this account was not a community property, this is plain and simple! Mr. Page never revised his draft as requested. January 2015 Mr. Page was fired by Ruorong Yu (Mr. Page was fired and hired many times) and Mr. Sachs was checked in the hospital and passed away March 14, 2015. Ruorong Yu pick up Mr. Page's draft modified to her favor (especially Page 2, #4 laying out the ground work for later fabricated JPI claim). without Brian Yu's acknowledge, 6-9-2015 submitted to court for Judge's signature. (Mr. Page's original draft was filed at Brian Yu's 2-9-2023 filed EXHS in EXHIBIT "A").

**A). GE Interest Plus account was a common property.** {For more details, please see OPPC filed 9-28-2022 by Brian Yu, #B). "Regarding the history of GE Interest Plus account"} June 2015 GE informed Brian Yu, that they will close their program. Advised all customers transfer their money out before July 1, 2015. They recommended move the money to Synchrony Bank at Atlanta. 6-22-2015 Brian Yu opened an account with Synchrony Bank. 6-26-2015 Brian Yu issued a check of \$20,000 from GE account deposited into the new **Synchrony Bank account**. 7-6-2015 issued another check of \$40,000 from GE account deposited into Synchrony Bank account. 7-10-2015 issued a check of \$10,000 from GE account deposited into **Gain Capital account** (before the deposit the account balance was \$2,663.27 Ruorong Yu entitled half of it). 7-10-2015 issued the last check from GE account for the reminding balance of \$33,563.45 into **Chase Bank account** (this account was opened 8-23-2014 and closed 11-17-2017 by court order.) 8-17-2015 Brian Yu and Ruorong Yu's attorney Mr. Page reached an agreement to settle GE Interest Plus account dispute. 8-22-2015 money change hand was in Brian and Ruorong's mutual friend Xiaoping Yao's office. Ruorong signed the agreement, Mr. Yao handed Ruorong a Chase Bank check of \$52,788.84 for her half of GE money. The agreement stated that Ruorong Yu waived claims of the money that deposited into Synchrony Bank, Gain Capital and Chase Bank. Those were Brian Yu's half of GE money. Since Brian Yu deposited \$33,563.45 into Chase Bank account and issued a check of \$52,788.84 to Ruorong Yu.  $\$52,788.84 - \$33,563.45 = \$19,225.39$ . \$19,225.39 was from Chase Bank account Brian's own money. Therefore,  $\$20,000 + \$40,000 + \$10,000 - \$19,225.39 = \$50,774.61$ . As of 8-22-2015, Brian Yu's share of GE money was **\$50,774.61**. The evidence was in Exhibit "D" of 9-28-2022 EXHS filed by Brian Yu. (This event was mentioned in Brian Yu's 12-22-2017 filed "Informal Brief" for appeal case: 70348 page 4 (M) to Supreme Court before.) The 8-22-2015 GE Interest Plus account settlement agreement was signed by Ruorong Yu with undisputable evidence, but **court never acknowledge this out of court settlement**. Encouraged by **court's attitude**, Ruorong Yu never admitted she got her half of \$52,788.84 GE account money, even though the cancelled check proved she got the money. Ruorong Yu used her 3-20-2008 filed Affidavit, document No. 20080320:00758 as an excuse. On Brian Yu's requests witness Xiaoping Yao 1-31-2016 submitted his "To Whom it May Concern". Telling the story on what had happened when money changed hand. (Please see 9-28-2022 filed EXHS Exhibit "D").

**B).** Regarding Sick leave and Vacation hours pay: Brian Yu repeatedly submitted the evidence that 3-02-2002 he already accrued **503.50** hours of **sick** leave and **285.40** hours of **vacation** before 3-

8-2002 marriage. (2-09-2023 EXHS Exhibit "F"). When court accepted Ruorong Yu's request-based on Brian Yu's 6-25-2015 pay slip shown **987.08** sick leave hours and **516.86** vacation hours to figuring out her share of benefit. Since both figures were including Brian Yu's accrued hours before marriage. Court ordered Brian Yu to pay half of \$69,158.00; of \$34,579.00 that **was wrong, totally ignored** the hours Brian accrued before marriage. Therefore, the correct way of figuring out Ruorong Yu's fair share of sick leave and vacation hours should be like this:

Sick leave;  $1/2(987.08 - 503.5) \times \$51.19/\text{hour} = \$12,375.07$

Vacation;  $1/2(516.86 - 285.40) \times \$51.19/\text{hour} = \$5,914.28$

$\$12,375.07 + \$5,914.28 = \$18,286.35$  this amount should be Ruorong Yu's fair share.

C). Brian Yu did owe Ruorong Yu \$19,989.00 for the shortfall of E-trade 0241. **But** Ruorong Yu also owed Brian Yu \$20,000 for paying her attorney fee to Mr. Kurth by 7-20-2017 court order from Brian Yu's half of the GE account money in Synchrony Bank. These **two debits should be off-set.**

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**Statement of District Court Error.** Explain why you believe the district court was wrong. Also state what action you want the Nevada Supreme Court to take. (Your answer must be provided in the space allowed.)

A). After 8-22-2014 court hearing Ruorong Yu's attorney Mr. Page was ordered to draft the decree of divorce, Brian Yu's attorney Mr. Sachs to review and to revise the draft. 9-11-2014 two attorneys and Brian Yu had a meeting at Mr. Sachs office. Brian Yu shown Mr. Page the evidence, demanded E-Trade IRA 9250 account must take off from the draft, because since 4-26-2000 Brian opened a 457 (b) retirement account with Hartford Life Insurance through City of Las Vegas (two years before 3-8-2002 marriage), then Brian Yu was no longer qualified making contribution into E-Trade IRA 9250 account. Therefore, this account **was not a community property**. Mr. Page never revised his draft as requested. January 2015 Mr. Page was fired by Ruorong Yu. 6-9-2015 Ruorong Yu pick up Mr. Page's draft, modified to even more to her favor, without Brian Yu's acknowledge, submitted to court for Judge's signature. That led to the question of the **lawfulness of the 6-9-2015 signed Decree of Divorce**. That was why for years Brian Yu kept appealing to the court for reconsidering some court rulings.

B). 7-25-2022 Brian Yu filed OPPC with two counter Motions, **both issues were acknowledged the request by 7-8-2021 court order.** a) 8-22-2014 court hearing Brian Yu agreed to sell his half of the community property on 6721 Old Valley Street for the value of \$170,000 for \$60,000. But when 6-18-2020 Ruorong Yu finally paid Brian Yu \$60,000, the property value of the already

increased to \$270,301, Brian Yu should share half of the increased \$100,000 of the property value. Therefore, **Ruorong Yu owed Brian Yu \$50,000.** (Exhibit "C"). **b).** 8-22-2014 court trial Ruorong Yu's attorney Mr. Page misleading the court on Brian Yu's two parts informal LIVING WILL, written in Chinese as a simple gift note, gave the condo to Ruorong Yu, when Brian Yu die. This two parts Chinese Note was an **informal LIVING WILL**, (Exhibit "B" The back ground story of this event also was filed in S. C. case No. 70348 page 6 #4. of Informal Brief). the intent was clear! That was a husband to his wife on her request, to ensure in case of his sudden dead, she will have income and a place to live (Please see 6-8-2021 EXHS Exhibit "I" filed by Brian Yu's former attorney Miss Veiga). When 7-25-2014 Trial divorce was granted, then this informal LIVING WILL should be **automatic voided**. Then 8-22-2014 Trial on this issue had no legal base, therefore the condo's **ruling should be revised**. Both Motions was scheduled for 8-4-2023 hearing. 8-2-2022 count minutes ordered the 8-4-2022 hearing to be vacated and **stated** that the two Motions **SHALL** be heard at 8-23-2022 hearing. But 8-23-2022 hearing, 11-15-2022 hearing and 3-10-2023 hearing court didn't hear both Motions. Court didn't give explanation why the Motions not to be heard.

**C). 4-14-2023 ORDER FROM HEARING ON MARCH 10, 2023.** Actually, March 10, 2023 had no hearing, Honorable Judge came in read the court order and left, the so call hearing last less than 10 minutes. 4-14-2023 Order has many mistakes **a).** The Order was submitted by Ruorong Yu for Judge Henderson's signature. **b). FINDING (1).** Saying "Synchrony Bank account was **concealed** from Plaintiff" and said this account was opened 6-26-2015 (after 7-25-2014 divorce was granted) that was logical **wrong**, all the money deposited into this account was by checks from GE account. 8-22-2015 Plaintiff signed an agreement to settle GE Interest Plus account in front of a witness. She got her half of **\$52,788.84** and agreed to waive any claims for the money left in Synchrony Bank, Chase Bank, and Gain Capital as Defendant's half of GE account money. **(2).** Before \$10,000 GE money was deposited into Gain Capital account, the account balance was \$2,663.27. Plaintiff entitled half of it. **(3).** When figuring out Plaintiff's benefit on sick leave and vacation hours based on 6-25-2015 Defendant's pay slip shown hours **should deducted 503.50 hours sick leave and 285.40 hours vacation Defendant accrued before marriage.** the correct figure total should be \$18,286.35. **(4).** Defendant dose owe Plaintiff \$19,989.00 for shortfall of E-trade 0241 account. but court avoid to acknowledge that Plaintiff also owed Defendant \$20,000 for her attorney Mr. Kurth's attorney fee by 7-20-017 court order. **c). ORDERED (1).** Court ordered Defendant pays Plaintiff half of Synchrony Bank account **was wrong**. Synchrony Bank account was opened 6-22-2015. **I).** First this account was opened after 7-25-2014 divorce was granted. Plaintiff has no right to claim anything against this account. **II).** Second Plaintiff signed an agreement acknowledge this account was portions of Defendant's half of GE account money. The undisputable evidence was shown on Defendant's 2-09-2023 filed **EXHS** Exhibit "D" that was portion of Defendant's half of GE account money. **(2).** Court ordered Defendant pays Plaintiff half of Gain Capital account balance **was wrong** that was portions of Defendant's half of GE account money. As mentioned above, Plaintiff only entitled half of previously balance of \$2,663.27 (Exhibit "D"). **(3).** Court ordered Defendant pays Plaintiff half of \$69,158.00 for sick leave and vacation hours benefit **was wrong**. when Defendant retired 9-8-2018 after tax City actually paid Defendant \$22,112.71 for sick leave and vacation hours benefit. When court decide based on 6-25-2015 Defendant's pay slip shown 987.08 sick leave hours and 516.86 vacation hours

to figuring out Plaintiff's share of benefit. Since both figures were included Brian Yu's accrued hours before marriage (9-28-2022 filed EXHS Exhibit "F"). court didn't deduct those hours before making calculation **was wrong**. when deducted those hours the correct figure should be **\$18,286.35**. (The computation was mentioned above). **(4)**. Defendant owed Plaintiff \$19,989.00 for the shortfall of E-Trade 0241. But **court ignore** Plaintiff also owed Defendant \$20,000 for her attorney Mr. Kurth's attorney fee (Exhibit "E") by 7-20-207 court order. Two debits can't be off set **was wrong**.

**D).** Court admitted Synchrony Bank was opened 6-26-2015 (actually opened 6-22-2015). According to 7-25-2014 court minutes order #3). Stated **"any property or debit inquired 7-25-2014 forward shall be party's separated obligation"**. Therefore, Plaintiff has **no right filed claims** on any Bank accounts that were opened after 7-25-2014. But Plaintiff ignored this ruling kept fabricated claims without any support evidence. Although Defendant already responded the issues, but court didn't take action settle the issues, the court's pending let Plaintiff kept bring them back on the table again and again, both sides keep filing court papers after court papers, making things became complicated and confused. **Court allows this simple divorce case being dragged on more than ten years wasting society resource that is unreal.**

Although so many evidence have been filed regarding GE Interest Plus account and Synchrony Bank account, since 8-22-2015 Ruorong Yu signed settlement agreement in front of witness. But **court keeps ignore this fact**. During 8-23-2022 court hearing Brian Yu was surprised to hear Honorable Judge kept asking Plaintiff strange questions about Synchrony Bank account. That gave Defendant an impression that Honorable Judge has no knowledge about this account at all, in this case it was hard to argue this issue in court. After 8-23-2022 hearing Defendant 9-28-2022 filed OPPC. Second issue B.) **"Regarding the History of GE Interest Plus account"** gave detail explanation how GE account money being transferred into Synchrony Bank Gain Capital and Chase bank, hoping the next hearing Honorable Judge knew more details about those accounts. Unfortunately, 11-15-2022 court hearing, when Honorable asking Plaintiff questions regarding Synchrony Bank still out of the ball park. That made Defendant wonder if Honorable Judge reads the document Defendant filed or just ignore those fact of evidence. Therefore, before the scheduled 2-23-2023 hearing, (later 2-23-2023 hearing was vacated, changed to 3-10-2023). Defendant 2-09-2023 filed REPLY and 2-09-2023 Filed EXHS **preparing for the oral agreement in court**. Unfortunately, on 3-10-2023 hearing there were no oral arguments. Honorable Judge came in read the ruling and left.

#### **COURT OF APPEAL SHOULD HEAR AND FINALLY END THIS COURT CASE**

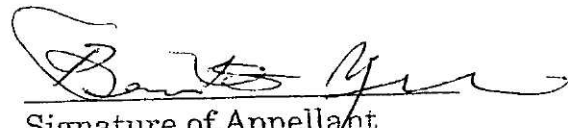
This simple divorce case has been dragged on more than ten years. Even GE Interest Plus account agreement was signed 8 years ago. Court ignores the signed agreement and all undisputable evidence, that created Synchrony Bank and Gain capital issues, the court's pending attitude **encouraged** Ruorong Yu kept lying about this account and denied she got her fair share of \$52,788.84, and fabricated more fake claims to make this case more complicated and confused. Two appeals had been filed with Supreme Court, and sent back to District Court twice already, nothing has changed. **"4-14-2023 ORDER FROM HEARING ON MARCH 10, 2023"** undoubtedly one-side favor to Respondent. If this court case to be sent back to District Court again,

there will be no fair justice for Appellant. Appellant feels it is the time for Court of Appeals to step in to hear this court case based on 7-8-2021 Order for pending and the requests acknowledged by court issues. Allow both sides present evidence for oral arguments, and based on proved beyond reasonable doubt evidence making final rulings, once for all for the following issues;

- 1). Distribution of Synchrony Bank account, first verify the moneys deposited into this account were from GE Interest Plus account. (Evidence in Appellant filed 2-9-2023 EXHS Exhibit "D").
- 2). Distribution of Gain Capital account, the money deposited into this account was from GE Interest Plus account. and the account balance before the deposit. (2-9-2023 EXHS Exhibit "D").
- 3). Distribution of sick leave and vacation hours, acknowledge the sick and vacation hours Appellant accrued before the 3-8-2002 marriage. (2-9-2023 EXHS Exhibit "F").
- 4). Verify E-Trade IRA 9250 account was not community property. (2-9-2023 EXHS Exhibit "E").
- 5). Verify E-Trade 0241 account \$19,989 shortfall should be offset by Robert Kurth withdrew \$20,000 from Synchrony Bank account. (2-9-2023 EXHS Exhibit "D").
- 6). Distribution of Wells Fargo account. (2-9-2023 EXHS Exhibit "G").
- 7). Compensation of \$50,000 on \$60,000 house deal. (2-9-2023 EXHS Exhibit "C").
- 8). Review the interpretation of two parts Chinese Note-an informal LIVING WILL or just a gift note, and the condo ruling. (2-9-2023 EXHS Exhibit "B").

Or by Court of Appeal's agendas to close this court case.

DATED this 10 day of August, 2023.

  
Signature of Appellant

BRIAN YU

Print Name of Appellant