【中文翻译 仅供参考】

案件号 1:23-cr-00118-AT 文件号 379 提交日期06/20/24 页数 1

来自: <u>Bess Fung</u>

发给: Torres NYSD Chambers

主题: USA vs. Miles Guo Case No. 23-cr-118 (AT) 日期: Thursday, June 20, 2024 6:32:24 AM

附件: fung henry 2 SERVICE CC AMEND SUM AND COMP.pdf

GTV GUO Li XiangPing Assignment.pdf

美国纽约南区地方法院 文件 电子存档 文件编号#:_____ 存档日期: 6/20/2024

注意-外部:

尊敬的托雷斯法官,

我叫Bess Fung,代表我父亲Henry Fung写这封信。我父亲居住在加利福尼亚,目前在国外。我的父亲是涉及GTV Media和New People LLC投资骗局的受害者,这正是正在进行的案件美国诉郭文贵案(案号:23-cr-118 (AT))的主题。

我父亲根据建议在2020年5月15日至2022年2月10日期间向上述实体汇款并寄送支票, 共计234,000美元。不幸的是,他从未收到任何投资确认或股票。负责管理他账户的人 黎湘萍(音译 XiangPing Li),在我父亲提出对该操作合法性的疑虑后,未提供任何信息并且已经失踪。

我已附上所有相关文件,包括对黎先生的法院诉讼文件以及银行支票和汇款的证据供您 参考。

我们的主要询问是关于我父亲是否需要出庭作证以追回他的资金。如果需要他的证词,我们希望能得到关于所需步骤的指导,包括由于他目前所在位置是否可以远程作证的必要步骤。

另外,我们希望探讨我代表我父亲在法庭上维护其利益的可能性。如果这是一个选项, 我们恳请提供关于我如何代表他行事的相关信息。

感谢您的时间和考虑。我期待您关于帮助我父亲追回投资的最佳行动方案的回复。

此致,

Bess Fung

Henry Fung的代表人

注意: - 外部邮件: 这封邮件来自法院外部。当打开附件和点击此链接时请注意。

SUMMONS First Amended (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

XIANG PING LI AND DOES 1-10, INCLUSIVE.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

HENRY FUNG

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

Electronically FILED by Superior Court of California, County of Los Angeles 12/01/2023 10:51 AM David W. Slayton, Executive Officer/Clerk of Court, By J. Gonzalez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee walver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. [AVISOI Lo han demandado. Si no responde dentro de 30 dias, la corte puede decidir en su contra sin escuchar su versión, Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede ilamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a tercentra cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: (El nombre y dirección de la corte es): Civil UNLIMITED	CASE NUMBER: (Numero del Caso):	
Superior Court of the State of California, County of Los Angeles, 400		23PSCV01097
Civic Center Plaza, Pomona, CA 91766		

The name, address, and telephone number of plaintiffs attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Dennis John Sanchez, Esq., #128900, 5307 E. Beverly Blvd., Los Angeles, CA 90022 323-725-7714

DATE: (Fecha) 12/01/2023	David W. Slayton, Executive Officer/Clerk of Court	Clerk, by (Secretario)	J. Gonzalez	, Deputy (Adjunto
(For proof of service of the (Para prueba de entrega	is summons, use Proof of Service of Sum de esta citatión use el formulario Proof of NOTICE TO THE PERSON SERVILLE 1 as an individual defenda 2 as the person sued under the summer of th	Service of Summons, VED: You are served nt.	(POS-010)).	
	3. on behalf of (specify):		(Specify)	
		rporation) funct corporation) sociation or partnershi	CCP 416.60 (minor) CCP 416.70 (conserve) CCP 416.90 (authorized)	
	d. by personal delivery on ((date):		

200			
1	THE LAW OFFICES OF		
2	DENNIS JOHN SANCHEZ 5307 E. BEVERLY BLVD.		
3	LOS ANGELES, CA 90022		
4	323-725-7714 CA BAR NO.: 128900		
5	Attorney for Plaintiff,		
6	HENRY FUNG		
7	IN THE SUPERIOR COL	JRT OF THE STATE OF CALIFORNIA	
8			
9	COUNTY OF LOS ANGELES, CENTRAL DISTRICT		
10	HENRY FUNG.		
11	HEIRT FUNG,) CASE NO.: 23PSCV01097	
12) UNLIMITED	
13) FIRST AMENDED	
14	Plaintiff,) COMPLAINT FOR) 1) BREACH OF CONTRACT;	
	vs.) 2) FRAUD AND DECEIT;	
15	XIANG PING LI, AND DOES 1-10.		
16	INCLUSIVE. Defendants.	Description of the second of t	
17	Defendants.		
18			
19	PLAINTIFF, complains and allege	S :	
20	ALLEGATI	ONS COMMON TO ALL	
21	CAUSES OF ACTION		
22	1. Plaintiff is and at all times herein mentioned an individual residing in the County of Lo		
23	Angeles, State of California.		
24	2. Plaintiff is informed and believe	s that Defendent VIANC BING LT ! ! If ! ! .	
25	2. Plaintiff is informed and believes that Defendant, XIANG PING LI, is an individual		
26	residing in the County of San Bernardino,		
27		s, whether individual, associate or otherwise of	
28		known to Plaintiff who therefore sues said defendants	
1,415	fictitiously pursuant to CCP Section 474 I	Plaintiff alleges based on information and ballaf that	

each of the defendants designated herein as a DOE; (i) is responsible in some manner or way for the events and/or happenings herein referred to, and/or caused injury and damages directly and/or proximately thereby to Plaintiff as alleged herein, (ii) is vicariously liable and responsible, either as an agent, employee, joint venturer, employer, partner, and or co-conspirator, for the happenings, events, damages, and/or injuries complained, and alleged in this lawsuit and Complaint; or (iii) otherwise in an indispensable party to this action.

- 6. At all times relevant, each of the defendants, named and fictitiously named were the agent, employee, co-venturer, and or co-conspirator of each of the remaining defendants and in doing the things herein alleged and mentioned were acting within the course, scope, purpose, consent, knowledge, ratification, and/or authorization of such agency, employment, joint venture, and/or conspiracy. Whenever in this Complaint reference is made to "Defendants and each of them" such allegations shall be deemed to mean the acts of the defendants acting individually, jointly and or severally.
- 7. Prior to 2017, Defendant, LI, was a student of Planitiff where Plaintiff provided courses and study on the Buddhist faith. In 2017, the Defendant, LI, originally came to the United States from China and after a brief exit, returned to live in the United States in 2018, where he resided in one of Plaintiff's properties for a period of many years.
- 8. Defendant, LI, approached the plaintiff and advised the plaintiff that their existed an investment in a business known as New People, LLC. Defendant, LI, represented that New People, LLC was a media business in the United States and that the Plaintiff could realize a great return on his investment.
- 9. On or about May 15, 2020, the plaintiff and the defendant entered into an oral agreement that Plaintiff would invest sums in New People LLC, and that the defendant, LI, would manage and assist the Plaintiff with his investment, keeping him informed of all transactions and developments involved with the investment. The parties would share in the profits and net return from the investment. Defendant, LI, further stated that he would provide the Plaintiff with stock in the business once said stock was issued by New People LLC. To complete this investment,

Defendant instructed Plaintiff to make and also to wire transfer payments to VOICE OF GUO MEDIA and NEW PEOPLE LLC.

- 10. On or about May 15, 2020, Defendant, LI, instructed me to wire transfer directly to Voice OF Guo Media Inc and to New People LLC and Defendant LI represented that I would receive shares in the business known as New People LLC. I, and my wife, May Margaret Fung, as a result, trusting the Defendant, LI, wired transferred AND sent bank drafts in the following amounts:
- a) On May 15, 2020, a transfer was made to VOICE OF GUO MEDIA in the amount of \$66,000.00
- b) On May 15, 2020, a check dated May 15, 2020, was sent to VOICE OF GUO MEDIA in the amount of \$18,000.00
- 11. On November 18, 2021, using my spouse's account, May Margaret Fung was sent to NEW PEOPLE, LLC in the amount of \$66,000.00.
- 12. On February 10, 2022, again using my spouse's account a deposit was sent in the amount of \$84,000.00.

These wire transfers and bank drafts sent to Voice of Guo Media Group and NEW PEOPLE LLC from me totaled \$234,000.00.

A copy of said evidence of transfer of funds is attached hereto as **EXHIBIT A**, and incorporated herein by this reference.

13. After many attempts to communicate with Defendant, LI about the investments made, thereafter, Plaintiff began to investigate as to the monies he had transferred to VOICE OF GUO MEDIA and New People LLC. In September, 2022, Plaintiff became aware of the fact that no investment existed under his name. He was informed that the monies wire transferred to VOICE OF GUO MEDIA and New People, LLC, were transferred into an account under the name of defendant, Xiang Ping Li, and that no stock had been issued under any person's name, specifically

not plaintiff's. Furthermore, Plaintiff was advised that part of the investment monies wire transferred had been assigned to a business known as TV MEDIA GROUP, which was involved in a separate class action lawsuit, which resulted in the necessity of making a claim for any monies which was "claimed" within a specific period in order to be included in the "class." Defendant, LI, was aware of these occurrences and failed to inform the Plaintiff of the status of his investment. Plaintiff, realizing that he was "cheated" and requested that the Defendant, LI, return the monies which were paid at his request. Defendant, LI, refused.

FIRST CAUSE OF ACTION BREACH OF CONTRACT

- 12. Plaintiff incorporates by reference paragraph 1 through 11, inclusive, as if set forth herein in full.
- 13. Plaintiff agreed to invest the sum of \$234,000.00 in New PeopleLLC, at the insistence of the Defendant. Defendant promised that said investments would be under the Plaintiff's name. The Defendant further promised to manage said investment, keeping the Plaintiff informed of all of the transactions involving plaintiff's investment. In addition, the Defendant, L1, represented to the Plaintiff that he would be issued stock in the business known as New People LLC. Defendants, however, provided instructions to the Plaintiff to wire transfer the investment amounts to VOICE OF GUO MEDIA and New People LLC, which accounts did not give any credit to Plaintiff's name as the investor, but rather the Defendant's name. In addition, defendant failed to manage said investment and failed to provide the Plaintiff with stock from New People LLC, failed to inform the Plaintiff of all transactions made and failed to manage and keep plaintiff informed of all transactions.
- 14. Plaintiff has performed all conditions and covenants required of plaintiff to be performed pursuant to the terms of said agreement, including, but not limited to the payment of

\$234,000.00 to VOICE OF GUO MEDIA and New People, LLC.

15. Plaintiff is informed and believes and thereon alleges that defendants, failed to perform their acts and obligations required of said defendant to be performed pursuant to the terms of the agreement.

16. As a direct and proximate result of the defendant's failure to perform, as aforesaid, plaintiff has suffered damages the exact nature and extend of which are unknown to plaintiff at this time, but are in an amount which exceeds \$234,000.00. Plaintiff will ask leave of court to amend this complaint when the amount of said damages has been ascertained.

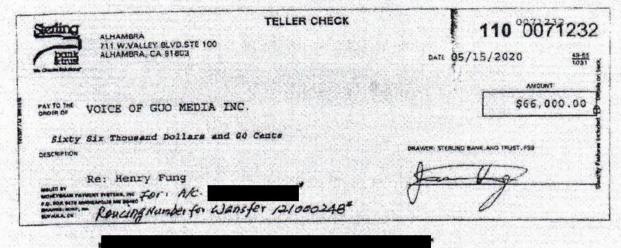
SECOND CAUSE OF ACTION- FRAUD

- 17. Plaintiff incorporates by reference paragraph 1 through 16, inclusive, as if set forth herein in full.
- 18. Within the last three years, at Los Angeles, Ca, defendants, defendants falsely and fraudulently misrepresented to plaintiff that
- 19. The representations made by the defendants were false, and these representations were made by defendant and each of them with the intent to defraud and deceive plaintiff and with the intent to induce individuals or entities to act in the manner alleged.
- 20. Defendants made these promises to transfer title to the plaintiff without the intent of keeping said promise.
- 21. As a proximate result of defendant's fraud, deceit, and concealment, plaintiff lost all monies paid at the defendant's insistence totaling the sum of \$234,000.00.
- 22. The aforementioned conduct of defendant was a misrepresentation of material facts, deceit and a concealment of a material fact known to the defendants which was done with the

1 intention of the parties of thereby depriving plaintiff of property or legal rights or otherwise 2 causing injury, and was despicable conduct that subjected plaintiff to a cruel and unjust hardship 3 in conscious disregard of plaintiff's rights so as to justify an award of exemplary damages. WHEREFORE, Plaintiff prays for Judgment against defendants and each of them, as 5 follows: 6 ON THE FIRST CAUSE OF ACTION 1) For damages in the sum of \$234,000.00, plus interest as of the date of breach. 8 9 ON THE SECOND CAUSE OF ACTION 10 1) For general damages for fraud and deceit in the sum of excess of \$234,000.00 and 11 12 according to proof. 13 2) For punitive damages in an amount sufficient to set an example of defendant and 14 punish the defendant in an amount according to proof. 15 ON ALL CAUSES OF ACTION 16 1) For costs of suit herein incurred; 17 2) For attorneys fees according to proof; and 18 3) For such other and further relief as this Court may deem just and proper. 19 20 Dated: November 30, 2023 THE LAW OFFICES OF 21 **DENNIS JOHN SANCHEZ** 22 BY: DENNIS JOHN SANCHEZ, Esq. 23 Attorney for Plaintiff, HENRY FUNG 24 25 26 27

28

EXHIBIT A



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Checking Account Statement Date Page

05/31/2020 3 of 3



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r ginator (Sending C ender Account #: ustomer Sender Name:	化自然合适用,然后连续到了这样的意思。在是这个人的人,就是这种人的一种的人的人的重要。
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ustomer's Signature:	Henry Jung
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Frequent Manual	
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intomor Call Back Verification - CSR Signature and Date)

runch Operations Approval:

ate Time Received from Branch:

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Southfield, MI 48076 WIRE TRANSPER REQUEST	
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Griginator (Sending Customer) Sender Account #: Customer/Sender Name: MAY MARGARET FUNG	
Beneficiary (Receiver Information) Receiver Account #: Peceiver Name: NEWPEOPLE LLC	
Receiver Address:, Originator (Customer) to Beneficiary (Receiver) Information Text/Comments: FROM HENRY FUNG Purpose/Additional Information: Contact Information:	
FOREIGN WIRE SECTION Beneficiary Bank: Beneficiary Bank Address:	
Country: Currency Type:	
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Controller/Officer:	The state of the s
TFO Executive Mgmt:	
For Branch/Deposit Operations Use Only	*********
Justomer Call Back Verification - CSR Signature and Date)	and the same of the angles of the same of
Branch Operations Approval:	
Date Time Received from Branch:	

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this 21st day of January, 2023, between XIANGPING LI, hereinafter referred to as "ASSIGNOR" and HENRY FUNG AND MARGARET FUNG, hereinafter referred to as "ASSIGNEES", in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged;

WHEREAS, HENRY FUNG AND MARGARET FUNG invested in NEW PEOPLE LLC aka GTV Media Fair Fund aka VOG in the amount of \$184,000.00. Said investment was generated from

WHEREAS, Said investment of \$\frac{184,000.00}{} was made with the assistance of the assignor, XIANGPING LI;

WHEREAS, XIANGPING LI is named as the beneficial owner of the investment amount made by HENRY FUNG and MARGARET FUNG with NEW PEOPLE LLC aka GTV MEDIA FAIR FUND aka VOG;

WHEREAS, the Assignor, XIANGPING LI, wishes to assign all of his rights and obligations with regards to the investment made under his name with NEW PEOPLE LLC, aka GTV MEDIA FAIR FUND, aka VOG, to the Assignees, HENRY FUNG and MARGARET FUNG;

NOW THEREFORE, Assignor and Assignees agree as follows:

- 1) Assignor and Assignee hereby agree that the Assignor shall assign all his rights, title, and interest, and delegate all of its obligations, responsibilities, and duties, in said investment to the Assignees, HENRY FUNG and MARGARET FUNG.
- 2) Assignees hereby accept the assignment of all of the

Assignor's obligations, responsibilities and duties in said investment made with NEW PEOPLE LLC, aka GTC MEDIA FAIR FUND, aka VOG;

3) IT IS FURTHER AGREED, that the payment necessary to be made to XIANGPING LI from NEW PEOPLE LLC, aka GTV MEDIA FAIR, aka VOG, in satisfaction of the Claim filed by HENRY FUNG AND MARGARET FUNG, can be paid directly to HENRY FUNG AND MARGARET FUNG.

This Agreement is governed by the laws of the state of California and Assignor and Assignees expressly consent to the Jurisdiction of such courts.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.

XIANGPING LL

HENRY FUNG

MARGARET FUNG

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of Angeles	
on January 21, 2023 before me,	Zimo Jiana, Notary Public (insert name and little of the officer)
subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

ZIMO JIANG
COMM # 2350823
Los Angeles County Comm Exp Mar. 10, 2025