

USDC SDNY

DOCUMENT

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DOC #:

DATE FILED: 6/20/2024

From: [Bess Fung](#)
To: [Torres NYSD Chambers](#)
Subject: USA vs. Miles Guo Case No. 23-cr-118 (AT)
Date: Thursday, June 20, 2024 6:32:24 AM
Attachments: [fung henry 2 SERVICE CC AMEND SUM AND COMP.pdf](#)
[GTV GUO Li XiangPing Assignment.pdf](#)

CAUTION - EXTERNAL:

Dear Judge Torres,

My name is Bess Fung and I am writing on behalf of my father, Henry Fung, who resides in California and is currently out of the country. My father is a victim of the investment scam involving GTV Media and New People LLC, which is the subject of the ongoing case, USA vs. Miles Guo, Case No. 23-cr-118 (AT).

My father was advised to invest in this scheme and, based on that advice, wired and sent checks to the aforementioned entities between May 15, 2020 and February 10, 2022 totaling USD\$234,000. Unfortunately, he never received any confirmation of his investment nor any shares. The person who managed his account, XiangPing Li, never provided any information and has since disappeared, when my father raised concerns about the legitimacy of the operation.

I have attached all relevant paperwork, including court filings against Mr. Li, and evidence of bank checks and wires for your reference.

The primary inquiry concerns the potential need for my father to appear in court as a witness to reclaim his funds. If his testimony is required, we would be grateful for guidance on the process involved, including any necessary steps to facilitate his appearance remotely if possible due to his current location.

In the alternative, we would like to explore the possibility of me representing my father's interests in court. If this is an option, we kindly request information about the process for me to act on his behalf.

Thank you for your time and consideration. I look forward to your response regarding the best course of action for my father to recover his investment.

Sincerely,

Bess Fung

On Behalf of Henry Fung

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

SUM-100

SUMMONS *First Amended*
(CITACION JUDICIAL)

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 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

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 waiver 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. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, 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 llamar 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 reclamar las 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

Superior Court of the State of California, County of Los Angeles, 400
 Civic Center Plaza, Pomona, CA 91766

CASE NUMBER:
 (Número del Caso):

23PSCV01097

The name, address, and telephone number of plaintiff's 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 this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

Electronically Received 12/01/2023 10:51 AM

1 THE LAW OFFICES OF
2 DENNIS JOHN SANCHEZ
3 5307 E. BEVERLY BLVD.
4 LOS ANGELES, CA 90022
5 323-725-7714
6 CA BAR NO.: 128900

7 Attorney for Plaintiff,
8 HENRY FUNG

9
10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11
12 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

13 HENRY FUNG,

) CASE NO.: 23PSCV01097

)

) UNLIMITED

)

) FIRST AMENDED

) COMPLAINT FOR

14 Plaintiff,

) 1) BREACH OF CONTRACT;

15 vs.

) 2) FRAUD AND DECEIT;

)

16 XIANG PING LI, AND DOES 1-10,
17 INCLUSIVE.

)

)

18 Defendants.

)

)

19 PLAINTIFF, complains and alleges:

20 ALLEGATIONS COMMON TO ALL

21 CAUSES OF ACTION

22 1. Plaintiff is and at all times herein mentioned an individual residing in the County of Los
23 Angeles, State of California.

24 2. Plaintiff is informed and believes that Defendant, XIANG PING LI, is an individual
25 residing in the County of San Bernardino, State of California.

26 3. The true names and/or capacities, whether individual, associate or otherwise of
27 Defendants, DOES 1-10, inclusive, are unknown to Plaintiff who therefore sues said defendants
28 fictitiously pursuant to CCP Section 474. Plaintiff alleges based on information and belief that

1 each of the defendants designated herein as a DOE; (i) is responsible in some manner or way for
2 the events and/or happenings herein referred to, and/or caused injury and damages directly and/or
3 proximately thereby to Plaintiff as alleged herein, (ii) is vicariously liable and responsible, either
4 as an agent, employee, joint venturer, employer, partner, and or co-conspirator, for the happenings,
5 events, damages, and/or injuries complained, and alleged in this lawsuit and Complaint; or (iii)
6 otherwise in an indispensable party to this action.
7

8 6. At all times relevant, each of the defendants, named and fictitiously named were the
9 agent, employee, co-venturer, and or co-conspirator of each of the remaining defendants and in
10 doing the things herein alleged and mentioned were acting within the course, scope, purpose,
11 consent, knowledge, ratification, and/or authorization of such agency, employment, joint venture,
12 and/or conspiracy. Whenever in this Complaint reference is made to "Defendants and each of
13 them" such allegations shall be deemed to mean the acts of the defendants acting individually,
14 jointly and or severally.

15 7. Prior to 2017, Defendant, LI, was a student of Plaintiff where Plaintiff provided courses
16 and study on the Buddhist faith. In 2017, the Defendant, LI, originally came to the United States
17 from China and after a brief exit, returned to live in the United States in 2018, where he resided in
18 one of Plaintiff's properties for a period of many years.

19 8. Defendant, LI, approached the plaintiff and advised the plaintiff that their existed an
20 investment in a business known as New People, LLC. Defendant, LI, represented that New
21 People, LLC was a media business in the United States and that the Plaintiff could realize a great
22 return on his investment.
23

24 9. On or about May 15, 2020, the plaintiff and the defendant entered into an oral
25 agreement that Plaintiff would invest sums in New People LLC, and that the defendant, LI, would
26 manage and assist the Plaintiff with his investment, keeping him informed of all transactions and
27 developments involved with the investment. The parties would share in the profits and net return
28 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,

1 Defendant instructed Plaintiff to make and also to wire transfer payments to VOICE OF GUO
2 MEDIA and NEW PEOPLE LLC.
3

4 10. On or about May 15, 2020, Defendant, LI, instructed me to wire transfer directly to
5 Voice OF Guo Media Inc and to New People LLC and Defendant LI represented that I would
6 receive shares in the business known as New People LLC. I, and my wife, May Margaret Fung, as
7 a result, trusting the Defendant, LI, wired transferred AND sent bank drafts in the following
8 amounts:

9 a) On May 15, 2020, a transfer was made to VOICE OF GUO MEDIA in the amount of
10 \$66,000.00

11 b) On May 15, 2020, a check dated May 15, 2020, was sent to VOICE OF GUO MEDIA
12 in the amount of \$18,000.00

13 11. On November 18, 2021, using my spouse's account, May Margaret Fung was sent to
14 NEW PEOPLE, LLC in the amount of \$66,000.00.

15 12. On February 10, 2022, again using my spouse's account a deposit was sent in the
16 amount of \$84,000.00.

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

19 A copy of said evidence of transfer of funds is attached hereto as EXHIBIT A, and
20 incorporated herein by this reference.
21

22
23
24 13. After many attempts to communicate with Defendant, LI about the investments made,
25 thereafter, Plaintiff began to investigate as to the monies he had transferred to VOICE OF GUO
26 MEDIA and New People LLC. In September, 2022, Plaintiff became aware of the fact that no
27 investment existed under his name. He was informed that the monies wire transferred to VOICE
28 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

1 not plaintiff's. Furthermore, Plaintiff was advised that part of the investment monies wire
2 transferred had been assigned to a business known as TV MEDIA GROUP, which was involved in
3 a separate class action lawsuit, which resulted in the necessity of making a claim for any monies
4 which was "claimed" within a specific period in order to be included in the "class." Defendant,
5 LI, was aware of these occurrences and failed to inform the Plaintiff of the status of his
6 investment. Plaintiff, realizing that he was "cheated" and requested that the Defendant, LI, return
7 the monies which were paid at his request. Defendant, LI, refused.
8

9
10
11
12 FIRST CAUSE OF ACTION
13 BREACH OF CONTRACT

14 12. Plaintiff incorporates by reference paragraph 1 through 11, inclusive, as if set forth
15 herein in full.

16 13. Plaintiff agreed to invest the sum of \$234,000.00 in New People LLC, at the insistence
17 of the Defendant. Defendant promised that said investments would be under the Plaintiff's name.
18 The Defendant further promised to manage said investment, keeping the Plaintiff informed of all
19 of the transactions involving plaintiff's investment. In addition, the Defendant, LI, represented to
20 the Plaintiff that he would be issued stock in the business known as New People LLC.
21 Defendants, however, provided instructions to the Plaintiff to wire transfer the investment
22 amounts to VOICE OF GUO MEDIA and New People LLC, which accounts did not give any
23 credit to Plaintiff's name as the investor, but rather the Defendant's name. In addition, defendant
24 failed to manage said investment and failed to provide the Plaintiff with stock from New People
25 LLC, failed to inform the Plaintiff of all transactions made and failed to manage and keep plaintiff
26 informed of all transactions.
27

28 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

1 \$234,000.00 to VOICE OF GUO MEDIA and New People, LLC.
2

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

6 16. As a direct and proximate result of the defendant's failure to perform, as aforesaid,
7 plaintiff has suffered damages the exact nature and extend of which are unknown to plaintiff at
8 this time, but are in an amount which exceeds \$234,000.00. Plaintiff will ask leave of court to
9 amend this complaint when the amount of said damages has been ascertained.
10
11
12

13 SECOND CAUSE OF ACTION- FRAUD
14

15 17. Plaintiff incorporates by reference paragraph 1 through 16, inclusive, as if set forth
16 herein in full.

17 18. Within the last three years, at Los Angeles, Ca, defendants, defendants falsely and
18 fraudulently misrepresented to plaintiff that
19

20 19. The representations made by the defendants were false, and these representations were
21 made by defendant and each of them with the intent to defraud and deceive plaintiff and with the
22 intent to induce individuals or entities to act in the manner alleged.
23

24 20. Defendants made these promises to transfer title to the plaintiff without the intent of
25 keeping said promise.

26 21. As a proximate result of defendant's fraud, deceit, and concealment, plaintiff lost all
27 monies paid at the defendant's insistence totaling the sum of \$234,000.00.

28 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
2 intention of the parties of thereby depriving plaintiff of property or legal rights or otherwise
3 causing injury, and was despicable conduct that subjected plaintiff to a cruel and unjust hardship
4 in conscious disregard of plaintiff's rights so as to justify an award of exemplary damages.

5 WHEREFORE, Plaintiff prays for Judgment against defendants and each of them, as
6 follows:

7 ON THE FIRST CAUSE OF ACTION

8 1) For damages in the sum of \$234,000.00, plus interest as of the date of breach.

9
10 ON THE SECOND CAUSE OF ACTION

11 1) For general damages for fraud and deceit in the sum of excess of \$234,000.00 and
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

21 THE LAW OFFICES OF
22 DENNIS JOHN SANCHEZ


23 BY: 
24 DENNIS JOHN SANCHEZ, Esq.
25 Attorney for Plaintiff, HENRY FUNG
26
27
28

EXHIBIT A

STERLING
Bank & Trust
 An American Bank

ALHAMBRA
 711 W. VALLEY BLVD. STE 100
 ALHAMBRA, CA 91803

TELLER CHECK

110 0071232
0071232

DATE 05/15/2020 48-55
1031

PAY TO THE ORDER OF **VOICE OF GUO MEDIA INC.**

AMOUNT **\$66,000.00**

Sixty Six Thousand Dollars and 00 Cents

DESCRIPTION


Re: Henry Fung

DRAWER: STERLING BANK AND TRUST, FSB

MAILED BY
 MICHELYNNE PAYMENT SYSTEMS, INC
 P.O. BOX 5476 MINNEAPOLIS MN 55402
 BRANNE, INC, INC
 SEVILLA, CA

For: AK. [Redacted]
Routing Number for transfer 121000248

[Signature]



Transcript's functions on this document include:

- Check Printing
- Image Filing
- Document - Audit to sign to user

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.

052004

RECORDED BY THE

[Signature]

DEBITED TO THE ACCOUNT

DO NOT WRITE STAMPS OR SIGNATURES THIS LINE

Checking Account [REDACTED]
Statement Date 05/31/2020
Page 3 of 3

NAME: [REDACTED]
Account No. [REDACTED] 05/21/2020
Pay to the Order of Voice of GUO Media, Inc. \$ 18,000.00
Eighteen Thousand Dollars Only Dollars 00/100
EAST WEST BANK
For [REDACTED] [Signature]
05/21/2020 0 \$18,000.00

STERLING BANK AND TRUST, FSB
Southfield, MI 48076

11/18/21

WIRE TRANSFER REQUEST

Receiving Financial Institution Name: CHASE

Receiver ABA # (Must be 9 Digits): [REDACTED]

Amount: 66,030.00

Originator (Sending Customer)

Sender Account #: [REDACTED]

Customer Sender Name: MAY MARGARET FUNG

Beneficiary (Receiver Information)

Receiver Account #: [REDACTED]

Receiver Name: NEWPEOPLE LLC

Receiver Address:

Originator (Customer) to Beneficiary (Receiver) Information

Text/Comments: WIRE FROM HENRY FUNG (Henry Henry-bien Fung)

Suppose Additional Information:

Contact Information:

FOREIGN WIRE SECTION

Beneficiary Bank:

Beneficiary Bank Address:

Country:

Currency Type: _____

WIFT Number:

BAN Number:

Customer's Signature: Henry Fung

Requested by: _____

Approved by: _____

Controller/Officer: _____

Executive Manager: _____

For Branch/Deposit Operations Use Only

Customer Call Back Verification - (CSR Signature and Date)

Branch Operations Approval: _____

Date Time Received from Branch: _____

Sterling Bank and Trust, FSB
Southfield, MI 48076

2/16/22

WIRE TRANSFER REQUEST

Receiving Financial Institution Name: CHASE

Receiver ABA # (Must be 9 Digits): [REDACTED]

Amount: 84,000.00

Originator (Sending Customer)

Sender Account #: [REDACTED]

Customer/Sender Name: MAY MARGARET FUNG

Beneficiary (Receiver Information)

Receiver Account #: [REDACTED]

Receiver 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:

SWIFT Number:

IBAN Number:

Customer's Signature: *Henry Fung*

Requested by: *[Signature]*

Approved by:

Controller/Officer:

C.F.O./Executive Mgmt:

For Branch/Deposit Operations Use Only

Customer Call Back Verification - (CSR Signature and Date)

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 [REDACTED]

WHEREAS, Said investment of \$ 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.

黎相萍

XIANGPING LI

Henry Fung

HENRY FUNG

Margaret 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.

State of California
County of Los Angeles

On January 21, 2023 before me, Zimo Jiang, Notary Public
(insert name and title of the officer)

personally appeared Xiangping Li, Henry Fung and Margaret Fung
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which 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)

