

App. 1

No. 21-331

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IN THE  
SUPREME COURT OF THE UNITED STATES

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ALICE GUAN (YUE GUAN),  
Applicant,

v.

Bing Ran  
Respondent.

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On Petition for Writ of Certiorari  
to the Supreme Court of Virginia

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EXHIBIT A  
For the  
Petition for Rehearing

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Alice Guan, or Yue Guan, pro se  
#286  
11654 Plaza America Drive  
Reston, VA 20190  
617-304-9279  
AliceGuan2021@gmail.com

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App. 2

Record No. 200995  
IN THE SUPREME COURT  
OF  
VIRGINIA

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ALICE JIN-YUE GUAN

Appellant

v.

BING RAN

Appellee

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Appeal of Orders  
From the Circuit Court of the City of Alexandria  
Circuit Court No. CL07003662  
(Hon. James Clark)

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[Amended] Motion to Augment the Record

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(Filed Feb. 9, 2021)

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Alice Guan, pro se Appellant  
4250 Alafaya Trail, #212-163      11654 Plaza America Drive  
Oviedo, FL 32765      #286  
T: 407-402-8178      Reston, VA 20190  
AliceGuanRopeJumper2020@  
gmail.com  
AliceGuan2016@gmail.com

### App. 3

I am amending this motion based on Bing's response to my earlier motion so that clarification and additional concrete documents can be provided to this Honorable Court:

In November 2020, a new ability emerged in me that I never had before. I was able to write about what Bing did to me, mentally, physically, emotionally, and financially, and how that all lead to him breaking agreements with me time and time again and how he controls my freedom and my own finance during marriage and afterwards in AdSTM leading to the processes and pleadings he used in courts exhibiting the same habits and the same demands. This and the included exhibits showing the abuse as multi-facets are directly relevant to my Petition for Appeal with this Court and to my Petition for a Rehearing, which are also centered on Bing's ability to break agreement, break court orders, break decree of divorce, and on Bing's continued bully and abuse and demand to have control on my freedom and on my own finance and the finance of our co-owned company AdSTM, even after he totally resigned from all positions from the company.

This ability came about 4 years after EMDR medical procedure was applied to me over several months of very painful medical process that covered a time span from my college years and on, which helped to desensitize me from the past trauma caused by Bing. I finally am able to write and present documents in a way that are relevant to this writing which I was never be able to do in this way before.

## App. 4

Bing has issues with me discussing events in 2005. Where should I begin then? Should I begin with the college years? Or in about 1992 when Bing started to rape me every week during a time when his Ph.D dissertation and data presentation threatened his graduation? Or starting mid-90's when he often held my neck with both very strong hands choking me to near death? The trauma spanned several decades. What I can write here is just a few samples of events that occurred along a life's path that was once filled with uncertainty of life and death, filled with pain and suffering, filled with shame and the loss of dignity, events I could never write before.

Bing and I first met when both of us showed up as the Freshmen class in the same engineering department at the University in 1978, he was 21, I was still a kid at 15 years of age (see Exhibit A, 1 page).

I and our 2 kids escaped from him multiple times during our marriage after the abuse escalated from mental, emotional, financial to the physical too violent to take. But he always found a way to find out where we escaped to and he was able to get us back by making agreements with me on ceasing his abuse and violence and sometimes he even included other incentives such as increasing my monthly allowance to be more than \$30, allowing me more than 10 minutes with my parents while I was visiting my parents in Reston, VA. Then, Bing would always find a reason later to break each of those agreements, one by one. Then the cycle began again.

## App. 5

The first time we escaped, I and our two young kids hid inside a rented room in the Wolf Trap Hotel (at the time it was a motel) near the corner of Nutley Street and Maple Avenue (route 123) in Vienna, Virginia.

We later hid in rented rooms in hotels such as the two hotels that are across from each other on Route 50 just west of 7-Corner inside the Washington D.C. Beltway (one had a restaurant inside the hotel). We also escaped to live in friend's house north of the town of Vienna, VA and in the grandparents' unit of friends' house in our neighborhood in Dunn Loring, Virginia.

One time, because I and our kids bought and shared 1 soup and 2 egg rolls without first getting his permission, he beat me black and blue. I called the police. Bing stopped the police officers at the front door and told them these were none of their businesses and he told them go away. Bing categorized police's action being interference with his family life and being harassing him. Every time when I ask us to abide to our agreements, he would call me as harassing him as well. Bing only wants people embrace everything he does and speaks.

Bing was one time arrested with battery. See Exhibit B, 2 pages. Another time, a protective order was issued against him. See Exhibit C, 1 page. One might think these will help with the relationships. It got worse.

I have always been employed, either by Purdue University with a NSF scholarship upon my first entry

## App. 6

to the United States with a J-1 Visa, or by University of Maryland with scholarship funding from the US NRC, or by Bechtel (Nuclear work) which obtained Green Card for me and for my spouse Bing, or DSIC (DOE and DOD work) or AdSTM, and I have always provided for my whole family, health care plans, paying for rent or mortgages, groceries . . . groceries were bought without freedom. Even though I brought home my incomes, ranging from \$1,200 per month as a graduate student to \$82,000 per year from DSIC, I did not have a voice on how the money can be used, to the point each time after I bought groceries, Bing would cross check the receipt with the items in the frig and pantry, he would throw certain items on the floor and yelling I should not have bought them. Even though I did all the chores for the house, cook all the meals, mow the grass, clear the snow . . . , they did not matter, I still got all that yelling, kicking, hitting, . . . , and be called by Bing that I was no body . . .

Bing came here with a J-2 Visa, later enrolled at Purdue then got his Ph.D from Johns Hopkins University. After trying for a period of time and still not being able to get a job, he joined a business to make car wax and took our only saving at the time of about \$30,000 to invest and then lost it. Bing later joined Sam Firetti from Vienna, VA to form importing businesses to import pencils and candles, etc. Their businesses had some legal trouble with Oriental Trading Company so they gradually closed those businesses. Situation at home got worse and worse when Bing did not have a job. Bing had anger pretty much all the time.

## App. 7

I was building and growing AdSTM businesses at that time, in 3 Federal Agencies I have supported before: DOD, DOE, and NRC. I hired Bing to help me in the office for \$15/hour as a part time.

My professional success did not help what was going on at home. It was quite the opposite of what one would expect. The more he saw me achieving something, the more he did to punish me and the more frequently he named me as being dumb, stupid, crazy, and not worth anything and his threat grew more frequent of wanting to grind me into minced meat so no one could find me. For example, when I served as the American Nuclear Society's VA/DC/MD Section Chair, I brought Bing to attend one of the monthly ANS meetings where several other AdSTM's employees and I were serving to judge Fairfax County High School Science Fair and Calvert County Middle School Science Fair. I got extra – lly punished that night, his anger erupted as soon as we got into our car after that meeting. Years later, his picture somewhat in a displeasure mood showed up on the internet for that evening's meeting, it was still not clear to me why he beat me that night at home (see Exhibit D, 2 pages, my former name was Yue Guan).

My formal attorney Wyatt Durrette told me I am a fighter and a survivor. I was and I am. I just hope I can do more to help others. When I was living in Leesburg, VA, I formed an entity Loudoun BLT (Better Life Time) including to have secure and safe housing so abused women and kids can go live or abused women and kids from temporary shelters (such as

## App. 8

Embry Rucker Shelter in Reston, Virginia) can transition into to begin to build a stable life without abuse. Of the two women who came to me on their situations, one is dead: Michelle Castillo, killed by her husband in Ashburn VA, not far from the 18369 Fairway Oaks Square house in a gated community (the same community where my house used to be located) that AdSTM bought by using my funds in AdSTM and I hoped to offer to her for rent but could not because Bing insisted on always having a copy of the house key and holding on to the community gate transponder. The second was by an email sent to me by Jing Li, someone I had never communicated with prior to that day in 2019 when I was having my very first meeting with Wyatt in his Richmond Office. When Wyatt and Christine Williams immediately checked with Fairfax County Court, they found that indeed a permanent protective order was there for Jing Li against her husband Bing Ran, who is my ex-husband. It turned out Bing used violence on Jing, a young woman in her 20's whom Bing financially nurtured prior to and during her college years in George Mason University, a lady who is younger than our kids' age, see Exhibit E, 1 page; see Exhibit F, 4 pages. It is very painful to visualize, in his 2-million-dollar home in Great Falls, Fairfax, Virginia, well-educated Bing exercised violence on a young and helpless woman who is someone else's daughter, someone else's granddaughter. While we have so many people working so hard to help the abused women and kids in Fairfax County who make up 50% of the homelessness, we have abusers finish abuse one woman, then move on to the next. In early 2019, I was on my

## App. 9

way to help others in a more hands-on fashion because EMDR helped me to have the ability to be more hands on helping other women and kids without breaking down myself physically, mentally and emotionally. I borrowed loans from my own money that was stored by Bing in AdSTM stock investment account. I followed IRS loan process. See Exhibit G, 5 pages. I had experience raising funds from businesses and corporations when I participated in fund-raising to build Loudoun County's first Hospice facility. I wanted to use that experience to raise funds to eventually acquire all of the about 18 houses on the Potomac Vegetable Farms property along Route 7, Leesburg Pike between Tysons Corner and Reston, the 18-19 houses on Farmside P1 with a common small and humble clubhouse, a community years ago I longed to live in safety when my young kids and their school classmate from the Newcombs farm family gathered there for kids' events – it is a convenient place for abused women to obtain good jobs in Tysons Corner and Reston areas, a good area with good schools for kids, and a community that has one road in and same road out to make it easier to spot intruders and to prevent intruders.

I still hope Bing can become a better man. I think it is possible. I even think it is possible that one day he will turn around and devote to support and to help abused women and their kids. I think he needs help to get there, and I am willing to help him in every way I can. I do wish for a friendly relationship with him for the sake of our kids and for the peace for ourselves as

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we grow older. But that does not mean I am weak. I am healed from him, he learned that news from me.

In the legal world, Bing has been doing the same thing to me as what he did to me at home and in AdSTM. Courts allowed Bing to extend Bing's power through court's orders on me. In those hours and days when the lower court injunctioned me extending Bing's hands over my already scarred body and soul, there was a comfort from the Court of Appeals, it said to me in an opinion letter, in an understanding way, saying: "The order enumerates several restrictions and requirements on Guan's interaction with AdSTM. There is little doubt that, once the injunction becomes effective, Guan's "personal, pecuniary, or property rights" in AdSTM will be "adversely affected." Record No. 0391-19-4 Circuit Court No. CL07003662 (Exhibit H, 4 pages) – It is a light, in the middle of the night; it is a soothing song for the injured soul. Yes, this particular order was in the file or record in the lower court or in the Court of Appeals, but the context of it relating to what I finally have the capability to write is new, those words are not just words, those are the healing power I am presenting with gratefulness, the power that says someone heard me cry, someone felt my pain, someone knew something can be done to heal me and to heal the world.

/s/ Alice Guan

Alice Guan

February 9, 2021

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**MOTION**

Dear Court, per Rule 5:4(a)(1), I respectfully file, in the evening on February 9, 2021, this Amended Motion to Augment the Record (pages 1-9 and Exhibits A-H), a record I did not have the ability to write prior to November 2020, a record that is directly relevant to the Petition for Appeal and the pending Petition For Rehearing, Bing's counsels objected to the motion I filed on January 27, 2021. I hereby amended my motion so that Bing's objections can be considered in this amended motion. Bing said I harassed him and caused him hardship by filing the motion. I checked definition for "harassment":

"n. the act of systematic and/or continued unwanted and annoying actions of one party or a group, including threats and demands. The purposes may vary, including racial prejudice, personal malice, an attempt to force someone to quit a job or grant sexual favors, apply illegal pressure to collect a bill, or merely gain sadistic pleasure from making someone fearful or anxious."

I checked definition for "Hardship": **a condition that is difficult to endure**; suffering; deprivation; oppression.

The definition of the above two words more precisely describe the life Bing subjected me to for decades. By merely describing what Bing did to me should not cause any hardship to Bing because describing those events should not make Bing **difficult to endure**; or suffering; or deprivation; or oppression. Describing those events also are not threat or demand or racial

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prejudice or personal malice or to force Bing to do anything he does not want to do. If Bing feels uncomfortable about these events being described now, maybe that is a first sign he wants to change how he treats his wife or ex-wife or a family member – then that might be the first sign of the hope I had for him that he can change to be a better man.

Because this amended augmented record, pages 1-9 with its Exhibits A-H, provide background information in support of the PFR and are directly relevant to the PFR,

WHEREFORE, I respectfully request this Court grant this amended motion, and provide such other relief this Court deems just and fair.

February 9, 2021

/s/ Alice Guan

Alice Guan

4250 Alafaya Trail, #212-163  
Oviedo, FL 32765  
T: 407-402-8178  
AliceGuanRopeJumper2020@  
gmail.com  
AliceGuan2016@gmail.com

Also:

11654 Plaza America Drive  
#286  
Reston, VA 20190

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**CERTIFICATE OF**  
**TRANSMISSION AND SERVICE**

I hereby certify that, on February 9, 2021, I respectfully filed this motion with pages 1-9 and Exhibits A-H with the Court by emailing a PDF file to scvpfr@vacourts.gov and to scvbriefs@vacourts.gov, in the same email, I also respectfully included Appellee's counsels, Chris Schinstock at cschinstock@schinstocklaw.com, and Kyle Bartol at kbartol@schinstocklaw.com.

February 9, 2021

/s/ Alice Guan

Alice Guan, pro se

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**Exhibit A**



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**Exhibit B**

**WARRANT OF ARREST – MISDEMEANOR (STATE)**  
VA. CODE §§ 19.2-71, -72

FAIRFAX COUNTY J&DR COURT

CITY OR COUNTY

- General District Court
- Criminal
- Traffic
- Juvenile and Domestic Relations District Court

TO ANY AUTHORIZED OFFICER:

You are hereby commanded in the name of the Commonwealth of Virginia forthwith to arrest and bring the Accused before this Court to answer the charge that the Accused, within the city or county, on or about 08/06/98 (DATE) did law unlawfully in violation of Section 18.2-57.2, Code of Virginia: ASSAULT AND BATTER, YUE GUAN, HIS WIFE, WHO IS A FAMILY OR HOUSEHOLD MEMBER.

I, the undersigned, have found probable cause to believe that the Accused committed the offense charged, based on the sworn statements of OFC. BOWERS, E.M. #2188 FxCoPD, Complainant. Execution by summons  permitted at officer's discretion  not permitted.

08/06/98 11:46PM (DATE AND TIME ISSUED)

/s/ James L. Gordon, Magistrate  
JAMES L. GORDON, MAGISTRATE

CLERK  MAGISTRATE  JUDGE

**SUMMONS** (If authorized above and serving officer)

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You are hereby commanded to appear before this court  
located at \_\_\_\_\_  
on \_\_\_\_\_  
at \_\_\_\_\_ AM/PM

I promise to appear in accordance with this Summons and certify that my mailing address as shown at right is correct.

CCRE MAY BE /s/ \_\_\_\_\_  
REQUIRED ACCUSED

**WARNING TO ACCUSED:** You may be tried and convicted in your absence if you fail to appear in response to this Summons. Willful failure to appear is a separate offense.

**SIGNING THIS NOTICE DOES NOT CONSTITUTE  
AN ADMISSION OF GUILT.**

CASE NO. JA307634-01-01				
ACCUSED: <u>RAN, BING</u> (LAST NAME, FIRST NAME, MIDDLE NAME)				
<u>2427 VILLANOVA DR.</u> <u>VIENNA, VA 22180</u> (ADDRESS / LOCATION)				
To be completed upon service as Summons				
Mailing address <input type="checkbox"/> Same as above				
<input type="checkbox"/> _____				
COMPLETE DATA BELOW IF KNOWN				
RACE	SEX	MO	BORN DAY	YR
A	M	■	■	■

HT FT 5	IN 06	WGT 165	EYES BR	HAIR BK
SSN				
Commonwealth of Virginia WARRANT OF ARREST CLASS <u>1</u> MISDEMEANOR				
<input checked="" type="checkbox"/> EXECUTED by arresting the Accused named above on this day: <input type="checkbox"/> EXECUTED by summoning the Accused named above on this day: <input type="checkbox"/> For legal entities other than individuals, service pursuant to Va. Code § 19.2-76.				
8/6/95 2350 HRS (DATE AND TIME OF SERVICE) <u>Em Bowers</u> (ARRESTING OFFICER) <u>2188 FCPD #029</u> (BADGE NO., AGENCY AND JURISDICTION) for _____ (SHERIFF)				
Attorney for the Accused:				

HEARING DATE AND TIME  
09/02/98 02:00PM  
Cont. 9/24/98 1:30PM; Ctm.G.  
/s/ [Illegible] 9/10/98

DEPOSITION EXHIBIT  
RAN #23 8/4/15 TRX

059J WAR/SUM #  
FX03118681

App. 18

Motion to Change Bond on:

changed to \$

no change

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JUDGE

The Accused was this day:

tried in absence

present

Attorneys Present:

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PROSECUTING ATTORNEY (NAME)

---

DEFENDANT'S ATTORNEY (NAME)

---

NO ATTORNEY

ATTORNEY WAIVED

Translator / Interpreter present:

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NAME

The Accused PLEADED:

not guilty

nolo contendere

guilty

Plea Bargain  Plea in Recommendation

And was TRIED and FOUND by me:

not guilty

guilty as charged

App. 19

- guilty of
- facts sufficient to find guilt but defer adjudication / disposition and place accused on first time offender probation, §§ 18.2-251 or 19.2-303.2 [defer finding for 1 yr. and dismiss if no further violations]

And was FOUND by me to be:

- driving a commercial motor vehicle
- carrying hazardous materials
- I ORDER the charge dismissed
- I ORDER a nolle prosequi on prosecution's motion
- I ORDER the charge dismissed:
  - conditioned upon payment of costs (accord and satisfaction) § 19.2-151
  - conditioned upon payment of costs and successful completion of traffic school § 14.1-123

9/24/98 (DATE)

- I impose the following Sentence:
- FINE of \$\_\_\_\_\_ with \$\_\_\_\_\_ suspended;
- JAIL sentence of \_\_\_\_\_ imposed with \_\_\_\_\_ suspended conditioned upon being of good behavior and keeping the peace, and paying fines and costs. Pursuant to 53.1-187, credit is granted from pre-trial detention.
- Served jail sentence on weekend beginning \_\_\_\_\_.
- Work release authorized if eligible

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- Work release required
- Payment of \$\_\_\_\_\_ to defray cost of incarceration
- on PROBATION for \_\_\_\_\_
- DRIVER'S LICENSE suspended \_\_\_\_\_
  - Restricted Drivers License
  - Referred to VASAP
  - Travel to/from work
  - Travel to/from VASAP
  - Travel during work
  - Travel to/from school
  - Medically necessary travel
  - Ignition interlock
- Referred to community-based corrections program
- RESTITUTION of \$ \_\_\_\_\_  
due by \_\_\_\_\_  
Payable to \_\_\_\_\_  
with interest thereon from \_\_\_\_\_  
as condition of suspended sentence.
- hours of community service to be performed for \_\_\_\_\_
  - in addition to other sentence provisions
  - to be credited against fines and costs at \$ \_\_\_\_\_/hr.
- Contact prohibited between defendant and victim/victim's spouse and children pursuant to Va. Code § 18.2-60.3.

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Bond: \$ \_\_\_\_\_  
 Other: Take and complete Men's Anger  
 Remanded for CCRE Report  
/s/ [Illegible]

JUDGE

<b>FINE</b>	\$ _____
<b>COSTS</b>	
112	\$ _____
140 } PROCESSING FEE {	_____
143	_____
113 WITNESS FEE	_____
113 _____	_____
113 _____	_____
113 _____	_____
120 CT. APPT. ATTY.	_____
125 WEIGHING FEE	_____
132 CICF	_____
133 BLOOD TEST FEE	_____
137 TTP	_____
229 CHMF	_____
OTHER (SPECIFY):	
_____	\$ _____
<b>TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>

App. 22

4/11/00

Defendant completed with Order by 3/24/00; on  
request of P.O., time for dismissal extended beyond  
one year and case is dismissed [illegible]

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**Exhibit C**

ICN: 1333756

SC# 059JAX001392951

**PETITION FOR PROTECTIVE ORDER  
FAMILY ABUSE**

Commonwealth of Virginia

Va. Code Ann. § 16.1-241(M), 16.1-253.1, 16.1-279.1

Court Order No.: JA 307634 (0201)

Hearing Date and Time: Nov. 19, 2004 2:00PM F

FAIRFAX COUNTY

Juvenile and Domestic Relations District Court

YUE GUAN (PETITIONER) v BING RAN (RESPONDENT)

Please provide address and telephone number information on Form DC-621, NON-DISCLOSURE ADDENDUM.

2427 VILLANOVA DR

VIENNA, VA 22180

(address/location)

Social Security No. \_\_\_\_\_

Telephone No. (H) (703) 876-8989 (W) (109) 744-1070

**RESPONDENT'S DESCRIPTION**

RACE A	SEX M	MO ■	BORN DAY ■	YR 1957
HT FT 5	IN 10	WGT 186	EYES BLK	HAIR BLK

The undersigned Petitioner respectfully represents to the Court that:

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1. The Petitioner and Respondent are family or household members.
2. The Respondent is committing or, within a reasonable time, has committed the following acts of family abuse:

[ X] See accompanying affidavit.

[ ] \_\_\_\_\_  
\_\_\_\_\_

3. (Check one box)

[ X] Other cases involving the Petitioner and Respondent have been filed in Virginia courts.

[ ] No other case involving the Petitioner and Respondent has been filed in any other Virginia court.

PETITIONER, THEREFORE, RESPECTFULLY REQUESTS that [X] a preliminary protective order [X] a protective order be issued and that such order impose the following conditions on the Respondent and such other conditions as the judge deems appropriate as allowed by law:

[ X] Prohibition of further acts of family abuse.

[ ] Granting the Petitioner possession of the premises occupied by Petitioner and Respondent to the exclusion of the Respondent.

This residence is located at \_\_\_\_\_

[ ] Granting the Petitioner temporary exclusive possession or use of a motor vehicle jointly owned by the parties or owned by the Petitioner alone, described as follows:

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[ ] Requiring that the Respondent provide suitable alternative housing for the

[ ] Petitioner

[ ] other family or household members

[X] Prohibition of such other contact with the Petitioner as the judge deems appropriate.

[X] Prohibition of such other contact with the other family or household members named below as the judge deems necessary to protect their safety:

NO CONTACT WITH OUR CHILDREN, NINA AND KELLY RAN, NO EXCEPTIONS PENDING PROT ORDER 'HEARING'

[X] Granting temporary custody or visitation of a minor child or children to Petitioner (UCCJEA affidavit attached). (PROTECTIVE ORDER only.)

[X] Provide temporary support for minor children.

05 NOV 4 (DATE)

/s/ [Illegible]

[X] INTAKE OFFICER

[ ] CLERK

[ ] NOTARY PUBLIC

My commission expires:

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**SUMMONS FOR HEARING:**

TO THE RESPONDENT:

You are hereby summoned to appear in this Court on Nov. 19, 2004 (DATE) at 2:00 p.m. (TIME)

/s/ [Illegible]

[ ] CLERK [X] DEPUTY CLERK

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App. 26

FORM DC-611 (FRONT)  
REVISED 07/04 (114:3-004 4/04)

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### Exhibit D

#### MARCH DINNER MEETING

**SPEAKER – DR. ROBERT M. VERSLUIS**  
Program Manager, U.S. Department of Energy,  
Generation IV Nuclear Energy Systems Initiative  
**“Status of the DOE Generation IV Reactors  
Program”**

**When:** Wednesday  
March 16, 2005

Social Hour 6:00–7:00 PM  
Buffet Dinner 7:00–8:00 PM  
Presentation 8:00–9:00 PM

**Where:**

The Barking Dog Restaurant  
4723 Elm Street, Bethesda, MD  
301-654-0022  
(See page 6 for directions)

**Cost:**

Members: \$25.00  
Non-Members: \$30.00  
Full-time Students: \$12.50  
Cash Bar for soft drinks &  
alcoholic beverages during  
Social Hour



(See page 6 for  
speaker bio)

**Menu:**

Chicken Marsala  
Red Bliss Potatoes  
Green vegetable  
Salad & Dessert

RSVP: NO LATER THAN 12:00 NOON, MARCH 14, 2005 to Ken Rogers: [krogers6@earthlink.net](mailto:krogers6@earthlink.net) or 301-530-4489

**Please RSVP EARLY! Please COME if you RSVP!**  
The Local Section may be charged for each reservation,  
whether you come or not. Therefore, if you make a

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reservation but don't cancel by COB on March 14, we may ask you to pay the dinner cost even if you don't come.

***MEET DC SECTION LEADERS***

Nuclear Fuels and Materials at UF. Prior to his academic career, Professor Tulenko spent

**Fairfax County Regional Science & Engineering Fair: April 2, 2005**

Robinson Secondary School

Check-in – 7:30; Judging – 8:30 to noon



***Burt Koske encourages Science Fair judging at the February Section meeting***

***Jessica Baroniak RECEIVES 1ST PLACE AT CALVERT COUNTY SCIENCE FAIR***

David Ebert, Duke Du, and Weidong He

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**Exhibit E**

To: Jing Li (Ran) Bing Ran's Wife

On 5/25 I was asked him for itinerary to Thailand, he told me he already emailed me several months ago. I searched all my email, couldn't find it. He said I'm stupid, couldn't remember anything (which he always said that to me over years) but I really need it on that day, to send to the agency in Thailand. He got mad at me, thrown a cup on my head. It was bleeding badly, I called the police they send me to the ER. He never know how to respect women. So after he hurt me this time I decided to leave him.

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**Exhibit F**

**PROTECTIVE ORDER - Case No. JA 307634-02-00**

**FAMILY ABUSE**

**Commonwealth of Virginia**

**VA. CODE § 16.1-279.1**

[ ] Circuit Court

FAIRFAX COUNTY [X] Juvenile and Domestic  
J&DR - ADULT Relations District Court

[ ] Amended Protective Order [ ] Extension of Protective Order [ ] Conviction for Violation of Protective Order

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**PETITIONER**

RAN, JING ET

LAST      FIRST      MIDDLE

And on behalf of minor family or household members: (list each name and date of birth)

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---

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v.

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**RESPONDENT**

RAN, BING

LAST      FIRST      MIDDLE

**PETITIONER'S DATE OF BIRTH**

12/ [ ] 1991

Other protected family or household members: (list each name and date of birth)

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**RESPONDENT IDENTIFIERS (IF KNOWN)**

RACE	SEX	BORN		
		mo.	day	yr.
A	F	[ ]	[ ]	[ ]
FT.	IN.	WGT.	EYES	HAIR
5	09	150	BR	BK

Petitioner's relationship to Respondent	SSN		
SPOUSE	DRIVER'S LICENSE NO.	STATE VA	EXP. 03032020
2369 JAWED PLACE			
RESPONDENT'S ADDRESS			
DUNN LORING VA 22027			

**CAUTION: Weapon Involved** Distinguished features:  
WEAR GLASSES

**THE COURT FINDS** that it has jurisdiction over the parties and subject matter, that the Respondent was given reasonable notice and an opportunity to be heard, AND that the Petitioner has proven the allegation of family abuse by a preponderance of the evidence, a motion to modify or extend a protective order was properly before the court, or the Respondent has been convicted of a violation of a protective order pursuant to Va. Code § 16.1-253.2.

Accordingly, to protect the health and safety of the Petitioner and family or household members of the Petitioner, **THE COURT ORDERS** that:

- [X] The Respondent shall not commit acts of family abuse or criminal offenses that result in injury to person or property.
- [X] The Respondent shall have no contact of any kind with the Petitioner
- [X] except as follows:  
TEXT/APPS, PHONE, AND EMAIL CONTACTS ONLY

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[ ] The Respondent shall have no contact of any kind with the family or household members of the Petitioner named above [1 except as follows:

Additional terms of this order are set forth on page two.

THIS ORDER SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL

06/12/2020 at 11:59 p.m.  
MONTH DAY YEAR ..

**WARNINGS TO RESPONDENT: (See additional warnings to Respondent on page two.)**

**Full Faith and Credit:** This order shall be enforced, even without registration, by the courts of any state, the District of Columbia, and any U.S. Territory, and may be enforced on Tribal Lands (18 U.S.C. § 2265).

**Federal Offenses:** Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. § 2262). Federal law provides penalties for possessing, transporting, shipping, receiving or purchasing any firearm or ammunition while subject to a qualifying protective order and under the circumstances specified in 18 U.S.C. § 922(g)(8).

**Only the court can change this order.**

It is further ORDERED as follows:

The Petitioner is granted possession of the residence occupied by the parties to the exclusion[\* EXCEPT FOR 2 HOUR TIMES [REDACTED] OUTLINED BELOW.] of the Respondent.

The residence is located at 939 SENECA RD.  
GREAT FALLS VA. 22066 FOR 60 DAYS

The Respondent shall immediately leave and stay away from the residence; however, no such grant of possession shall affect title to any real or personal property.

[ ] Until further order, being necessary for the protection of the Petitioner and family or household members of the Petitioner, [ ] temporary custody of [ ] temporary visitation with \_\_\_ is as follows:

---

[X] The Respondent shall not terminate [X] Respondent shall restore necessary utility service(s) to the premises indicated above, specifically, GAS, WATER, INTERNET, TELEPHONE AND PETITIONER'S MAIL SERVICE.

(UTILITY SERVICES)

[X] The Petitioner is granted temporary exclusive possession or use of a motor vehicle jointly owned by the parties or owned by the Petitioner alone, described as follows:

2016 PORSCHE FOR 30 DAYS Such grant shall not affect title to the vehicle.

[ ] The Respondent shall not terminate the [ ] insurance [ ] registration [ ] taxes on this motor vehicle.

[ ] The Respondent shall maintain the [ ] insurance [ ] registration [ ] taxes for this motor vehicle.

[ ] The Respondent shall provide suitable alternative housing for the Petitioner [ ] and family or household members as follows: \_\_\_\_\_

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[ ] The Respondent shall pay deposit(s) to connect or restore necessary utility service(s) in the alternative housing, specifically, \_\_\_\_\_

UTILITY SERVICE(S)

[ ] The Respondent shall participate in the following treatment, counseling or other program:

\_\_\_\_\_

PROGRAM NAME AND ADDRESS

[ ] The Petitioner is granted possession of the companion animal described as \_\_\_\_\_

NAME/TYPE

[ ] The Petitioner [ ] and family or household members of the Petitioner is/are granted exclusive use and possession of a cellular telephone number or electronic device, as follows: \_\_\_\_\_

[ ] The Respondent shall not terminate a cellular telephone number or electronic device before expiration of the contract term with a third-party provider, as follows: \_\_\_\_\_

[ ] The Respondent shall not use a cellular telephone or other electronic device to locate the Petitioner.

[X] It is further ordered that 1. RESPONDENT SHALL STAY 500 FEET AWAY FROM PETITIONER AT ALL TIMES AND LOCATION. 2. RESPONDENT MAY HAVE 2 HOURS A DAY DURING NORMAL BUSINESS HOURS [TO CONDUCT HIS BUSINESS AND RETRIEVE ANY PERSONAL BELONGINGS. HOURS TO BE AGREED UPON BY THE PARTIES.]

[ ] Supplemental Sheet to Protective Order, Form DC-653, attached and incorporated by reference.

Number of supplemental pages \_\_\_\_

[ ] Final judgment having been rendered on appeal from the juvenile and domestic relations district court, this matter is remanded to the jurisdiction of the juvenile and domestic relations district court pursuant to Va. Code § 16.1-297.

06/12/2019

DATE

/s/ Steinhilber

JUDGE STEINHILBER

**ADDITIONAL WARNINGS TO RESPONDENT:**

If Respondent violates the conditions of this order, Respondent may be sentenced to jail and/or ordered to pay a fine.

This order will be entered into the Virginia Criminal Information Network. Either party may at any time file a motion with the court requesting a hearing to dissolve or modify this order; however, this order remains in full force and effect unless and until dissolved or modified by the court.

**VIRGINIA FIREARMS PROHIBITIONS:**

**Pursuant to Code of Virginia § 18.2-308.1:4, Respondent shall not purchase, transport or possess any firearm while this order is in effect. For a period of 24 hours after being served with this order, Respondent may, however, continue to possess and transport a firearm possessed by Respondent at the time of service for the purposes of selling or transferring that firearm to any**

**person who is not prohibited by law from possessing that firearm.**

**If Respondent has a concealed handgun permit, Respondent must immediately surrender that permit to the court issuing this order.**

**RETURNS:** Each person was served according to law, as indicated below, unless not found.

<b>RESPONDENT:</b>	
NAME <u>BAN, BING</u>	
ADDRESS <u>2369 JAWED PLACE</u> <u>DUNN LORING VA 22027</u>	
<input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> SERVICE	TELEPHONE NUMBER _____
<input type="checkbox"/> NOT FOUND	
E. Moya [Illegible] Stacey [Illegible], Sheriff for <u>Fairfax, VA</u>	
6-12-19      4:23 p.m.	
DATE AND TIME	
RESPONDENT'S DESCRIPTION (for VCIN entry):	
RACE <u>A</u> SEX <u>M</u>	
DOB: <u>00000000</u>	
HGT <u>5' 9"</u> WGT <u>150</u>	
EYES <u>BR</u> HAIR <u>BK</u>	
SSN <u>                  </u>	
Relationship to Petitioner/ Plaintiff <u>Spouse</u>	
Distinguishing features <u>Wears</u> <u>glasses</u>	

<b>PETITIONER:</b> (See form DC-621, NON-DISCLOSURE ADDENDUM)	
NAME <u>RAN, JING ET</u>	
<input checked="" type="checkbox"/> PERSONAL SERVICE	
<input type="checkbox"/> NOT FOUND	
E. Moya [Illegible]	
Stacey [Illegible], Sheriff	
for	Fairfax, VA
6-12-19 4:23 p.m.	
DATE AND TIME	
<input type="checkbox"/> Copy delivered to	
by _____	
TITLE	
SIGNATURE	

**DEFINITIONS:**

“Family abuse” means any act involving violence, force, or threat that results in bodily injury or places one in reasonable apprehension of death, sexual assault, bodily injury and that is committed by a person against such person’s family or household member. Such act includes, but is not limited to, any forceful detention, stalking, criminal sexual assault in violation of Article 7 (§ 182-61 et. seq.) of Chapter 4 of Title 18.2, or any criminal offense that results in bodily injury or places

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one in reasonable apprehension of death, sexual assault, or bodily injury.

“Family or household member” means (i) the person’s spouse, whether or not he or she resides in the same home with the person, (ii) the person’s former spouse, whether or not he or she resides in the same home with the person, (iii) the person’s parents, stepparents, children, stepchildren, brothers, sisters, half-brothers, half-sisters, grandparents and grandchildren regardless of whether such persons reside in the same home with the person, (iv) the person’s mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law who reside in the same home with the person, or (v) any individual who has a child in common with the defendant, whether or not the person and that individual have been married or have resided together at any time, or (vi) any individual who cohabits or who, within the previous twelve (12) months, cohabitated with the person, and any children of either of them residing in the same home with the person.

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### **Exhibit G**

Exhibit G are 5-page long handwritten loan promissory notes and AdSTM documents which have been filed with the Supreme Court of Virginia. In the process of formatting those 5 pages into the booklet format for submittal to the SCOTUS, it resulted in “as it is handwritten and presents many problems for our typesetters” thus resulted in challenges for the typesetting professional. In order to preserve the content of these documents yet still allow proper typesetting, I, Alice Guan, the Author of those promissory notes back in 2019, have now transferred the handwritten documents into typed documents as in the following pages, and I certify that the following pages contain the same content as in the handwritten documents. This is done to meet SCOTUS booklet requirements.

/s/ [Illegible]  
Alice Guan

AdSTM will issue loans to Alice Guan in or about Jan – Feb 2019. The need of the loans will be to pay bills that Alice has and to cover the initial cost/bills for the Loudoun BLT’s cause to assist abused women and their kids (Activate Loudoun BLT).

AdSTM may recategorize part of the loans as distribution of cash to match Bing Ran’s same amount of money he claimed to be loans from AdSTM some time ago and has not paid back to AdSTM.

At anytime in a calendar month, outstanding loan amount will be summarized and the total loan payback

## App. 40

to AdSTM amount will be summarized, loan recategorization will be summarized. Every quarter, at least 5% of the loans shall be paid back to AdSTM. There is no earlier payment penalty. Interest is calculated only on outstanding loans (Total loan amount - recategorized amount - paid back amount)\* will be paid back in 10 calendar months. Interest rate shall be about or above Federal rate. All interest is accrued and be paid at the end of the loan term in the 11th or the 12th of month.

\*This is defined as remaining outstanding loan amount. i.e., what is still owed as the principal, is secured by AdSTM' stock that Alice owns. AdSTM's revenue based stock value is at least 3 times of investment account value. Alice shall pay AdSTM legal fees and cost in collecting sum if during the 12 month and 10 month time, Alice has not paid interest or principal back.

Alice does not waive presentment for payment, notice of protest. However, any failure or delay by AdSTM in exercising rights under this agreement is not considered a waiver of such rights of demanding full payment of the remaining loan balance (which is the total loan - repaid installments - recategorized amount) by the end of the 10th month & for interest by the end of the 12th month.

This agreement shall be governed under the law in the state of Virginia.

[Illegible] President of AdSTM 1/28/19

[Illegible] BOD of AdSTM 1/28/19

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[Illegible] Manager of AdSTM 1/28/19

[Illegible] Shareholder of AdSTM 1/28/19

On Jan. 28, 2019

AdSTM by Alice Guan, the President, or the only BOD member, or the manager of AdSTM, here by writing, consent and adopt:

- AdSTM and Attorney Mark Zaid sent a letter ("Letter") to the US Government, DSS, on 11/16/2018 and stated that Bing Ran removed himself completely from AdSTM operation in 11/2018, his only role is to whole sale his stock. This Letter and Bing Ran's own statement under oath during the 8/2018 remand Trial stated: in July 2018, Bing Ran has resigned from AdSTM BOD. Applying paragraph 4 and 5 and 8 of the October 15 2008 Amendment, which is a Decree of Divorce which was signed by the 2 shareholders on how AdSTM is to be managed ("08A") to the above new situations, it means: started in August 2018, Alice Guan has been the only member of the BOD; starting in December 2018, Alice Guan can not delegate AdSTM's management function to Bing Ran anymore; Bing Ran elected not to come to Fidelity when new signing process need to take place that the "08A" can be complied, this combines with the situation that he completely removed himself from operation and Gary Bell's continued insistence that Bing Ran cannot sign, it appears that Bing Ran can no longer be a signer of any AdSTM account. This is a New Era.

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- Bing Ran has \$802,289 loans from AdSTM & promised pay back as soon as the Remand in Divorce Case finishes its proceedings.
- Stock in Fidelity account is after tax, tax has been paid by Alice or Bing.
- Stock Market is uncertain, Stock will be sold.
- Alice Guan will receive not more than \$2.35M loans from AdSTM in 2019.
- Alice will seek to bring M&T account into compliance with "08A", or pay installments of the loans into AdSTM account, for Alice manage/operate AdSTM & to comply with "08A".
- The installment amount and schedule depends on needs.
- If Divorce court does not count Bing's loans in Remand & if within 1 week after court's opinion or ruling Bing does not inform me about the return of his loans, his loan becomes his distribution. Same amount in my loans will become my distribution.
- Loan interest: prime + 2% between date of first loan and date of first installment payment; After that, same as what Alice's bank give her; it ceases for any portion that become distribution or income. All interest paid at the end.
- Loan records & payback installment records: they are the bank records.
- Accounting will be done on AdSTM to determine other money he took from AdSTM that

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he has not returned. Once amount is determined, it will be compared with my remaining loan balance, at that time, the smaller of the two is defined as "This Amount." "This Amount" of the money he took becomes his income or distribution, and "This amount" from my loan will become my income or distribution. If "This Amount" is the same as the total remaining balance of my loan, that will signal the end of my loans.

- On short term basis, Alice can borrow from operating account but must return those loans within 29 days, with no interest.
- Resolved, the above is authorized, approved and rectified in all aspects and can be executed in multiple parts and each shall be deemed as original and all of which together to be one and same document.

Signed: /s/ [Illegible]/President, /s/ [Illegible]/BOD,  
/s/ [Illegible]/Manager of AdSTM

Promissory Notes: I, Alice Guan, shareholder of AdSTM, will receive loans from AdSTM and will abide with the terms outlines in the AdSTM document, I promise to pay AdSTM the balance of the amount of loans & interest, if any.

/s/ [Illegible]/ Shareholder of AdSTM

1/28/2019

AdSTM, Alice Guan, President or BOD or manager give consent in writing, and adopt: the interest rate on loans to Alice Guan, the shareholder, will be the

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market loan rate on all outstanding loans & Alice Guan must make regular installment payment back to AdSTM until paid in full. Market loan rate will apply to the principal commencing today, 1/31/2019.

Resolved, the above is authorized, approved, rectified

/s/ [Illegible]/ President, BOD, Manager

Promissory Notes: I, Alice Guan, will pay market loan rate on all outstanding principals of the loan.

/s/ [Illegible] 1/31/2019

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**Exhibit H**

**VIRGINIA:**

*In the Court of Appeals of Virginia on Tuesday  
the 9th day of April, 2019.*

Alice Jin-Yue Guan, Petitioner,  
against Record No. 0391-19-4  
Circuit Court No. CL07003662  
Bing Ran, Respondent.

Upon a Petition for Review  
Pursuant to Code § 8.01-626

Before Judges Petty, Alston and  
Senior Judge Annunziata

In a matter of first impression, this Court concludes that we do not have jurisdiction to review an injunction that is not effective due to movant's failure to post a bond. Accordingly, we dismiss the petition for review.

**BACKGROUND**

Alice Jin-Yue Guan filed a petition for review pursuant to Code § 8.01-626 of an order granting temporary injunction entered February 27, 2019 by the Circuit Court for the City of Alexandria (the "order"). The order is part of a complex litigation involving the parties' divorce and the effect of an amended property settlement agreement on the ownership rights and management responsibilities for AdSTM, a company

created and owned by the parties. The entirety of the order was as follows:

**ORDER GRANTING TEMPORARY INJUNCTION**

THIS MATTER came to be heard upon the Defendant's Motion for Entry of Rule to Show Cause and For Temporary Injunction filed against the Plaintiff, ALICE JIN-YUE GUAN.

AND IT APPEARING to the Court that the following relief should be granted; it is, hereby,

ORDERED, ADJUDGED and DECREED as follows:

1. A temporary injunction against the Plaintiff is hereby granted enjoining her from having any contact with any AdSTM employees, attorneys and/ or clients as well as enjoining her from having any physical access to any of AdSTM's offices and properties.

2. Plaintiff is hereby ordered to immediately return any funds or properties of AdSTM that she may have improperly acquired, and to immediately close any AdSTM accounts she has improperly opened.

3. *Plaintiff is enjoined from representing to third parties that she is the 51% majority shareholder of AdSTM, as she is 49%.<sup>[1]</sup>*

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<sup>1</sup> The text in italics was handwritten on the order.

AND THIS CAUSE IS CONTINUED,

Entered this 27 day of February, 2019.

The order was signed by the circuit court judge. Guan petitioned this Court for review of the order.

#### ANALYSIS

“Before the merits of this case can be considered, [this Court] must determine whether it has jurisdiction.” Minor v. Commonwealth, 66 Va. App. 728, 738 (2016) (alteration in original) (quoting Comcast of Chesterfield Cty, Inc. v. Bd. of Supervisors, 277 Va. 293, 299 (2009)). Both this Court’s jurisdiction and statutory interpretation of the code sections at issue are questions of law which are reviewed *de novo*. Brown v. Brown, 69 Va. App. 462, 468 (2018). “The lack of subject matter jurisdiction cannot be waived and such jurisdiction cannot be conferred on a court by the litigants. The lack of subject matter jurisdiction may be raised at any time.” Virginian-Pilot Media Cos., LLC v. Dow Jones & Co., Inc., 280 Va. 464, 468 (2010).

Code § 8.01-626 provides that when “a circuit court (i) grants an injunction . . . , an aggrieved party may, within 15 days of the court’s order, present a petition for review . . . to a judge of the Court of Appeals” “if the issue concerning the injunction arose in a case over which the Court of Appeals would have appellate jurisdiction under § 17.1-405 or 17.1-406.” “The word ‘aggrieved’ in a statute contemplates a substantial grievance and means a denial of some personal or

property right, legal or equitable, or imposition of a burden or obligation upon the petitioner different from that suffered by the public generally.” Health Sys. Agency of N. Va., Inc. v. Stroube, 47 Va. App. 299, 311 (2005) (quoting Bd. of Supervisors of Fairfax Cty., 268 Va. 441, 449-50 (2004)); Party, Black’s Law Dictionary (10th ed. 2014) (“aggrieved party [is a] party entitled to a remedy; esp., a party whose personal, pecuniary, or property rights have been adversely affected by another person’s actions or by a court’s decree or judgment”). Additionally, Code § 8.01-631 requires that, except in certain cases not applicable here, “no temporary injunction shall take effect until the movant gives bond with security in an amount that the trial court considers proper to pay the costs and damages sustained by any party found to have been incorrectly enjoined, with such conditions as the trial court may prescribe.”<sup>2</sup>

Here, Guan seeks review of an order by the trial court related to a property settlement agreement from the parties’ divorce. See Code § 17.1-405. The order enumerates several restrictions and requirements on Guan’s interaction with AdSTM. There is little doubt that, once the injunction becomes effective, Guan’s “personal, pecuniary, or property rights” in AdSTM will be “adversely affected.” At that point, she will qualify

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<sup>2</sup> An injunction bond is not required “in the case of a fiduciary or any other person from whom in the opinion of the court awarding an injunction it may be improper or unnecessary to require bond.” Code § 8.01-631(A). Nothing in the trial court’s order indicates it made such findings in this case.

as an aggrieved party for purposes of this Court's review of the injunction order. The injunction, however, is not yet effective because the movant, Ran, has not "give[n] bond with security in an amount that the trial court considers proper to pay the costs and damages sustained by" Guan if it turns out that Guan was improperly enjoined. It appears from the record before us that the trial court has not yet determined what the appropriate amount of bond will be. Until the movant "gives bond with security," the injunction does not "take effect." See Code 8.01-631(A). Accordingly, Guan is not yet enjoined from any action and is not an aggrieved party for purposes of review. See Code 8.01-626 (permitting aggrieved parties to seek review of a temporary injunction).

#### CONCLUSION

Because the temporary injunction referenced in the trial court's February 27, 2019 order has not yet taken effect and there is not yet an aggrieved party enjoined by such temporary injunction, this Court does not yet have jurisdiction to review the merits of the order. We therefore dismiss the petition for review.

This order shall be published and certified to the circuit court.

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A Copy,

Teste:

Cynthia L McCoy, Clerk

By: /s/ [Illegible]  
Deputy Clerk

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No. 21-331

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IN THE  
SUPREME COURT OF THE UNITED STATES

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ALICE GUAN (YUE GUAN),

Applicant,

v.

Bing Ran

Respondent.

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On Petition for Writ of Certiorari  
to the Supreme Court of Virginia

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**EXHIBIT B**

**For the**  
**Petition for Rehearing**

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Alice Guan, or Yue Guan, pro se  
#286

11654 Plaza America Drive  
Reston, VA 20190  
617-304-9279  
AliceGuan2021@gmail.com

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**VIRGINIA:**

**IN THE CIRCUIT COURT FOR  
THE COUNTY OF FAIRFAX**

BING RAN, )  
                  *Plaintiff*, )  
                  )  
v.              ) CL No.: 2019 08120  
JING RAN, )  
                  *Defendant*. )

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**COMPLAINT FOR SPECIFIC PERFORMANCE**

(Filed Jun. 12, 2019)

COMES NOW your Plaintiff, Bing Ran, by counsel, and for his Complaint for Specific Performance against the Defendant, Jing Ran, states as follows:

1. Plaintiff is, and at all times mentioned was, a resident of the County of Fairfax, Virginia.
2. Defendant is, and at all times mentioned was, a resident of the County of Fairfax, Virginia.
3. On June 13, 2016 the Plaintiff and Defendant entered into a Premarital Agreement (“Agreement”) between the two of them, which Agreement by its terms was to become effective as of the date of a marriage between them. (A copy of the Premarital Agreement is attached hereto and made a part hereof as Exhibit A).

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4. The parties were lawfully married on June 26, 2016 in Las Vegas, Nevada. Therefore, pursuant to paragraph 47 of the Agreement, the Agreement became effective as of that date.

5. Said Agreement fully complies with the requirements of Virginia Code §§ 20-147 through 20-155 of the Code of Virginia (the “Premarital Agreement Act”).

6. The parties signed and executed the Agreement before a notary in the County of Fairfax, Virginia, in compliance with the requirements of Virginia Code § 20-149.

7. Pursuant to Virginia Code § 20-150, the Agreement fully and expressly resolves any and all issues that may arise from the parties’ marriage due to a separation between them, and/or from a dissolution of their marriage, whether by divorce or the death of either party, including, but not limited to, their respective property and support rights. The Agreement expressly governs and defines what each party is and is not entitled to in the occurrence of separation, divorce or death of a spouse.

8. While the terms of the Agreement are fair and equitable to each party, which the parties agreed to be the case in Paragraph G(x) of the Agreement, pursuant to Virginia Code § 20-149, the Agreement “shall be enforceable without consideration.”

9. Further, pursuant to Paragraphs F and G, on pages 2 and 3 of the Agreement, as well as Paragraphs

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33 and 34 of the Agreement, the parties expressly represented and warranted that (among many other representations and warrants): (a) they have signed the Agreement voluntarily; (b) that each retained legal counsel to advise them with respect to the signing of the Agreement and that they each fully understood the legal and financial implications of the Agreement; (c) that they were each entering into the Agreement freely and voluntarily; (d) that each party was informed of the financial status of the other party as of the date of the Agreement; (e) that they each received financial disclosures from the other party; (f) that each party had any questions answered that they may have had with respect so said disclosures; and (g) that each of the parties waived the right to additional disclosures beyond that set forth in the Agreement.

10. Pursuant to Virginia Code § 20-151(B), such recitations in the Agreement “shall *create a prima facie* presumption that they are factually correct.” Further, pursuant to Virginia Code § 20-150(A)(2), any determination of whether the Agreement is or is not unconscionable is not relevant to the validity and enforceability of the Agreement in light of the recitations set forth in Paragraphs F, G, 33 and 34, as referred to above.

11. The Agreement has never been amended or revoked by the parties, in accordance with the requirements of both Paragraph 53 of the Agreement and of Virginia Code § 20-153, which addresses the amendment or modification of such agreements.

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12. Pursuant to Paragraph 5 of the Agreement, the parties are currently living in a state of separation, and have been since approximately June 2, 2019, at which time the parties were no longer living under the same roof and the Defendant informed the Plaintiff that she intended to seek a divorce from him.

13. The Plaintiff has at all times fully complied with the terms of the Agreement and his obligations under it since its effective date of June 26, 2016.

14. In contrast, the Defendant has initiated proceedings for the entry of a permanent protective order against the Plaintiff in the Juvenile and Domestic Relations District Court of Fairfax County in which she is seeking relief directly contrary to the Agreement. While the Agreement has no bearing on whether or not a protective order prohibiting contact should issue, the Defendant is also requesting that the court enter an order granting her other relief that is expressly contrary to, and prohibited by, the terms of the Agreement, as follows:

a. The Defendant is requesting exclusive use and possession of the former marital residence located at 939 Seneca Road, Great Falls, Virginia, without the Plaintiff's consent and without any obligation to pay rent to him. Said property, however, is the Plaintiff's separate property under the Agreement, pursuant to Schedule A and Paragraph 6(i).

i. Further, Paragraph 14(a) states that the parties "shall retain" their "Separate Property free and clear from any claim or demand of the other party,"

and pursuant to Paragraph 14(b) the Defendant has expressly waived 'her right to make any such [monetary] claim to the Separate Property of the other party . . ."

b. The Defendant is requesting that court to also grant her an award of temporary spousal support, the right to which she has expressly waived in Paragraph 31 of the parties' Agreement, paragraphs (a) and (b) of which state as follows:

a. In the event either or both of the parties files for an action to dissolve or otherwise terminate the parties' marriage, or upon the parties' separation, whether due to marital discord or annulment, dissolution or other termination of the parties' contemplated marriage, neither party shall claim, nor shall either party receive, and each party waives any right he or she may have to claim or receive, any sums from the other as and for any form of alimony, spousal support, separate maintenance, temporary alimony/spousal support, or any other form of alimony, spousal support, separate maintenance, temporary alimony/spousal support, or any other form of support whatsoever, temporary or permanent, inclusive of any reservation of the same, even though he she may otherwise be entitled to the same under the laws of the Commonwealth of Virginia, another state or jurisdiction, or some other applicable law.

b. This waiver includes any right he or she may ever have to receive alimony,

maintenance, or spousal support from the other, including temporary, rehabilitative, indefinite and permanent, both periodic and lump sum, as well as any reservation of same, and whether any and all such rights or claims results from common law, statutory law, or by way of equitable rights. Each party shall indemnify and hold the other harmless from any such claim made by him or her. No provision in this Agreement concerning alimony or spousal support shall be subject to modification by any court under any law of any jurisdiction, including a foreign jurisdiction, which may be applicable in the absence of this Premarital Agreement. Each party recognizes the implications of waiving a future right to support from the other party given the uncertainty of each party's future needs and resources, but makes such waiver freely and voluntarily. Each party acknowledges that it is not his or her intent to derive any right of support from the other party as a result of the marriage relationship, notwithstanding the law of any state, the passage of time or any changes in the circumstances of the parties.

15. Despite the express terms of the Agreement, the Defendant has failed and/or refused to withdraw the claims for relief stated above and is actively pursuing the same. Further, since the separation the Defendant has made demands of the Plaintiff that he pay her \$500,000, far in excess of the amount that she is entitled to receive under the Paragraph 15 of the Agreement.

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16. Paragraph 37 of the Agreement, regarding enforcement costs, states:

The reasonable legal fees or costs incurred by a party in the successful enforcement of any of the provisions of this Agreement whether through litigation, negotiations, or other actions necessary to compel compliance herewith, shall be paid by the defaulting party. Any such reasonable fees or costs incurred by a party in the successful defense of any enforcement action shall be paid by the party seeking to enforce compliance. Both parties warrant that this Agreement is fully enforceable and will not bring a suit in law or equity to challenge any of its terms or its legal legitimacy. If either party attempts to contest the validity and enforceability of this Agreement in any court proceeding, that party shall pay to the other party all actual attorneys' fees, costs and expenses incurred by the other party in defending such action.

17. Paragraph 41 of the Agreement prohibits the parties from filing for divorce on any grounds other than those based upon a mere separation from the other, which in the case of these parties, who do not have children together, will not accrue until six months following the date of their separation on June 2, 2019. Therefore, no such suit, which could be used as a vehicle to enforce the Agreement, can be filed by either party until that time; however, Paragraph 56 of the Agreement states is follows:

56. Specific Performance: The parties acknowledge monetary damages would be inadequate as a means of enforcement of this Agreement and that complete relief can only be provided by specific performance of its terms and therefore upon the breach, or threatened breach, of this Agreement by either party, the other party may file for immediate relief in a court of competent jurisdiction to ask that this Agreement be ratified, affirmed and incorporated but not merged into an order of the court requiring both parties to specifically comply with all terms of this Agreement on penalty of contempt.

18. The Defendant's failure to comply with the terms of the Agreement has caused and is continuing to cause the Plaintiff to incur damages, monetary and nonmonetary, and the Defendant should be required to fully comply with all of the terms of the Agreement, and the Plaintiff should be reimbursed by the Defendant for all of the costs and injury that he has incurred and will incur in the enforcement of the Agreement due to the Defendant's willful breaches of the Agreement. Further, should the Defendant be awarded any relief by another court that is contrary to the terms of the Agreement, then the Plaintiff should be fully compensated by the Defendant for any and all damages, monetary and non-monetary, sustained by the Plaintiff as a result of the Defendant's failure to abide by the terms of the Agreement.

WHEREFORE, your Plaintiff, BING RAN, respectfully requests that the Court enter an Order granting him the following relief:

- A. That the Agreement be made an order of this Court, and that the Defendant be ordered to fully comply with all terms and perform all actions required of her contained therein, under penalty of contempt;
- B. That the Defendant be ordered to compensate the Plaintiff for all damages sustained by him, monetary and non-monetary, in accordance with the terms of the Agreement, as a result of the Defendant's failure to abide by, and her direct breaches of, the terms of the Agreement;
- C. That the Defendant be ordered to pay the Plaintiff any and all attorney's fees and costs incurred by him in this matter; and
- D. That the Plaintiff be granted such other and further relief as this Court deems mete and just.

**BING RAN**  
**By Counsel**

/s/ Kyle F. Bartol  
Christopher W. Schinstock, V.S.B. No. 36179  
Kyle F. Bartol, V.S.B. No. 42581  
**SCHINSTOCK & BARTOL, PLLC**  
439 N. Lee Street  
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cschinstook@schinstocklaw.com  
kbartol@schinstocklaw.com  
Counsel for Plaintiff

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### **PREMARITAL AGREEMENT**

This Premarital Agreement (the "Agreement") is made this 13th day of June, 2016 by and between JING LI, prospective Wife and/or Wife, and BING RAN, prospective Husband and/or Husband.

### **RECITALS**

A. The parties are living together, contemplate marriage to each other in the future, and are planning to dwell in Virginia as their principal place of residence. In anticipation of their marriage, they desire to fix and determine the rights and claims that will accrue to each of them in the property and the estate of the other as a result of the marriage. The parties have agreed to accept the provisions of this Agreement in lieu of all other rights arising from their matrimonial union they would otherwise have but for this Agreement.

B. Neither of the parties has had any intention to obligate the other to furnish any support to the other whatsoever. Except to the extent that either of them may have paid any portion of the expenses of the other gratuitously and without intention or expectation of repayment, each of the parties has paid his or her own expenses. Neither of the parties has rendered

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any household or other services to the other except gratuitously and with no intention or expectation of remuneration. Each party currently owns separate property, all of which is owned independently and free of any claim of the other.

C. Both parties are in good physical and mental health. Jing Lis is 25 years of age. Bing Ran is 58 years of age. Each party is sufficiently educated and fully capable of understanding the nature and consequences of this Agreement, and each has either had the assistance of attorneys of their own selection to assist them in gaining an understanding of the legal meaning and effect of this Agreement or understands that they have the ability and means to obtain such legal advice in the preparation of this Agreement.

D. The parties desire to establish their respective rights in all property currently owned by each of them or which may be acquired hereafter by each of them in the event of a separation, annulment, divorce or the death of either party. (Here after, any reference to "*divorce*" shall also be deemed to include "*annulment*"). The parties intend that each shall have the right to retain all property in which either party has legal or beneficial ownership now or in the future free and clear of all claims by the other except as expressly set forth otherwise in this Agreement.

E. It is the express intent and agreement of the parties to avoid any dispute, controversy, litigation or claims having to do with their respective rights in the event of a separation or termination of their marriage

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by death, or divorce. This Agreement is not intended to facilitate or encourage a separation or divorce. Both parties agree that it is in their mutual best interests and in the best interest of promoting the tranquility, harmony and peacefulness of the marriage that this Agreement control the division of all property, all rights to support, and all other rights which may arise in the event of a separation or should their marriage be terminated by death or divorce.

F. Both parties have initialed the financial disclosures attached as Schedules A and B, by which act they have agreed and are evidencing that:

- (i) the disclosures were presented to each of them; and
- (ii) that each has carefully examined the disclosures; and
- (iii) that each has had answered to his or her satisfaction any and all questions which they or their lawyer may have had concerning the disclosures; and
- (iv) that each has had the opportunity, if they so desired, to have any asset appraised, to review any records concerning any asset or liability, or to otherwise independently value any asset, or fully investigate the historical amount and prospective projections of the other's income, which opportunity they have either undertaken on their own behalf or they have decided to willingly forego; and
- (v) that each hereby voluntarily and expressly waives any right to disclosure of the property

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or financial obligations of the other party beyond the disclosure provided; and

(vi) that each hereby waives any claim they might otherwise be able to make in the future that the other party failed to make a full, complete, or accurate financial disclosure to them so as to render this Agreement or any part of it void, voidable, or otherwise unenforceable due to any alleged inadequacy based on a failure to disclose.

G. Each party warrants:

(i) that they have had the opportunity to obtain independent legal advice prior to the execution of this Agreement; and

(ii) that the Husband has retained the legal counsel of Christopher W. Schinstock, Esquire, of Christopher W. Schinstock, PLLC, and the Wife has retained the legal counsel of Christian M. Lapharn, Esquire, and Jennifer L. McCammon Esquire, of Bean, Kinney, 86 Korman, P.C., and that she further affirmatively states that, after due and careful consideration, she has determined that she desires to enter into this Agreement regardless of whether or not legal counsel would recommend against or in favor of her entering into this Agreement; and

(iii) that they fully understand the legal and financial implications of this Agreement as well what potential or different rights they would have under the current law in the absence of such an agreement; and

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- (iv) that they are entering into this Agreement freely and voluntarily; and
- (v) that they have not been nor are they under any duress exerted by the other party or otherwise; and
- (vi) that they have not been promised anything by the other party other than those promises contained in this Agreement; and
- (vii) that they have not relied upon any representation by the other as an inducement to enter into this Agreement other than those representations contained herein; and
- (viii) that they do not believe the other has overreached in arriving at the terms of this Agreement; and
- (ix) that they have not been coerced in any manner by the other into entering into this Agreement; and
- (x) that they believe this Agreement is fair and reasonable given the parties' circumstances; and
- (xi) that they wish to be bound by the terms of this Agreement notwithstanding any determination by a court of competent jurisdiction regarding the fairness of this Agreement; and
- (xii) that they have given due consideration to all provisions hereof and clearly understand and accept all of the provisions hereof; and

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(xiii) that they are aware of their property rights under the laws of the Commonwealth of Virginia in the event of the other's death, their separation or the dissolution of their marriage, and have freely elected to waive all such rights in lieu of the provisions herein; and

(xiv) that their prospective marriage would not take place absent the entering into of this Agreement and that the Agreement is in itself an inducement for them to marry; and

(xv) that this Agreement is a. premarital agreement as defined by law and subject to the provisions as currently constituted in the Commonwealth of Virginia version of the Uniform Premarital Agreement Act (Va. Code 020-147 through 20-155). Each party understands and intends that the provisions of this Agreement shall prevail over any statute or law of the Commonwealth of Virginia, or any other jurisdiction, including any foreign jurisdiction, which may be applicable in the absence of this premarital contract; and that this Agreement shall govern their rights and obligations upon dissolution of their marriage, by death, separation or divorce regardless of where they may be living at the time.

IN CONSIDERATION of the foregoing and the mutual promises and exchanges made by each party to this Agreement, the parties covenant and agree as follows, and hereby bind their legal representatives, personal representatives, executors, administrators, estates and heirs to the same.

## **DEFINITIONS**

1. Property: "Property" means any interest, present or future, legal or equitable, vested or contingent, in any asset, including real property, tangible personal property, intangible personal property, and mixed property, whenever or wherever acquired or located. "Real Property" means land, together with improvements and fixtures thereon. "Tangible personal property" means movable tangible assets, including furniture, furnishings, clothing, jewelry, art, automobiles, and equipment. "Intangible personal property" means incorporeal assets, including cash, certificates of deposit, negotiable instruments such as checks, notes and mortgages, accounts receivable, insurance, annuities, copyrights, patents, licenses, royalties, and other forms of intellectual property, and securities such as stock, bonds, units and options, and where any such property is held in a bank, brokerage or other financial institution account, the account itself. Where the term "property" without further description is utilized in this Agreement, it shall be construed to mean and encompass real property, tangible personal property, intangible personal property, and mixed tangible and intangible property, so as to encompass every conceivable type and meaning of property,

2. Retirement Benefits: "Retirement benefits" means any individual retirement account or annuity, pension plan, profit-sharing plan, defined benefit plan, defined contribution plan, or other deferred compensation benefit or plan, qualified or non-qualified, provided through employment or self-employment,

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without regard to whether the terms of the benefit or plan may permit a party to receive benefits prior to actual cessation of employment.

3. Earnings: “Earnings” means salary, wages, draws, allowances, bonuses, origination fees, commissions, employee prizes and awards, gambling winnings, accrued but unpaid compensation, severance pay, workers’ compensation, unemployment compensation, disability payments, social security benefits, veteran’s benefits, retirement benefits, and other deferred compensation, the value of employee perquisites, including paid leave, health, life and disability insurance benefits, company provided vehicle or transportation allowances, expense accounts and allowances, the right to retain earned airline frequent flyer miles, any recovery for personal injuries sustained by a party, and other remuneration derived from personal efforts or employment, and all regardless of whether such earnings are taxable or not, earned or unearned,

4. Income: “Income” includes dividends, interest, royalties, capital gains, rents, business profits, distributions (other than distribution of principal) from estates, trusts, pass-through entities such as partnerships and “S” corporations, and other property in which a party has an interest, regardless of whether such income is taxable or not, earned or unearned.

5. Separation: The parties “separation” shall be considered executed and the parties “separated” for the purposes of this Agreement as of the date that the parties are not living under the same roof with the intent

on the part of at least one party to terminate the marital relationship, or, if earlier, as of the date that one party informs the other party in a notarized writing that he or she intends to be separated from the other party and to terminate the marital relationship even if they are at that time living at the same residence.

a. Marital Residence: In the event that the parties separate then each party shall have sole exclusive use and possession of each residence that is titled solely in their name, or that is titled in that party's name jointly with an individual other than the other party. This shall include, without limitation, the residence in which the parties may be residing at the time of their separation, should that residence be solely titled in the name of one party. In the event that the parties are residing in a residence titled solely in one of their names at the time of separation, then, in that event, the party in whose name the residence is not titled shall vacate and cease residing at that residence, if they have not already vacated such residence, within seven (7) days of the commencement of the separation. Further, each party agrees to, and shall execute and/or direct their respective attorneys to execute, any orders which may be necessary to submit to a court of competent jurisdiction granting the owning party exclusive use and possession, pursuant to this paragraph, of any residence titled solely in a party's name, and neither party shall be permitted to oppose the entry of such an order, nor shall either party seek any relief from a court of competent jurisdiction that is contrary to the terms of this paragraph.

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6. Separate Property: A party's "Separate Property" shall be any and all property not defined as Marital Property under Paragraph 7, including, but not limited to:

- (i) all property acquired by a party prior to the parties' marriage, including specifically, the property of Jing Li set forth in the Schedule A, attached, and the property of Bing Ran set forth in the Schedule B, attached, and further including, also without limitation, all property acquired by a party during the period of their cohabitation prior to marriage; and
- (ii) all property titled in the party's name; and
- (iii) all property titled jointly with a third party person or entity; and
- (iv) a party's interest in any property titled as tenants in common with the other party or a third party person or entity; and
- (v) any property acquired by a party after the date of this Agreement by gift (other than from the other party), or inheritance, survivorship, operation of law under the laws of intestate succession, a will, trust, or similar instrument, or beneficiary designation; and
- (vi) any appreciation in the value of the parties' separate property; and
- (vii) all income or earnings from the party's separate property; and

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(viii) all income or earnings due to a parties' personal labor or efforts, whether before, during or after the parties' marriage hereto; and

(ix) all retirement benefits acquired by a party, whether before, during or after the parties' marriage hereto; and

(x) all money or other property received by a party in satisfaction of a judgment for injury or to his or her person or pursuant to an agreement for a settlement or compromise of a claim for such injury; and

(xi) all contest winnings, prizes and awards based on the party's skill or knowledge or otherwise derived from the party's separate property; and

(xii) all proceeds, whether in cash or in kind, from the sale, conversion, consolidation, merger, or exchange of the party's separate property; and

(xiii) all proceeds of a loan secured by a lien on the party's separate property; and

(xiv) all untitled property acquired with the party's separate property; and

(xv) that portion of any untitled property traceable to a party's separate property.

7. Marital Property: "Marital Property" of the parties shall only be, and is limited to:

(i) any funds or investments held in any joint accounts mutually established by the parties during their marriage, until separated, in their joint

names at any financial institution, including, but not limited to, bank accounts, credit unions, and brokerages; and

(ii) any jointly-titled property held as tenants by the entireties or joint tenants with the right of survivorship; and

**CONTROL AND OWNERSHIP OF PROPERTY  
AND MEDICAL-CARE DECISIONS REGARDING  
OTHER PARTY**

8. Control Over Separate Property: Each party is free to sell, use, transfer, exchange, abandon, lease, consume, assign, create a security interest in, encumber, dispose of, pledge, gift or otherwise manage and control his or her separate property without the prior permission, knowledge, or consent of the other party.

9. Ownership of Property: All separate property of the party shall be deemed owned by such party notwithstanding the fact that the other party may have expended time, skill and effort in the management or maintenance of such separate property and, further, notwithstanding the fact that the other party may have made monetary or non-monetary contributions to the acquisition, care, appreciation in value, or maintenance of such property. The parties expressly reject and preclude by this Agreement any concepts of transmutation whereby one party may acquire a right or interest of any kind in the otherwise separate property of the other by reason of any contribution of personal efforts.

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10. Fiduciary Duties: In the event a party is appointed personal representative, executor or other fiduciary of the other party's estate, or in the event of the disability of a party, and in the further event the other party is appointed and serves as a conservator or guardian of the disabled party, the party so appointed shall nevertheless be bound by, and shall comply with, the terms of this Agreement.

11. Limitation of Use of Advanced Medical Directives/Power of Attorney: The parties may find it appropriate or convenient from time to time to exercise general or specific powers of attorney and/or advanced medical directives or other such instructions which permit one spouse to exercise control over assets in the other party's sole name, to incur debts in the name of the other party, and/or to make decisions concerning the rendering or withholding of medical care to the other party. Neither party shall use a position as committee or guardian or a power of attorney to make any transfers which would defeat the other party's protections created in this Agreement. At any time that the parties are separated as defined by this Agreement, neither party shall attempt to exercise any power of attorney or act upon any advanced medical directives of the other party. Upon separation, all such instructions shall be treated as having been revoked. All originals and all copies of such instruments shall be returned to the executing party upon separation of the parties.

**BUSINESS ENTERPRISES AND TRUSTS**

12. The Husband's Business Enterprise(s):

a. The Husband has established AdSTM and other business enterprises which shall remain his separate property. The purpose of this paragraph is to protect absolutely the character of those businesses and of any future business enterprise or enterprises that the Husband may establish or own an ownership interest in, as being the Husband's sole and absolute separate property. Nothing in this paragraph shall be construed to make such entities or their assets less secure as the Husband's separate property, but shall all instances be construed to assure their status as separate, free and clear of any and all claims of the Wife, now and forever. Further, should the Wife establish a business enterprise or enterprises in her own name or with the use of her own separate funds, then such entity or entities shall be the Wife's sole and absolute separate property. Nothing in this paragraph shall be construed to make such entities or their assets less secure as the Wife's separate property, but shall in all instances be construed to assure their status as separate, free and clear of any and all claims of the Husband, now and forever. Further, each party agrees to hold the other harmless and indemnify the other with respect to any liabilities associated with their separate business enterprise property or properties pursuant to this paragraph.

b. To the extent that either party is required to pay liabilities or other expenses of such entities, the payment of such liabilities or other expenses for any

such entities shall not act to change the nature of the entities or any of the assets the entities hold from their character as separate property.

13. Trusts and New Entities: Both parties shall be at complete liberty to liquidate, combine, transfer to new entities, or place in trust any of his or her separate property, inclusive of the entities without in any manner changing the nature of the same from their character as separate property of the that party. Any new or successor entity funded or created, with such separate entities, or their holdings, or loans secured by such holdings, shall be deemed separate property of the owning party at all times hereafter.

**DISPOSITION OF PROPERTY UPON SEPARATION OR DIVORCE.**

14. Disposition of Separate Property Upon Separation and/or Divorce: In the event the parties separate or divorce, each party's Separate Property shall be disposed of as provided in this Numbered Provision.

a. Each party shall retain his or her Separate Property free from any claim or demand of the other party, notwithstanding the fact that the other party may have expended time, skill and effort in the management or maintenance of such Separate Property and, further, notwithstanding the fact that the other party may have made monetary or non-monetary contributions to the acquisition, care, appreciation in value and/or maintenance of such property.

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b. No Separate Property of a party may be the subject of a claim for contribution, transfer, monetary award, equitable distribution award, equitable lien, or community property award under Code of Virginia §20-107.3, or division of any kind under any applicable statute or law of Virginia or of any other state or jurisdiction which may govern the disposition of marital or community property upon separation or divorce, including a foreign jurisdiction, as such laws now exist or may hereafter be enacted or amended, and each party waives his or her right to make any such claim with respect to the Separate Property of the other party as defined in this Agreement. A contribution of Marital Property or efforts toward the acquisition or maintenance of Separate Property shall not convert any portion of the Separate Property to Marital Property.

15. Disposition of Marital Property Upon Separation and/or Divorce: In the event the parties divorce, upon the entry of a final order of divorce, the Husband shall pay the Wife as follows:

A. If Wife initiates a separation or divorce, then Husband shall pay Wife the following sums:

Marriage length:

12 months to less than 3 years - \$75,000.00  
3 to less than 5 years - \$100,000.00  
5 to less than 10 years - \$150,000.00  
10 to less than 15 years - \$250,000.00  
15 to less than 20 years - \$500,000.00  
20 plus years - \$1,000,000.00

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B. If Husband initiates a separation or divorce, then he shall pay Wife the following sums:

Marriage length:

12 months to less than 3 years - \$130,000.00  
3 to less than 5 years - \$150,000.00  
5 to less than 10 years - \$200,000.00  
10 to less than 15 years - \$250,000.00  
15 to less than 20 years - \$500,000.00  
20 plus years - \$1,000,000.00

From the amounts above, Husband shall advance the sum of \$10,000 to be paid to Wife within seven (7) days of separation. The balance shall be due no later than 60 days after entry of a final order of divorce.

The parties intend that all amounts above shall be paid without tax consequence to either party; that is, they shall not be includable in Wife's gross income for tax purposes.

Notwithstanding any term to the contrary, if Wife commits adultery, as such is defined according to Virginia law, and Wife's adultery is the cause of the dissolution of the marriage, then Husband shall have no obligation to pay Wife any of the amounts above.

Otherwise, except as provided above and except as set forth below in paragraph numbered 17, there will be no division of marital property, unless it is jointly titled which shall be divided pursuant to the immediately following paragraph.

Marital Property: Except as set forth above, and below in paragraph numbered 17, in the event the

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parties separate or divorce, the Marital Property as existing on the date of separation shall be disposed of as provided in this Paragraph. All Marital Property shall be divided in proportion to each party's respective financial contribution(s) to the acquisition of such property, regardless of their respective contributions, monetary or non-monetary, toward its maintenance and/or upkeep. All such divisions shall be made in such manner as shall be mutually agreed upon by the parties, but within one-hundred twenty (120) days from the date of separation. Should the parties not be able to so agree, or should the divisions not occur within one-hundred twenty (120) days, all such remaining Marital Property shall as soon as reasonably possible thereafter, but no longer than one-hundred eighty (180) days from the parties' separation, be offered for sale in a fair-market, arms-length transaction between the parties and a third-party, with said third-party in no manner acting on behalf, directly or indirectly, of one of the parties. Upon the completion of the fair-market sale, the net proceeds of sale of Marital Property shall be divided in proportion as set forth above. Any and all resulting liability, costs, or taxes arising from such sales shall likewise be proportionally divided between the parties. Provided, however, that in the event one party, subsequent to the separation of the parties, pays any liabilities with respect to Marital Property being sold pursuant to this provision, then such party shall be entitled to reimbursement from the net proceeds of sale prior to their division. The parties shall be obligated to fully and timely cooperate in the marketing and sale of all Marital Property that is real

property, to include but not be limited to: (i) selecting an initial listing agent or successor listing agent in the event of a sale of any real property that is marital, and no later than 21 days after “separation” as defined by this Agreement; (ii) selecting an initial listing price or successor listing price in the event of a sale of any real property that is marital, and no later than 28 days after “separation” as defined by this Agreement; (iii) paying for each and any fix-ups or repairs recommended by the listing agent in the event of a sale of any real property that is marital in proportion to their respective financial contribution(s) to the acquisition to said property; and/or (iv) endorsing offers, counter-offers and/or sales contracts in the event of a sale of any real property that is marital.

16. Efforts to Alter Outcome of Property Distribution: Neither party shall retitle assets, deplete joint accounts, remove personal property, incur new debt, or take any other actions in anticipation of divorce in an effort to alter the outcome of property division under this Agreement in the event of a separation or divorce. The parties acknowledge that there may be legitimate disagreement about whether a party undertook transactions in anticipation of divorce, and in that event, such issue shall be submitted to a court of competent jurisdiction for determination. If a party has taken actions in anticipation of divorce, which had the effect of decreasing the property interest or increasing the debt of the other party, then a court of competent jurisdiction shall award a judgment in the amount of such damages to the non-offending party. Accordingly, the

parties agree that each will act in good faith toward each other in dealing with their respective rights under this Agreement.

**DISPOSITION OF PROPERTY UPON HUSBAND'S DEATH:**

17. In the event the Husband dies before the parties have been married for 10 years, the Wife/Widow shall receive only the financial distributions as set forth in paragraph 15 above and any Marital Property. If the Husband dies after the parties have been married for 10 years or more, the Wife/Widow shall receive one third (1/3) of the Husband's augmented estate, to include as part of that one third (1/3) share of the full and exclusive ownership and possession of the real property and residence located at 2330 Kelbrook Court, Oviedo, Florida. However, the Husband's current daughters shall in any and all events receive the full and exclusive ownership and possession of the real property and residence at 236 Javed Place, Dunn Loring, VA 22027.

**ADDITIONAL PROVISIONS REGARDING CHARACTER OF PROPERTY**

18. Presumptions of Character of All Property: The Parties agree that in the event of any future contest over whether property is Marital Property, a presumption shall exist that the same is Separate Property, which presumption may be overcome only by clear and convincing evidence in writing. The parties

further agree that should some disputed property meet the definition of both Marital and one parties' Separate property hereto but cannot be quantifiably traced due to comingling, such property shall in that event be deemed the Separate Property of the party having a Separate Property interest in such property.

19. Proof of Character of Untitled Personal Property: A party claiming that an item of untitled personal property acquired during the parties' marriage is Marital Property has the burden of proving the same by clear and convincing evidence. In the absence of sufficient proof, such asset shall be the Separate Property of the party whose Separate Property was used to acquire such property. For the purpose of this Paragraph, sufficient proof shall include: (i) a written, notarized acknowledgement by both parties that such asset is Marital Property; or (ii) a bill of sale, invoice, or similar document, coupled with written proof that the source of funds used for payment was Marital Property.

20. Additional Agreements on Character of Property: This Agreement contains rules governing the characterizations of property as a party's Separate Property or as Marital Property. The parties may override the characterization of any property as defined by this Agreement only by executing a writing which clearly identifies the property and specifically states how the property or interest in property is to be characterized for a purpose or purposes different than those required by this Agreement. The writing may also address to what extent, if any, further contributions to equity or comingling will affect the

characterization of the property. Any such writing must be signed by both parties before a Notary Public or like officer qualified to administer oaths.

21. Casual Use of Terms Does Not Create Property Interest: The parties acknowledge that they may occasionally use such expressions as "our property," "our house," etc., when referring to property that is, by terms of this Agreement, separate property. Notwithstanding such casual references, they acknowledge that this Agreement may be altered or amended only in writing as set forth in this Agreement.

**DISPOSITION OF RETIREMENT AND SURVIVOR BENEFITS IN THE EVENT OF SEPARATION, DIVORCE OR DEATH**

22. Waiver of Interest in Retirement Benefits Upon Separation or Divorce: In the event of the parties' separation or divorce, each party shall retain his or her retirement benefits free from any claim or demand of the other party, including any claim for equitable distribution, monetary award, or other disposition of property upon divorce, and each party expressly waives any and all claims he or she may have to any retirement benefits held by the other party, including, but not limited to, lump sum withdrawal benefits, refunds of employee contributions, or commuted lump sums, survivor benefits, including optional survivor benefits, annuities, or any benefits of any kind payable under the term of a party's retirement plan. In the event of a marital separation, each party shall, upon

request of the other, execute such consents or waiver as may be required to effectuate the participant party's right to retain his or her retirement benefits, including any consent or waiver that may be required to permit the participant to make a benefit election other than a survivor annuity.

23. Waiver of Spousal Interest in and Right to Survivor and Death Benefits: Each party expressly waives any legal right he or she may have under any federal or state law as a spouse or former spouse to participate as a payee or beneficiary of any interest the other party may have now or in the future in any retirement benefits, including, but not limited to, the right to receive any lump sum death benefit, joint and survivor annuity, or pre-retirement survivor annuity. Each party consents to any election previously or hereafter made by the other party with respect to the payee and the form of payment of any benefit upon retirement or death under any such plan. The parties' acknowledge that the effect of this waiver is to permit each party, without notice to or consent of the other party, to elect a single life annuity, lump sum withdrawal benefit, commuted lump sum, or refund of employee contributions, name a beneficiary of that party's choosing of his or her survivor or death benefits, or elect any other form of payment available under the terms of his or her retirement plan. These terms shall be limited, however, by the Wife's rights upon death, as set forth in paragraph 17 above.

24. Ratification of Waivers: The parties acknowledge that as of the date of this Agreement the

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Retirement Equity Act of 1984 does not permit a pre-marital waiver of a spouse's rights to a survivor or death benefit payable with respect to a qualified retirement plan notwithstanding the provisions of Paragraphs 21 and/or 22. They therefore acknowledge that their waivers of such rights may be ineffective and unenforceable under such law. Nevertheless, the parties intend, by this Agreement, to waive all such rights. The parties agree that, after the date of their marriage, each will, upon request of the other, execute any waiver or consent to waiver as may be required by the terms of the other party's plan, or applicable statute or regulation, so as (1) to permit the plan participant to elect any form of payment available under his or her retirement plan, to a beneficiary of the plan participant's choosing of his or her survivor or death benefits in accordance with the provisions of Paragraphs 21 and 22; and (ii) to waive completely any spousal right he or she may otherwise have with respect to such plan as it relates to such retirement benefits.

25. Default: If, notwithstanding Paragraphs 21 through 23, a non participant party fails or refuses to timely execute a waiver or consent to a waiver after being requested to do so, in addition to any other remedies to which the participant may be entitled, the participant spouse shall have a creditor's claim against the non-waiving or non-consenting party in an amount equal to the value of the spousal benefit not waived by the non-waiving or non-consenting party.

**DEBTS**

26. **Separate Liability for Separate Debts:** At all times during the marriage, except as the parties may otherwise agree in a notarized writing executed by each, each party shall be solely responsible for all debts in his or her name alone, whether incurred prior to or during the marriage. Neither party shall contract any debt in the name of, or on the credit of the other, without that parties express agreement in a notarized writing.

27. **Secured Debt:** Each party shall be solely responsible for paying any debt secured by his or her Separate Property and any Marital Property distributed to him/her pursuant to paragraph 15 above.

28. **Joint Debt:** Should the parties separate, and that separation ultimately lead to a divorce between them, then if there exists any debt jointly titled in the names of the parties as of the date of their separation, then any such debt shall be equally divided by the parties unless expressly set forth differently within this Agreement or they otherwise hereafter expressly agree in a notarized writing. Further, should either party die during the course of the marriage and there exists any jointly titled debt, then, unless expressly set forth differently within this Agreement or otherwise expressly hereafter agreed to by the parties in a notarized writing, or unless either party expressly indicates otherwise in his or her valid Will or other valid testamentary instrument, then any such debt shall be

equally divided by the party and the other party's estate.

**TAXES**

29. Income Taxes and Income Tax Returns: The parties may from time to time file joint United States and/or state income or intangible personal property tax returns. Each party agrees to pay any and all income taxes on income earned by him or her which is included on any joint tax return so filed. Each party further agrees that all information which he or she may furnish in the preparation and filing of joint tax returns will be, to the best of his or her knowledge, true and correct. The income tax liability due with respect to any such joint return shall be allocated between the parties and paid proportionately by each of them and, if either party is required to pay the tax obligation of the other, the party liable shall reimburse the other party and hold him or her harmless for amounts paid on his or her behalf. The amount paid by each party shall bear the same ratio to the total tax payable with respect to such joint return as the amount of tax that would be payable by him or her if he or she filed a separate return bears to the total tax would be payable by the parties if both filed separate returns. Any tax payment, tax refund, penalties, interest or costs arising out of any audit, deficiency assessment or other adjustment shall be allocated between the parties in a manner that results in the total liability being pro rated as provided in this Paragraph.

30. Filing Joint Return Not Transmutation: The parties agree that the filing of a joint income tax return shall not in any fashion be construed as a transmutation of separate property into marital property nor shall such returns be deemed evidence of any ownership interest in the other party's separate property.

### **WAIVER OF SPOUSAL SUPPORT**

31. Waiver of Spousal Support:

a. Except as set forth in paragraph 32 below, in the event either or both of the parties files for an action to dissolve or otherwise terminate the parties' marriage, or upon the parties' separation, whether due to marital discord or annulment, dissolution or other termination of the parties' contemplated marriage, neither party shall claim, nor shall either party receive, and each party waives any right he or she may have to claim or receive, any sums from the other as and for any form of alimony, spousal support, separate maintenance, temporary alimony/spousal support, or any other form of alimony, spousal support, separate maintenance, temporary alimony/ spousal support, or any other form of support whatsoever, temporary or permanent, inclusive of any reservation of the same, even though he she may otherwise be entitled to the same under the laws of the Commonwealth of Virginia, another state or jurisdiction, or some other applicable law.

b. Except as set forth in paragraph 32 below, this waiver includes any right he or she may ever have

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to receive alimony, maintenance, or spousal support from the other, including temporary, rehabilitative, indefinite and permanent, both periodic and lump sum, as well as any reservation of same, and whether any and all such rights or claims results from common law, statutory law, or by way of equitable rights. Each party shall indemnify and hold the other harmless from any such claim made by him or her. No provision in this Agreement concerning alimony or spousal support shall be subject to modification by any court under any law of any jurisdiction, including a foreign jurisdiction, which may be applicable in the absence of this Premarital Agreement. Each party recognizes the implications of waiving a future right to support from the other party given the uncertainty of each party's future needs and resources, but makes such waiver freely and voluntarily. Except as set forth otherwise, each party acknowledges that it is not his or her intent to derive any right of support from the other party as a result of the marriage relationship, notwithstanding the law of any state, the passage of time or any changes in the circumstances of the parties.

c. During the course of the parties' marriage and prior to any separation, Husband should provide \$3,000 – \$6,000 per month, provided his finance allows, to a joint account by husband and wife as the family's spending.

## **BANKRUPTCY**

32. The parties acknowledge that Husband's obligations under paragraph 15 shall not be dischargeable in bankruptcy regardless of how designated or described herein. Each party has given valid consideration and relinquished his/her marital rights for such obligations, including support. If Husband seeks to relinquish such obligations in bankruptcy, whether or not he is successful in doing so, Wife shall have reserved to her all rights and remedies to seek the payment of spousal support, whether temporary or permanent and she shall have the right to petition a court of competent jurisdiction for such support.

## **VOLUNTARY EXECUTION AND DISCLOSURES**

33. Voluntary Execution: Each party acknowledges that he or she is entering this Agreement freely and voluntarily. Each party has been fully informed of, or has had the opportunity to be fully informed of, his or her legal rights, including his or her rights to support, equitable distribution, dower, courtesy and augmented estate rights, to renounce and take against the will of the other, and all other rights arising out of the marriage and all of the provision of this Agreement to the extent he or she has deemed necessary to decide whether to sign this Agreement. Each party acknowledges that he or she has not received any legal advice from counsel for the other party, that neither is relying on any purported advice from counsel for the other party, and that neither has a right to rely on any advice

from counsel for the other party. Each party has fully considered the implications of entering into this Agreement and each understands that it is intended as a final expression of the property and support rights of each of them with respect to the other. Each party further acknowledges that this Agreement is fair, reasonable and that it is not unconscionable but rather the basis on which they have consented to their prospective marriage, without which the marriage would not occur.

34. Financial Disclosures: Each party has been informed of the financial status of the other party as of the date of this Agreement and reiterate as a substantive term of this Agreement all of the recitals made in this Agreement including, without limitation, those specifically pertaining to disclosure set forth in recital F.

#### **LEGAL FEES AND ENFORCEMENT COSTS**

35 Fees and Costs for Preparing Agreement: Jing Li shall pay her own legal fees and expenses incurred in connection with the negotiation and preparation of this Agreement. Bing Ran shall pay his own legal fees and expenses incurred in connection with the negotiation and preparation of this Agreement.

36. Fees and Costs Relating to Separation or Divorce: Each party shall be solely responsible for any legal fees or costs incurred by him or her in connection with any separation or suit for divorce, and each party waives and releases the other from any claim for any

such legal fees and costs associated with any future separation or divorce action, including, but not limited to, fees and costs awarded during the pendency of such action and fees and costs which may be awarded at or after the conclusion of such action.

37. Enforcement Costs: The reasonable legal fees or costs incurred by a party in the successful enforcement of any of the provisions of this Agreement whether through litigation, negotiations, or other actions necessary to compel compliance herewith, shall be paid by the defaulting party. Any such reasonable fees or costs incurred by a party in the successful defense of any enforcement action shall be paid by the party seeking to enforce compliance.

Both parties warrant that this Agreement is fully enforceable and will not bring a suit in law or equity to challenge any of its terms or its legal legitimacy. If either party attempts to contest the validity and enforceability of this Agreement in any court proceeding, that party shall pay to the other party all actual attorneys' fees, costs and expenses incurred by the other party in defending such action.

#### **MISCELLANEOUS**

38. Prior Agreements and Claims: The parties acknowledge and agree that they have not previously entered into any other contract, understanding or agreement, express or implied, with respect to each other's property or earnings, wherever or however acquired, or with respect to the support or maintenance

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of each other. Neither party now has, possesses, or claims any right or interest whatsoever, in law or equity, under the laws of any state, territory, or country in the present or future property, income, earnings, retirement benefits or estate or the other, or a right to support and maintenance or rehabilitation payments of any kind whatsoever from the other by reason of the parties' nonmarital relationship,

39. Submission to Court: In the event of a separation or divorce, this Agreement shall be offered to the court for affirmation, ratification and incorporation into the appropriate court decree or order. Any complaints for separate maintenance, divorce, spousal support and any motions filed in such proceedings by the other party shall be subject to and governed by the terms of this Agreement; and the parties shall each request that the terms and conditions of this Agreement be incorporated, but not merged, into any decrees or orders in such proceedings, be they temporary or final.

40. Releases: In the event of separation or divorce pursuant to this Agreement, each party has released and discharged, and by this Agreement does for herself and himself, and her or his heirs, legal representatives, executors, administrators, personal representatives and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever in law or equity, whether by reason of living together prior to the marriage or otherwise from the other or division of assets that either of the parties has now or has against the other, except that either party may pursue, upon mature grounds, a

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divorce. The claims and rights waived, released and relinquished hereto shall include, but are not to be limited to:

- i. all community property, quasi-community property, quasi-marital rights, and/or the equitable distribution of property pursuant to Virginia Code; and
- ii. the right to a family allowance; and
- iii. the right to a probate homestead; and
- iv. the right to exempt property (including the right to have exempt property set aside); and
- v. the right to election or renunciation to take against the will of the other and the right to an elective share or augmented estate rights; and
- vi. the right to take dower or curtesy or any other statutory substitute now or hereafter provided under the laws of any state in which the Parties may be domiciled or in which they may own real property; and
- vii. the right to inherit property from the other by intestate succession; and
- viii. the right to take the survivor's share or statutory share of an omitted spouse; and
- ix. any right, title, claim, or interest in or to the property, income, or estate of the other by

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reason of the relationship between the Parties before the marriage; and

x. except as otherwise provided in this Agreement, the right to receive any survivor annuity or other death or retirement benefit under any pension, profit sharing, or other employee benefit plan under which the other Party was, is, or may become a participant; and

xi. the right to qualify and serve as executor, administrator, personal representative, guardian, or conservator of the other Party's real or personal estate or guardian of the person of the other Party, and the right to administer, control, or in any way interfere with, in a fiduciary capacity or otherwise, the other Party's estate.

xii. each party may voluntarily name the other as the beneficiary of any property in their possession in their respective valid Will or other valid testamentary instrument.

41. Conduct of the Parties Irrelevant and Inadmissible: The provisions stated above, including but not limited to mutual waivers of right and interests in and to any and all property of each other, are intended to be binding and effective regardless of the cause and reason for any action for dissolution of marriage and regardless of who may be at fault, and such conduct is agreed to be irrelevant and inadmissible in any court proceeding other than a proceeding exclusively regarding the custody and visitation of any children that may be born to the parties of their marriage and as it

relates to any bar to the Wife to receive the lump sum payments set forth in paragraph 15. Further, each party expressly waives the right to seek a divorce from the other on any grounds other than those based upon a mere separation from the other.

42. Confidentiality: Neither party shall share copies of this document, or any of the financial information contained herein, including but not limited to the financial disclosures and related documents attached to this Agreement, with any third party other than his or her lawyer and financial advisors unless compelled to do so by a court of competent jurisdiction.

43. Children: The parties understand that the provisions of this Agreement are in no respect intended to govern or affect the rights of any children born or adopted to them and that all usual parental duties with respect to any such child or children, including but not limited to matters of custody and child support, shall be governed by applicable law.

44. No Waiver: No waiver of a breach or default of any provision of this Agreement shall be deemed to constitute a waiver of any subsequent breach or default of any provision herein. The failure of either party at any time to insist upon the strict performance of any provision herein shall not be deemed a waiver of the right to insist upon strict performance of the same or any other provision at a later time.

45. Severability: If any provision of this Agreement shall for any reason become invalid or otherwise cannot be enforced, the remainder of this Agreement

shall remain in full force and effect, unless an injustice would otherwise result from the elimination of a provision that governs the core purposes of this Agreement.

46. Effect of Separation and Reconciliations: This Agreement, including all executory provisions, shall continue to be in full force and effect regardless of any subsequent separations and/or reconciliations between the Parties, unless an express intent to the contrary is evidenced in a notarized writing signed by both Parties.

47. Effective Date of Agreement: This Agreement shall become effective upon the parties' marriage. If the parties do not marry, this Agreement shall be void and of no further effect.

48. Governing Law: The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia, including its statutes of limitations, without regard to any otherwise applicable conflicts of law or choice of law provisions, and without regard to the location of any property that may be owned by either party and regardless of where the parties may be living.

49. Recitals and Definitions Incorporated: The Recitals and Definitions set forth above are incorporated by reference as substantive parts of this Agreement and shall be treated as such.

50. Construction: No provision of this Agreement shall be interpreted or construed against a party because that party or his or her legal representative drafted that provision. The titles and headings of the Paragraphs of this Agreement are for convenience of the reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise:

- (i) references to the plural include the singular, the singular the plural, and the part the whole;
- (ii) references to one gender include all genders;
- (iii) "or" has the inclusive meaning frequently identified with the phrase "and/or";
- (iv) "including" and "may include" have the inclusive meaning frequently identified with the phrase "including but not limited to" and "including without limitation";
- (v) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole;
- (vi) the terms "dollars" and "\$" refer to United States dollars; and
- (vii) Any reference herein to any person or entity shall be deemed to include the heirs, personal representatives, executors, administrators, estates, successors and permitted assigns of such person or entity.

**51. Furnishing Other Instruments to Effect Agreement:** Each party shall take any and all steps necessary to timely execute, acknowledge and deliver any and all further instruments and assurances to the other party that the other party reasonably requires to implement the provisions of this Agreement.

**52. Construction Concerning and Duty to Sign Instalment for Provision of Specific Waiver:** In the event that any general waiver of this Agreement would otherwise be a waiver of any right, claim or interest in what would be hereto be the Separate Property of a party but for a. lawful requirement that the waiver be specific to such right, claim or interest, the general waivers of this Agreement shall be deemed specific for such property. Further, the non-owning party shall be required upon demand by the other party to immediately execute such instruments as may be necessary to implement the requirements of a specific waiver hereto.

**53. Complete Agreement:** The parties intend this Agreement to set forth their understanding in its entirety. There is no intention on the part of the parties to leave any matter pertaining to any marital rights or resolution of such rights unresolved or reserved for determination in some manner unstated in this Agreement. There are no written or oral promises between them which they presently wish to exchange but have excluded from this contract. The parties are not relying upon any representations other than those expressly set forth herein. Except as otherwise expressly provided herein, no modification or waiver of any of the

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terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

54. Provisions Binding: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their agents, attorneys-in-fact, legal representatives, and successors-in-interest.

55. Multiple Originals: This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be the original.

56. Specific Performance: The parties acknowledge monetary damages would be inadequate as a means of enforcement of this Agreement and that complete relief can only be provided by specific performance of its terms and therefore upon the breach, or threatened breach, of this Agreement by either party, the other party may file for immediate relief in a court of competent jurisdiction to ask that this Agreement be ratified, affirmed and incorporated but not merged into an order of the court requiring both parties to specifically comply with all terms of this Agreement on penalty of contempt.

**[THE REST OF THIS PAGE IS LEFT  
INENTIONALLY BLANK]**

IN WITNESS, **JING LI** and **RING RAN** have  
BELOW signed this Premarital Agreement.

/s/ Jing Li  
**JING LI**

COMMONWEALTH OF VIRGINIA,  
[COUNTY]/CITY OF Fairfax, to-wit:

Before me, the undersigned Notary Public in and for the above-mentioned jurisdiction, appeared this day, **JING LI**, whose name is signed to the foregoing document, and acknowledged his signature thereto.

Subscribed and sworn to before me on this 20th day of June, 2016.

/s/ Charlene Perry  
Notary Public

My Commission Expires: 07/31/2016  
Notary ID: 7210438

/s/ Bing Ran  
**BING RAN**

COMMONWEALTH OF VIRGINIA,  
[COUNTY]/CITY OF Fairfax, to-wit:

Before me, the undersigned Notary Public in and for the above-mentioned jurisdiction, appeared this day, **BING RAN**, whose name is signed to the foregoing document, and acknowledged her signature thereto.

Subscribed and sworn to before me on this 20th day of June, 2016.

/s/ Charlene Perry  
Notary Public

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My Commission Expires: 07/31/2016  
Notary ID: 7210438

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Schedule A of Premarital Agreement

Bing Ran's Property List

1. Current and future Interests, benefits, contracts, task orders, options, stocks, 401 (k), bank and Investment accounts In Advanced Systems Technology and Management, Inc. (AdSTM);
2. Current and future interests, benefits, contracts, task orders options, stocks, bank and investment accounts In QI Tech LLC (QI Tech);
3. Current and future Interests, benefits, contracts, options, stocks, bank and investment accounts in Foredata Technology, Inc.;
4. The Bing Ran Living Trust;
5. House at 2330 Kelbrook Ct, Oviedo, FL 32765 (\$700,000);
6. House at 2369 Jawed PI, Dunn Loring, VA 22027 (\$1.5 millions);
7. Porsche Cayenne S;
8. BMW 750;
9. Money and investments in the following bank and investment institutes:

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- Fidelity investment

Breakage Account: Z69904007, \$8 millions

Breakage Account: X69636631, \$1.4 million

Breakage Account: X38220817, \$100,000

IRA Account: 138208906, \$150,000

IRA Account: 138211591, \$50,000

- Scottrade

Breakage Account: 68695369, \$1 million

- HSBC

Breakage Account: HMB-443897, \$500,000

Checking Account: 173795868, \$300,000

- M&T Bank

Checking Account: 173795868, \$300,000

- Hang Sang Bank

Checking/Investment Account: 572-032910,  
¥50,000

- China Industrial and Commercial Bank

Investment/Checking Account:  
6222020200086621204, ¥3 millions

Investment/Checking Account:  
6222020200015001103, ¥10,000

Investment/Checking Account:  
9558860200701850755, ¥10,000

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- China Merchants Bank (under Yu Ran, Bing's Sister)

Investment/Checking Account:  
6226090102782584, ¥10 millions

- Old Mutual Insurance

Account: 00042974, ¥1 millions

Schedule B of Premarital Agreement

Jing Li's Property List

1. Hand bags:

- Chanel 3, \$12,000
- Prada 1, \$3,000
- Gucci 1, \$5,000
- Valentino 1, \$4,000

2. Jewelries:

- Cartier diamond bracelet 1, \$19,000
- Tiffany ear ring 1, \$4,000
- Chanel watch 1, \$8,000
- Chanel ear ring 1, \$5,000
- Cartier ring 1, \$5,000
- Elle Taharl ring 1, \$4,000
- Elie Taharl neck bracelet 1, \$9,000

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No. 21-331

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IN THE  
SUPREME COURT OF THE UNITED STATES

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ALICE GUAN (YUE GUAN),

Applicant,

v.

Bing Ran

Respondent.

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On Petition for Writ of Certiorari  
to the Supreme Court of Virginia

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EXHIBIT C

For the

Petition for Rehearing

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Alice Guan, or Yue Guan, pro se  
#286

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Reston, VA 20190

617-304-9279

AliceGuan2021@gmail.com

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**MARK S. ZAID, P.C.**  
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November 16, 2018

VIA E-MAIL

Daniel Payne  
Director  
Defense Security Service  
27130 Telegraph Road  
Quantico, Virginia 22314-2253

Re: AdSTM – CAGE Code 1NU65

Dear Director Payne:

This constitutes the appeal of my client Advanced  
Systems Technology and Management, Inc. (“AdSTM”)

of the revocation of its TOP SECRET Facility Clearance (“FCL”) per the letter dated November 9, 2018, of Gus E. Greene, Sr., Director, Industrial Field Operations, Defense Security Service (“DSS”) (“Decision Letter”). As this appeal is being submitted within ten calendar days of the DSS Decision Letter it should be considered timely.

Respectfully, AdSTM requests that its revocation status be removed while this appeal is under consideration. Additionally, while we acknowledge and appreciate that DSS granted a Limited FCL solely for the purpose of performing on the Air Force contract #FA8650-15-F-4069 until December 31, 2018, we also request that we be permitted to perform as a subcontractor to Qi Tech, LLC under our Dahlgren contract (Prime Contract #N00178-11-D-6657-0002) (Subcontract #DAHL-S-001) which is also a classified contract.

Frankly, the history surrounding AdSTM’s FCL has been incredibly frustrating and overly complicated. Every effort has been made from the outset to meet DSS’ concerns and expectations, notwithstanding the fact that ascertaining what was required to do so was never forthcoming. Ensuring AdSTM’s compliance with NISPOM and legitimate security concerns was, and presumably should have been, a mutual interest possessed by my client, DSS and the Government customers. That we were regularly left guessing how best to proceed was, in our opinion, a most inefficient use of time and resources, especially given how long this entire process has taken.

I have handled numerous FCL cases for a variety of defense contractors of differing sizes and never before have I experienced the problems associated with this matter. Of significant concern were the perceived excessive requirements imposed by the DSS Field Office on the majority owner of the company at levels I have not encountered in any prior cases.

That said, for purposes of this appeal we shall not dwell on the concerns we hold as to the process that transpired but will focus on providing you with relevant supporting facts and considerations to justify the recession of the Decision Letter as being within the interests of national security, as well as a reflection of simple fairness. At a later date I would relish the opportunity, as I have offered on numerous occasions already, to sit down with the appropriate DSS officials and discuss the events underlying this case with the hope of strengthening the FCL process.

Relevant Factual Chronology<sup>1</sup>

DSS previously invalidated AdSTM's FCL on August 14, 2014. Revocation was proposed on October 9, 2014. These actions were based on the failure of the majority owner Dr. Bing Ran ("Dr. Ran") to hold a personal security clearance ("PCL"). DSS' concerns were addressed through the execution by the company's

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<sup>1</sup> All correspondence, whether e-mail or letter, noted in the chronology is in the possession of DSS but AdSTM is willing to provide a binder of all documents upon request if that would be of assistance.

CEO Gary Bell (“Mr. Bell”) of a Temporary Exclusionary Resolution on January 21, 2015, that quarantined Dr. Ran from any day-to-day operations or classified matters. As a result, DSS revalidated AdSTM’s FCL on March 18, 2015.

On April 27, 2018, the undersigned verbally notified DSS (followed by written notification on April 30, 2018), that the Defense Office of Hearings and Appeals had denied Dr. Ran his PCL on April 18, 2018, which we learned of on April 25, 2018. AdSTM requested a meeting with DSS so we could discuss how best to ensure that the company could retain its FCL.

By e-mail dated May 8, 2018, DSS notified AdSTM that it was concerned: Dr. Ran remains a (1) majority owner, (2) has the ability to influence the affairs of the organization to the degree that he can influence the overall company; and (3) has a continuous physical presence at the company and the fact that he holds the titles of Treasurer, Secretary and Director. By letter dated May 16, 2018, I requested to “schedule the conference call we discussed while I was away to ascertain and better understand DSS’ formal concerns and how best DSS views we can resolve them.”

Although never receiving clear guidance, and based on prior examples of sufficient mitigation, by letter dated May 21, 2018, AdSTM submitted a proposed mitigation plan that set forth the following:

- First, the terms of the Temporary Exclusion Resolution shall cease being temporary and continue in effect until such time as Dr. Ran

obtains a favorable security determination. He will be excluded from participating in the day-to-day management affairs of the corporation as it pertains to classified matters and shall not supersede the authority of or influence the decisions of the Senior Management Official, who in this case is the CEO. Moreover, of course, if DSS finds that the terms of the Exclusion Resolution have been violated, it may invalidate or terminate the facility clearance of the corporation.

- Second, although AdSTM's Board of Directors is composed of two members, Dr. Ran is currently not permitted to make decisions concerning the CEO or other executives absent the approval of the other Board member, who maintains a valid security clearance. AdSTM's Board plans to instruct its corporate attorney to amend the By-Laws, to mitigate and constrain Dr. Ran's potential unilateral decision-making ability, notwithstanding he is a 51% stock owner of the Company. The following By-Law sections will be amended:
  - *Article II, Section 7, Quorum.* This section will be amended to ensure that Dr. Ran is not able to unilaterally decide the outcome of issues during shareholders' meeting. The revised language would prohibit the presence of only one shareholder as constituting a quorum at the meeting;
  - *Article II, Section 11, Written Consent of Stockholders Without a Meeting.* The current section would be deleted in its

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entirety. A new section would reflect that such written consent would require the signature of all shareholders; and,

- *Article IV, Section 9, Secretary and Section 10, Treasurer.* The language will be amended to state that the Secretary and Treasurer can only conduct corporate business under direction from the CEO and Board of Directors and that the positions do not hold any unilateral decision-making authority.
- AdSTM would plan to amend the By-Laws and submit them to DSS within 30 days from DSS' approval of this mitigation plan.
- Third, AdSTM will establish an external Oversight Committee (to be called "Advisory Committee" in order to comply with Virginia's Corporate Code) to oversee its Board of Director's actions/decisions and ensure that Dr. Ran cannot improperly influence the company. Prior to carrying out any actions/decisions, the Board will refer these matters to the Oversight Committee whose duties shall include:
  - To evaluate if such actions/decisions involve solely unclassified business matters and if Dr. Ran applied any improper influence on the overall company operations;
  - To evaluate if such actions/decisions have been properly issued by the Board and were voted upon in accordance with the company's By-Laws; and,

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- To evaluate whether any employment decision relating to the CEO (hiring, termination, or adjustment in compensation) in any manner involves classified material in the possession, custody or control of the CEO.
- If the Oversight Committee determines that Dr. Ran is seeking to take steps that would violate the terms of the approved Exclusionary Resolution, then it will be authorized to provide a written report to AdSTM's CEO and Facility Security Officer ("FSO"). Of course, pursuant to the FSO's responsibilities under the NISPOM he would then be required to report the matter to DSS for any action.
- AdSTM would establish the Oversight Committee within 30 days from DSS' approval of this mitigation plan.
- Fourth and finally, every six months AdSTM will notify all employees of the limitations that exist upon Dr. Ran in light of the Exclusion Resolution. Furthermore, all new employees will also be made aware of the situation at the time of their hiring. Dr. Ran's presence on the premises is not a security concern so long as he complies with the Exclusion Resolution.

We concluded our proposed mitigation plan by once again reiterating that we remain open to further suggestions DSS may have in order to ensure all concerns are mitigated or eliminated so as to allow continuation of AdSTM's facility clearance.

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By letter dated May 25, 2018, DSS rejected the proposed mitigation plan but unfortunately provided no alternative or guidance as to why.

In order to further address DSS' concerns, although we still lacked sufficient specific guidance as to how best to do so, by letter dated June 1, 2018, I notified DSS that:

Mr. Ran is also willing to step down as AdSTM Treasurer. We would be happy to explore other meaningful steps that can be taken if DSS would simply explain its position. Obviously the company does need to comply with Virginia law but our paramount concern is to arrive at an accommodation with DSS and we will strive to do so.

Therefore, again, if our mitigation plan still does not reach DSS' level of satisfaction, I reiterate our request to meet with the appropriate DSS representatives at your convenience and we can professionally discuss what needs to be done.

During a June 18, 2018, conference call between AdSTM and DSS, despite our repeated requests, DSS still declined to provide us with any specific guidance as to how or what would correct any perceived concerns regarding Dr. Ran's role in the company. Instead, we were informed that DSS now had concerns of (1) "indirect" influence, a description/definition of which was not provided, (2) that Dr. Ran has an office at the company's headquarters, and (3) that Dr. Ran remains a 51% owner (although DSS seemed to have appropriately

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conceded that ownership alone does not qualify as a security concern).

AdSTM was contacted on July 12, 2018, by Paul Busenberg, Sr. Industrial Security Rep., DSS, "to discuss the status of the FCL for AdSTM." In acknowledging that request, by letter dated July 12, 2018, we continued to press upon DSS our interest in meeting whatever concerns it might have and once again solicited specificity as to how we could do so:

I will reiterate once again that AdSTM remains willing to take any reasonable steps that would address legitimate DSS security concerns regarding the classified operations of the company, but that will require specific clarification from DSS as to what it expects would suffice. With all due respect, we are not prepared to simply guess at what might work and hope for the best.

Without advance notice of what was impending, and quite surprisingly given the communications to date, on July 16, 2018, DSS invalidated AdSTM's FCL. In an effort to save the company, AdSTM responded the same day via e-mail that:

In order to continue to address DSS' concerns, effective immediately Mr. Ran is vacating his office and will no longer have any personal presence at the company headquarters. He is also effective immediately resigning as Treasurer.

We are preparing to take additional steps regarding Mr. Ran's position with the Board of

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Directors but before we take formal steps that will have significant consequences on the company and would be difficult to reverse, we need assurances from DSS that these acts will be sufficient.

Katharine Kolwicz, Herndon 2 Field Office Chief, DSS, e-mailed the undersigned in response:

It sounds like you and the company are moving quickly to mitigate the issues.

What I would recommend at this point is for you to provide an outline to us on those steps the company is thinking about taking and one day next week, we can have a teleconference with Paul, myself and our Regional Director to discuss further.

In order to directly address the stated reasons for invalidation, on July 18, 2018, AdSTM notified DSS that:

- (1) Mr. Ran has moved out of his HQ office and will not maintain a regular presence;
- (2) Mr. Ran will resign from his position on the Board of Directors no later than 30 days following DSS' acceptance of this proposal, and an election for Mr. Ran's replacement on the Board will be held shortly after Mr. Ran's resignation; and,
- (3) Mr. Ran has resigned from his position as Treasurer and he will resign within 30 days of acceptance of our proposal from being Secretary as well.

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Ms. Kolwicz contacted the undersigned on July 24, 2018, to state DSS “would like to conduct a teleconference with you and your team tomorrow at 1300 to discuss the proposed plan you submitted. We have a couple of brief questions but I will say the plan is something we can work with.” Following the conference call on July 25, 2018, Ms. Kolwicz e-mailed the following positive response:

Per our discussion, as you prepare the formal plan, please ensure you clearly define Mr. Ran’s roles, responsibilities and accesses within the company.

Additionally, we will be looking for the meeting minutes as we discussed.

If the plan is acceptable (another words we agree with the outlined roles, responsibilities and accesses) in addition to all of the steps you outlined below,

we will look at conducting an on-site once the plan is totally executed for validation purposes.

After that and if it all goes well, I will recommend revalidation and that process goes through HQ.

Please understand, we will try to conduct the on-site as quickly as possible but it still could take several days to coordinate and the HQ process could also take several days.

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You have my commitment though that we will do the best we can and we are here to answer any additional questions you may have.

On July 27, 2018, the undersigned e-mailed Ms. Kolwicz:

- (1) Dr. Ran's resignation letter from his position on the Board of Directors;
- (2) Dr. Ran's resignation letter from his positions of secretary and treasurer; and,
- (3) AdSTM Board minutes accepting his resignations.

It was also noted at as far as Dr. Ran going to his office, "he has no intention of visiting the office on any type of regular basis, if at all." Ms. Kolwicz responded "[p]lease submit the formal plan as we discussed that will outline all of Mr. Ran's roles and responsibilities, to include what his presence will be at the company."

As requested, AdSTM responded by letter dated July 29, 2018:

Per my e-mail to you of July 27, 2018, I notified DSS that Bing Ran had resigned his officer, as well as Board of Trustee, positions with AdSTM. The proper documentation effecting these changes was also attached. Therefore, as of July 26, 2018, Mr. Ran is simply a majority owner/shareholder of the company and DSS has previously confirmed that majority ownership standing alone does not raise security concerns.

Given Mr. Ran's recent actions, he no longer has any role or responsibilities with the company beyond that legally permitted as majority owner/shareholder. Nor does he have any presence at the physical location.

On the following day, July 30, 2018, Ms. Kolwicz inquired:

The documentation states he has no physical presence. Please include in the formal documentation how often he will visit the facility and what will his accesses be to include computer access? Also, how and what were the employees told about Mr. Ran's new roles and responsibilities?

The undersigned responded to DSS the same day by letter:

- It is my understanding that Mr. Ran has no immediate plans to visit the office, nor will he likely do so more than twice per month. At times he uses the conference room for legal matters pertaining to his ex-wife, who remains a minority owner of the company;
- Mr. Ran has no access to the company's computers; and,
- AdSTM's headquarter employees were informed personally that Mr. Ran would no longer be in his office or involved with any corporate duties. Those employees located offsite, which is where the classified work is conducted, were not notified as

most of them do not even know who Mr. Ran is, nor would any of them have had interaction with him given the Temporary Exclusion that was in place.

On July 31, 2018, AdSTM's CEO certified in writing to DSS that the company "will comply with the guidance outlined in the proposal to our DSS representatives on 29 July 2018 and our counsel's letter of 30 July. If the situation outlined in our proposal changes, I will notify our FSO immediately for appropriate reporting to DSS."

Randall Stacy, DSS Acting Field Chief, conducted an inspection of AdSTM on August 1, 2018, and August 7, 2018, and that prompted the undersigned to write DSS by letter dated August 20, 2018:

I understand from your Field Office that Headquarters is now considering what to do regarding my above referenced client's Facility Clearance. Respectfully, we have done everything asked of us yet are now weeks beyond the timing we were led to believe would favorably resolve this situation.

I also understand that your Field Office representatives conveyed concerns arising from a recent inspection. Notably, that (1) Bing Rang's AdSTM e-mail accounts were being forwarded to his personal e-mail account and that (2) Mr. Ran was listed as a "Superuser," or essentially an administrator, for all accounts.

With respect to (1) that modification was made by one individual who did so on his own

and at the time Mr. Ran's AdSTM e-mail account was terminated. Mr. Ran had absolutely no knowledge this occurred. As soon as it was discovered, the transfer protocol was deactivated. It never should have happened in the first place and nothing came of it.

Until the inspection, no one – including Mr. Ran – was even aware that he was (2) listed as a “Superuser” in the system. He never utilized whatever authorities being an administrator would have conveyed upon him, and he was removed from the system immediately once this was learned.

Over several weeks, repeated attempts at communication and requests from AdSTM to numerous DSS officials in order to substantively discuss the case or at least to expedite the decision-making process produced no results.

On September 21, 2018, John Massey, Assistant Deputy Director, Operations Industrial Security Field Operations, DSS, finally acknowledged via e-mail that “[m]y staff will be meeting this afternoon to make our final determination on the facility clearance (FCL). Barring any unforeseen events, we anticipate this decision to be communicated to the facility next week.” When that self-imposed deadline came and went, the undersigned notified Mr. Massey on October 1, 2018, that:

We still await to hear from DSS, and we are now hearing rumours [sic] that DSS suspects Dr. Ran continues to run the company.

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I will reiterate and update what we continually have stated, which is that we have taken every step required of us (which is above and beyond what other clients of mine have been instructed to do). Additionally, please note:

- 1) Dr. Ran has not been at the AdSTM office since July 16, 2018;
- 2) Dr. Ran's e-mail address and network access were immediately terminated after the initial mistake by AdSTM's IT person was discovered; and,
- 3) Dr. Ran resigned from the Board of Directors and all officer positions and is not involved in anything related to running the company.

To further support AdSTM's position, on October 2, 2018, Mr. Massey was e-mailed four sworn declarations from AdSTM senior staff/management substantiating what the undersigned notified DSS of the day before.

On October 15, 2018, nearly one month after DSS had indicated a decision would have been rendered, Mr. Massey e-mailed the undersigned:

Right now we are waiting to hear back from the Air Force on our proposed way forward. They have asked us to give them until October 26 to respond. As the action is now with them, I recommend you and your team consider reaching out to them to see if they are able to provide DSS with a response sooner than the 26th.

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Repeated efforts by the undersigned to engage the Air Force were unsuccessful.

By e-mail on October 26, 2018, the undersigned notified Mr. Massey that Dr. Ran “has submitted a LOI [Letter of Intent] to sell off his shares of stock of the company.” We also invited DSS to re-inspect the company.

AdSTM’s FSO followed up on October 30, 2018, with new information in the hope this would finally satisfy DSS’ concerns:

Our earlier message on 30 October stated that Mr. Ran and AdSTM management were working towards an outright purchase of the company by a qualified buyer with the required clearance levels for the company’s FCL. While this effort is continuing, AdSTM is pursuing a more immediate action to resolve the original cause for the invalidation notice.

This action is the establishment of an irrevocable Trust whereby Mr. Ran’s interests would be held by a third party. This trust will be designed to remove him completely from any interaction with company operations and transfer his interests to an entity acceptable to DSS.

When the Agreement is submitted later this week, we request your review of the document and an assessment of whether this arrangement may adequately address the existing issues prior to any official guidance or direction from your office. We are providing this advance notice to you as we recognize the urgency of

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the situation and are committed to quickly resolving the underlying issues. We request a response to this e-mail within the next 48 hours with any guidance for trust arrangements to support finalization of the documents needed to complete establishment of the trust. We will also provide copies of the Agreement to the director as needed to facilitate DSS' assessment due to time and urgency constraints.

Another message was sent to DSS by AdSTM's FSO on November 6, 2018:

We stated that we have replaced the person who had been responsible for AdSTM's IT operation's in light of the inadvertent forwarding of Mr. Ran's e-mails after his departure. The attached file from the replacement IT specialist. provides his initial outline for upgrading and update AdSTM IT procedures as well as our servers and other IT systems to ensure improved operational security.

An Irrevocable Trust executed by Dr. Ran was submitted by AdSTM to DSS on November 9, 2018. Shortly after this occurred, AdSTM received the Decision Letter that afternoon revoking its FCL.

### Response to the Decision Letter

AdSTM can and has demonstrated that it can effectively exclude Dr. Ran from the operations and management of the company. The listed facts and concerns identified on pages 2-3 of the Decision Letter have been

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specifically addressed in the attached sworn declarations of Dr. Ran (Exhibit “1”), CEO Bell (Exhibit “2”), Vice President, Corporate Controller, Jen Kim (“Exhibit “3”) and President of Qi Tech Shangwu Qi (Exhibit “4”).

Respectfully, as the sworn declarations make clear, DSS has erroneously extrapolated various perceived facts that are simply inaccurate. Every step of the way AdSTM has attempted to meet, and indeed exceed, DSS’ requests to ensure the company could continue to support various U.S. Government agencies’ national security efforts. It would be devastating to see misunderstandings and technical mistakes destroy the excellent work AdSTM has been undertaking for more than two decades.

Based on DSS’ own admissions, AdSTM’s proposals had finally satisfied its security concerns until the August 2018 inspections introduced the misperceptions regarding Dr. Ran’s computer access and present role. We submit that the four sworn declarations can reasonably be construed and accepted as having sufficiently explained and addressed what transpired and remove any further doubt from DSS as to AdSTM’s ability to comply with all NISPOM obligations:

In summary:

1. Dr. Ran has resigned from AdSTM’s Board of Directors as well as the Officer positions
2. Dr. Ran has never returned to the office since July 16, 2018;

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3. Dr. Ran has no access to AdSTM's facilities or computers, and has not received any company e-mails since August 6, 2018;
4. Dr. Ran has absolutely no operational role in the day-to-day functions of the company;
5. All AdSTM employees have been notified about Dr. Ran's resignation and his status with the company;
6. Dr. Ran has executed an Irrevocable Trust that further ensures he is excluded from company operations. Notwithstanding, remaining as a majority owner for now he has transferred all control rights associated with ownership of the shares (voting for the Board of Directors, etc.) to a trustee who is a cleared individual; and.
7. Dr. Ran continues to pursue the outright sale of his interests in the company.

Director Payne, AdSTM will do whatever it takes to save its company and comply with DSS requirements. It is our hope you will not agree that the concerns that led to the Decision Letter have been sufficiently addressed and fully mitigated so that immediate reinstatement of AdSTM's FCL is appropriate.

If you require any additional information or have any questions, please do not hesitate to contact me via e-mail or on my cell at (202) 498-0011.

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Your consideration and timely attention to this appeal is greatly appreciated.

Sincerely,

/s/ Mark S. Zaid  
Mark S. Zaid

cc: Jay Frank (via e-mail)  
General Counsel, DSS  
Gary Bell (via e-mail)  
AdSTM, CEO

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No. 21-331

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IN THE  
SUPREME COURT OF THE UNITED STATES

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ALICE GUAN (YUE GUAN),

Applicant,

v.

Bing Ran

Respondent.

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On Petition for Writ of Certiorari  
to the Supreme Court of Virginia

---

EXHIBIT D

For the

Petition for Rehearing

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[LOGO]Central  
Florida  
Psychiatric  
Associates

**Scott D. Farmer, M.D.**

Board Certified in General,  
Adolescent and Forensic Psychiatry

Certificate in Convulsive Therapy

Certificate in Transcranial Magnetic  
Stimulation

10/4/17

Re: Alice Guan

DOB: 1/10/63

This document is prepared as an interval summary of care provided to Ms. Guan beginning 5/23/16. Psychiatric care by Dr. Farmer followed counseling provided by Ana Reid, LMHC, which began 3/30/16 and ultimately established a database consistent with Post-traumatic Stress Disorder (309.81). Psychiatric care had been initiated in late March by Sardar Aziz, M.D., psychiatrist. Dr. Aziz started Ms. Guan on Lexapro which she took for 2 weeks and was then stopped. Then a trial of Pristiq 50 mg daily and Lorazepam 0.5 mg was provided in an attempt to relieve her distress and generalized anxiety symptoms which were occasionally so severe as to meet criteria for Panic Disorder (300.01).

The event that precipitated her severe distress was the overhearing of sidewalk discussion of neighbors passing by her property that the HOA had decided to take her to court to compel her conformity with their landscape form and planting components. Subsequently, with serving of Ms. Guan with notice of a civil lawsuit

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filed by her Homeowner's Association on February 25, 2016, her dread of legal action was a reality. She was named as the Respondent in a suit striving to compel her to restore her landscaping to its original dimensions. She had made modifications to her landscaping to permit drainage of the severely inadequate contour of the site upon which her home was built. The nearly continuous presence of standing water on her property killed her grass and other landscape plantings. The marsh-like standing water yielded an unhealthy environment provoking allergic symptoms in Ms. Guan; upper respiratory congestion, recurrent rhinorrhea, sore throat, coughing and sneezing, recurring external ear infections with pain and drainage, and red, raised blotchy skin rash. The interior of her home was continuously humid. This unhealthy condition compelled her to invest in dehumidifiers, ultimately requiring five units to adequately control the accumulation of humidity in her home.

She installed French tiles (underground plastic conduits) to accelerate the drainage of water from the lot underlying and surrounding her home. She changed the designated perennial plantings and shrubbery species from those originally installed in the landscape. Those original species failed to survive the constant standing water. While the French tiles did help somewhat, she reports that the species she selected were chosen for their tolerance for the standing water that remained for 5 to 10 days following any significant rainfall. In the process of installing the French tiles she removed the dead sod and discovered sheets of

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plywood, cardboard, concrete slag and bricks underlying the sod. This building site debris is evidence of unprofessional site preparation prior to installation of the landscape. It was a source of alarm to Ms. Guan whose professional skill set includes exacting analyses of processes; design, construction and operation of natural gas, coal, and nuclear power plants among other essential infrastructure. She is acutely aware of the implications for operational failure when design and construction deviates from the vision and commitment to original goals of a project. She recognized the presence of debris on her site indicated a rushed job with egregious disregard for the durable performance of the landscape. She made her concerns known to the Homeowner's Association which was at that time still staffed by Board Members exclusively drawn from the employees of Meritage, the construction firm which had been the general contractor for the development. She entered into a discovery-like phase of mediation in which she shared her grievances and sought remedy in a good faith expectation. Meritage controlled HOA did not participate in this process in a good faith manner.

This failure of Meritage controlled HOA to respond in a genuine fashion, acknowledge the faulty performance of construction processes by subcontractors and take steps to remedy the defective product led Ms. Guan to experience extreme anxiety. She recognized the anxiety to be of an intensity she had experienced during the deteriorating phase of her marriage when her then husband exercised controlling dismissive disregard for her sensibilities and dignity.

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Ms. Guan had conformed to the contractually stipulated obligation to participate in mediation. The process of mediation was stalled but Ms. Guan believed there was hope that when the developer transitioned out of the HOA, she would receive a more engaged and responsive process when her neighbors replaced the developer's employees as Board Members.

To her dismay, when homeowners assumed the Board Member positions, rather than reviewing the data and formulating a supportive mediation stance, the HOA declared an impasse. This precipitous closure of mediation was declared before any substantive compromise addressed the unlivable conditions caused by the water runoff failure. The surveyor contracted by Ms. Guan to survey her property, noted the landmarks employed by the contractor to determine the location of her slab was 1'11" (23") too low. This compelling piece of information was not given an opportunity to be presented. Ms. Guan felt helpless and hopeless. She despaired and felt confused by the failure of the HOA to participate in the stipulated exchange of facts required. She felt her side was never given a proper hearing. She was not given an opportunity to show the opposing party the photos of the standing water, dead sod, dead vegetation, the plywood, cardboard and concrete debris that was underlying her sod and the receipts from her doctor visits and urgent care visits.

Ms. Guan was forced to consider the possibility of being required to restore the landscape to its original configuration and resume life with the mold related health problems. She forecast the medical conditions would,

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over time, worsen and she would develop chronic allergic complications of upper respiratory ailments, skin rashes and hearing problems.

She considered this a potentially life threatening condition. Ms. Guan began to experience extreme anxiety, with panic level intensity; rapid heart rate, palpitations, shortness of breath, chest pain, dizziness, pins and needles feelings in her legs and face, fear of loss of control, fear of death. These symptoms when followed by a month or more of dread of a subsequent episode constitute Panic Disorder (300.01). She meets criteria for this condition.

Additionally, throughout each day following the service of notice of suit, she had an urgency and restlessness that was accompanied by fatigue, irritability and musculoskeletal pain and stiffness. Ms. Guan's sleep was delayed in onset and inconsistent. These symptoms are diagnostic of Generalized Anxiety Disorder (300.02). Her symptoms meet the full criteria for this diagnosis.

This sharp ramp up in the intensity of these symptoms was temporally related to the service of the notice of civil suit. These symptoms according to Ms. Guan reflected her dread that the status of her property would be forcibly returned to the original landscape contours existing prior to the modification of berms, swales and installation of french tiles that allowed for the marginally improved drainage. Ms. Guan was compelled to forecast that those changes, back to the original status, would overwhelm the other lifestyle adjustments that she had adopted in an incremental way; the

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dehumidification, the removal of the debris from her property landscape that obstructed percolation drainage on her lawn and other landscape features. She anticipated progressive erosion of her general health and viewed the HOA's premature announcement of impasse as a betrayal of the stipulated obligation of both parties to a dispute to engage the mediation process.

Ms. Guan experienced a shift in her perception of her neighborhood from one populated by friends and like minded compatriots to one in which she was a marked pariah, misunderstood by the HOA Board Members and vilified by them to the community at large. She came to that perceptual shift by way of a series of interactions with neighbors who had previously been warm and compassionate regarding the ardor of her efforts to modify her property to correct for the improper site preparation and its drainage properties. She perceived a progressive detachment by neighbors. This change in community inclusion led to a dear sense of isolation and shunning of Ms. Guan.

The HOA law suit aggravated her feelings of abuse that she had known as a result of the treatment she received from her then husband. His dismissive behavior ramped up to violence and battery. Ms. Guan anticipated a similar amplification of hostility by the Meritage controlled HOA that triggered panic attacks and depressive despair. Her home no longer was a comforting place. She felt that her home was now a battle ground, a place where she experiences the suffering from distress and physical pain. She felt that the Meritage controlled HOA was punishing her for her

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disclosing their defective building practices which resulted in the flooding and drainage deficiencies.

Ultimately, Ms. Guan was referred to treatment for Posttraumatic Stress Disorder employing Eye Motion Desensitization and Reprocessing (EMDR), as well as, pharmacotherapy. This pharmacotherapy includes a standard inclusion in aggressive treatment of PTSD, Prazosin to address the trauma caused nightmares that erode sleep and further compound depressive disability by depriving patients of restorative sleep.

If I can be of any further assistance in clarifying the scope and nature of the emotional impact of the Merit-age Homeowner's Association civil action versus Ms. Guan, please contact her and request a new HIPAA Compliant Release of Protected Personal Healthcare Information.

/s/ Scott D. Farmer, M.D.  
Scott D. Farmer, M.D.

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