Eugene Strulyov
18350 Hatteras St.#138
Tarzana,CA 91356
Tel: (818) 306-7030
Email: eugene.strulyov@gmail.com
In Pro Per

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

In re Manage of:	) Case Number: **19FL001660**
	)
EKATERINA STRULYOV,	) **Respondent's Closing Argument Statement**
Petitioner,	)
	)
And	)
	) Judge: Hon. Brooke A. Blecher
EUGENE STRULYOV,	) Dept: 72
Respondent.	) Trial: 02/27/2024
	)
______________________________	)

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Introduction

Here is the big picture of this case: Ekaterina abused me for the 8 years of our marriage and continues to do so after the divorce, with the full support of Family Court. She has used the court to drive me to near-bankruptcy (I am nearly $100,000 in debt) and deprived me of my own daughter. Family Court continues to indulge Ekaterina in her efforts.

As pertains to the matter that was remanded on appeal, my arguments remained unchanged ever since I filed my 07/06/2021 responsive declaration opposing Ekaterina's March 8 RFO:

1. Ekaterina was already paid full cash value of Google stocks in 2019 when we initially divided community assets[1].
2. Ekaterina had already received more than half of community property in 2019. Family Court's 04/08/2022 order exacerbated unequal division in Ekaterina's favor.

Nothing Ekaterina presented on remand changes these facts. Of course Family Court already knows that. This is clearly evidenced by the fact that before the March 8 2022 trial began, Family Court offered a tentative ruling: it agreed with Ekaterina on set-aside of Stipulation but sided with me on all other issues, including "omitted assets". This was the worst "deal" that was legally permissible:

1. It saddled me with an additional $1010/month liability by obligating me to pay for private school, in addition to child support and extracurricular costs that I was already paying.
2. It rewarded Ekaterina for her underhanded conduct when she induced me to sign Stipulation by misrepresenting her income.
3. It dismissed only those of Ekaterina's claims that were completely baseless and unsupported by evidence.
4. It did not punish Ekaterina in any way for litigating claims that she knew were false and wasting thousands of dollars in attorney fees.

This "deal" was ultimately not accepted, so Family Court decided to make it even worse – by ignoring evidence and abusing its authority. As the Court of Appeal wrote:

"Eugene's exhibits to his declaration opposing Katia's motion for determination and division of the Google stocks support his contention that the full value of both Schwab accounts was included in the numbers from which Katia and Eugene determined the total value of the community property."

" [Trial Court] did not address Eugene's argument that, under sections 2550 and 2556, good cause (based on an unequal division of other assets) supported a finding that the Google stocks should not be divided equally."

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[1] After evaluating Ekaterina's counterargument, which she finally disclosed in her trial brief filed on 01/24/2024, I can revise this statement: Ekaterina was overpaid.

“A trial court’s failure to exercise discretion is itself an abuse of discretion.” (In re Marriage of Gray (2007) 155 Cal.App.4th 504, 515.) We decide that, on the facts here, the trial court abused its discretion in failing to decide this issue.”

(Exhibit L, p21)

I made exact same arguments in my Motion for New Trial, filed on 04/29/2022[2]. Family Court refused to hear it and ruled that it was “*not timely submitted to Court*”, even though it was as a matter of law. This refusal left me no choice but to appeal.

Thus, on remand I have an impossible task: how can I “convince” Family Court of something that it already knew the first time this matter was heard? Indeed Family Court already tipped its hand in this matter:

1. It rushed me through questioning of Ekaterina and did not permit me to ask many important questions.
2. It acted as Ekaterina’s attorney and argued on her behalf.
3. Most astonishing of all, it allowed Ekaterina to relitigate issues which she already lost in the original trial.

As mentioned above, one of the reasons for why GOOG stocks should be returned to me is the fact that Ekaterina had already received more than half of community property in 2019 when the parties initially divided community assets. Is Family Court planning to “fix” this issue by reversing its prior findings?

Ekaterina’s attempt to relitigate lost issues must be dismissed

In an effort to deflect from the issue at hand, Ekaterina decided to relitigate issues which she already lost, namely (1) my condo, which Ekaterina unsuccessfully tried to steal, and (2) my sale of community property stocks and using some of the proceeds to pay down the condo mortgage. As Ekaterina likes to say, these issues are Res Judicata. They were already decided against her. Neither party appealed these issues and they have nothing to do with the issue that was remanded. The court’s prior findings must stand. Nevertheless, the fact that Family Court allowed Ekaterina to testify about these issues on remand compels me to respond to her claims.

Family Court argued on Ekaterina’s behalf that I “*opened the door today with the issue of the car values*” and that I am to blame for this relitigation. However, I am not asking the court to redivide the car. The Requested Orders section of my trial brief says absolutely nothing about the car. I also made this point very clear at the trial itself. My request for Statement of Decision asks the court the following questions:

[2] Family Court actually “filed it” on 05/20/2022

- Which party received more than half of community property in 2019 when the assets were initially divided?
- What percentage of community assets by dollar value did Ekaterina receive in the initial property division?

This requires knowledge of how much community property vehicles were worth. Family Court already ruled that the portion of the condo valuation attributable to community property is zero. It also already ruled that my sale of community stocks and using some of the proceeds to pay down the condo mortgage is not a breach of fiduciary duty. There was no finding about the values of community vehicles.

Ekaterina's name was added to the title of my condo under duress

If Family Court even entertains Ekaterina's attempt to relitigate lost issues, then I demand a ruling on my claim of duress. As already described in my 07/06/2021 responsive declaration, and argued at the March 8-9 2022 trial, Ekaterina forced me to add her name to the title of my condo by, among other things, threatening divorce, and subjecting me to all kinds of other abuse. I owned that condo long before I met Ekaterina. For the entire duration of our marriage that condo was a rental property, generating profit.

Ekaterina's strategy throughout this whole litigation can only be described as gaslighting and projection: she accuses me of the very things she is guilty of. To this end, she accused me of duress because as part of divorce settlement she agreed to reassign the condo title back to me. Family Court already rejected Ekaterina's claim of duress:

"Eugene did not exert duress, fraud, and undue influence on Katia related to her signing over the community property family residence in Tarzana, CA."

(Statement of Decision, 03/28/2022)

However, Family Court completely ignored my claim of duress, writing only that *"the parties came to a meeting of the minds to add Katia to title"*. That sure is an interesting way of putting it. Existing precedent mandates a presumption of undue influence when one party benefits financially at the expense of the other. For example, Marriage of Burkle, Cal.App.4th and Marriage of Matthews (2005) 133 Cal.App.4th – the two cases that Family Court itself cited. Here Ekaterina unquestionably benefitted at my expense by getting her name added to the title of my rental property, which I owned long before marriage. And yet Family Court ignored this glaring issue.

To reiterate: I **never** wanted to add Ekaterina's name to the title of my condo and it is a travesty that she managed to force her way. My views are expressed very clearly in my "divorce

settlement proposal" email (Exhibit A). I will add that if genders were reversed in this situation (i.e. if Ekaterina had owned a rental property before marriage but my name somehow ended up on the title) Family Court would not hesitate to make a finding of duress in her favor. That transaction would be ruled invalid on this basis alone, with no further equivocation needed. But because in this case the woman is the abuser, Family Court has difficulty reaching the same conclusion.

Ekaterina forfeited any arguments regarding condo valuation

Family Court allowed Ekaterina to testify about the value of my condo. This was already litigated in the March 8-9 2022 trial and Ekaterina lost. Neither party appealed this issue.

Ekaterina claimed that between the time her name was added to the title (September 2017) and the time we signed MSA (May 2019) the condo increased in value by "*up to $20,000*". She was very careful to say "*up to"* $20,000 both when I and her attorney questioned her.

First, what does "up to" even mean? Could it mean $1,000? Could it mean zero? Or is Ekaterina being deliberately vague on this issue?

Second, where did she get this information? Ekaterina presented no evidence to corroborate her claim. Assertions made without evidence can be dismissed without evidence. Indeed Ekaterina admitted that she "*haven't done any assessment on it*" but was "*just looking at Zillow or Redfin*" (not clear which). In other words, her claim amounts to nothing more than speculation. Zillow famously lost $1.4 billion on its home flipping business, due to its wildly inaccurate estimates of home values. Redfin did not lose quite as much, but it also shut down its home flipping business and laid off 13% of its workforce.

https://wolfstreet.com/2021/11/02/zillow-comes-unglued-lost-1-4-billion-on-flipping-houses-since-2019-bails-out-lays-off-25-of-staff-stock-plunges-further/

I maintain my argument that there was little to no appreciation in the value of the condo during the brief period when Ekaterina's name was on the title. And I remind the court that it has already made a finding on this issue:

"Ultimately, however, Eugene also testified that the value of the condo did not increase in value from the time of transmutation, October 24, 2017 and the time of the Judgment signing, 2021 May 28, 2019. No disputed testimony was provided. As such, the community would not have had an interest in the condo, meaning Eugene's statements that Katia was not entitled to "anything" from the condo is correct."

In other words, Ekaterina has already forfeited this argument.

My sale of stocks had a legitimate purpose

Family Court allowed Ekaterina to testify about the sale of community property stocks. This issue was already litigated in the March 8-9 2022 trial and Ekaterina lost. Neither party appealed this issue.

Imagine this scenario: you are sitting at a poker table and you played a number of successful rounds. You watch your chips accumulate. You know that in the next round your luck may turn against you. At what point do you cash out and walk away?

This was the situation I was in in February-March 2018. I made the only rational decision under these circumstances:

- Sell risky assets
- Deleverage
- Reallocate into safer assets

I was particularly concerned about AAPL. It nearly doubled in value since I started work at Apple. Such a rapid increase could not be explained by financials alone. I was extremely concerned that it was in a bubble that was about to pop.

The timing was also significant. I started work at Apple in February 2016. My AAPL stocks vested quarterly but were subject to the customary 1 year cliff, meaning that the first large batch of stocks (covering the first 4 quarters) vested in March 2017. In March 2018 they became subject to long term capital gains, and that's when I sold them. I sold GOOG a little earlier, in February 2018. They had already passed the long term threshold at that time. (These GOOG stocks were from my first employment at Google, 2010-2016. I returned to Google in May 2018.)

Ekaterina testified that I previously told her that it does not make sense to sell stocks in order to pay down the mortgage. Correct, under normal circumstances. When times are good stocks provide a higher return. For example, GOOG yielded in excess of 20% in prior years. Obviously paying down a 4% loan would be a bad financial decision under this scenario.

But what if times are not good? What if you have a very real fear that your luck is about to run out? The stocks that provide high returns in good times are also the first ones to crash when recession hits. I lived through the 2000-2003 .com crash and the 2007-2009 real estate crash. I was acutely aware of what could have happened. And the longer my winning streak went, the more worried I became. Moreover, as more stocks vested, the amount of money at risk kept increasing.

Again, I remind Family Court that it already made a finding on this issue:

"Eugene testified that he sold the stock at that time as he was concerned it was "dropping" in value. Eugene also testified that he told Katia about the sale. Ultimately, Katia received half the

value of the stock, as did Eugene in their asset division. Eugene did not receive an unfair advantage over Katia, as they each received the same value for the stock. Further, Katia has not proven that Eugene sold the stock in order to obtain a lower value. Rather Eugene testified that he was worried the stock was going to decrease in value and sold the shares as an attempt to preserve the asset for the community. The fact that the value has increased, in and of itself, is not a basis to find that there was a breach of fiduciary duty."

Ekaterina knew about mortgage payoff

Family Court allowed Ekaterina to testify about the mortgage payoff. This issue was already litigated in the March 8-9 2022 trial and Ekaterina lost. Neither party appealed this issue.

In her March 8 RFO Ekaterina alleged that she found out about the mortgage payoff "on the brink of divorce". Here I will simply quote what I already wrote in my 07/06/2021 responsive declaration:

Petitioner's claim that I in any way concealed these payments or that she learned about them "on the brink of divorce" is utterly preposterous:

- *a) These payments were made more than a year before the divorce.*
- *b) They were made from our joint checking account.*
- *c) Chase automatically sends notifications for ant withdrawal over $200.*

I will also echo what I already said in the original trial: I believe Ekaterina when she says that she has no recollection of our conversation when I told her about the sale of stocks and mortgage payoff. She was never listening when I talked to her about investments. But she absolutely asked me about it when the payments went through. Both times. There were two payments: $70,000 on 02/27/2018 and $60,000 on 03/22/2018.

All of the above is corroborated by exhibits C3 and C4 attached hereto. This argument was a complete surprise to me, so I did not include these exhibits on remand. Fortunately, they were attached to my 07/06/2021 declaration and presented in the original trial.

At the remand trial, Ekaterina doubled down on this lie and claimed that she did not receive notifications from Chase because she "*did not have them set up*". This is equally preposterous:

- a) An email address is required to create chase.com online banking account. Other than that, there was nothing to "set up". By default that email address receives notifications. I was receiving the same notifications and I did not have to "set up" anything.
- b) One of the email addresses that was receiving these notifications was our joint account, eugene.and.katia@gmail.com to which Ekaterina had access. After our divorce, Ekaterina changed the password on this account and locked me out. Otherwise I could have provided an example of such email.

c) This was not the only time Ekaterina asked me about large transactions. Far from it. This happened regularly.

Ekaterina’s switch from “omitted assets” to “breach of fiduciary duty” must not be allowed

In her March 8 RFO Ekaterina claimed that I “hid” GOOG stocks. I proved (multiple times) that they were not hidden. My 04/08/2019 email listed the two Schwab sub-accounts as separate line items. My FL-142 listed Shwab with a value of $205,622.38, which included the value of GOOG stocks. Even the Court of Appeal so affirmed:

“Eugene’s exhibits to his declaration opposing Katia’s motion for determination and division of the Google stocks support his contention that the full value of both Schwab accounts was included in the numbers from which Katia and Eugene determined the total value of the community property.”

Furthermore, by the time Ekaterina filed her March 8 RFO she had long since conducted discovery and received all of my financial statements. She could not have missed the discrepancy in value between “Schwab $205,622.38” in my FL-142 and the actual value of Schwab-6350, which she claimed was the only account divided. For that reason she included Schwab-GOOG statement with her RFO but omitted Schwab-6350 statement. She also proceeded to remove my attorney under the pretext of “conflict of interest”.

Ekaterina now switches from “omitted assets” to “breach of fiduciary duty”. She claims:

“In its detailed ruling, this Court determined that Eugene had not breached his fiduciary duty to Ekaterina with respect to the condo. However, it did not make any determination as to whether the failure to divide the Google stock was a breach. That issue was not raised in the prior trial. Here, it is being raised.”

In other words, now that her original argument has been debunked, instead of apologizing and withdrawing her claim, Ekaterina makes a completely different argument, but still demands my GOOG stocks as compensation. And she proceeds to grasp as straws in the process. If Ekaterina is allowed to simply switch to a different argument after getting her original argument debunked, it makes a mockery of truth and justice.

Also, contrary to Ms Finelli’s assertion, Ekaterina did try the “omitted assets” → “breach of fiduciary duty” switch in the original trial. Her request for Statement of Decision asks the court this question:

“Did Eugene breach his fiduciary duties to Katia by: Failure to Disclosure [sic] and Divide Community Property Google Shares of Stock?”

Family Court responded:

"Katia's motion is for determination and division of an omitted asset, Google stock, not for a breach of fiduciary duty for his failure to disclose or divide Google Stock."

Ekaterina consulted with attorneys regarding divorce

As already described in both the original trial and on remand, immediately before I wrote my "divorce settlement proposal email" (Exhibit A) Ekaterina confronted me and sat me down for a loooong conversation. My email is a summary of that conversation. **Ekaterina** was the one who brought up the mortgage payoff and the $65,000 compensation. I agreed to it because it seemed fair.

Ekaterina was very well prepared for this conversation. For example, she knew perfectly well that the $130,000 mortgage payoff would be considered community property but her claim to the condo itself would be minimal if any. As she has demonstrated countless times throughout this litigation, she **never** leaves any money on the table.

It was at this conversation that Ekaterina proposed mediation. I agreed because it seemed much cheaper than going through lawyers. Little did I know how wrong I was. Ekaterina now latches on to any minor mistake in execution and accuses me of "omitted assets". And when that fails, "breach of fiduciary duty".

The fact remains that I am not an attorney. I executed the community property division to the best of my knowledge and ability. I kept Ekaterina informed throughout the whole process. To the extent that any mistakes occurred at all, they were de minimis. And these mistakes actually resulted in an overpayment for Ekaterina.

At the remand trial I wanted to ask Ekaterina whether she consulted with an attorney before the divorce and whether she showed my "divorce settlement proposal" email to her attorney. Family Court disallowed these questions because of "attorney-client privilege". However, I was not asking about the content of these conversations, only whether they took place. I also wanted to ask Ekaterina the names of attorneys she consulted with. I note that Hon. Brooke Blecher became a judge only in 2018, and was in private practice before that.

In her motion to disqualify my attorney under the pretext of "conflict of interest", Ekaterina admitted that she was consulting with divorce attorneys since at least 2018, and possibly even earlier. Clearly these consultations included discussions about community property division – it is impossible to suppose otherwise. And clearly my "divorce settlement proposal" email was deemed a fair offer.

My accounts were properly disclosed

I listed the two Schwab sub-accounts as separate line items in my “divorce settlement proposal” email (Exhibit A). In my FL-142 Schwab was listed as a single line item with a value of $205,620.38 (Exhibit N). This was the combined value of both sub-accounts. This number appeared in **BIG BOLD** letters at the top of the page when I logged in to Schwab. This is no different from having a checking & saving account with Chase and listing their combined balance as simply “Chase”.

Most importantly, I provided my account statements to Ekaterina. Here I again want to draw the court’s attention to one small but important detail. Neither party’s FL-142 forms list account numbers (Exhibits N, O) but MSA does. Instead, these forms refer to “Schwab”, “PartnersFCU”, “Chase joint”, “Chase mine”, etc. Ekaterina did not have a clear explanation for how that happened. She said that she may have provided account numbers to the mediators somehow. She also expressed her belief that I may have done the same. This is a just-so story she came up with to explain this discrepancy, since I mentioned it in my MSC statement.

Here is what actually happened. I printed my account statements and gave them to Ekaterina. This occurred around the same time I wrote my “divorce settlement proposal” email (Exhibit A). Ekaterina then gave these statements to the mediator who prepared the MSA. There was one meeting in particular from which I was effectively absent because I only showed up towards the end of that meeting. I was stuck in traffic going to Burlingame, which is where the mediator’s office was located. I did not even realize how far that is. Account statements must have been provided to the mediator at the beginning of that meeting.

Family Court rushed me through the questioning of Ekaterina (but allowed her to relitigate lost issues) so I did not have time to ask the following questions:

1. Was there a meeting with the mediator from which Eugene was effectively absent because he only showed up towards the end of that meeting?
2. Did Ekaterina provide the account statements to the mediator at that meeting?

Perhaps Family Court can order Ekaterina to answer these questions in writing, not that I would expect honest answers.

At the trial I also asked Ekaterina if she ever provided to me the statements for her accounts. She responded that she does not remember. The correct answer is no, I never got these statements, but the mediator did.

Investment accounts division calculation

Only now do we get to the substance of the issue that was remanded. I was forced to spend the first 9 pages responding to the arguments Ekaterina already lost. On the issue of GOOG stocks,

my argument was and remains the same: Ekaterina had already received full cash value of GOOG stocks in 2019, when the parties divided the assets.

Exhibit T1 shows the values of the investment accounts. Notice that the value used for Schwab-GOOG is $49,721.86. That is the total value of this account (all 46 shares). Family Court ruled that only 36 shares are community property because only 36 shares were vested at the time of our separation. When only 36 shares are counted this amount becomes $38,912.76.

I wrote in my trial brief that the value of these 10 additional shares was used in the calculation. After evaluating Ekaterina's argument, which she disclosed for the first time in her trial brief filed on the same day, I realize that this is not quite accurate. What actually happened is that after I filled out my FL-142, $10,000 was transferred from Schwab-6350 to Ekaterina's individual Chase checking account (Exhibit B1). The 10 additional GOOG shares that vested after that were worth $10,809.10, approximately the same amount. I didn't notice this until Ekaterina made her argument regarding the 10 GOOG shares. I also had a good faith belief that these shares were, in fact, divided – because the total value of Schwab stayed about the same between April and June (see Table 10 below).

In any case, it is correct to say that my FL-142 overstates the total value of Schwab (i.e. Schwab-6350 + Schwab-GOOG) by approximately $10,000. Ekaterina was overpaid because of this overstatement. When these 10 GOOG shares are excluded, Table 1 looks like this:

Schwab brokerage (04/30/2019)	153,858.47
Schwab Equity Awards, 36 shares (06/30/2019)	38,912.76
Total Schwab	**192,771.23**
E*TRADE brokerage (04/30/2019)	66,552.14
Grand Total	**259,323.37**

Table 1.1: Investment account balances

Exhibit T3 shows the calculation for Ekaterina's half. Again, notice that the value for Schwab-GOOG is $49,721.86. Table 3.1 on the next page shows what this calculation looks like when only 36 shares are counted.

Exhibit T2 shows the values of the assets Ekaterina received, on the day she received them. The same values can be seen on Ekerina's own account statement (Exhibit Ek4). The total value of these assets is $200,947.79. Thus, per the original calculation, Ekaterina was overpaid by $6286.10.

Note that our bank accounts were divided separately and are not included in this calculation. As already described in my trial brief I initially received $20,000 deposit in my PartnersFCU account

and Ekaterina received $10,000 in her Chase account. I then acknowledged this mistake and paid Ekaterina another $5,000. Thus we ended up receiving $15,000 each. This issue was not appealed. Our joint checking account was divided equally in June 2019 without the court involvement. Ekaterina never disputed this fact. She continued to have access to our joint checking account until the end of June.

	Balance	**Half**
One-half of Schwab-6350	153,858.47	76,929.24
One-half of Schwab-GOOG	38,912.76	19,456.38
One-half of E*Trade-7709	66,552.14	33,276.07
Tarzana condo equalizing payment		65,000
Total		**194,661.69**

Table 3.1: Amount owed to Ekaterina

Ekaterina's Argument

First, it is important to note what Ekaterina **does not** argue. She no longer argues that I "hid" Google stocks. She accepts the Court of Appeal's finding that "*the full value of both Schwab accounts was included in the numbers from which Katia and Eugene determined the total value of the community property.*" With that out of the way, she begins grasping at straws.

In an attempt to show that Ekaterina was underpaid, Ms Finelli made a rather tortured claim that *"Eugene transferred to Ekaterina shares of certain stocks, based on their values as of April 8, 2019, not as of the date of the division."* She was harping on this point during the trial.

This is false. My 07/12/2019 email lists the values of all the assets as of the day they were transferred to Ekaterina (Exhibit I). So does my 09/25/2019 email (Exhibit J). So do the tables that calculate the total value of the assets transferred to Ekaterina (Exhibits T2, T5). These numbers ultimately come from Ekaterina's own account statements (Exhibits Ek3, Ek4). Note that Ekaterina refused to produce her E-Trade statement for June 2019. Her July 2019 statement shows $67,801.03 worth of VCAIX as of 06/30/2019, a slightly higher value than what I entered in Exhibits T2, T5.

Ms Finelli also made the claim I used account values as of April 8 2019. This is also false. As explained at the trial, I used account values as of the date I filled out my FL-142, which was after April 8. My FL-142 was sent to Ekaterina and the mediator on April 25 2019 (Exhibit H). I then filled out a revised version in which I added my HealthEquity HSA account, but the

mediator neglected to add it to the MSA. Ekaterina later used my honesty against me to claim that I "omitted" the HSA account.

The coherent point Ms Finelli made is that I calculated asset division based on the numbers I entered in my FL-142 (which, as explained, represent account values as of 04/25/2019). However, Ekaterina actually received the assets about 2 months later (end of June / beginning of July). During that brief period, assets changed in value. Not all of them increased as she claimed, but overall there was a slight increase. I did not update my calculations to account for this increase. I was operating under the assumption that the numbers entered in FL-142 are the values to be divided.

That much is true, and this does seem like a reasonable argument. If so, then community asset division should be recalculated using the method deemed "correct". But Ekaterina could have brought this to my attention instead of launching multi-year litigation. And in any case, overall changes over these 2 months were minor (see Table 10, below). It is a miscarriage of justice to award Ekaterina my GOOG stocks over a minor correction to this calculation.

What is not true is that there was anything "underhanded" about my actions. I explained my calculations to Ekaterina in my 07/12/2019 email (Exhibit I). She could have objected or asked for clarification / more documentation. She did not. I explained them again in my 09/25/2019 email. And again she did not object. I reached out to Ekaterina multiple times and asked her to explain her position, most recently in 10/04/2023 email (Exhibit M, disallowed). She refused. She made this argument **for the first time** in her trial brief, which of course she filed on the last possible day[3]. If she had voiced her concerns earlier, I could have recalculated everything the way she wanted. Of course Ekaterina's goal was not to correct some minor mistake in the calculation but to steal all of my GOOG stocks.

Ekaterina's other argument concerns the 10 GOOG shares that vested after our date of separation. She asserts that these shares are community property but were not disclosed or divided. This argument is without merit:

1. Our date of separation is 04/08/2019. I filled out my FL-142 on 04/25/2019 (Exhibit H). I had no idea there was anything else to disclose. Again, I did not have an attorney.
2. Ekaterina knew that I was working for Google and GOOG stock was part of my compensation.
3. I actually thought that these shares were divided. The total value of Schwab stayed about the same between April and June (see Table 10, below). That's largely because (a) GOOG dropped in value from $1,256.00 per share on 04/29/2019 to $1,080.91 on 04/30/2019 (Exhibit D) and (b) $10,000 was transferred to Ekaterina on 04/25/2019.
4. Family Court's 04/08/2022 ruling that only 36 shares are community property is correct (with perhaps a minor modification). The other 10 vested after separation.

[3] At the trial, I asked Ekaterina why she never brought this up before. The court disallowed this question.

5. I learned at the settlement conference that Ekaterina can still claim a fraction of the 04/29/2019 shares. This is not something I could have known until it was explained to me by an attorney. Also, this claim certainly cannot apply to 05/30/2019 shares.
6. To the extent that any modification is needed, such a change would be minor. My argument has already been explained in my Motion in Limine filed on 02/20/2024. It is incorporated by reference herein.

Recalculation still shows overpayment

Ms Finelli made the argument that all assets and accounts should be valued as of 07/10/2019, which is when asset division was completed. Ekaterina received VCAIX at the end of June, then FB and IAU on 07/02/2019, and finally T on 07/10/2019 (Exhibit Ek4). As already explained, she first made this argument in her trial brief (which of course she filed on the last possible day) and further clarified it at the settlement conference. So I recalculated everything the way she wanted. This recalculation is shown on Exhibit T6.

The court had trouble understanding this exhibit and asked why the values in 06/30/2019 and 07/10/2019 columns are different. These columns show the values of all the stocks on the dates indicated – that is how Ms Finelli wanted to make this calculation. For example, VCAIX was worth 67,801.03 on 06/30/2019 and 67,992.80 on 07/10/2019. If the court is looking for the values of all the assets on the day they were transferred to Ekaterina, then those are shown on Exhibit T2.

The main takeaway from Exhibit T6 is that the recalculation that Ekaterina / Ms Finelli argued for still shows an overpayment, albeit a smaller one. At the trial I asked Ekaterina if this is still her argument. She disavowed it and said that all the assets should be valued as of the day they were actually transferred. So we are going back to my original calculation? These numbers are already shown on Exhibit T2.

I'm guessing that when Ekaterina ambushed me with this argument she was hoping that recalculation would show an underpayment. But since it didn't, this argument is no longer useful.

At this point I don't know what is the "correct" way to make this calculation, and I don't believe Ekaterina knows that either. She is simply trying to obfuscate the issue. The simple fact is that any conceivable recalculation will show an overpayment in Ekaterina's favor because, as explained above, the value of Schwab was overstated by approximately $10,000.

I am including one more table that may assist the court in making this decision. It shows the values of all the investment accounts in April, May, and June. It also shows Ekaterina's share on those dates, calculated as 50% of the total + $65,000.

This table already appeared in my MSC statement filed on 02/08/2024. The point of this table is to illustrate that account values changed little during the approximately 2 months period

between when I filled out FL-142 and when the assets were divided. This table counts only 36 GOOG shares because:

1. Only 36 were vested on 04/25/2019 when I filled out my FL-142 (Exhibits D, H).
2. Family Court ruled that only 36 shares are community property. To the extent that any modification is needed, it would be minor.

Again, note that the value of the assets Ekaterina actually received ($200,947.79) exceeds her share as of 06/30/2019 ($197,472.44).

Account	**04/30/2019**	**05/31/2019**	**06/30/2019**
Schwab-6350	153,858.47	145,163.13	158,231.09
Schwab-GOOG, 36 shares	42,785.28	39,730.68	38,912.76
Total Schwab	**196,643.75**	**184,893.81**	**197,143.85**
E-Trade	66,552.14	67,425.69	67,801.03
Total	**263,195.89**	**252,319.50**	**264,944.88**
Ekaterina's share	**196,597.95**	**191,159.75**	**197,472.44**

Table 10: Community account values and Ekaterina's share in April/May/June
(Exhibits B1, B2, B3, D, E1, E2, Ek3)

Ekaterina's method of division is logistically impossible

Ekaterina argued that every single stock should have been divided in half *("one-half of all the Ford stock; one-half of all the Micron stock, etc"*). This argument is contrary to common sense. Family Code contemplates equal division of community estate as a whole, not each individual asset. Divorcing spouses can, and often do, receive different assets, provided that each spouse receives the same amount by value. This is especially common with physical assets, but not limited to that. For example, one cannot saw a car down the middle.

This argument is also unsupported by the email Ekaterina presented (Petitioner's Exhibit 1) or the MSA (Petitioner's Exhibit 3). Sections 5 and 6 of the MSA make references to:

"A one-half (½) interest in JP Morgan Chase Savings account no. -8397
…
*A one-half (½) interest in E*Trade Investment account no. -7709"*
etc.

It is reasonable to interpret "one-half interest" as ½ of the dollar value of that account, not ½ of every single stock in that account. And that's exactly how I interpreted it. I transferred to Ekaterina ½ of the dollar value of all investment accounts, plus the $65,000 equalization payment.

Second, the logistical impossibility of this division method has already been explained to Ekaterina. How does one, for example, divide GOOG stocks this way? They vested in batches of 4-5 stocks per month. Each batch had its own acquisition date and cost basis. So to do the division Ekaterina now insists on, every single batch would have to be divided separately. And how does one divide a batch of 5 stocks?

Further, how does one deal with dividend reinvestment? For example T and VCAIX pay out dividends every month. Schwab / E-Trade then automatically buy additional shares with these dividends. These additional purchases again have a different acquisition date & cost basis.

Transferring stocks to another account in somebody else's name is not like sending a Venmo payment. I had to fill out distribution forms and send them to Schwab and E-Trade. I do not believe the division method Ekaterina now insists on could even be executed. It is certainly not possible to transfer half a stock to another account.

At the trial Ms Finelli asked me whether anything prevented me from "*picking on your own any 23 shares and transferring them to Ekaterina*". And what would then prevent Ekaterina from claiming that I transferred "wrong" shares to her? Indeed she is already doing exactly that.

However, my main motivation for transferring the specific assets to Ekaterina was that these assets were overwhelmingly safe[4]. Only 18% by value was risky stock (FB). Everything else was bonds, gold, cash and dividend stock. As Ekaterina herself stated at the trial, she was an amateur investor. For that reason I selected assets that were least likely to drop in value. And indeed her assets continued to increase in value after being transferred to her. Of course Ekaterina was free to sell these assets and invest in whatever she wanted. At one point she asked me to help her make investment decisions. I agreed. But she never followed up. I assumed she got advice elsewhere.

I kept all the risky stocks for myself. And that included GOOG, which was down in value compared to 2018. GOOG eventually went up, but all the other stocks I ended up selling at a loss. In the second version of her trial brief, Ms Finelli made another curious argument: that I "*was aware*" of Google stock's "*likely future increase in value*". Unfortunately, this argument was not made at the trial itself. I was really curious to find out how I "was aware" of that. Is Ms Finelli alleging that I have a crystal ball? If only that were the case! I would have sold everything and bought TSLA and NVDA. Hindsight is always 20/20.

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[4] I was in the process of answering this question before Ms Finelli cut me off. Twice.

Tax arguments

Ekaterina argued that there was a tax burden on the assets she received. This is another argument Ekaterina brought up for the first time in her trial brief. The expression “grasping at straws” does not even begin to describe it. If she had ever brought this up before, I would have just paid her entire tax burden (Exhibit T7[5]) – it would certainly be much cheaper than litigating this issue. In any case, this argument is without merit.

As already explained in my MSC statement, taxes apply after an asset is sold, to the extent that this sale makes a profit (see “How taxes are calculated” section). Ekaterina’s argument that taxes were due on the assets she received amounts to complaining that her assets **increased in value**. They continued to increase in value after they were transferred to her. Conversely, the stocks I kept for myself were moving down or sideways. With the exception of GOOG, I ended up selling them at a loss.

The question that I really wanted to ask Ekaterina is this: would she prefer (1) an asset that was increasing in value, and on which she would have to pay taxes after selling OR (2) an asset that was decreasing in value but with no associated tax burden? We didn’t get to this question because of lack of time – as already explained, Family Court instead allowed Ekaterina to relitigate issues she already lost – but there is only one rational response to this question. Preferring option (2) amounts to paying $1 in order to get 15 cents back.

Continuing on this theme, if the assets Ekaterina received dropped in value, would she then accuse me of “breach of fiduciary duty” for giving her “bad” assets? It seems like a “heads I win, tails you lose” situation.

There is just one valid point Ms Finelli made. My Exhibit T7 shows only federal taxes (15%). California taxes would also need to be paid. That tax rate was 6% for Ekaterina in 2019. However, this does not change the overall picture. And I want to emphasize again that if Ekaterina had received different assets in 2019, her tax burden would be different but it would not be zero. In fact it may well be higher depending on when and at what price she sold the assets.

Finally, even if **everything** Ekaterina says is true, and I deliberately stiffed her on taxes, the amount of taxes we are talking about is a little over $2000, which is less than 1% of the total value of the assets she received (Exhibit T7). As shown above, Ekaterina was overpaid by a larger amount. But if Family Court determines that this argument has merit, then I would be happy to pay whatever portion of this tax burden the court deems appropriate – again, we are talking about a trivial amount.

Ms Finelli also made a last-minute argument that when I sold the stocks in 2018, community paid capital gains taxes, and a portion of the proceeds was spent on mortgage payoff. Ekaterina

---

[5] My MSC statement filed on 2/8/2024 contains an explanation of how these numbers were calculated. I will not repeat it here.

received ½ of the amount thus spent ($65,000) but this did not account for taxes. This argument is without merit:

1. As already described above, it was Ekaterina who demanded the $65,000 equalization payment. I did exactly what she wanted. And I complied with the terms of the MSA. She brings up this argument at the last moment because all of her other arguments keep getting debunked.
2. Community ended up paying taxes on both the $65,000 I retained for myself and the $65,000 I reimbursed to Ekaterina. Neither party received an advantage.
3. If I hadn't sold the stocks in 2018, then Ekaterina would have received these stocks as part of divorce. But she would have also inherited the cost basis that comes with these stocks. So the same taxes that were paid in 2019 would be due now, or whenever Ekaterina decided to sell these stocks. In fact taxes would now be higher because of Ekaterina's massive income:
    a. For incomes above $494,300/year federal tax rate for long term capital gains is 20%, rather than the 15% for incomes below this threshold.
    b. California does not make a distinction between short term and long term capital gains, so regular income tax rate of 9.3% would apply, instead of 6%.
4. While the tax bill in 2019 was large (Exhibit C2), so was the amount of stocks sold. These were growth stocks that had appreciated significantly. The proceeds were used to buy all the other investments in E-Trade and Schwab-6350.
5. Only $130,000 was used for mortgage payoff. More than double this amount was spent on investments. These investments were worth approximately $270,000 in March 2019 (Exhibits B1, E1) but the initial purchase was even larger (Exhibits B5, E5, not presented at trial). Only a fraction of the taxes paid can be attributed to mortgage payoff.
6. The community benefited by having rental income deposited to our joint bank account. This income far exceeded expenses (mortgage, HOA, taxes, maintenance, etc.). Over the 8.5 years of marriage, no less than $48,000 of rental profit was thus deposited.

Vehicles

I testified that it was **Ekaterina** who demanded that her car (purchased in March 2019, only a month before the divorce) be awarded 100% to her, with no equalization payment to me. This is corroborated by Ekaterina's own Exhibit 1, also attached hereto. In it she states:

"*I also need to reiterate that I am solid on the following points:*
…
- I will not be dividing my car 50/50. We each have to have a vehicle, especially since I am a primary driver and caretaker for a minor and this car was just purchased, thus makes it reliable. Eugene is walking away with a car, a motorcycle and a trailer, which I am not claiming."

In other words, Ekaterina justifies receiving 100% of the community property car by arguing that:

1. I also had a car, which was my separate property.

2. I received a motorcycle and a trailer, which were worth only a fraction of what her car was worth.

This exhibit also shows that Ekaterina took a **very** active role in negotiations. She sets out her demands on multiple issues and she wouldn't budge on any of them. This flies in the face of her contention that she was forced into any sort of agreement.

Ekaterina's contention that she came into the marriage with a car is without merit. As Ekaterina admitted, that car was leased. She also admitted that we continued to make lease payments during the marriage and then bought it out of the lease. Thereafter, we sold that car and leased a brand new Volkswagen Tiguan for Ekaterina. We bought it out of the lease after 3 years. Finally, we sold the VW Tiguan and bought 2016 Mercedes GLE 350, which is the car Ekaterina walked away with. That car was not leased or financed.

Ekaterina admitted that my car (2008 Subaru WRX) was purchased before marriage and that I owned it outright – it was not leased or financed. This unquestionably makes it my separate property. Ekaterina also admitted that at no point during the marriage was a new car purchased for me.

Ekaterina testified that my recollection about the value of her car ($36,000) is about accurate. So were my estimates for the value of my motorcycle and trailer ($7000 + $1000). See Exhibit T8. The same values appear in Ekaterina's FL-142 (Exhibit O).

I want to reiterate that the only purpose of "bringing up car values" is to establish how much community property vehicles were worth. This is necessary to answer the question, raised in the Statement of Decision, as to what percentage of community property each party received. I am not asking Family Court to redivide the car. But the fact that Ekaterina had already received more than half of community property in 2019 is a separate, independent, reason for returning my GOOG stocks to me.

Exhibit T4 shows the total value of community assets, including vehicles and bank accounts. Note that the values for Schwab-6350 and E-Trade come from April statements. They may change if the court chooses to use different months for this calculation, but not significantly (see Table 10 above). Exhibit T5 shows assets Ekaterina received, including vehicles and cash. "Deposit equalization" was to correct the mistake in my PartnersFCU / Ekaterina's Chase division. This is the only thing Ekaterina did not receive in 2019, but she could have easily settled that via meet & confer.

Additional Hearing

As explained above, I simply did not have time to question Ekaterina on many of the above issues. The original time estimate of ½ day was with the expectation that only the issue of GOOG stock will be considered. I had no idea that Family Court would allow Ekaterina to relitigate issues she already lost. Therefore, I believe an additional hearing is needed where I

can ask her these questions. I would also welcome the opportunity to be cross-examined on any information provided in this Closing Statement.

Conclusion

I argued from the beginning that Ekaterina was already paid full cash value of GOOG stocks in 2019 when the parties initially divided the community assets. Evidence unequivocally proves that to be the case. In fact it shows that Ekaterina was overpaid. Furthermore, if it turned out that she was underpaid, the right outcome would be to fix the mistake in the calculation. Awarding Ekaterina my GOOG stocks for which she had already received cash value is a miscarriage of justice. This recalculation must also take into account that Ekaterina received more than half of community property in 2019 – approximately $28,000 more – by virtue of walking away with 100% of the car that was purchased only a month before the divorce. Of course Family Court already knows that. It knew that the first time this matter was heard.

No amount of sophistry can change these facts. It does not require a law degree to understand what happened. On the contrary, this is plainly obvious to anyone with common sense and a basic understanding of math. 2+2 will never be 5.

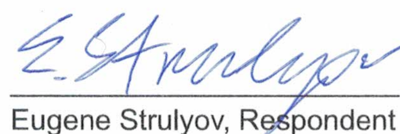
If Family Court has any regard for justice, it will not only order the return of GOOG stocks to me, it will order Ekaterina to compensate me for the 4 years of legal harassment. I was forced to incur in excess of $260,000 as a result of Ekaterina's legal harassment campaign and Family Court gifted her another $60,000 on top of that, driving me to the brink of bankruptcy. Of course I now understand how Family Court operates, so I don't hold out much hope.

Not only are Family Court's actions evil, they are also extremely short sighted. I invite the court to reflect on the precipitous decline in marriage rate since 1960s, and commensurate drop in birth rate. Contrary to what the court might believe, men are not stupid, and they are walking away. When the game is rigged, the only winning move is not to play.

I also want to send my regards to Ekaterina's latest husband. I hope he has a good prenup. Of course Ekaterina refused prenup when I married her.

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

Dated: 3/15/2024



Eugene Strulyov, Respondent

P. Exhibit 1

Eugene Katia Strulyov <eugene.and.katia@gmail.com>

Draft settlement agreement - items for inclusion

12 messages

Eugene Katia Strulyov <eugene.and.katia@gmail.com> Sat, May 4, 2019 at 9:18 PM
To: David Magnuson <dmagnuson@cadivorcemediation.com>

David,

I left you a voicemail today regarding the items that need to be included into the draft settlement agreement. We did not address them during the last session,as we ran out of time.

Specifically:
- Ukraine trip: Eugene mentioned in his email (you have this email, as I forwarded it to you previously as an add-on to Eugene's settlement proposal) that his Ukraine trip and any other vacations he takes before we move out and separate the accounts will be paid for from HIS portion of the settlement and will not be attributed to the common expenses. The final amount spent will be calculated upon his return from the Ukraine trip and finalized upon dividing the assets, so that we know how much to withhold from hi settlement. Can you please include it into the settlement agreement?
- lease guarantor inclusion: it is obvious that I am making way less than Eugene and I want to have the assurance that he will be helping out with being a guarantor on the lease in the future if I need him to. I mean it is my intent to advance in my career, however, I need to have a decent and safe place for me and Sonya to live at, so need to have this assurance that if I do not qualify for an apartment myself, he will assist in a form of being a guarantor. Again, my intent is NOT to turn to this resource, but this will save me a peace of mind.
- 10K advancement that he transferred to my personal checking account is not to be divided between us, since this is the money he transferred as a part of my settlement advance. It will be deducted from my portion of the settlement upon the final division of assets.
- My 401K is to be divided in half and that portion is to be withheld from Eugene's 401K payout. I am not sure why we were counting the entire amount that I have ($23K) as the deduction where it has to be half of that. Please find my current retirement balance attached.
- Joint accounts to be divided, as follows:
a) we pay off all credit cards BEFORE separating the accounts. It is a must.
b) I keep the Amazon prime credit card and remove him as an authorized user
c) Eugene keeps Citi credit card and he removes me as an authorized user
d) I keep Chase credit card and remove him as an authorized user

Items that still need to be figured out:
- dates and method of how the spousal/child support will be paid regularly
- Sonya's educational and healthcare expenses - how will we be splitting them in half (protocol)? I suggest that I will be keeping receipts for such expenses and submitting them to Eugene at the end of each month, so that he can reimburse me 50% of such via a check or transfer. How will I need to show this on taxes?

I also need to reiterate that I am solid on the following points:
- Sonya's original documents (passport, SSN, birth certificate, citizenship certificates) will be kept by me. I can definitely provide copies, but not the originals.
- I am not going to negotiate anymore on the proposal that he sent and I agreed to (PLEASE REFER TO EUGENE'S ORIGINAL SETTLEMENT EMAIL WITH MY COMMENTS IN RED). I am not going to discuss/lower the condo payout. $65K is to be paid in exchange for me signing off the condo title back to him.
- All the savings/investments and retirement plans to be split 50/50.
- I will not be dividing my car 50/50. We each have to have a vehicle, especially since I am a primary driver and caretaker for a minor and this car was just purchased, thus makes it reliable. Eugene is walking away with a car, a motorcycle and a trailer, which I am not claiming.
- He can pay me $3500 per month (spousal and child support cumulatively) and ALL of the educational and healthcare expenses for Sonya to be paid 50/50 by us. I will not be lowering that amount or leaving him extra cash as he puts it.
- Obviously, by having Sonya almost 100% and taking care of her fully every day, the amount of support should be higher also (when in reality he is under 10%, as you calculated), but I am just willing to settle for this and move past this provided he agrees to sign the settlement agreement and we progress and file the documents with the court.

Eugene and I talked today on the phone and I voiced my position. He knows I stand solid on these issues and agreed to mediate. So the desire is mutual to finalize everything as soon as possible and NOT go to court. Please let me know if

there are any other documents needed from me.

I am really hopeful that we can finalize all details on Monday and have the agreement approved by both of us. I simply cannot afford to keep taking time off work :-(

Thank you and have a great Sunday.
Katia

Empower Retirement - current balance.pdf
77K

David Magnuson <dmagnuson@cadivorcemediation.com> Sun, May 5, 2019 at 1:13 PM
To: Eugene Katia Strulyov <eugene.and.katia@gmail.com>

Hi Katia,

Thank you for your email. I will use it as a guide as I finish drafting your Marital Separation Agreement. If you would please simply confirm that Eugene agrees with all of the items in your email, I would appreciate it.

I will certainly do my best to reconcile your previous emails, my notes, and this email as I finish your draft Marital Separation Agreement, and my hope is that we are very close after our review session tomorrow. In short, you should not need to come back to my office after tomorrow (as I know that missing work is a challenge). The purposes of the review agreement is not to mediate, but simply to allow me to walk you and Eugene through every element of your Marital Separation Agreement, and to discuss any required changes.

I look forward to seeing you at 9:00am tomorrow.

Sincerely yours,

David

The Law Offices of David Magnuson
345 Lorton Ave., Suite 201
Burlingame, CA 94010
(650) 714-9439

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Eugene Katia Strulyov <eugene.and.katia@gmail.com> Sun, May 5, 2019 at 3:12 PM
To: David Magnuson <dmagnuson@cadivorcemediation.com>, Eugene Strulyov <eugene.strulyov@gmail.com>

David,

Also, i mentioned to Eugene that he can have all of my jewelry pieces he gave me over the years and sell/keep as he sees fit.

Please include that into the settlement agreement also.

Eugene, can you please confirm that we talked about the items i outlined in the email below.

I want to finalize things on Monday so that I don't have to take any more time of work...

Thank you both!

Katia
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David Magnuson <dmagnuson@cadivorcemediation.com> Mon, May 6, 2019 at 5:16 PM
To: Eugene Katia Strulyov <eugene.and.katia@gmail.com>
Cc: Eugene Strulyov <eugene.strulyov@gmail.com>

Hi Katia and Eugene,

Thank you both for participating in the review session today. Attached please find a revised draft of your Stipulated Judgment (in both "track changes" and clean formats) that I believe incorporates the changes we discussed. Katia, it looks like the only account number I am missing is your personal savings account. (I apologize if you already gave it to me. I can't seem to find it in my notes).

If you have any suggested changes to the document, please don't hesitate to let me know.

Katia and I discussed dates for a signing session, and 5:00pm on Tuesday, May 28th seemed like a good fit. Eugene, please let me know if this doesn't work for you, and if so, we can find another time to meet.

Sincerely yours,

David

The Law Offices of David Magnuson
345 Lorton Ave., Suite 201
Burlingame, CA 94010
(650) 714-9439

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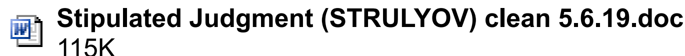
2 attachments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115K

Stipulated Judgment (STRULYOV) redline 5.6.19.doc
120K

Eugene Katia Strulyov <eugene.and.katia@gmail.com> Sun, May 12, 2019 at 4:19 AM
To: David Magnuson <dmagnuson@cadivorcemediation.com>
Cc: Eugene Strulyov <eugene.strulyov@gmail.com>

Hi, David!

The clean version of the settlement agreement seems just right to me and consistent with everything we discussed/corrected at the meeting. the only questions I had - we talked about 80/20 physical custody formula, but I do not see it in the agreement. Is that not needed to be mentioned?

Corrections made in the document by me:
- Please note that my personal savings account that has a balance of $50 (the one I tied to my personal checking account) ends 7387. I believe that is the number you wanted and I already put it in the document to fill in the missing number.
- Amazon card # changed and the last 4 digits are 0577 - I also included that in the document already.
- I made a correction in the document of the Chase credit card number - it ends in 3587 instead of 9587 as you had it noted initially.
Please verify that these numbers are consistent throughout the document that we will need to sign on the 28th.

Also, when is the right time to reach out to the QDRO specialist and hire her to do the 401K calculations/other financial assets calculations?

Eugene, did you have a chance to look over the corrected agreement and did you have any questions/corrections or does it seem in line with what was discussed at the meeting?
Also, David needed your confirmation that Tuesday, May 8th works for you at 5pm to come to his office to sign the documents.

Thank you!
Katia
[Quoted text hidden]

David Magnuson <dmagnuson@cadivorcemediation.com> Mon, May 13, 2019 at 8:10 PM
To: Eugene Katia Strulyov <eugene.and.katia@gmail.com>
Cc: Eugene Strulyov <eugene.strulyov@gmail.com>

Hi Katia and Eugene,

Katia, thank you for your message, and noting several corrections that need to be made to the document. The 80/20 ratio you noted does not need to be referenced in the Stipulated Judgment itself. Instead, the support calculation that contains the 80/20 ratio will be attached to the back of the Stipulated Judgment.

Also, I think there may have been a typo in the date referenced in your message. I have you both down for 5:00pm on Tuesday the 28th.

Eugene, any chance this appointment will work for you? And as Katia suggested, if you have any required edits to the Stipulated Judgment, please do let me know.

Sincerely yours,

David

The Law Offices of David Magnuson
345 Lorton Ave., Suite 201
Burlingame, CA 94010
(650) 714-9439

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Eugene Katia Strulyov <eugene.and.katia@gmail.com> Tue, May 14, 2019 at 3:36 AM
To: David Magnuson <dmagnuson@cadivorcemediation.com>
Cc: Eugene Strulyov <eugene.strulyov@gmail.com>

Yes, David, May 28th instead of May 8th)))

See you then.

Have a great week.
[Quoted text hidden]

Eugene Strulyov <eugene.strulyov@gmail.com> Fri, May 24, 2019 at 11:31 AM
To: Eugene Katia Strulyov <eugene.and.katia@gmail.com>
Cc: David Magnuson <dmagnuson@cadivorcemediation.com>

Hi David,

I noticed one discrepancy in the document.

Section 3D: as discussed, life insurance obligation should end when the spousal support ends. It actually says child support in the document.

I still have concerns about section 2D (International Travel) but I'm not sure if I have any options here.

Also, the community property sections (5 and 6) are a little complicated. We could simplify it somewhat as follows:
I already transferred $10K into my Partners FCU checking account and $10K into Katia's new checking account. We could call it even and consider these accounts separate property. This would also simplify section 7 which would just say $65K equalization payment.
As far as I can tell the document right now has the same effect, but it arrives at it in a somewhat roundabout way.

thanks,

Eugene

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David Magnuson <dmagnuson@cadivorcemediation.com> Mon, May 27, 2019 at 7:39 AM
To: Eugene Strulyov <eugene.strulyov@gmail.com>
Cc: Eugene Katia Strulyov <eugene.and.katia@gmail.com>

Hi Eugene and Katia,

Eugene, thank you for your message. I can certainly make the changes to the property division section that you recommended, provided that Katia agrees.

Same for the "Security for Payment" (insurance) section. I should note, however, that it is customary to maintain a supported spouse as beneficiary of a life insurance policy for so long as child support is payable. In your case, this is for a longer period of time.

I look forward to seeing you both at 5:00pm on Tuesday.

Sincerely yours,

David

The Law Offices of David Magnuson
345 Lorton Ave., Suite 201
Burlingame, CA 94010
(650) 714-9439

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Eugene Katia Strulyov <eugene.and.katia@gmail.com> Mon, May 27, 2019 at 2:31 PM
To: David Magnuson <dmagnuson@cadivorcemediation.com>
Cc: Eugene Strulyov <eugene.strulyov@gmail.com>

Hi, David!

I am ok with wish wash change for 10k that Eugene transferred to me and $10k that he took out and deposited into his Partners account. We don't even have to change

I am NOT ok however with the life insurance clause.

The entire point of life insurance is to PROTECT the guarantee of child support in case Eugene crashes on a bike/airplane, etc.

He has very high risk hobbies and I am NOT ok with changing the clause to 4.5 years of spousal support instead of Sonya being 18 years old aka until the child support is in progress.
If he dies and I am not listed as a beneficiary, Sonya will NOT be receiving any child support going forward nor will she receive any payout from the life insurance. That is simply not fair to her.

I can't understand why a father would do this to his child. This has to be done and maintained for Sonya's protection and sake - not even mine.

So I will not agree to this and want to keep this clause as we originally discussed and the way it is written in the document. David, I agree with you and looked up the standards in legal cases - that it is CUSTOMARY in family law.

Katia
[Quoted text hidden]

Eugene Katia Strulyov <eugene.and.katia@gmail.com> Tue, May 28, 2019 at 7:12 AM
To: David Magnuson <dmagnuson@cadivorcemediation.com>
Cc: Eugene Strulyov <eugene.strulyov@gmail.com>

Eugene, please confirm you will be at David's at 5pm today.

His address is 345 Lorton Ave, Burlingame, CA 94010

Thanks!
[Quoted text hidden]

Eugene Strulyov <eugene.strulyov@gmail.com> Tue, May 28, 2019 at 12:25 PM
To: Eugene Katia Strulyov <eugene.and.katia@gmail.com>
Cc: David Magnuson <dmagnuson@cadivorcemediation.com>

Hi David,

This is fine. We can leave the insurance clause as is. I may have misremembered the conversation. Katia informed me that my obligation to be a cosigner for her apartment ends when the spousal support ends, but obligation for insurance continues until Sofia turns 18. Please confirm if my understanding is correct.

However, I want to add another clause to the agreement:
If it turns out that there is actually less common assets than what was calculated, then we would both be responsible for paying back 1/2. For example, if it turns out that I was overpaid for whatever reason, and that money needs to be returned, then we are each responsible for 1/2.
There is already a clause in the agreement that covers underpaid taxes (we each owe 1/2). I want the same/similar clause to cover overpaid income or any other liabilities that arose during marriage.

thanks,

Eugene

[Quoted text hidden]

Exhibit C3

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

February 14, 2018 through March 13, 2018
Primary Account: **000000411605467**

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-800-935-9935**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

00108036 DRE 703 219 07318 NNNNNNNNNNN 1 000000000 09 0000
EKATERINA STRULYOV
EUGENE STRULYOV
1299 LAVEILLE CT
SAN JOSE CA 95131-2475

01080360201000000022

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	000000411605467	$11,421.10	$18,538.44
Chase Savings	000003007558397	1,001.92	1,001.93
Total		**$12,423.02**	**$19,540.37**
TOTAL ASSETS		**$12,423.02**	**$19,540.37**

CHASE TOTAL CHECKING

EKATERINA STRULYOV
EUGENE STRULYOV

Account Number: 000000411605467

CHECKING SUMMARY

	AMOUNT
Beginning Balance	**$11,421.10**
Deposits and Additions	93,149.93
Checks Paid	-2,417.00
ATM & Debit Card Withdrawals	-940.89
Electronic Withdrawals	-82,624.70
Fees	-50.00
Ending Balance	**$18,538.44**

Your account ending in 8397 is linked to this account for overdraft protection.

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CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
485 ^	02/20	$100.00
486 ^	03/05	100.00
487 ^	03/05	2,090.00
488 ^	03/06	127.00
Total Checks Paid		**$2,417.00**

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$11,421.10**
02/14	ATM Check Deposit 02/14 1077 E Brokaw Rd San Jose CA Card 1062	**40.32**	11,461.42
02/14	ATM Check Deposit 02/14 1077 E Brokaw Rd San Jose CA Card 1062	**30.00**	11,491.42
02/14	ATM Check Deposit 02/14 1077 E Brokaw Rd San Jose CA Card 1062	**10.00**	11,501.42
02/20	ATM Check Deposit 02/19 1077 E Brokaw Rd San Jose CA Card 1062	**742.38**	12,243.80
02/20	ATM Withdrawal 02/19 1077 E Brokaw Rd San Jose CA Card 1062	-100.00	12,143.80
02/20	02/20 Online Payment 6917078601 To San Jose Water Company	-137.45	12,006.35
02/20	Card Purchase With Pin 02/20 Arco 7079 San Jose CA Card 1062	-43.90	11,962.45
02/20	Check # 485	-100.00	11,862.45
02/21	Chase Credit Crd Autopay PPD ID: 4760039224	-493.03	11,369.42
02/22	ATM Check Deposit 02/22 1077 E Brokaw Rd San Jose CA Card 1062	**708.73**	12,078.15
02/22	ATM Check Deposit 02/22 1077 E Brokaw Rd San Jose CA Card 1062	**323.36**	12,401.51
02/22	02/22 Online Payment 6848512454 To Zhiqiang Su / Chuanxue Wang	-3,000.00	9,401.51
02/23	Apple Inc. Payroll PPD ID: 1942404110	**3,933.54**	13,335.05
02/26	Card Purchase With Pin 02/24 Arco 02134 San Jose CA Card 1062	-46.82	13,288.23
02/26	02/26 Online Payment 6858016886 To B Squared Realty	-340.41	12,947.82
02/27	E*Trade ACH Trnsfr PPD ID: 1391321258	**81,177.66**	94,125.48
02/27	02/27 Online Payment 6860354798 To Quicken Loans Inc	-1,006.47	93,119.01
02/27	ATM Withdrawal 02/27 1077 E Brokaw Rd San Jose CA Card 1062	-100.00	93,019.01
02/27	02/27 Online Payment 6937029655 To Quicken Loans Inc	-70,000.00	23,019.01
03/01	Card Purchase With Pin 02/28 Arco 02134 San Jose CA Card 1062	-50.17	22,968.84
03/02	Quickpay With Zelle Payment From Julie Guisasola 6945299259	**1,900.00**	24,868.84
03/02	03/02 Consumer International Wire Debit A/C: Pjsc Cb Privatbank Dnepropetrovsk Ukraine 49094- Ref:/Cct/Jeab8Odf00L9 Correspondent Account 0011000080 Trn: 5500500061Es	-3,498.00	21,370.84
03/02	ATM Withdrawal 03/02 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	21,170.84
03/02	Consumer USD International Wire Fee	-50.00	21,120.84
03/05	ATM Check Deposit 03/04 1077 E Brokaw Rd San Jose CA Card 4643	**10.00**	21,130.84
03/05	Credit Return: Online Payment 6621094382 To B Squared Realty	**340.41**	21,471.25
03/05	ATM Withdrawal 03/02 1077 E Brokaw Rd San Jose CA Card 1062	-200.00	21,271.25
03/05	03/04 Online Payment 6954099651 To Pacific Gas & Electric	-225.99	21,045.26
03/05	ATM Withdrawal 03/04 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	20,845.26
03/05	Check # 487	-2,090.00	18,755.26
03/05	Check # 486	-100.00	18,655.26
03/06	Chase Credit Crd Autopay PPD ID: 4760039224	-3,811.73	14,843.53

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TRANSACTION DETAIL *(continued)*

DATE	DESCRIPTION	AMOUNT	BALANCE
03/06	Check # 488	-127.00	14,716.53
03/06	Citi Autopay Payment 082585143460954 Web ID: Citicardap	-44.99	14,671.54
03/09	Apple Inc. Payroll PPD ID: 1942404110	**3,933.53**	18,605.07
03/13	03/13 Online Payment 6899379314 To Comcast	-66.63	18,538.44
	Ending Balance		**$18,538.44**

A monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have direct deposits totaling $500.00 or more.**
  (Your total direct deposits this period were $92,978.26. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in this checking account of $1,500.00 or more**
  (Your minimum daily balance was $9,401.51)
- **OR, keep an average daily balance of qualifying linked deposits and investments of $5,000.00 or more**
  (Your average daily balance of qualifying linked deposits and investments was $16,554.61)

CHASE SAVINGS

EKATERINA STRULYOV
EUGENE STRULYOV

Account Number: 000003007558397

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	**$1,001.92**
Deposits and Additions	0.01
Ending Balance	**$1,001.93**
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	$0.01
Interest Paid Year-to-Date	$0.17

Interest paid in 2017 for account 000003007558397 was $0.19.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$1,001.92**
03/13	Interest Payment	**0.01**	1,001.93
	Ending Balance		**$1,001.93**

A monthly Service Fee was **not** charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of $300.00 or more.
(Your minimum daily balance was $1,001)

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IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

JPMorgan Chase Bank, N.A. Member FDIC

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Exhibit C4

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

March 14, 2018 through April 12, 2018
Primary Account: **000000411605467**

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-800-935-9935**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

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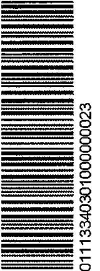
EKATERINA STRULYOV
EUGENE STRULYOV
1299 LAVEILLE CT
SAN JOSE CA 95131-2475



We updated our Deposit Account Agreement

The following changes were made March 11, 2018:

We published an updated version of our Deposit Account Agreement. You can get the latest agreement at chase.com/disclosures, at a branch or by request when you call us. Here's what you should know:

- You can now request a stop payment on a check through the Chase Mobile® app. You can also still do this on chase.com, over the phone or in a branch. (General Account Terms, Section B, Stop payments)
- We're starting to use a new payment network that allows businesses to send you real-time payments when you provide your account and routing numbers. When you accept a real-time payment, you confirm that you're not acting on the behalf of someone who is not a U.S. citizen or resident. (General Account Terms, Section I, Rules governing your account)
- We updated the language to clarify how to place a stop payment for electronic funds transfers. (Electronic Funds Transfer Service Terms, Section G, Preauthorized (recurring) transfers and stop payments)

Please call us at the number on this statement if you have any questions.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	000000411605467	$18,538.44	$16,200.06
Chase Savings	000003007558397	1,001.93	10,001.96
Total		**$19,540.37**	**$26,202.02**
TOTAL ASSETS		**$19,540.37**	**$26,202.02**

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Document received by the CA 6th District Court of Appeal.

March 14, 2018 through April 12, 2018
Primary Account: **000000411605467**

CHASE TOTAL CHECKING

EKATERINA STRULYOV
EUGENE STRULYOV

Account Number: 000000411605467

CHECKING SUMMARY

	AMOUNT
Beginning Balance	**$18,538.44**
Deposits and Additions	94,084.20
Checks Paid	-9,835.26
ATM & Debit Card Withdrawals	-1,300.00
Electronic Withdrawals	-79,665.32
Other Withdrawals	-5,610.00
Fees	-12.00
Ending Balance	**$16,200.06**

Your account ending in 8397 is linked to this account for overdraft protection.

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
489 ^	03/21	$100.00
490 ^	03/26	400.00
495 * ^	03/29	95.26
496 ^	03/29	5,610.00
499 * ^	04/02	100.00
500 ^	04/09	1,290.00
502 * ^	04/06	2,090.00
503 ^	04/06	150.00
Total Checks Paid		**$9,835.26**

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$18,538.44**
03/16	ATM Withdrawal 03/16 1077 E Brokaw Rd San Jose CA Card 1062	-200.00	18,338.44
03/19	Capital One Inv. Funds Wd PPD ID: 6911905424	**33,824.10**	52,162.54
03/21	ATM Withdrawal 03/21 1077 E Brokaw Rd San Jose CA Card 1062	-200.00	51,962.54
03/21	Chase Credit Crd Autopay PPD ID: 4760039224	-318.43	51,644.11
03/21	Check # 489	-100.00	51,544.11
03/22	E*Trade ACH Trnsfr PPD ID: 1391321258	**35,000.00**	86,544.11
03/22	03/22 Online Payment 7000551497 To Quicken Loans Inc	-60,000.00	26,544.11

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TRANSACTION DETAIL *(continued)*

DATE	DESCRIPTION	AMOUNT	BALANCE
03/23	Apple Inc. Payroll PPD ID: 1942404110	**3,933.53**	30,477.64
03/23	03/23 Online Payment 6922580608 To Zhiqiang Su / Chuanxue Wang	-3,000.00	27,477.64
03/26	Check # 490	-400.00	27,077.64
03/27	ATM Withdrawal 03/27 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	26,877.64
03/29	03/29 Online Payment 6935379471 To Quicken Loans Inc	-1,006.47	25,871.17
03/29	03/29 Online Payment 6932820020 To B Squared Realty	-340.41	25,530.76
03/29	Check # 496	-5,610.00	19,920.76
03/29	Check # 495	-95.26	19,825.50
04/02	ATM Check Deposit 04/02 1077 E Brokaw Rd San Jose CA Card 1062	**90.00**	19,915.50
04/02	04/02 Online Payment 7029487637 To Pacific Gas & Electric	-231.83	19,683.67
04/02	04/02 Online Transfer To Sav ...8397 Transaction#: 7029488280	-9,000.00	10,683.67
04/02	ATM Withdrawal 04/02 1077 E Brokaw Rd San Jose CA Card 1062	-200.00	10,483.67
04/02	Check # 499	-100.00	10,383.67
04/03	Quickpay With Zelle Payment From Julie Guisasola 7028324815	**1,900.00**	12,283.67
04/04	ATM Withdrawal 04/04 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	12,083.67
04/04	Citi Autopay Payment 082610163061614 Web ID: Citicardap	-62.99	12,020.68
04/06	ATM Check Deposit 04/06 1077 E Brokaw Rd San Jose CA Card 1062	**5,610.00**	17,630.68
04/06	Apple Inc. Payroll PPD ID: 1942404110	**3,961.57**	21,592.25
04/06	ATM Withdrawal 04/06 1077 E Brokaw Rd San Jose CA Card 1062	-300.00	21,292.25
04/06	Chase Credit Crd Autopay PPD ID: 4760039224	-3,984.90	17,307.35
04/06	Check # 502	-2,090.00	15,217.35
04/06	Check # 503	-150.00	15,067.35
04/09	04/07 Online Payment 7047045507 To San Jose Water Company	-128.66	14,938.69
04/09	Check # 500	-1,290.00	13,648.69
04/09	Starbright Schoo Billandpay PPD ID: Rf00017092	-1,185.00	12,463.69
04/10	Franchise Tax Bd Casttaxrfd PPD ID: 9282532045	**3,791.00**	16,254.69
04/10	Deposited Item Returned NSF 1St 099009364 Dep # of Items00001 Date040618Ck Amt0000561000 Svc Fee001200	-5,610.00	10,644.69
04/10	Deposit Item Returned Fee: 01 NSF 1St 099009364 Dep # of Items00001 Date040618Ck Amt0000001200 Svc Fee001200	-12.00	10,632.69
04/11	ATM Cash Deposit 04/11 1077 E Brokaw Rd San Jose CA Card 1062	**240.00**	10,872.69
04/11	ATM Check Deposit 04/11 1077 E Brokaw Rd San Jose CA Card 1062	**50.00**	10,922.69
04/11	ATM Check Deposit 04/11 1077 E Brokaw Rd San Jose CA Card 1062	**50.00**	10,972.69
04/11	Service Fee Reversal	**12.00**	10,984.69
04/12	Deposit 20686888	**5,622.00**	16,606.69
04/12	04/12 Online Payment 6976341398 To Comcast	-66.63	16,540.06
04/12	Transfer To Sav Xxxxxx7805	-340.00	16,200.06
	Ending Balance		**$16,200.06**

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Document received by the CA 6th District Court of Appeal.

A monthly Service Fee was not charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have direct deposits totaling $500.00 or more.**
  (Your total direct deposits this period were $84,443.73. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in this checking account of $1,500.00 or more**
  (Your minimum daily balance was $10,383.67)
- **OR, keep an average daily balance of qualifying linked deposits and investments of $5,000.00 or more**
  (Your average daily balance of qualifying linked deposits and investments was $26,055.38)

CHASE SAVINGS

EKATERINA STRULYOV
EUGENE STRULYOV

Account Number: 000003007558397

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	**$1,001.93**
Deposits and Additions	9,000.03
Ending Balance	**$10,001.96**
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	$0.03
Interest Paid Year-to-Date	$0.20

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$1,001.93**
04/02	Online Transfer From Chk ...5467 Transaction#: 7029488280	**9,000.00**	10,001.93
04/12	Interest Payment	**0.03**	10,001.96
	Ending Balance		**$10,001.96**

A monthly Service Fee was not charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of $300.00 or more.
(Your minimum daily balance was $1,001)

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Document received by the CA 6th District Court of Appeal.

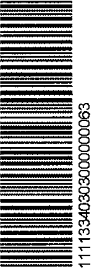
March 14, 2018 through April 12, 2018
Primary Account: **000000411605467**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

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