

**STATE OF NEW YORK SUPREME COURT
COUNTY OF ALBANY**

XIANGXIA CHEN,

Plaintiff,

- against -

DANIEL MAY,

Defendant.

Index No.: 901524-24

STATEMENT OF NET WORTH

Date of Commencement: 02/09/2024

STATE OF NEW YORK)
)ss.:
COUNTY OF ALBANY)

XIANGXIA CHEN, being duly sworn, deposes and says that, **subject to the penalties of perjury**, the following is an accurate statement as of **February 22, 2024**, of my net worth (assets of whatsoever kind and nature and wherever situated minus liabilities), statement of income from all sources and statement of assets transferred of whatsoever kind and nature and wherever situated and statement of expenses:

I. FAMILY DATA

(a)	Plaintiff's date of birth:	10/06/1978
(b)	Defendant's date of birth:	12/14/1978
(c)	Date married:	08/26/2003
(d)	Names and dates of birth of Child(ren) of the marriage:	Maximillian May (DOB: 12/14/2004)
(e)	Minor child(ren) of prior marriage:	N/A
(f)	Custody of child(ren) of prior marriage:	N/A
(g)	Plaintiff's present address:	34 Stony Brook Drive Selkirk, New York 12158
	Defendant's present address:	34 Stony Brook Drive Selkirk, New York 12158
(h)	Occupation/Employer of Plaintiff:	Customer Service
	Occupation/Employer of Defendant:	Business SYS Analyst NYS Tax Department

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II. **EXPENSES:** (List your current expenses on a monthly basis. If there has been any change in these expenses during the recent past please indicate). Items included under "other" should be listed separately with separate dollar amounts.)

(a)		Housing: Monthly	
	1.	Mortgage/Co-op Loan	\$1,367.68 (Paid by Defendant)
	2.	Home Equity Line of Credit/Second Mortgage	
	3.	Real Estate Taxes (if not included in mortgage payment)	Included in Mortgage
	4.	Homeowners/Renter's Insurance	Included in Mortgage
	5.	Homeowner's Association, Maintenance charges, Condominium charges	
	6.	Rent	
	7.	Other:	
		TOTAL: HOUSING	\$0.00
(b)		Utilities: Monthly	
	1.	Fuel Oil/Gas	\$89.63 (Paid by Defendant)
	2.	Electric	\$105.77 (Paid by Defendant)
	3.	Telephone	
	4.	Mobile Phone	\$55.85
	5.	Cable/Satellite TV	
	6.	Internet	
	7.	Alarm	
	8.	Water	\$77.67 (Paid by Defendant)
	9.	Other: Culligan Service Plan	
		TOTAL: UTILITIES	\$55.85
(c)		Food: Monthly	
	1.	Groceries	\$226.39
	2.	Dining Out/Take Out	\$51.08
	3.	Other:	
		TOTAL: FOOD	\$277.47
(d)		Clothing: Monthly	
	1.	Yourself	\$105.48
	2.	Child(ren)	\$85.45
	3.	Dry Cleaning	
	4.	Other	
		TOTAL: CLOTHING	\$190.93
(e)		Insurance: Monthly	
	1.	Life	
	2.	Fire, theft and liability and personal articles policy	

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	3.	Automotive	
	4.	Umbrella Policy	
	5.	Medical Plan	Unknown (Paid by Defendant)
		5A. Medical Plan for yourself (Including name of carrier and name of insured)	
		5B. Medical Plan for children (Including name of carrier and name of insured)	
	6.	Dental Plan	\$2.08
	7.	Optical Plan	
	8.	Disability	
	9.	Worker's Compensation	
	10.	Long Term Care Insurance	
	11.	Other	
		TOTAL: INSURANCE	\$2.08
(f)		Unreimbursed Medical: Monthly	
	1.	Medical	\$86.97
	2.	Dental	
	3.	Optical	
	4.	Pharmaceutical	
	5.	Surgical, Nursing, Hospital	
	6.	Psychotherapy	
	7.	Other	
		TOTAL: UNREIMBURSED MEDICAL	\$86.97
(g)		Household Maintenance: Monthly	
	1.	Repairs/Maintenance	
	2.	Gardening/landscaping	
	3.	Sanitation/carting	
	4.	Snow Removal	
	5.	Extermination	
	6.	Other	
		TOTAL: HOUSEHOLD MAINTENANCE	\$0.00
(h)		Household Help: Monthly	
	1.	Domestic (housekeeper, etc.)	
	2.	Nanny/Au Pair/Child Care	
	3.	Babysitter	
	4.	Other	
		TOTAL: HOUSEHOLD HELP	\$0.00
(i)		Automobile: Monthly (List a date for each car separately)	
		Year: 2019 Make: Chevy Trax Personal	
	1.	Lease or Loan Payments (indicate lease term)	\$256.88
	2.	Gas and Oil	\$134.03

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	3.	Repairs	
	4.	Car Wash	\$7.17
	5.	Parking and tolls	
	6.	Other	
		TOTAL: AUTOMOTIVE	\$398.08
(j)		Education Costs: Monthly	
	1.	Nursery and Pre-school	
	2.	Primary and Secondary	
	3.	College	\$97.27
	4.	Post-Graduate	
	5.	Religious Instruction	
	6.	School Transportation	
	7.	School Supplies/Books	\$18.45
	8.	School Lunches	
	9.	Tutoring	
	10.	School Events	
	11.	Child(ren)'s extra-curricular and educational enrichment activities (Dance, Music, Sports, etc.)	
	12.	Other:	\$74.00
		TOTAL: EDUCATION	\$190.92
(k)		Recreational: Monthly	
	1.	Vacations	
	2.	Movies, Theatre, Ballet, Etc.	
	3.	Music (Digital or Physical Media)	
	4.	Recreation Clubs and Memberships	
	5.	Activities for yourself	
	6.	Health Club	
	7.	Summer Camp	
	8.	Birthday party costs for your child(ren)	
	9.	Other: Peloton	
		TOTAL: RECREATIONAL	\$0.00
(l)		Income Taxes: Monthly	
	1.	Federal	\$7.95
	2.	State	\$61.19
	3.	City	
	4.	Social Security and Medicare	\$168.08
	5.	Number of dependents claimed in prior tax year	
	6.	List any refund received by you for prior tax year	
		TOTAL: INCOME TAXES	\$237.22
(m)		Miscellaneous: Monthly	
	1.	Beauty parlor/barber/Spa	
	2.	Toiletries/Non-Prescription Drugs	\$38.50
	3.	Books, magazines, newspapers	\$18.45

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	4.	Gifts to others	\$159.58
	5.	Charitable contributions	
	6.	Religious organizations dues	
	7.	Union and organization dues	
	8.	Commutation expenses	
	9.	Veterinarian/pet expenses	
	10.	Child support payments (for Child(ren) of a prior marriage or relationship pursuant to court order or agreement)	
	11.	Alimony and maintenance payments (prior marriage pursuant to court order or agreement)	
	12.	Loan payments	
	13.	Unreimbursed business expenses	
	14.	Safe Deposit Box rental fee	
		TOTAL: MISCELLANEOUS	\$216.58
(n)		Other: Monthly	
	1.	Check to Defendant for contribution toward bills	\$954.17
	2.	Cell Phone	\$71.15
	3.	Travel and transportation	\$70.28
		TOTAL: OTHER	
		TOTAL: MONTHLY EXPENSES	\$1,095.60

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III.	GROSS INCOME INFORMATION:		
	(a)	<p>Gross (total) income - as should have been or should be reported in the most recent Federal income tax return. (State whether your income has changed during the year preceding date of this affidavit. If so, please explain.)</p> <p>Attach most recent W-2, 1099s, K1s and income tax returns.</p> <p>List any amount deducted from gross income for retirement benefits or tax deferred savings.</p>	\$22,792.39
	(b)	To the extent not already included in gross income in (a) above:	
		1. Investment income, including interest and dividend income, reduced by sums expended in connection with such investment	
		2. Worker's compensation (indicate percentage of amount due to lost wages)	
		3. Disability benefits (indicate percentage of amount due to lost wages)	
		4. Unemployment insurance benefits	
		5. Social Security benefits	
		6. Supplemental Security Income	
		7. Public assistance	
		8. Food stamps	
		9. Veterans benefits	
		10. Pensions and retirement benefits	
		11. Fellowships and stipends	
		12. Annuity payments	
	(c)	If any child or other member of your household is employed, set forth name and that person's annual income:	
	(d)	List any maintenance and/or child support you are receiving pursuant to court order or agreement	
	(e)	Other:	

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IV. ASSETS (If any asset is held jointly with spouse or another, so state, and set forth your respective shares. Attach additional sheets, if needed)

A.	1.	Cash Accounts:	
		Cash	
	1.1	a. Location	
		b. Source of Funds	
		c. Amount as of date of commencement	
		d. Current amount	
		TOTAL: CASH	N/A
	2.	Checking Accounts:	
	2.1	a. Financial Institution	Wood Forest
		b. Account Number	****6109
		c. Title holder	Xiangxia Chen
		d. Date opened	Unknown
		e. Source of Funds	Wife's Income + Family
		f. Balance as of date of commencement	Approx. \$427.66
		g. Current balance	\$0.00
	2.2	a. Financial Institution	Bank of America
		b. Account Number	****84171
		c. Title holder	Xiangzia Chen
		d. Date opened	2017
		e. Source of Funds	Wife's Income + Family
		f. Balance as of date of commencement	Approx. \$2,457.14
		g. Current balance	Approx. \$2,457.14
	2.3	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Date opened	
		e. Source of Funds	
		f. Balance as of date of commencement	
		g. Current balance	
		TOTAL: Checking	
	3.	Savings Account (including individual, joint, totten trust, certificates of deposit, treasury notes)	
	3.1	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Type of account	
		e. Date opened	
		f. Source of Funds	

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		g. Balance as of date of commencement	
		h. Current balance	
	3.2	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Type of account	
		e. Date opened	
		f. Source of Funds	
		g. Balance as of date of commencement	
		h. Current balance	
		TOTAL: Savings	
		TOTAL: Accounts	
B.	4.	Real Estate (Including real property, leaseholds, life estates, etc. at market value – do not deduct any mortgage)	
	4.1	a. Description	34 Stony Brook Drive Selkirk, New York 12158
		b. Title owner	Joint
		c. Date of acquisition	02/22/2017
		d. Original price	\$277,009.00
		e. Source of funds to acquire	Marital
		f. Amount of mortgage or lien unpaid	\$1,367.68
		g. Estimate current fair market value	To be appraised
	4.2	a. Description	
		b. Title owner	
		c. Date of acquisition	
		d. Original price	
		e. Source of funds to acquire	
		f. Amount of mortgage or lien unpaid	
		g. Estimate current fair market value	
		TOTAL: Real Estate	TBD
C.	5.	Retirement Accounts (e.g. IRAs, 401(k)s, 403(b)s, pension, profit sharing plans, deferred compensation plans, etc.)	
	5.1	a. Description	401(k) Plan
		b. Location of assets	Amazon
		c. Title Owner	Xiangxia Chen
		d. Date of acquisition	01/23/2022
		e. Source of funds	Marital
		f. Amount of unpaid liens	Unknown
		g. Value as of date of commencement	TBD
		h. Current value	\$6,806.48
	5.2	a. Description	

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		b. Location of assets	
		c. Title Owner	
		d. Date of acquisition	
		e. Source of funds	
		f. Amount of unpaid liens	
		g. Value as of date of commencement	
		h. Current value	
		TOTAL: Retirement Accounts	TBD
D.	6.	Vehicles (Auto, Boat, Truck, Plane, Camper, Motorcycles, etc.)	
	6.1	a. Description	2019 Chevrolet Trax
		b. Title owner	Xiangxia Chen
		c. Date of acquisition	02/14/2022
		d. Original price	\$38,009.20
		e. Source of funds to acquire	Marital
		f. Amount of lien unpaid	\$256.88 per month
		g. Current fair market value	To be valued
		h. Value as of date of commencement	To be valued
	6.2	a. Description	2020 Jaguar F-Pace 3.0 RSPT
		b. Title owner	Daniel May
		c. Date of acquisition	07/26/2023
		d. Original price	\$42,200.00
		e. Source of funds to acquire	Marital
		f. Amount of lien unpaid	Unknown
		g. Current fair market value	To be valued
		h. Value as of date of commencement	To be valued
		TOTAL: Value of Vehicles	TBD
E.	7.	Jewelry, art, antiques, household furnishings, precious objects, gold and precious metals (only if valued at more than \$500)	
	7.1	a. Description	Martin Guitar (2695093)
		b. Title Owner	Daniel May
		c. Location	Marital Residence
		d. Original price or value	Unknown
		e. Source of funds to acquire	Marital
		f. Amount of lien unpaid	Unknown
		g. Value as of date of commencement	To be valued
		h. Estimate Current Value	To be valued
		i. Value as of date of commencement	To be valued
	7.2	a. Description	Taylor Guitar GS Mini
		b. Title Owner	Daniel May
		c. Location	Marital Residence

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		d. Original price or value	Unknown
		e. Source of funds to acquire	Marital
		f. Amount of lien unpaid	Unknown
		g. Value as of date of commencement	To be valued
		h. Estimate Current Value	To be valued
		i. Value as of date of commencement	To be valued
		TOTAL:	TBD
		IF YOU HAVE NO OTHER ASSETS OR BUSINESS INTERESTS, GO TO THE LIABILITIES SECTION ON PAGE 16	
F.	8.	Interest in any Business	
	8.1	a. Name and Address of Business	
		b. Type of Business (corporate, partnership, sole proprietorship or other)	
		c. Your percentage of interest	
		d. Date of acquisition	
		e. Original price or value	
		f. Source of funds to acquire	
		g. Net worth of business and date of such valuation	
		h. Other relevant information	
		TOTAL: Value of Business Interest	N/A
G.	9.	Cash Surrender Value of Life Insurance	
	9.1	a. Insurer's name and address	
		b. Name of insured	
		c. Policy number	
		d. Face amount of policy	
		e. Policy owner	
		f. Date of acquisition	
		g. Source of funds	
		h. Cash surrender value as of date of commencement	
		i. Current cash surrender value	
	9.2	a. Insurer's name and address	
		b. Name of insured	
		c. Policy number	
		d. Face amount of policy	
		e. Policy owner	
		f. Date of acquisition	
		g. Source of funds	
		h. Cash surrender value as of date of commencement	
		i. Current cash surrender value	N/A

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H.	10.	Investment Accounts/Securities/Stock Options/Commodities/Broker Margin Accounts	
	10.1	a. Description	
		b. Title holder	
		c. Location	
		d. Date of acquisition	
		e. Source of funds	
		f. Value as of date of commencement	
		g. Current value	
	10.2	a. Description	
		b. Title holder	
		c. Location	
		d. Date of acquisition	
		e. Source of funds	
		f. Value as of date of commencement	
		g. Current Value	
		TOTAL: Investment Accounts/Securities/Stock Options/Commodities/Broker Margin Accounts	N/A
		TOTAL Value of Securities	N/A
I.	11.	Loans to Others and Accounts Receivable	
	11.1	a. Debtor's Name and Address	
		b. Original amount of loan or debt	
		c. Source of funds from which loan made or origin of debt	
		d. Date payment(s) due	
		e. Amount due as of date of commencement	
		f. Current amount due	
		TOTAL: Loans to Others and Accounts Receivable	N/A
J.	12.	Contingent Interests (stock options, interests subject to life estates, prospective inheritances)	
	12.1	a. Description	
		b. Location	
		c. Date of vesting	
		d. Title owner	
		e. Date of acquisition	
		f. Original price or value	
		g. Source of acquisition to acquire	
		h. Method of valuation	
		i. Value as of date of commencement	
		j. Current value	
		TOTAL: Contingent Interests	N/A
K.	13.	Other Assets (e.g., tax shelter investments, collections, judgments, causes of action, patents, trademarks,	

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		copyrights, and any other asset not hereinabove itemized)	
	13.1	a. Description	
		b. Title owner	
		c. Location	
		d. Original Price or value	
		e. Source of funds to acquire	
		f. Amount of lien unpaid	
		g. Value as of date of commencement	
		h. Current value	
		TOTAL: Other Assets	N/A
		TOTAL ASSETS:	TBD

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V.		LIABILITIES	
A.	1.	Accounts Payable	
	1.1	a. Name and address of creditor	NBT Bank
		b. Debtor	Daniel May
		c. Amount of original debt	Unknown
		d. Date of incurring debt	Unknown
		e. Purpose	Unknown
		f. Monthly or other periodic payment	Unknown
		g. Amount of debt as of date of commencement	Approx. \$36,770.00
		h. Amount of current debt	Approx. \$36,770.00
	1.2	a. Name and address of creditor	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Accounts Payable	\$36,770.00
B.		Credit Card Debt	
	2.	2.1 a. Creditor	Bank of America
		b. Debtor	Xiangxia Chen
		c. Amount of original debt	\$1,610.88
		d. Date of incurring debt	01/2024
		e. Purpose	Household/Marital Expenses
		f. Monthly or other periodic payment	\$25.00
		g. Amount of debt as of date of commencement	Approx. \$1,610.88
		h. Amount of current debt	Approx. \$1,610.88
	2.2	a. Creditor	Synchrony/Amazon
		b. Debtor	Xiangxia Chen
		c. Amount of original debt	\$0.00
		d. Date of incurring debt	Unknown
		e. Purpose	Household/Marital Expenses
		f. Monthly or other periodic payment	\$0.00
		g. Amount of debt as of date of commencement	\$0.00
		h. Amount of current debt	\$0.00

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	2.3	a. Creditor	Macy's Rewards Card
		b. Debtor	Xiangxia Chen
		c. Amount of original debt	\$0.00
		d. Date of incurring debt	Unknown
		e. Purpose	Household/Marital Expenses
		f. Monthly or other periodic payment	\$0.00
		g. Amount of debt as of date of commencement	\$0.00
		h. Amount of current debt	\$.00
	2.3	a. Creditor	Lowe's
		b. Debtor	Xiangxia Chen
		c. Amount of original debt	Unknown
		d. Date of incurring debt	\$0.00
		e. Purpose	Unknown
		f. Monthly or other periodic payment	Household/Marital Expenses
		g. Amount of debt as of date of commencement	\$0.00
		h. Amount of current debt	\$0.00
	2.4	a. Creditor	Capital One
		b. Debtor	Daniel May
		c. Amount of original debt	Unknown
		d. Date of incurring debt	Unknown
		e. Purpose	Unknown
		f. Monthly or other periodic payment	Unknown
		g. Amount of debt as of date of commencement	Approx. \$5,359.00
		h. Amount of current debt	Approx. \$5,359.00
	2.5	a. Creditor	Capital One
		b. Debtor	Daniel May
		c. Amount of original debt	Unknown
		d. Date of incurring debt	Unknown
		e. Purpose	Unknown
		f. Monthly or other periodic payment	Unknown
		g. Amount of debt as of date of commencement	Approx. \$4,226.00
		h. Amount of current debt	Approx. \$4,226.00
	2.6	a. Creditor	Discover
		b. Debtor	Daniel May
		c. Amount of original debt	Unknown
		d. Date of incurring debt	Unknown
		e. Purpose	Unknown

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		f. Monthly or other periodic payment	Unknown
		g. Amount of debt as of date of commencement	Approx. \$2,078.00
		h. Amount of current debt	Approx. \$2,078.00
	2.7	a. Creditor	JPMCB
		b. Debtor	Daniel May
		c. Amount of original debt	Unknown
		d. Date of incurring debt	Unknown
		e. Purpose	Unknown
		f. Monthly or other periodic payment	Unknown
		g. Amount of debt as of date of commencement	Approx. \$1,959.00
		h. Amount of current debt	Approx. \$1,959.00
	2.8	a. Creditor	Best Buy
		b. Debtor	Daniel May
		c. Amount of original debt	Unknown
		d. Date of incurring debt	Unknown
		e. Purpose	Unknown
		f. Monthly or other periodic payment	Unknown
		g. Amount of debt as of date of commencement	Unknown
		h. Amount of current debt	Unknown
		TOTAL: Credit Card Debt	\$15,232.88
C.	3.	Mortgages Payable on Real Estate	
	3.1	a. Name and address of mortgagee	Quicken Loans
		b. Address of property mortgaged	34 Stony Brook Drive Selkirk, New York 12158
		c. Mortgagor(s)	Daniel May
		d. Original debt	\$159,472.00
		e. Date of incurring debt	06/30/2020
		f. Monthly or other periodic payment	\$1,367.68
		g. Maturity date	Unknown
		h. Amount of debt as of date of commencement	Approx. \$78,755.12
		i. Amount of current debt	Approx. \$78,755.12
	3.2	a. Name and address of mortgagee	
		b. Address of property mortgaged	
		c. Mortgagor(s)	
		d. Original debt	
		e. Date of incurring debt	
		f. Monthly or other periodic payment	
		g. Maturity date	
		h. Amount of debt as of date of	

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		commencement	
		i. Amount of current debt	
		TOTAL: Mortgages Payable	\$78,755.12
D.	4.	Home Equity and Other Lines of Credit	
	4.1	a. Name and address of mortgagee	
		b. Address of property mortgaged	
		c. Mortgagor(s)	
		d. Original debt	
		e. Date of incurring debt	
		f. Monthly or other periodic payment	
		g. Maturity date	
		h. Amount of current debt	
		i. Current equity	
		TOTAL: Home Equity and Other Lines of Credit	N/A
E.	6.	Notes Payable	
	6.1	a. Name and address of noteholder	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
	6.2	a. Name and address of noteholder	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Notes Payable	N/A
F.	7.	Brokers Margin Accounts	
	7.1	a. Name and address of broker	
		b. Amount of original debt	
		c. Date of incurring debt	
		d. Purpose	
		e. Monthly or other periodic payment	
		f. Amount of debt as of date of commencement	
		g. Amount of current debt	
		TOTAL: Broker's Margin Accounts	N/A

[UCS Rev. 6/2016 eff. 8/1/16]

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Attorneys at Law
270 Mount Hope Drive
Albany, New York 12202
P (518) 465-1451 / F (518) 465-1458

G.	8.	Taxes Payable	
	8.1	a. Description of Tax	
		b. Amount of Tax	
		c. Date Due	
		TOTAL: Taxes Payable	N/A
H.	9.	Loans on Life Insurance Policies	
	9.1	a. Name and address of insurer	
		b. Amount of loan	
		c. Date incurred	
		d. Purpose	
		e. Name of Borrower	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Loans on Life Insurance	N/A
I.	10.	Installment accounts payable (security agreements, chattel mortgages)	
	10.1	a. Name and address of creditor	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Installment Accounts	N/A
J.	11.	Other Liabilities	
	11.1	a. Description	
		b. Name and address of creditor	
		c. Debtor	
		d. Original amount of debt	
		e. Date incurred	
		f. Purpose	
		g. Monthly or other periodic payment	
		h. Amount of debt as of date of commencement	
		i. Amount of current debt	
	11.2	a. Description	
		b. Name and address of creditor	
		c. Debtor	
		d. Original amount of debt	
		e. Date incurred	

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		f. Purpose	
		g. Monthly or other periodic payment	
		h. Amount of debt as of date of commencement	
		i. Amount of current debt	
		TOTAL: Other Liabilities	N/A
		TOTAL LIABILITIES	TBD

[UCS Rev. 6/2016 eff. 8/1/16]

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VI. ASSETS TRANSFERRED

List all assets transferred in any manner during the preceding three years, or length of the marriage, whichever is shorter. Note: Transfers in the routine course of business which resulted in an exchange of assets of substantially equivalent value need not be specifically disclosed where such assets are otherwise identified in the Statement of Net Worth.

Description of Property	To Whom Transferred and Relationship to Transferee	Date of Transfer	Value
None.			

VII. LEGAL & EXPERT FEES

Please state the amount you have paid to all lawyers and experts retained in connection with your marital dissolution, including name of professional, amounts and dates paid, and source of funds. Attach retainer agreement for your present attorney: I have paid my attorneys an initial retainer of \$7,500.00 and agree to pay the following: Barrett D. Mack, Esq., \$425.00 per hour; Associate Counsel, \$415.00 - \$350.00 per hour; Paralegals, \$225.00 - \$150.00 per hour; plus costs and disbursements of this action.

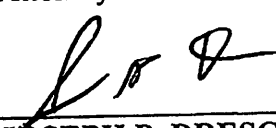
VIII. OTHER DATA CONCERNING THE FINANCIAL CIRCUMSTANCES OF THE PARTIES THAT SHOULD BE BROUGHT TO THE ATTENTION OF THE COURT ARE: None at this time.

The foregoing statements and a rider consisting of 0 page(s) annexed hereto and made a part hereof, have been carefully read by the undersigned who states that they are true and correct and states same, under oath, subject to the penalties of perjury.




XIANGXIA CHEN

This is the 1st Statement of Net Worth I have filed in this proceeding.

Attorney Certification:


JOSEPH P. DRESCHER, ESQ.

Sworn to before me this
20th day of February 2024.



Notary Public
Sheila Gray
Notary Public, State of New York
Qualified in Albany County
No. 01GR6115566
Commission Expires September 7, 2024

- REQUIRED ATTACHMENTS:**
- Retainer Agreement
 - Most recent W-2, 1009s, K1s and Income Tax Returns
 - Tax Returns

[UCS Rev. 6/2016 eff. 8/1/16]

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Attorneys at Law
270 Mount Hope Drive
Albany, New York 12202
P (518) 465-1451 / F (518) 465-1458

NYSCEF DOC NO 7
Form W-2 Wage and Tax Statement 2022

c Employer's name, address, and ZIP code
STATE OF NEW YORK
110 STATE STREET
ALBANY NY 12207

e Employee's name, address, and ZIP code
DANIEL MAY
34 STONY BROOK DRIVE
SELKIRK NY 12151

7 Social security tips	1 Wages, tips, other comp. RECEIVED 76,525.99	2 Federal income tax withheld 5,664.05
8 Allocated tips	3 Social security wages 81,257.57	4 Social security tax withheld 5,037.97
9	5 Medicare wages and tips 81,257.57	6 Medicare tax withheld 1,178.23
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12 DD 27,287.00
13 Statutory employee Retirement plan Third-party sick pay 14 Other 414H 4,731.58	12b	12c
b Employer identification number (EIN) 14-6013200	12d	
a Employee's social security no. 466-83-1587		
15 State Employer's state ID no. NY 146013200	16 State wages, tips, etc. 76,525.99	17 State income tax 3,899.84
18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Copy B To Be Filed With Employee's FEDERAL Tax Return This information is being furnished to the Internal Revenue Service. Dept. of the Treasury - IRS
OMB No. 1545-0008 Visit the IRS Web Site at www.irs.gov/efile

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form W-2 Wage and Tax Statement 2022

c Employer's name, address, and ZIP code
STATE OF NEW YORK
110 STATE STREET
ALBANY NY 12207

e Employee's name, address, and ZIP code
DANIEL MAY
34 STONY BROOK DRIVE
SELKIRK NY 12151

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Copy C For EMPLOYEE'S RECORDS (See Notice to Employee on back of Copy B.) OMB No. 1545-0008 Dept. of the Treasury - IRS

Form W-2 Wage and Tax Statement 2022

c Employer's name, address, and ZIP code
STATE OF NEW YORK
110 STATE STREET
ALBANY NY 12207

e Employee's name, address, and ZIP code
DANIEL MAY
34 STONY BROOK DRIVE
SELKIRK NY 12151

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Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return OMB No. 1545-0008 Dept. of the Treasury - IRS

Form W-2 Wage and Tax Statement 2022

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STATE OF NEW YORK
110 STATE STREET
ALBANY NY 12207

e Employee's name, address, and ZIP code
DANIEL MAY
34 STONY BROOK DRIVE
SELKIRK NY 12151

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Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return 21 of 29 OMB No. 1545-0008 5208 Dept. of the Treasury - IRS

MACK & ASSOCIATES, PLLC

Kenwood Office Park
270 Mount Hope Drive
Albany, New York 12202
Telephone (518) 465-1451
Facsimile (518) 465-1458

RETAINER AGREEMENT **DOMESTIC RELATIONS MATTER**

This is a written Retainer Agreement between attorney and client as required by the Appellate Division of Supreme Court, New York State, pursuant to Title 22 of the official compilation of the codes, rules and regulations of the State of New York.

In consideration of the mutual covenants, and conditions set forth herein, the parties agree as follows:

1. Mack & Associates, PLLC hereinafter referred to as the "law firm," agrees to undertake the legal representation of

Xiangxia Chen
34 Stony Brook Drive
Selkirk, NY 12158
(518) 368-4230
mynewlife818@@gmail.com

hereinafter referred to as the "client", with regard to a Divorce matter against Daniel May.

RETAINER FEE

2. The client shall pay a retainer fee in the amount of \$ 7,500.00 upon the signing of this Agreement. No services will be rendered until this initial retainer fee is paid. The retainer fee initially hires the services of the law firm to represent the client. The nature and extent of the services, which shall be rendered, may be such that additional fees may be requested during the course of this representation. The retainer fee is a refundable retainer fee. All charges to your account with us will be applied against the retainer. All charges will be billed to you as described below.

TERMS OF COMPENSATION

3. The law firm endeavors to afford the client the highest degree of professional representation possible and as such, Attorneys and Paralegals may be utilized to assist the attorney handling this file. The hourly rate shall be billed as follows:

Barrett D. Mack, Esq., \$425.00, per hour
Lucas G. Mihuta, Esq., \$415.00, per hour
Brenda K. Eckstein, Esq., \$415.00, per hour
Amanda S. Connors, Esq., \$350.00, per hour
Joseph P. Drescher, Esq., \$350.00 per hour

Katelyn M. Pompey, Esq., \$350.00, per hour
Nevin J. Smith, Esq., \$350.00, per hour

Sarah Keefer, Paralegal, \$225.00 per hour
Sheila Gray, Paralegal, \$225.00, per hour
Rebecca Duncan, Senior Legal Assistant, \$200.00, per hour
Law Clerks, \$200.00 per hour
Legal Assistants, \$150.00, per hour

There shall be no increase in the above hourly rates absent a specific written amendment to this Agreement executed by both the firm and the client.

It is possible that more than one attorney will work on your file & represent you. This includes court appearances. You are advised that any attorney associated with our office can appear & represent you in any court proceedings & you agree to that.

REFUND UPON DISCHARGE/LIENS

4. The client understands that the client has the absolute right to cancel this Retainer Agreement and discharge the firm at any time. However, should any fees or disbursements be due and owing to the firm at the time of the discharge, the firm shall have the right, in addition to any other remedy, to impose a "retaining lien", i.e., a lien upon the transfer of the file to a new attorney until all fees and disbursements are paid, or to seek a "charging lien", i.e., a lien upon the property that is awarded to the client as a result of the equitable distribution in the final Order or Judgment in the client's case. No such lien may attach to maintenance or child support payments.

5. The retainer fee will serve as a credit against the entire bill for legal services rendered when the bill exceeds the amount of the retainer and only in that event.

TYPES OF SERVICES TO BE BILLED

6. PLEASE NOTE: The above rates shall apply to all time expended upon the client's behalf commencing upon the signing of this agreement and continuing thereafter until the matter is concluded. The client understands that the time expended by all attorneys and paralegals in rendering services to the client shall be billed and that the aforesaid services shall include but not be limited to time expended upon telephone conferences, conferences in or outside of the office, review and dictation of documents, correspondence, legal research, attendance at depositions, drafting of pleadings, motion papers and affidavits, the review and analysis of financial documents, appearances in court, travel to and from appearances and the preparation necessary for all court appearances, depositions or conferences required to properly conclude the matter.

INTERMITTENT BILLING AND TERMS FOR PAYMENT

7. The firm shall further endeavor to provide the client with intermittent billing statements on a monthly or bi-monthly basis, showing the unused balance of the client's retainer or the balance due to the firm. The client should note that billing statements will generally, if not otherwise stated on the face of the statement, reflect amounts for services rendered as of the last day of the month immediately preceding the date of the statement, together with disbursements incurred and any past due amounts there may be. The client is expected to read and review all billing statements and raise any objections there

may be to such statements within thirty (30) days of receipt of the same. From time to time, the client may be requested to acknowledge in writing the balance due to the firm, which may accrue during the course of the action. A request for additional funds to be applied towards the client's retainer may be requested by the law firm to client in order to replenish the client's retainer. The firm shall not charge the client for attorney, paralegal or law clerk time expended with respect to the discussion of billing matters.

_____ I agree to accept the law firm's billing statements via email. My email address is **mynewlife818@@gmail.com**.

ADDITIONAL TRIAL RETAINER

8. If your legal matter has to resolve via a trial and/or hearing, we may at that time require an additional retainer in an amount to be determined at that time. Of course, we will discuss this issue with you well in advance of a possible trial date.

PAYMENT OF DISBURSEMENTS

9. The client further agrees to pay the law firm all reasonable and necessary costs and disbursements incurred during the course of representation. These disbursements normally include, but are not limited to items such as the following: Court costs (i.e. filing for index numbers, requests for judicial intervention), mandatory surcharges imposed by the Court (Commencing April 1, 2021 there is a 2.99% service fee charged by New York State for all electronically filed matters), service of process, legal recording, photocopying, travel and related costs where applicable. Costs and disbursements are billed in addition to fees for services rendered and shall be charged against any retainer paid pursuant to this Agreement.

CONTRIBUTION FROM SPOUSE AND RESPONSIBILITY OF CLIENT

10. In the event that it becomes necessary to request a contribution of the attorney's fees from the client's spouse, it is understood that at the conclusion of the case when the final billing is totaled, that the client will be given credit for any actual amounts of attorney's fees recovered from the spouse. However, the client remains solely and personally responsible for the payment of the retainer, together with any additional fees and costs which may be incurred during the course of the representation.

SECURITY INTEREST

11. In the event the client does not have funds readily available to pay additional fees as they accrue, the firm may, as an accommodation, agree to take a security interest in property in lieu of immediate payment. A security interest may take the form of a confession of judgment, promissory note, or mortgage upon a specified property. In either event, a lien will attach to your property. In the case of the client's marital residence, any such security interest shall be non-foreclosable, i.e., the firm shall not force the sale of the client's home, but would be paid at the time the client sells the premises. The client is advised that any such security interest can be granted to the firm only with permission of the justice assigned to the client's case upon an application on notice to the opposing party, and after an application has been made for the client's spouse to pay any outstanding fees. In the event such an application for payment of counsel fees by the client's spouse and a security interest for the fees due to the firm is made to the Court, the client agrees to cooperate in connection with such application and to consent to the relief being requested from the court. Failure on the part of the client to so cooperate and consent shall

be deemed as basis to seek withdrawal from representation of the client.

CHARGING OF INTEREST

12. PLEASE NOTE: All payments are due immediately upon the client's receipt of the statement. In the event that any billing statement remains due and unpaid for a period in excess of sixty (60) days, the law firm shall have the discretion to charge upon any past due amount interest at the rate of twelve percent (12%) per annum.

HIRING AND PAYMENT OF EXPERTS

13. It is also agreed that it may become necessary to request additional services of outside experts, including tax consultants, accountants, real estate appraisers, real estate attorneys, estate attorneys, and business and pension evaluators. However, no such outside experts shall be retained unless specifically authorized and agreed to in advance by the client. It is understood that these experts may have separate Retainer Agreements entered into directly between the client and such expert; if so, the client will solely be responsible for all fees due and owing to such outside experts.

NOTICE OF CASE STATUS AND PROVISION OF COPIES

14. The firm shall keep the client informed of the status of the case and agree to explain the laws pertinent to the client's situation, the available course of action, and the attendant risks. The firm shall notify the client promptly of any developments in the case, including court appearances, and will be available for meetings and telephone conversations with the client at mutually convenient times. The firm insists that appointments be made for personal visits to the office. Copies of all papers will be supplied to the client as they are prepared (unless the client request to the contrary in writing) and the client will be billed a reasonable photocopy charge for these materials which will be included in the periodic billing statements forwarded to the client.

NO GUARANTEE OF RESULTS

15. It is understood that the law firm will diligently and faithfully attempt to reach a settlement and/or to prosecute or pursue this matter to the best of the attorney's abilities and in any manner which is in the client's best interests. The law firm makes no promises express or implied, except that it shall utilize the utmost professional skill and diligence to attain the most equitable result in this given action. The client understands no specific results can be guaranteed.

RIGHT TO ARBITRATION

16. In the event that a dispute arises between the firm and the client pertaining to attorney fees and disbursements, the client has the right to arbitration of the dispute pursuant to Part 137 of the rules of the Chief Administrator of the Courts, a copy of which is available upon request, and/or will be provided in the event of a dispute.

CLIENT'S OBLIGATION REGARDING ATTORNEY CERTIFICATION

17. The client understands that pursuant to Court rule, the firm is required, as your attorneys, to certify court papers submitted by you which contain statements of fact, and specifically to certify that the firm has no knowledge that the substance of any such submission is false. Accordingly, the client agrees to provide the firm with complete and accurate information which forms the basis of court papers and to certify in writing to the firm, prior to the time the papers are actually submitted to the court, the accuracy of the court submissions which the firm prepares upon the client's behalf and which the client shall review and sign.

ENTIRE AGREEMENT

18. This Agreement represents the complete understanding of the parties; and it constitutes the only Retainer Agreement in this action, authorizing the law firm to act on the client's behalf, there being no other understandings or Agreement whatsoever.

FILE RETENTION

19. Unless the Client specifically requests the Client's file from the Firm at the competition of the representation, the firm will maintain the client's file for at least seven (7) years after the representation is completed. At that time, the Client's file may be confidentially shredded.

RIGHT TO COUNSEL

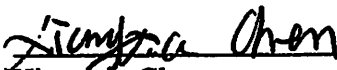
20. The client hereby acknowledges that he or she has been advised by the law firm not to sign this Retainer Agreement unless the client fully and completely understands it, and further that the client has the absolute right to consult with an attorney, independent from the law firm, before signing this Retainer Agreement.


TAX MATTERS

21. It is understood that the attorney will provide no advice relative to tax matters. It is suggested that the client direct all questions concerning tax matters to an accountant or tax attorney.

I have read and understand the within Retainer Agreement. I have received a copy of the same and accept and agree to be bound by all of its items.

Dated: 2/2/24


 Xiangxia Chen
 34 Stony Brook Drive
 Selkirk, NY 12158
 (518) 368-4230
 mynewlife818@gmail.com


 By: Barrett D. Mack, Esq.
MACK & ASSOCIATES, PLLC
 270 Mount Hope Drive
 Albany, New York 12202
 Ph: (518) 465-1451 / Fx: (518) 465-1458
 E-mail: bdm@mack-associates.com

Barrett D. Mack, Esq. •
Lucas G. Mihuta, Esq. *

MACK PLLC & ASSOCIATES

Telephone (518) 465-1451
Facsimile (518) 465-1458
www.mack-associates.com

Amanda S. Connors, Esq.
Katelyn M. Pompey, Esq.
Brenda K. Eckstein, Esq. ☐ ∞

270 Mount Hope Drive – Albany, NY 12202

Service by Fax/E-mail Not Accepted

Louis-Jack Pozner, Esq. ☐
Joseph P. Drescher, Esq. ∞
Nevin J. Smith, Esq.

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after the commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration: your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.

