

**COMMONWEALTH OF MASSACHUSETTS
SUPREME JUDICIAL COURT FOR THE COMMONWEALTH**

DAR-_____

Appeals Court Docket No. _2026-P-0361
(Lower Court: BE20D0145)

CONGHUI ZHENG,
Plaintiff/Appellee,

v.

HONG LIANG SHEN,
Defendant/Appellant.

**APPLICATION OF DEFENDANT/APPELLANT HONG LIANG SHEN
FOR DIRECT APPELLATE REVIEW
PURSUANT TO MASS. R. APP. P. 11**

I. REQUEST FOR DIRECT APPELLATE REVIEW

Pursuant to Mass. R. App. P. 11, Defendant-Appellant Hong Liang Shen respectfully applies to this Court for direct appellate review of the January 27, 2026 order of the Berkshire Probate and Family Court (Doyle, J.) denying Defendant's Motion for Relief from Void Judgments pursuant to Mass. R. Civ. P. 60(b)(4). The appeal was docketed in the Appeals Court on March 17, 2026.

Direct appellate review is warranted on three independent grounds. First, this appeal presents two questions of first impression under state law concerning the constitutional limits of Probate Court authority — each implicating Articles 29 and 30 of the Massachusetts Declaration of Rights. Issue 1 is directly governed by this Court's holding in *Bower v. Bournay-Bower*, 469 Mass. 690 (2014), which held that a Probate Court judge commits an unlawful delegation of judicial authority by compelling a party to submit to the binding decision-making authority of a private third party without that party's consent. Second, both questions present constitutional issues under the Massachusetts Declaration of Rights appropriate for final determination by the full Court. Third, and independently, Issue 2 — whether the Probate Court's order effectively authorized a private real estate broker, unlicensed to practice law, to engage in the practice of law by rendering binding determinations

on title status and disclosure — falls within the exclusive inherent jurisdiction of the Supreme Judicial Court over the regulation of the practice of law. *Matter of the Discipline of an Attorney*, 392 Mass. 827, 836 (1984). The power to define the boundaries of the practice of law belongs to this Court alone. Where that boundary is at issue, direct review by this Court is not merely appropriate — it is structurally required.

Defendant expressly reserves all federal due process constitutional claims, Defendant does not submit those federal claims to this Court for adjudication. *England v. Louisiana State Board of Medical Examiners*, 375 U.S. 411 (1964); *Government Employees v. Windsor*, 353 U.S. 364 (1957). The grounds for direct appellate review presented herein are grounded exclusively in Massachusetts state constitutional and common law.

II. STATEMENT OF KEY PRIOR PROCEEDINGS

This matter arises from a divorce proceeding in the Berkshire Probate and Family Court, Docket No. BE20D0145. The original Judgment of Divorce Nisi did not contain any provision requiring the parties to execute a listing agreement with a specific realtor, to follow a realtor's recommendations regarding the terms of a Purchase and Sale Agreement, or to delegate binding authority over the property sale to any private third party.

On September 29, 2023, following a contempt proceeding, the Probate Court entered a judgment ordering the parties to execute a listing agreement with the previous realtor, Robin Moore of Berkshire Real Estate, whose contract with the parties has expired, to follow all of the realtor's recommendations regarding the negotiating and terms of a Purchase and Sale Agreement, and to execute all documents required to complete the transfer of the former marital home.

On October 19, 2023, Plaintiff filed a complaint for contempt. Defendant executed the listing agreement on October 30, 2023, and an amended listing agreement on December 20, 2023. On January 3, 2024, a Purchase and Sale Agreement was presented to the parties. Defendant executed with an inclusion of a Special Conditions disclosure in Section 34 of the agreement concerning the title status of the property. On January 4, 2024, the court entered a contempt judgment finding that the inserted language had not been recommended by the realtor and holding Defendant in contempt for insisting upon it.

On January 13, 2026, Defendant filed a Motion for Relief from Void Judgments pursuant to Mass. R. Civ. P. 60(b)(4). On January 27, 2026, Judge Dana Doyle denied the motion. Defendant filed a timely Notice of Appeal, and the appeal was docketed in the Appeals Court on March 17, 2026.

III. STATEMENT OF KEY RELEVANT FACTS

The original Judgment of Divorce Nisi, dated December 7, 2022, provided that if the Wife was unable to refinance the property, the property would be listed for sale by a mutually agreed realtor, and that the Husband would receive \$85,309.00 from the sale proceeds after payment of customary closing costs. It did not designate any specific realtor, did not require the parties to follow any realtor's recommendations, and did not delegate binding authority over the sale terms to any third party.

The September 29, 2023 judgment provided, in relevant part:

"The parties shall *forthwith* execute a listing agreement with the previously agreed upon realtor, shall further execute a purchase and sale agreement to sell the former marital home and shall effectuate the sale of the home in a timely manner.

The parties shall follow *all* recommendations of the realtor regarding the negotiating and terms contained in the Purchase and Sale Agreement and shall execute any and all documents at the closing required to complete the transfer of title to the property."

At the time of the September 29, 2023 order, the listing contract between the parties and realtor Robin Moore had already expired. The order therefore compelled Defendant to enter into a new contractual relationship with Moore without his consent, and vested in Moore binding authority over all terms of the Purchase and Sale Agreement.

On January 3, 2024, the realtor presented a Purchase and Sale Agreement for the property at 127 Oak Hill Road, Pittsfield, Massachusetts. Defendant executed the agreement with the inclusion of the following Special Conditions disclosure in Section 34 (the "Seller's Note"):

"The sales price was ordered by Berkshire Probate court in a second Contempt hearing based on its Judgment on seller Hong Liang Shen's Complaint of Contempt; and seller Hong Liang Shen has appealed the court's judgment on his complaint of contempt; whether the judgment on his complaint of Contempt by the Berkshire Probate Court is valid or not may take many months to be determined by the Appeals court. The Appeals Docket# 2023-P-1468, please consult with your attorney."

This disclosure informed the prospective buyer that: (1) the sale price had been set by court order in a contempt proceeding; (2) Defendant had appealed that contempt judgment, then pending before the Appeals Court as Docket No. 2023-P-1468; and (3) the validity of the court order compelling the sale might not be resolved for many months. Defendant advised the buyer to consult with an attorney.

Plaintiff's emergency motion, filed January 3, 2024, alleged that this disclosure language was "not recommended by the realtor" and sought to have a court-appointed representative to take over the sale process. The January 4, 2024 contempt judgment expressly found that the inserted language had not been recommended by the realtor and held Defendant in contempt for insisting upon its inclusion.

The disclosure Defendant sought to include is a disclosure of a legal cloud on title: a pending appellate proceeding directly challenging the court orders compelling the sale, raising the question of whether the sellers had lawful authority to convey in such terms. Whether that information constituted a material disclosure required under Massachusetts law, and whether its omission could expose the parties to legal liability, is a question of real estate and disclosure law — not a question of brokerage.

IV. ISSUES OF LAW RAISED BY THIS APPEAL

Issue 1: Whether the September 29, 2023 order of the Berkshire Probate and Family Court — which vested in a private licensed real estate broker binding authority over all negotiating terms of a Purchase and Sale Agreement without Defendant's consent — constitutes an unlawful delegation of judicial authority in violation of Articles 29 and 30 of the Massachusetts Declaration of Rights and this Court's holding in *Bower v. Bournay-Bower*, 469 Mass. 690 (2014), and whether that order, having been issued through a contempt proceeding to impose obligations not found in the original divorce judgment, is void under Mass. R. Civ. P. 60(b)(4).

Issue 2: Whether a Probate Court's order granting a real estate broker binding authority to decide all questions of negotiating terms — including whether and how to disclose the title status of the subject property, specifically the pendency of an appeal directly challenging the court orders compelling the sale — constitutes a

judicial authorization of the unauthorized practice of law in violation of G.L. c. 221, § 46A, and whether a contempt judgment premised on a party's refusal to accept such legally impermissible directives is void.

Both issues were raised and preserved in Defendant's Rule 60(b)(4) motion filed January 13, 2026.

V. ARGUMENT

A judgment is void under Mass. R. Civ. P. 60(b)(4) when the court lacked jurisdiction or acted in excess of its authority. A motion under Rule 60(b)(4) may be brought without limitation of time. *Bowers v. Board of Appeals of Marshfield*, 16 Mass. App. Ct. 29, 31 (1983). Either of the two grounds presented below independently voids the September 29, 2023 and January 4, 2024 judgments.

A. The Probate Court Lacked Subject Matter Jurisdiction to Impose Upon the Parties, Through a Contempt Proceeding, Obligations Not Found in the Original Divorce Judgment--The September 29, 2023 Order Constituted an Unlawful Delegation of Judicial Authority to a Private Third Party Without Defendant's Consent, in Direct Violation of the Massachusetts Constitution.

This Court resolved the precise constitutional question presented by **Issue 1** in *Bower v. Bournay-Bower*, 469 Mass. 690 (2014), a case arising from the Probate and Family Court in a divorce proceeding. In *Bower*, the Court held that while a Probate and Family Court judge has inherent authority to refer parties to a third-

party neutral for assistance, a judge may not compel a party to submit to the **binding decision-making authority** of a private third party **without that party's consent**. The Court vacated the order, holding that vesting such authority in a private individual — without consent — "constitutes an unlawful delegation of judicial authority" and undermines "the constitutional rights from which [the judge's inherent] power arose." *Id.* at 700-702.

The September 29, 2023 order in this case is materially indistinguishable from the order vacated in *Bower*. The order directed the parties to follow "all recommendations of the realtor regarding the negotiating and terms contained in the Purchase and Sale Agreement and shall execute any and all documents at the closing required to complete the transfer of title to the property." This language vested in realtor Robin Moore binding decision-making authority over every term of the Purchase and Sale Agreement — without Defendant's consent. That is precisely the delegation of judicial authority that *Bower* prohibits.

The Court in *Bower* made clear that the prohibition on unconsented binding delegation is not a discretionary limitation — it is a constitutional one. "Inherent judicial powers should not be exercised in a manner that undermines the very constitutional rights from which those powers arise." *Id.* at 701. Those rights include Article 11 of the Massachusetts Declaration of Rights and the principle, embedded in Articles 29 and 30, that judicial decision-making authority cannot be transferred

to private actors. The Court further observed that a judge cannot "shift the final decision-making authority granted by statute to a third party," citing *Silverman v. Spiro*, 438 Mass. 725, 736-737 (2003), and *Worcester County Trust Co. v. Marble*, 316 Mass. 294, 301 (1944). *Bower*, 469 Mass. at 702.

The constitutional violation here is sharper than in *Bower* in two respects. First, in *Bower* the parent coordinator was a court-appointed neutral with relevant expertise in child welfare. Here the realtor is a private party to the transaction with a direct financial interest in the sale — her commission depended on the deal closing. Vesting binding authority over negotiating terms in an interested party is a more profound abdication of judicial impartiality than delegating to a neutral professional. Second, in *Bower* the delegation concerned parenting decisions; here it concerns property rights and legal disclosure obligations affecting a third party (the buyer), matters with consequences extending well beyond the two litigants.

The order also exceeded the court's authority because it went beyond what the original Judgment of Divorce Nisi required. That judgment did not designate a specific realtor, did not require the parties to follow any realtor's recommendations, and did not delegate binding authority over sale terms to any private third party. A court in a contempt proceeding enforces existing obligations — it does not create new ones. The SJC has "refused to hold a defendant in contempt if, in order to do so, the scope of the underlying order would be expanded beyond its plain meaning."

Demoulas v. Demoulas Supermarkets, Inc., 425 Mass. 321, 335 (1997). And as the SJC held, "[a] decree should contain within its four corners the mandate of the court without reference to other documents." *Carroll v. Hinchley* (1944). The September 29, 2023 order created obligations that were nowhere in the divorce judgment, making it void as an independent matter of jurisdictional overreach.

An order substituting judicial compulsion for voluntary assent manufactures private legal obligations where none existed — an act of private lawmaking, not adjudication.

Bower made it clear. Article 30 of the Massachusetts Declaration of Rights provides that the judicial branch "shall never exercise the legislative and executive powers." Creating private obligations between non-consenting citizens is an exercise of legislative, not judicial, power. Article 29 further requires that judges serve as impartial arbiters of existing law. A judgment that fabricates new contractual duties not grounded in the original divorce judgment exceeds the court's subject matter jurisdiction and is void from inception. The January 4, 2024 contempt judgment, built entirely upon compliance with that void September 29 order, is void as well.

B. The January 4, 2024 Contempt Judgment Expressly Authorized the Realtor to Suppress a Legal Title Disclosure Concerning a Pending Appeal, Constituting an Unauthorized Delegation of the Practice of Law and a Usurpation of This Court's Exclusive Jurisdiction.

The September 29, 2023 order required the parties to follow "all recommendations" of realtor Moore regarding the "negotiating and terms" of the Purchase and Sale Agreement. The January 4, 2024 contempt judgment gave concrete and binding meaning to that language: it expressly found that Defendant's insistence on including a title disclosure in Section 34 of the Purchase and Sale Agreement constituted contempt because the realtor had not recommended it.

The disclosure at issue was not a routine contractual term. It was a Special Conditions notice informing the prospective buyer that: (1) the sale price had been set by court order in a contempt proceeding; (2) Defendant had appealed that contempt judgment, then pending before the Appeals Court as Docket No. 2023-P-1468; and (3) the validity of the court order compelling the sale might not be resolved for many months — with a direction to consult an attorney.

This is a disclosure of a legal cloud on title. A pending appellate proceeding directly challenging the court orders that compel the sale is material information bearing on the validity of the seller's authority to convey. Whether a seller has a legal obligation to disclose to a buyer that the orders compelling the sale are being actively contested on appeal — and what the consequences of non-disclosure might be — is a question of real estate law, disclosure law, and title law. It requires an attorney's analysis. The pendency of Appeals Court Docket No. 2023-P-1468 was a legal fact

affecting title; whether and how to disclose it was a legal question. The realtor was not competent to answer it.

Massachusetts law categorically prohibits any person not licensed to practice law from rendering legal services or engaging in the practice of law. G.L. c. 221, § 46A. The Supreme Judicial Court has recognized that certain functions in a real estate transaction cross the line from permissible brokerage activity into the practice of law. *Real Estate Bar Ass'n for Mass. v. National Real Estate Information Services*, 459 Mass. 512 (2011). A broker who determines that a pending appeal creating a cloud on the seller's title-conveying authority need not be disclosed to a buyer has crossed that line entirely. The January 4, 2024 judgment compelled that crossing: it held Defendant in contempt for insisting on a legally material title disclosure that the realtor did not recommend, thereby vesting in the realtor exclusive authority to decide a question of law that only a licensed attorney was qualified to resolve.

A contempt judgment that penalizes a party for declining to suppress a legally material title disclosure — on the ground that a real estate broker who is not authorized to practice law did not recommend it — is void as an unlawful delegation of the practice of law. It is also a usurpation of the exclusive inherent jurisdiction of this Court. The regulation of the practice of law, and the authority to define its boundaries, belongs solely to the Supreme Judicial Court. *Matter of the Discipline of an Attorney*, 392 Mass. 827, 836 (1984); *In re Shoe Manufacturers Protective*

Ass'n, 295 Mass. 369, 372 (1936). To allow the Appeals Court to resolve in the first instance whether a Probate Court may hold a party in contempt for insisting on a legal title disclosure that a real estate broker — acting outside the scope of her license — declined to recommend would be to have an intermediate court define the boundaries of a jurisdiction that belongs exclusively to this Court.

No Massachusetts appellate court has previously addressed this question in civil contempt context. It is a question of first impression of the highest importance, and it is one that belongs exclusively before this Court.

VI. REASONS WHY DIRECT APPELLATE REVIEW IS APPROPRIATE

Application of *Bower v. Bournay-Bower* and Questions of First Impression.

Issue 1 is directly governed by this Court's holding in *Bower v. Bournay-Bower*, 469 Mass. 690 (2014), which established that a Probate Court judge commits an unlawful delegation of judicial authority by compelling a party to submit to the binding decision-making authority of a private third party without that party's consent. The September 29, 2023 order did precisely that — it vested binding authority over all negotiating terms in a realtor, without Defendant's consent, in circumstances that are materially more serious than those in *Bower* because the realtor had a direct financial interest in the transaction. This Court should grant direct review to apply and enforce

its own constitutional holding. Issue 2 — whether a court order may vest a real estate broker with authority to make binding legal determinations on title status and disclosure — presents an additional question of first impression requiring final determination by this Court.

Exclusive Jurisdiction of This Court Over the Practice of Law. Issue 2 presents an independent and categorical ground for direct appellate review. The regulation of the practice of law in Massachusetts falls within the exclusive inherent jurisdiction of this Court. *Matter of the Discipline of an Attorney*, 392 Mass. 827, 836 (1984). The authority to determine whether a Probate Court order effectively authorized the unauthorized practice of law — and whether a contempt judgment premised on such authorization is void — is an exercise of this Court's supervisory power over the bar and the administration of justice. That power does not reside in the Appeals Court. Where, as here, the question presented is whether a lower court's order authorized a real estate broker to render binding legal opinions on title disclosure — a function that falls outside the scope of a broker's license — the matter must be submitted directly to this Court for final determination.

Constitutional Questions Under the Massachusetts Declaration of Rights. Both issues directly implicate Articles 29 and 30 of the Massachusetts Declaration of Rights — the guarantee of a government of laws and not of men, and the separation of powers. These are state constitutional questions appropriate for final

determination by the full Court under Mass. R. App. P. 11(a)(2). Defendant expressly reserves all federal constitutional claims for adjudication by the United States District Court pursuant to *England v. Louisiana State Board of Medical Examiners*, 375 U.S. 411 (1964), and does not present any federal constitutional question to this Court.

Public Interest. The Probate and Family Court enters property-division and contempt orders in thousands of divorce cases each year. Defining when a Probate Court may use a contempt proceeding to impose obligations beyond the original divorce judgment, and whether it may authorize a real estate broker to make binding determinations on title disclosure as a matter of law, are questions of statewide importance that will govern domestic relations practice throughout the Commonwealth. Final determination by this Court is necessary to provide uniform guidance to trial judges and to protect the constitutional rights of litigants.

CONCLUSION

For the foregoing reasons, Defendant-Appellant Hong Liang Shen respectfully requests that this Honorable Court grant direct appellate review.

Respectfully submitted,

Hong Liang Shen,
By his attorney,



Jie Tan, Esq.

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Date: April 8, 2026

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Application for Direct Appellate Review was served upon Plaintiff's counsel, Katherine J. Bierwas, Esq., via electronic mail to katherine.bierwas@bierwaslaw.com and kristawm@bierwaslaw.com on April 8, 2026.



Jie Tan, Esq.

CERTIFICATE OF COMPLIANCE

Pursuant to Mass. R. App. P. 16(k) and Mass. R. App. P. 11(b), I hereby certify that the argument section of this Application for Direct Appellate Review (Section V) complies with the length requirements of Mass. R. App. P. 11(b). The argument section was produced in a proportionally spaced font (Times New Roman) and contains 1483 words, which does not exceed the 2,000-word limit applicable to applications for direct appellate review under Mass. R. App. P. 11(b) and Mass. R. App. P. 20(a)(4)(B).

Compliance with the word limit was ascertained by using the word count function of Microsoft Word, which was applied to Section V of the application only, excluding the caption, table of contents, headings, prior proceedings, statement of facts, statement of issues, statement of reasons for direct appellate review, conclusion, certificate of service, and appendix.



Jie Tan, Esq.

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Date: April 8, 2026

APPENDIX

Conghui Zheng v. Hong Liang Shen
Appeals Court Docket No. 2026-P-0361
(Lower Court: BE20D0145)

Tab A Appeals Court Docket Sheet, Docket No. _2026-P-0361.

Tab B Berkshire Probate and Family Court Docket Sheet, Docket No. BE20D0145.

Tab C Original Judgment of Divorce Nisi, Berkshire Probate and Family Court, dated December 7, 2022.

Tab D Judgment of the Berkshire Probate and Family Court dated September 29, 2023.

Tab E Plaintiff's Complaint for Contempt, filed October 19, 2023.

Tab F Plaintiff's Emergency Motion Pursuant to Mass. R. Civ. P. 70, filed January 3, 2024 (Including Special Conditions Language, Paragraph 19).

Tab G Contempt Judgment of the Berkshire Probate and Family Court dated January 4, 2024.

Tab H Order of the Berkshire Probate and Family Court dated January 27, 2026 (Denying Defendant's Motion for Relief from Void Judgments Pursuant to Mass. R. Civ. P. 60(b)(4)).

Note: The documents appended hereto as Tabs A through H are the docket entries and written decisions of the lower courts required to be appended to this Application pursuant to Mass. R. App. P. 11(b).

Tab A Appeals Court Docket Sheet, Docket No.
_2026-P-0361.

APPEALS COURT
Full Court Panel Case
Case Docket

CONGHUI ZHENG vs. HONG LIANG SHEN
 THIS CASE CONTAINS IMPOUNDED MATERIAL OR PID
 2026-P-0361

CASE HEADER

Case Status	No briefs yet
Status Date	03/13/2026
Nature	Domestic Relations/Family Law
Entry Date	03/13/2026
Appellant	Defendant
Case Type	Civil
Brief Status	Awaiting blue brief
Brief Due	04/22/2026
Arg/Submitted	
Decision Date	
Panel	
Citation	
Lower Court	Berkshire Probate & Fam
TC Number	BE20D0145DR
Lower Ct Judge	Dana S. Doyle, J.
TC Entry Date	07/08/2020
SJ Number	
FAR Number	
SJC Number	

INVOLVED PARTY

Conghui Zheng
 Plaintiff/Appellee
 Awaiting red brief
 Due 05/22/2026

Hong Liang Shen
 Defendant/Appellant
 Awaiting blue brief
 Due 04/22/2026

ATTORNEY APPEARANCE

[Krista A. Wroldson Miller, Esquire](#)
[Katherine J. Bierwas, Esquire](#)
[Barry Rothschild, Esquire](#)

[Jie Tan, Esquire](#)

DOCKET ENTRIES

Entry Date	Paper	Entry Text
03/13/2026		IMPOUNDED INFORMATION: Financial statements and GAL reports.
03/13/2026	#1	Lower Court Assembly of the Record Package
03/13/2026		Notice of entry sent.
03/13/2026	#2	Civil Appeal Entry Form filed for Hong Liang Shen by Attorney Jie Tan.
03/31/2026	#3	Docketing Statement filed for Hong Liang Shen by Attorney Jie Tan.

As of 04/01/2026 10:15am

Tab B Berkshire Probate and Family Court Docket
Sheet, Docket No. BE20D0145.

BE20D0145DR Zheng, Conghui vs. Shen, Hong Liang

- Case Type:
Domestic Relations
- Case Status:
Closed
- File Date
07/08/2020
- DCM Track:
- Initiating Action:
Divorce 1B
- Status Date:
12/13/2022
- Case Judge:
Doyle, Hon. Dana
- Next Event:
05/29/2026

Property Information

[All Information](#) | [Party](#) | [Subsequent Action/Subject](#) | [Event](#) | [Docket](#) | [Disposition](#)

Party Information

Zheng, Conghui
- Plaintiff

- DOD
-

[Alias](#)

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Subsequent Action/Subject


Status	Description	SA/Subject #	Status Date	Responding Party	Pleading Party
Closed	EF Complaint for Contempt	1	10/10/2023	Zheng, Conghui	Shen, Hong Liang
Closed	EF Complaint for Contempt	2	10/10/2023	Shen, Hong Liang	Zheng, Conghui
Active	EF Complaint for Contempt	3	10/19/2023	Shen, Hong Liang	Zheng, Conghui























Events

Date	Session	Location	Type	Event Judge	Result
02/08/2021 10:00 AM	Courtroom 2 Session		First Hearing	Dacyszyn, David J.	
02/10/2021 12:00 PM	Courtroom 2 Session	Courtroom 2	Motion	Dacyszyn, David J.	Video Conference - Judgment/Decree/Order Issued
06/05/2021 10:00 AM	Covid Session	Courtroom 2	Pretrial Continued	Dacyszyn, David J.	Taken Off List
08/09/2021 02:30 PM	Courtroom 2 Session		Pretrial Continued	Dacyszyn, David J.	Video Conference - Judgment/Decree/Order Issued
01/24/2022 12:30 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Dacyszyn, David J.	Video Conference - Judgment/Decree/Order Issued
02/16/2022 02:30 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Dacyszyn, David J.	Taken Off List
03/08/2022 03:00 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Dacyszyn, David J.	Video Conference - Judgment/Decree/Order Issued
05/04/2022 10:30 AM	Courtroom 2 Session	Courtroom 2	Motion	Dacyszyn, David J.	Case Not Heard and Rescheduled
05/11/2022 10:30 AM	Courtroom 2 Session	Courtroom 2	Motion	Dacyszyn, David J.	Video Conference - Judgment/Decree/Order Issued
10/04/2022 09:00 AM	Courtroom 2 Session	Courtroom 2	Trial 1 Day	Dacyszyn, David J.	Under Advisement
06/26/2023 09:30 AM	Courtroom 2 Session	Courtroom 2	Motion	Dacyszyn, David J.	Taken Off List
07/21/2023 10:00 AM	Courtroom 2 Session	Courtroom 2	Summons Issued, Contempt Returnable	Doyle, Hon. Dana	Order Issued
08/23/2023 02:00 PM	Courtroom 2 Session	Courtroom 2	Motion	Dacyszyn, David J.	Taken Off List
09/28/2023 02:00 PM	Courtroom 2 Session	Courtroom 2	Contempt Continued	Doyle, Hon. Dana	Judgment/Decree Issued
11/20/2023 11:00 AM	Courtroom 2 Session	Courtroom 2	Summons Issued, Contempt Returnable	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
11/20/2023 11:00 AM	Courtroom 2 Session	https://www.zoomgov.com/j/1610078331	Contempt Continued	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued



















<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
12/18/2023 02:00 PM	Courtroom 2 Session	Courtroom 2	Contempt Continued	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
01/04/2024 03:00 PM	Courtroom 2 Session	https://www.zoomgov.com/j/1610078331	Motion	Doyle, Hon. Dana	Judgment/Decree Issued
01/31/2024 10:30 AM	Courtroom 2 Session	Courtroom 2	Motion	Doyle, Hon. Dana	
03/08/2024 11:00 AM	Courtroom 2 Session	Courtroom 2	Review Hearing	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
04/17/2024 02:00 PM	Courtroom 2 Session	https://www.zoomgov.com/j/1610078331	Motion	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
05/31/2024 02:00 PM	Courtroom 2 Session	https://www.zoomgov.com/j/1600434468	Review Hearing	Doyle, Hon. Dana	Taken Off List
06/28/2024 02:00 PM	Courtroom 2 Session	https://www.zoomgov.com/j/1600434468	Review Hearing	Doyle, Hon. Dana	Taken Off List
08/26/2024 09:30 AM	Courtroom 2 Session	Courtroom 2	Review Hearing	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
11/22/2024 08:30 AM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Taken Off List
11/22/2024 09:00 AM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Taken Off List
12/27/2024 10:30 AM	Courtroom 2 Session	https://www.zoomgov.com/j/1600434468	Status Conference	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
05/02/2025 02:00 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
06/11/2025 10:30 AM	Courtroom 2 Session	Courtroom 2	Motion	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
07/16/2025 10:30 AM	Courtroom 2 Session	Courtroom 2	Motion	Doyle, Hon. Dana	Taken Off List
07/21/2025 09:00 AM	Courtroom 2 Session	https://www.zoomgov.com/j/1600434468	Status Conference	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
07/23/2025 02:00 PM	Courtroom 2 Session	https://www.zoomgov.com/j/1610078331	Status Conference	Doyle, Hon. Dana	Case Not Heard and Rescheduled
09/24/2025 02:00 PM	Courtroom 2 Session	Courtroom 2	Review Hearing	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
11/25/2025 10:00 AM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
01/09/2026 02:30 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Video Conference - Judgment/Decree/Order Issued
01/28/2026 09:00 AM	Courtroom 2 Session	Courtroom 2	Motion	Doyle, Hon. Dana	Taken Off List
03/20/2026 02:30 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Case Not Heard and Rescheduled
03/20/2026 03:00 PM	Courtroom 2 Session	Courtroom 2	Status Conference	Doyle, Hon. Dana	Taken Off List
03/27/2026 09:30 AM	Courtroom 2 Session	https://www.zoomgov.com/j/1600434468	Status Conference	Doyle, Hon. Dana	Case Not Heard and Rescheduled
05/29/2026 11:00 AM	Courtroom 2 Session	https://www.zoomgov.com/j/1600434468	Status Conference	Doyle, Hon. Dana	



















Docket Information




















<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
07/08/2020	Complaint for Divorce - Irretrievable Breakdown 1B Applies To: Hung, Esq., Edward (Attorney) on behalf of Zheng, Conghui (Plaintiff)	1	 Image


















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07/08/2020	Affidavit Of Military Service Applies To: Hung, Esq., Edward (Attorney) on behalf of Zheng, Conghui (Plaintiff)	3	 Image
07/08/2020	Motion to File Certificate of Marriage Late Applies To: Hung, Esq., Edward (Attorney) on behalf of Zheng, Conghui (Plaintiff)	4	 Image
07/09/2020	Affidavit Of Military Service Applies To: Hung, Esq., Edward (Attorney) on behalf of Zheng, Conghui (Plaintiff)	5	 Image
07/09/2020	Certificate of Marriage	6	 Image
07/13/2020	Summons issued on complaint for Divorce.		 Image
07/13/2020	Track assignment notice issued. A NOTICE: Track Assignment Notice 14 Month Track was generated and sent to: Plaintiff: Edward Hung, Esq.		 Image
09/21/2020	Answer to Complaint for Divorce Attorney: Tan, Esq., Jie	7	 Image
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01/13/2021	Affidavit In Support for the Motion Compelling Appraisal and Sale of the Marital Real Estate Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	10	 Image
02/08/2021	Financial Statement	11	 Image
02/08/2021	Plaintiff's Opposition to Motion for Compelling Appraisal and Sale of Marital Real Estate Attorney: Hung, Esq., Edward	12	 Image
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02/19/2021	Order 02/10/2021, on Complaint for Divorce Atty/Ptys ND 02/13/21 Judge: Dacyszyn, David J.	16	 Image
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08/09/2021	Financial Statement Applies To: Zheng, Conghui (Plaintiff)	19	 Image
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08/09/2021	Financial Statement Applies To: Shen, Hong Liang (Defendant)	21	 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
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08/09/2021	Proposed Order		 Image
08/09/2021	Event Resulted: Pretrial Continued scheduled on: 08/09/2021 02:30 PM Has been: Video Conference - Judgment/Decree/Order Issued David J. Dacyszyn, Presiding Appeared: Plaintiff Conghui Zheng Edward Hung, Esq., Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
09/28/2021	Pre-Trial Order 08/23/2021, ATTYS/PTYS ND 8/24/21 Judge: Dacyszyn, David J.	22	 Image
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01/24/2022	Event Resulted: Status Conference scheduled on: 01/24/2022 12:30 PM Has been: Video Conference - Judgment/Decree/Order Issued David J. Dacyszyn, Presiding Appeared: Plaintiff Edward Hung, Esq.,		
01/28/2022	Order 01/25/2022, on Complaint for Divorce #1, filed July 8, 2020; attys/ptys nd 1.27.22 Judge: Dacyszyn, David J.	24	 Image
02/09/2022	Motion To Continue/Reschedule Status Conference Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant); Hung, Esq., Edward (Attorney) on behalf of Zheng, Conghui (Plaintiff)	25	 Image
02/15/2022	Order 02/14/2022, on Complaint for Divorce #1, filed July 8, 2020; attys/ptys nd 2.15.22 Judge: Dacyszyn, David J.	26	 Image
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<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
	Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
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09/28/2022	Emergent Motion To Stay the Schedule Order Attorney: Tan, Esq., Jie	38	 Image
09/28/2022	Emergent Motion To Re-Appraise the Fair Market Value of the Marital House and to Add Expert Witness to Witness List Attorney: Tan, Esq., Jie	39	 Image
09/28/2022	Notice of Appeal of Judge Dacyczyn's Order of Denial of Motion for Continuance entered on September 28, 2022 Attorney: Tan, Esq., Jie	40	 Image
09/28/2022	Emergent Motion For Re-Open Discovery and Another Pre-Trial Conference Attorney: Tan, Esq., Jie	41	 Image
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09/29/2022	Emergent Motion For Modifying Pre-Trial Stipulation Attorney: Tan, Esq., Jie	43	 Image
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10/03/2022	Proposed Order		 Image
10/04/2022	Case Taken Under Advisement: Trial 1 Day scheduled on: 10/04/2022 09:00 AM Has been: Under Advisement David J. Dacyczyn, Presiding Appeared: Plaintiff Conghui Zheng Edward Hung, Esq., Defendant - Hong Liang Shen-(did not appear) Jie Tan, Esq., Private Counsel		
10/04/2022	List Of Exhibits Applies To: Hung, Esq., Edward (Attorney) on behalf of Zheng, Conghui (Plaintiff)	46	 Image
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10/06/2022	Motion To Strike Portions of Plaintiff's Witness' Testimony	52	 Image

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	Attorney: Tan, Esq., Jie		
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11/11/2022	Defendant's Motion For Sanctions Under Rule 11 and Mass. R. Civ. P. 37	53	 Image
12/12/2022	Motion For Defendant Hong Liang Shen to appear remotely (Emergency) DENIED on 10/03/2022 File Reference # 42 Entered 10/03/22. NTC ATTY/PTYS 10/04/22 Judge: Dacyszyn, David J.	45	Image  Image Image
12/12/2022	Motion To Stay the Schedule Order (Emergency) DENIED on 10/04/2022 File Reference # 38 Entered 10/04/22. NTC ATTY/PTYS 10/04/22 Judge: Dacyszyn, David J.	48	 Image
12/12/2022	Motion To Re-Appraise the Fair Market Value of the Marital House and to add expert witness list DENIED on 10/04/2022 File Reference # 39 Entered 10/04/22. NTC ATTY/PTYS 10/04/22 Judge: Dacyszyn, David J.	49	 Image
12/12/2022	Motion For re-open discovery and another pre-trial conference DENIED on 10/04/2022 File Reference # 41 Entered 10/04/22. NTC ATTY/PTYS 10/04/22 Judge: Dacyszyn, David J.	50	 Image
12/12/2022	Motion For Modifying Pre-Trial Stipulation (Emergent) DENIED on 10/04/2022 File Reference # 43 Entered 10/04/22. NTC ATTY/PTYS 10/04/22 Judge: Dacyszyn, David J.	51	 Image
12/13/2022	Motion To strike portions of Plaintiff Witness' Testimony DENIED on 12/07/2022 File Reference # 52 Entered 12/07/22. NTC ATTY/PTYS 12/13/22 Judge: Dacyszyn, David J.	54	 Image
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05/10/2023	Motion For Amending Judgment under Domestic Relations Procedure Rule 60(b)(1)-(4) and Motion for Judge Dacyszyn to Recuse DENIED on 05/10/2023 File Reference # 59 ATTY/PTYS ND 05/10/2023 Judge: Dacyszyn, David J.	61	 Image
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05/19/2023	Defendant's Notice of Appeal Attorney: Tan, Esq., Jie	66	 Image
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06/12/2023	Defendant's Opposition to Plaintiff's Motion Under Rule 70 and Counter-Motion for Finding Plaintiff Contempt Under Rule 70 Attorney: Tan, Esq., Jie	69	 Image
06/19/2023	Defendant's Motion For Relief From Judgment Under Domestic Relations Procedure Rule 60(b)(1)-(4)(6) and Motion for Judge Dacyczyn to Recuse Attorney: Tan, Esq., Jie	70	 Image
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07/21/2023	Event Resulted: Summons Issued, Contempt Returnable scheduled on: 07/21/2023 10:00 AM Has been: Order Issued David J. Dacyczyn, Presiding		Image
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07/26/2023	Emergency Motion To Pursuant to Massachusetts Civil Procedure Rule 70 Attorney: Bierwas, Esq., Katherine J	76	 Image
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10/10/2023	Judgment/Decree on Complaint for Contempt entered on 06/29/2023 Related to File Reference # 73 attys ptys nd 10/3/23 Judge: Doyle, Hon. Dana	88	 Image
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11/17/2023	Affidavit Of Service of Contempt Summons Attorney: Bierwas, Esq., Katherine J	94	 Image
11/17/2023	Plaintiff's Response to Defendant's answer to Plaintiff's Second Complaint for Contempt and answer to Defendant's Counterclaim Attorney: Bierwas, Esq., Katherine J	95	 Image
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11/20/2023	Event Resulted: Contempt Continued scheduled on: 11/20/2023 11:00 AM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding		
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12/14/2023	Action on Appeal as follows: Notice of Assembly of Record Judge: McCormack, Lisa	101	 Image
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12/20/2023	Order 12/19/2023, on Complaint for Civil Contempt [#90] filed 10/19/23 ATTYS/PTYS ND 12/19/23 & 12/20/23 Judge: Doyle, Hon. Dana	102	 Image
12/22/2023	Order 12/22/2023, (Defendant's Motion to Partially Stay Judgment of Divorce of 12/7/22, Judgment on Contempt of 9/29/23, Pursuant to Mass. R. Dom. P. 62(b) [#97], f. 12/8/23) NTC ATTY PTYS 12/22/23	103	 Image
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01/29/2024	SECOND AMENDED FURTHER Judgment on Contempt (#60) Judgment 01/25/2024 nunc pro tunc to January 4, 2024	112	 Image
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<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
	Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Katherine J Bierwas, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
03/15/2024	Sua Sponte Order of Correction and Clarification of the Record Order 03/14/2024, Judge: Doyle, Hon. Dana	117	 Image
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04/17/2024	Event Resulted: Motion scheduled on: 04/17/2024 02:00 PM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Katherine J Bierwas, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
06/21/2024	Motion To Suspend Listing of Marital Home ALLOWED on 04/17/2024 File Reference # 119 ATTYS/PTYS ND 4/19/24 Judge: Doyle, Hon. Dana	121	 Image
06/25/2024	Assented to Motion To Continue Review Hearing of June 28, 2024	122	 Image
07/02/2024	Motion To Continue Review Hearing of June 28, 2024 (Assented To) ALLOWED on 06/26/2024 File Reference # 122 NTC ATTY PTYS 7/2/24	123	 Image
08/26/2024	Event Resulted: Review Hearing scheduled on: 08/26/2024 09:30 AM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Katherine J Bierwas, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
10/29/2024	Assented to Motion To Continue/Reschedule of the Status Hearing of November 22 8:30AM Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant); Bierwas, Esq., Katherine J (Attorney) on behalf of Zheng, Conghui (Plaintiff)	125	 Image
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11/04/2024	Motion For Continuance of the Status Hearing of November 22 @ 8:30 AM ALLOWED on 10/30/2024 File Reference # 125 NTC ATTY PTYS 10/31/24	126	 Image
11/25/2024	Notice of Assignment	127	 Image
12/27/2024	Event Resulted: Status Conference scheduled on: 12/27/2024 10:30 AM Has been: Video Conference - Judgment/Decree/Order Issued Comments: Order issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Katherine J Bierwas, Esq., Private Counsel Defendant Jie Tan, Esq., Private Counsel		
12/30/2024	Order 12/27/2024, (On a Complaint for Contempt #90, filed October 19, 2023) NTC ATTY PTYS 12/27/24	128	 Image
05/02/2025	Event Resulted: Status Conference scheduled on: 05/02/2025 02:00 PM		

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	Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding		
05/06/2025	Motion To Stay Order of April 3, 2024 Pending Federal Court Complaint Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	130	 Image
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06/11/2025	Motion For Release of Courtroom Audio Record of March 8, 2024 11:00 AM Hearing	133	
06/11/2025	Event Resulted: Motion scheduled on: 06/11/2025 10:30 AM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Katherine J Bierwas, Esq., Private Counsel Defendant Jie Tan, Esq., Private Counsel		
06/17/2025	Action on Appeal as follows: Judgment after Rescript dated June 16,2025; Attys/Ptys nd 6/17/25 Judge: Patella, Anthony P.	134	 Image
06/17/2025	Action on Appeal as follows: Judgment after Rescript dated June 16, 2025; Attys/Ptys nd 6/17/25 Judge: Patella, Anthony P.	135	 Image
06/26/2025	Notice of assignment entered on 6/25/25; ATTYYS/PTYS ND 6/26/25 Judge: Doyle, Hon. Dana	136	 Image
07/09/2025	Financial Statement Applies To: Zheng, Conghui (Plaintiff)	137	
07/10/2025	Motion To Relist Marital Home for Sale Applies To: Bierwas, Esq., Katherine J (Attorney) on behalf of Zheng, Conghui (Plaintiff)	138	
07/10/2025	Defendant's Opposition to Plaintiff's Motion to Relist Marital Home for Sale Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	139	
07/14/2025	Action on Appeal as follows: Notified date Order on Motion for Attorney's Fees, entered June 14, 2025, by Appeals Court	146	 Image
07/21/2025	Notice of Appearance by Attorney Barry S Rothschild, Esq. for Plaintiff/Petitioner Conghui Zheng	141	
07/21/2025	Notice of proposed realtors Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	143	 Image
07/21/2025	Notice of proposed realtors	144	 Image
07/21/2025	Event Resulted: Status Conference scheduled on: 07/21/2025 09:00 AM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Krista A. Wroldson Miller, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
07/22/2025	Notice of assignment entered on 7/15/25; ATTYYS/PTYS ND 7/15/25 Judge: Doyle, Hon. Dana	140	 Image
07/22/2025	Order 07/21/2025, ATTYS/PTYS ND 7/31/25	142	 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
07/23/2025	Further Order 07/23/2025, NTC ATTY PTYS 7/23/25	145	 Image
09/19/2025	Financial Statement Applies To: Zheng, Conghui (Plaintiff)	147	 Image
09/24/2025	Event Resulted: Review Hearing scheduled on: 09/24/2025 02:00 PM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Krista A. Wroldson Miller, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
10/01/2025	Order 09/24/2025, ATTYS/PTYS ND 9/29/25 Judge: Doyle, Hon. Dana	148	 Image
11/05/2025	Defendant's Motion For Equitable Distribution of the Undivided Marital Home Under G.L. c. 208, §34 Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	149	 Image
11/05/2025	Memorandum of Law in Support of His Motion for Equitable Distribution of the Undivided Marital Home Under G.L. c. 208, §34 Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	150	 Image
11/07/2025	Financial Statement Applies To: Zheng, Conghui (Plaintiff)	151	 Image
11/10/2025	Defendant's Opposition to Plaintiff's Motion for Attorney's Fees Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	152	 Image
11/17/2025	Execution Issued on November 17, 2025 Judge: Patella, Anthony P.	153	 Image
11/17/2025	Execution Issued on November 17, 2025 Judge: Patella, Anthony P.	154	 Image
11/20/2025	Revised Motion For Attorney Fees and Costs Applies To: Miller, Esq., Krista A. Wroldson (Attorney) on behalf of Zheng, Conghui (Plaintiff)	155	 Image
11/20/2025	Affidavit In Support of Motion for Attorney's Fees and Costs Applies To: Miller, Esq., Krista A. Wroldson (Attorney) on behalf of Zheng, Conghui (Plaintiff)	156	 Image
11/24/2025	Defendant's Further Opposition to Plaintiff's Amended Motion for Attorney's Fees Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	157	 Image
11/25/2025	Financial Statement Applies To: Shen, Hong Liang (Defendant)	158	 Image
11/25/2025	Event Resulted: Status Conference scheduled on: 11/25/2025 10:00 AM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Krista A. Wroldson Miller, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel		
11/26/2025	Defendant's Motion For Award of Post-Judgment Interest Pursuant to Mass. Gen. Laws. Ch. 235, §8 Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	159	 Image
12/05/2025	Order 11/26/2025, (On Complaint for Civil Contempt [#90] filed October 19, 2023) NTC ATTY/PTYS 11/28/25 Judge: Doyle, Hon. Dana	160	 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
01/05/2026	Financial Statement Applies To: Zheng, Conghui (Plaintiff)	161	 Image
01/09/2026	Event Resulted: Status Conference scheduled on: 01/09/2026 02:30 PM Has been: Video Conference - Judgment/Decree/Order Issued Hon. Dana Doyle, Presiding Appeared: Plaintiff Conghui Zheng Krista A. Wroldson Miller, Esq., Private Counsel Defendant Hong Liang Shen Jie Tan, Esq., Private Counsel Kathleen O'Sullivan, Esq.		
01/13/2026	Defendant Hong Liang Shen's Motion For Relief from Void Judgments Pursuant to Rule 60(b)(4) and Request for Emergency Stay of Execution Under Rule 62(b) Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	163	 Image
01/14/2026	Order 01/09/2026, on Complaint for Civil Contempt #92, filed October 19, 2023; Attys/Ptys nd 1/13/25	162	 Image
01/21/2026	Plaintiff's (1) Opposition to Defendant's Motion for Relief from Void Judgments (2) Opposition to Defendant's Request for Emergency Stay of Execution and (3) for Sanctions Applies To: Miller, Esq., Krista A. Wroldson (Attorney) on behalf of Zheng, Conghui (Plaintiff)	166	 Image  Image
01/21/2026	Motion To Strike Plaintiff's Request for Sanctions and, in the Alternative, for Findings of Fact Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	165	 Image
01/30/2026	Notice of Assignment Order 01/15/2026, NTC ATTY/PTYs 1/23/26	164	 Image
01/30/2026	Motion For Relief from Void Judgments Pursuant to rule 60(b)(4) and Request for Emergency Stay of Execution Under Rule 62(b) DENIED on 01/27/2026 File Reference # 163 NTC ATTY/PTYs 1/27/26	167	 Image
01/30/2026	Motion To Strike Plaintiff's Request for Sanctions and, in the Alternative, for Findings of Fact DENIED on 01/27/2026 File Reference # 165 NTC ATTY/PTYs 1/27/26	168	 Image
02/04/2026	Emergency Motion To Quash Executions (Papers 153 & 154) Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	169	 Image
02/04/2026	Defendant's Emergency Motion To Stay Rule 70 Orders Pending Appeal Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	170	 Image
02/12/2026	Defendant's Motion To Compel Docketing of Notice of Appeal and Issuance of Notice of Assembly of Record Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	173	 Image
02/13/2026	Motion To Quash Execution (Papers 153 & 154) DENIED on 02/11/2026 File Reference # 169 Attys/Ptys nd 2/12/26	171	 Image
02/13/2026	Motion To Stay Rule 70 Orders Pending Appeal DENIED on 02/11/2026 File Reference # 170 (no appeal pending) Attys/Ptys nd 2/12/26	172	 Image
02/17/2026	Action on Appeal as follows: Notice of Appeal by Hong Liang Shen and Request for Assembly of Record Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	175	 Image
02/17/2026	Certificate of : Pursuant to Mass. R. App. 8(b)(1) Applies To: Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)	176	 Image
02/18/2026	Order 02/13/2026, (On Motion to Compel Docketing of Notice of Appeal filed February 12, 2026 [#173]) NTC ATTY PTYS 2/13/26	174	 Image
02/26/2026	Action on Appeal as follows: Notice of Assembly of Record dated 2/24/26 Judge: McCormack, Lisa	177	 Image
02/26/2026	Kathleen F. O'Sullivan's Joint Motion To Continue/Reschedule Review Hearing for Administrative Consideration by Judge Doyle	178	 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
	Applies To: Miller, Esq., Krista A. Wroldson (Attorney) on behalf of Zheng, Conghui (Plaintiff); Tan, Esq., Jie (Attorney) on behalf of Shen, Hong Liang (Defendant)		
03/09/2026	Joint Motion To Continue Review Hearing for Administrative Consideration by Judge Doyle NTC ATTY PTYS 3/2/26	179	 Image
03/09/2026	Motion To Continue Review Hearing for Administrative Consideration by Judge Doyle (Joint) ALLOWED on 02/26/2026 File Reference # 179 NTC ATTY PTYS 3/9/26	180	 Image
03/09/2026	Notice Of Assignment, NTC ATTY PTYS 3/2/26 Judge: Doyle, Hon. Dana	181	 Image

Case Disposition		
<u>Disposition</u>	<u>Date</u>	<u>Case Judge</u>
Judgment of Divorce Nisi	12/07/2022	Doyle, Hon. Dana

Tab C Original Judgment of Divorce Nisi, Berkshire Probate and Family Court, dated December 7, 2022.

**COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT**

BERKSHIRE DIVISION

DOCKET NO. BE20D0145DR

**CONGHUI ZHENG,
Plaintiff**

v.

**HONG LIANG SHEN,
Defendant**

JUDGMENT OF DIVORCE NISI

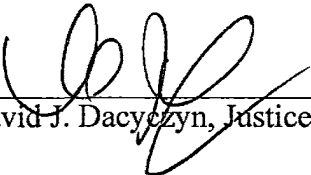
A trial was conducted on October 4, 2022, on the Complaint for Divorce filed on July 8, 2020, at which Conghui Zheng (hereinafter referred to as the “Wife”), represented by Attorney Edward Hung and Attorney Jie Tan, counsel for Hong Liang Shen (hereinafter referred to as the “Husband”), were present, but the Husband did not appear. After consideration of all credible testimony and exhibits presented, as well as drawing all reasonable inferences therefrom, and for reasons set forth in the Relevant Procedural History, Findings of Fact, and Rationale of even date, it is adjudged Nisi, that a divorce from the bond of matrimony be granted the said Plaintiff for the cause of Irretrievable Breakdown as provided by Chapter 208, § 1B, and that upon and after the expiration of ninety days from the entry of this Judgment it shall become and be Absolute unless upon the application of any person within such period the Court shall otherwise order. It is further ORDERED that:

1. The Wife shall retain all right, title and interest in the former marital home located at 127 Oak Hill Road, Pittsfield, MA. She shall be responsible for the mortgage, taxes, insurance, utilities, and any other costs associated with this property and shall also indemnify and hold the Husband harmless for any such costs.
2. On or before March 15, 2023 the Wife shall pay to the Husband the sum of \$85,309 for his interest in the equity in the former marital home. Upon payment or in conjunction with any refinance of the former marital home to make the ordered payment, the Husband shall execute a deed transferring his interest in the property as well as sign any other documents necessary to complete the loan transaction.

3. In the event the Wife is unable to make the required payment by March 15, 2023, the property shall be listed for sale by a mutually agreed upon realtor. Upon the sale of the marital home, the Husband shall receive \$85,309 from the sale proceeds after payment of the usual and customary closing costs. The Wife shall be entitled to the remainder of the proceeds.
4. The Wife shall close the parties Berkshire Bank business account for the Sen Shushi restaurant within thirty (30) days of this judgment and shall transfer one half of the balance in that account to the Husband.
5. The parties shall keep and maintain the personal property, vehicles, bank accounts and any other tangible or intangible property currently in their respective possession, free of claim from the other.
6. Each party shall be responsible for any loans or financial obligations associated with the property in their respective possession and/or in their individual names and shall indemnify and hold the other party harmless from same.
7. Neither party shall pay past or current alimony to the other.
8. Each party shall be responsible for their own health insurance coverage and uninsured health care expenses.
9. Each party shall be responsible for their own costs and attorney's fees associated with this divorce action.

All until further Order of the Court.

Date: December 7, 2022



David J. Dacyczyn, Justice

Notice Issued: 12/9/22
To: PTF-DFT-ATTY/P-ATT/D
By: LM

Tab D Judgment of the Berkshire Probate and Family Court dated September 29, 2023.

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

BERKSHIRE DIVISION

DOCKET NO. BE20D0145

HONGLIANG SHEN, Plaintiff

vs.

CONGHUI ZHENG, Defendant

JUDGMENT ON CONTEMPT

(On Complaint for Civil Contempt [#60] filed April 28, 2023)

After hearing on September 28, 2023, attended by Hongliang Shen, represented by Attorney Jie Tan and Conghui Zheng, represented by Attorney Krista Wroldson-Miller, the Court finds the following:

1. There is a clear and unequivocal order, to wit, Judgment of Divorce Nisi dated December 7, 2022 which contains the following relevant provisions:

The Wife shall retain in all right, title and interest in the former marital home located at 127 Oak Hill Road, Pittsfield, MA. *She shall be responsible for the mortgage, taxes, insurance, utilities, and any other costs associated with this property and shall also indemnify and hold the harmless for any such costs.* (emphasis supplied)

On or before March 15, 2023, *the Wife shall pay to the Husband the sum of \$85,309² for his interest in the equity in the marital home.* Upon payment or in conjunction with any refinance of the former marital home to make the ordered payment. The Husband shall execute a deed transferring his interest in the property as well as sign any other documents necessary to complete the loan transaction. (emphasis supplied)

In the event the Wife is unable to make the required payment by March 15, 2023, the property shall be listed for sale by a mutually agreed realtor. Upon the sale of the marital home, *the Husband shall receive \$85,309 from the sale proceeds after payment of the usual and customary closing costs.* The Wife shall be entitled to the remainder of the proceeds. (emphasis supplied)

² The Court notes that paragraphs 76 and 84 of the Relevant Procedural History, Findings of Fact, and Rationale dated December 7, 2022, are clear that in calculating Husband's interest in the marital home, he was given credit for a \$40,00.00 payment made by his Father and the amount of \$85,309 was deemed to be one half of Husband's equity in the former marital home after receipt of such credit.

Wife shall close the parties Berkshire Bank business account for the Sen Sushi restaurant within thirty days of this judgment and shall transfer one half of the balance in that account to Husband.

2. Although a Notice of Appeal of said Judgment was filed on May 19, 2023, no Motion to Stay the Execution of the Judgment in accordance with Mass. R. A.P. 6 has been filed and/or scheduled for hearing. Accordingly, the Judgment remains in full force and effect.
3. Plaintiff/Husband (“Husband”) alleges that Defendant/Wife (“Wife”) violated the Judgment of Divorce by refusing to deliver the deed to the buyer under the P&S; refusing to place the proceeds in an escrow account to have a final account for taxes; the accounting for the business account; and the calculation of \$85,309 does not comply with the current law, a rule 60 motion has been filed.
4. The Court finds that there was no clear order requiring Wife to deliver a deed to the buyer; there was no clear and unequivocal order requiring the proceeds to be placed in an escrow account to have a final account for taxes/ there was no clear an unequivocal account for the business account.
5. Notwithstanding the foregoing, the Wife did not pay Husband the sum of \$85,309 on or before March 15, 2023.
6. The former marital home was placed on the market for sale in February of 2023.
7. A purchase and sale agreement was executed by the parties and a closing on the marital home was scheduled for April 26, 2023.
8. Husband executed a deed as well as Power of Attorney for the closing attorney to execute the required closing documents on his behalf.
9. Notwithstanding the foregoing, the power of attorney provided by Husband contained language which stated “the disbursement of proceeds shall be solely comprise paying off mortgage and broker fee and taxes and other necessary fee adjustment for closing. *No disbursement shall be made to Conhui Zhen and Hongliang Shen at closing time.*” (emphasis supplied)
10. In addition, Husband sent an email to the closing attorney stating, “*The sale proceeds shall not be disbursed to the sellers other than paying off the related fees associated with this closing.*”
11. As a result of Husband’s actions, the sale did not take place.
12. The Court finds that Husband by his actions served to frustrate and/or delay the sale of the marital home.

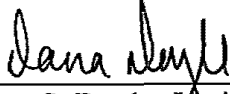
13. The Court further finds that Husband has not yet received his interest in the equity in the marital home due to his own actions.
14. Accordingly, Husband has failed to meet his burden with regard to both the first and second prong of the contempt analysis and therefore Wife is not in Contempt.
15. The Court finds that Wife did not close the parties Berkshire Bank business account within thirty days of this Judgment.
16. Notwithstanding the foregoing, said bank account has since been closed and Husband has received one half of the balance of said account, thereby purging any potential contempt.
17. The Court finds that although Husband met his burden with regard to the first prong of the contempt analysis, he failed to meet the second prong and therefore Wife is not in contempt regarding this allegation.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. Defendant/Wife is NOT in Contempt.
2. Both parties shall cooperate in the sale of the former marital home located at 127 Oak Hill Road, Pittsfield, Massachusetts, and neither party, through action or inaction, shall delay or frustrate the sale.
3. The parties shall *forthwith* execute a listing agreement with the previously agreed upon realtor, shall further execute a purchase and sale agreement to sell the former marital home and shall effectuate the sale of the home in a timely manner.
4. In the event that the parties cannot agree upon a selling price, then the selling price shall be the fair market value of the property as determined by the realtor.
5. The parties shall follow all recommendations of the realtor regarding the negotiating and terms contained in the Purchase and Sale Agreement and *shall* execute any and all documents at the closing required to complete the transfer of title to the property.
6. Defendant/Wife shall remain responsible for the outstanding mortgage, taxes, and utilities associated with the former marital home until such time that it is sold.
7. At such time as the former marital home is sold, Husband shall receive \$85,309 from the net proceeds pursuant to the Judgment of Divorce Nisi. Wife shall receive the remaining net proceeds.

8. In the event that either party refuses to comply with paragraphs 2-7 herein, the Court reserves the right to appoint an individual pursuant to Mass. R. Dom. Rel. R. 70 to effectuate such sale

Date: September 29, 2023



Dana S. Doyle, Justice



Prod.

Nettee issued: 10/3/23
To: PTF-DFT-ATTY/ATT/D
By: [Signature]

Tab E Plaintiff's Complaint for Contempt, filed
October 19, 2023.

COMPLAINT FOR <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> CRIMINAL CONTEMPT	Docket No. BE20D0145	Commonwealth of Massachusetts The Trial Court Probate and Family Court																			
<table style="width:100%; border: none;"> <tr> <td style="width:25%; border-bottom: 1px solid black;">CONGHUI</td> <td style="width:5%; border-bottom: 1px solid black;">M.I.</td> <td style="width:25%; border-bottom: 1px solid black;">ZHENG</td> <td style="width:45%; border-bottom: 1px solid black;">,Plaintiff</td> </tr> <tr> <td style="font-size: small;">First Name</td> <td></td> <td style="font-size: small;">Last Name</td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center; padding: 5px;">v.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">HONGLIANG</td> <td style="border-bottom: 1px solid black;">M.I.</td> <td style="border-bottom: 1px solid black;">SHEN</td> <td style="border-bottom: 1px solid black;">,Defendant</td> </tr> <tr> <td style="font-size: small;">First Name</td> <td></td> <td style="font-size: small;">Last Name</td> <td></td> </tr> </table>	CONGHUI	M.I.	ZHENG	,Plaintiff	First Name		Last Name		v.				HONGLIANG	M.I.	SHEN	,Defendant	First Name		Last Name		Berkshire Division
CONGHUI	M.I.	ZHENG	,Plaintiff																		
First Name		Last Name																			
v.																					
HONGLIANG	M.I.	SHEN	,Defendant																		
First Name		Last Name																			

1. Plaintiff resides at 127 Oak Hill Road Pittsfield MA 01201
(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

2. Defendant resides at 41-40 Union Street Apt 9F Flushing NY 11355
(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

3. By judgment order of the Court, dated September 29, 2023 defendant was ordered
 to pay alimony and/or support for minor or dependent child(ren) in the sum of \$ _____ weekly monthly
 to comply with the Court ordered parenting time.
 not to impose any restraint on the personal liberty of plaintiff
 to pay health insurance premiums for plaintiff and/or child(ren)
 to pay reasonable medical and dental expenses for plaintiff and/or child(ren)
 other

"2. Both parties shall cooperate in the sale of the former marital home located at 127 Oak Hill Rd, Pittsfield MA, and neither party, through action or inaction, shall deny or frustrate the sale. 3. The parties shall forthwith execute a purchase and sale agreement to sell the former marital home and shall effectuate sale" timely. ...

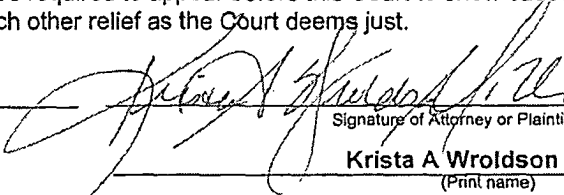
and said judgment order is still in force.

4. Defendant has not obeyed that judgment order and
 is in arrears of court-ordered support payments.
 there now remains due and unpaid to plaintiff the sum of \$ _____ plus such further amounts as may accrue to the date of hearing.
 plaintiff has been denied parenting time on _____
 has violated the order on October 16, 2023 by:

through Counsel, refusing to sign the Purchase and Sale Agreement to list the property for sale.

5. Wherefore, plaintiff requests that defendant be required to appear before this Court to show cause why defendant should not be adjudged in contempt of Court and for such other relief as the Court deems just.

Date: October 16, 2023



 Signature of Attorney or Plaintiff, if pro se
Krista A Wroldson Miller
(Print name)

152 North Street Suite 340
(Address) (Apt, Unit, No. etc.)
Pittsfield MA 01201
(City/Town) (State) (Zip)
 Primary Phone #: 413-770-7624
 E-mail: KristaWM@BierwasLaw.com
 B.B.O. # 656381

File 98

Notice Issued: 10/20/83

To: PTF-DFT-ATTY/P-ATT/D

By: 

CONTEMPT SUMMONS	Docket No. BE20D0145DR	Commonwealth of Massachusetts The Trial Court Probate and Family Court
<p style="text-align: center;">Conghui Zheng</p> <hr/> <p style="text-align: center;">Hongliang Shen Name of Case</p>		Berkshire Probate and Family Court (413)442-6941
<p>To the above named Defendant: You are ordered to appear at a Probate and Family Court to be held at:</p> <p style="margin-left: 40px;">Date: 11/20/2023 Time: 11:00 AM Place: Courtroom 2 44 Bank Row IN PERSON Pittsfield, MA 01201 Summons Issued, Contempt Returnable</p> <p>to show cause why you should not be held in civil and/or criminal contempt, the penalty for which may be a jail sentence.</p>		
<p>You are hereby summoned and required to serve upon:</p> <p style="margin-left: 40px;">Katherine J Bierwas, Esq.</p> <p>whose address is:</p> <p style="margin-left: 40px;">Law Offices of Katherine J. Bierwas 152 North St Suite 340 Pittsfield, MA 01201</p> <p>your answer, if any, to the complaint which is herewith served upon you, within <u>7 days</u> after service of this summons upon you, exclusive of the day of service. You are also required to file your answer, if any, to the complaint in this office of the Register of this court at Berkshire Probate and Family Court, either before service upon Plaintiff or Plaintiff's attorney, if represented by counsel, or within a reasonable time thereafter.</p>		
Failure to appear on this date may result in the issuance of an order for your arrest.		

WITNESS, Hon. Richard A Simons, First Justice of this Court.

Date: October 20, 2023



Register of Probate

*** Parties and counsel MUST report to the Court at least 30 minutes prior to their scheduled hearing.**

CONTEMPT SUMMONS

Docket No.
BE20D0145DR

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court**

ACCEPTANCE OF SERVICE

I, _____, the above named Defendant hereby accept service of this summons and understand that judgment may be rendered against me in accordance with the complaint, a copy of which I have received this day.

Date _____

SIGNATURE OF DEFENDANT

NOTARIZATION

_____ ss

Date _____

Then personally appeared the above named _____ who made oath that the foregoing acceptance was his free act and deed.

Signature of Notary _____

Print Name _____

My Commission expires _____

RETURN OF SERVICE

I hereby certify under the penalties of perjury that:

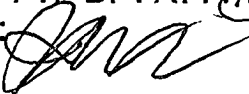
I served a copy of the within summons together with a copy of the complaint in this action upon the within named defendant by:

- serving in hand a copy of the summons as ordered.
- mailing certified registered postpaid a copy of the summons as ordered.

Date of service: _____

Signed under the penalties of perjury

Date _____

Notice Issued: 10/20/23
To: PTF-DFT-ATTY/P-ATT/D
By: 

Tab F Plaintiff's Emergency Motion Pursuant to Mass. R. Civ. P. 70, filed January 3, 2024 (Including Special Conditions Language, Paragraph 19).

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

BERKSHIRE, ss.

Docket No. BE20D0145

Conghui Zheng,
Plaintiff

v.

Hong Liang Sheng,
Defendant.

**EMERGENCY MOTION PURSUANT TO MASSACHUSETTS
CIVIL PROCEDURE RULE 70**

NOW COMES Conghui Zheng (hereinafter "Plaintiff"), Plaintiff in the above-captioned matter, by and through her counsel, and respectfully requests this Honorable Court appoint a representative to sign the Purchase and Sale Agreement presented January 3, 2023, and all other documents necessary to effectuate the sale of 127 Oak Hill Road, Pittsfield, Massachusetts 01201, pursuant to this Court's orders, in accordance with Mass.R.Civ.P. 70.

As reasons therefore, Plaintiff states as follows:

1. Pursuant to the Judgment of Divorce Nisi dated December 7, 2022, "On or before March 15, 2023, the Wife shall pay to the Husband the sum of \$85,309.00 for his interest in the equity in the former marital home. Upon payment of or in conjunction with any refinance of the former marital home to make the ordered payment, the Husband shall execute a deed transferring his interest in the property as well as sign any other documents necessary to complete the loan transaction."
2. The Wife was unable to refinance the property to pay the Husband the required amount and, therefore, offered the property for sale.
3. As the Husband was still on the Deed, his signature was required on the Listing Agreement with the Real Estate Broker to offer the property for sale.
4. The Husband signed the Listing Agreement on January 30, 2023.
5. An offer was received, and the Husband signed the Purchase and Sale Agreement on March 28, 2023.
6. The closing was scheduled for April 26, 2023, at 1:00 p.m.

7. Once the closing was scheduled, the Husband signed the required closing documents, including but not limited to the Deed, and a Power of Attorney in favor of Michael Shepard, the Seller's closing attorney.
8. Husband's Power of Attorney included the following language: "*The disbursement of proceeds shall solely comprise paying off mortgage and broker fee and taxes and other necessary fee adjustment for closing. No disbursement shall be made to Conghui Zheng and Hongliang Shen at closing time."
9. Documents, including the deed and aforementioned power of attorney, with the limiting condition, were emailed from Husband's attorney with the following directions: "... The sale proceeds shall not be disbursed to the sellers other than paying off the related fees associated with this closing..." at 2:51 p.m.
10. These documents were then overnighted to Attorney Darren Lee, the purchasers' closing attorney.
11. Therefore, the Wife could not provide the ordered \$85,309.00 to the Husband or go through with the sale under the condition precedent imposed, without authority, by the Husband.
12. The Wife had, prior to the closing, removed the contents of the house and leased an apartment.
13. The sale was lost due to the Husband's refusal to execute the closing documents without his condition precedent; fortunately, no lawsuits have been filed for the breach.
14. As a result of the above, the Wife cannot rely on the Husband to follow through and sign the necessary documents for her to sell the home and therefore comply with this Court's Order.
15. On September 29, 2023, following a Hearing on the Plaintiff's Complaint for Contempt, this Court found (relevant excerpts below, see complete Order appended hereto as Exhibit A):

In the event the Wife is unable to make the required payment by March 15, 2023, the property shall be listed for sale by a mutually agreed realtor [sic]. Upon the sale of the marital home, *the Husband shall receive \$85,309 from the sale proceeds after payment of the usual and customary closing costs. The Wife shall be entitled to the remainder of the proceeds.* (emphasis supplied)

A purchase and sale agreement was executed by the parties and a closing on the marital home was scheduled for April 26, 2023.

Husband executed a deed as well as Power of Attorney for the closing attorney to execute the required closing documents on his behalf.

Notwithstanding the foregoing, the power of attorney provided by Husband contained language which stated "the disbursement of proceeds shall be solely comprise paying off mortgage and broker fee and taxes and other necessary fee adjustment for closing. *No disbursement shall be made to Conhui Zhen [sic] and Hongliang Shen at closing time.*" (emphasis supplied)

In addition, Husband sent an email to the closing attorney stating, "*The sale proceeds shall not be disbursed to the sellers other than paying off the related fees associated with this closing.*"

As a result of Husband's actions, the sale did not take place.

The Court finds that Husband by his actions served to frustrate and/or delay the sale of the marital home.

16. On September 29, 2023, following a Hearing on the Plaintiff's Complaint for Contempt, this Court ordered and adjudged (relevant excerpts below, see complete Order appended hereto as Exhibit A):

Both parties shall cooperate in the sale of the former marital home located at 127 Oak Hill Road, Pittsfield, Massachusetts, and neither party, through action or inaction, shall delay or frustrate the sale.

The parties shall forthwith execute a listing agreement with the previously agreed upon realtor, shall further execute a purchase and sale agreement to sell the former marital home and shall effectuate the sale of the home in a timely manner.

In the event that the parties cannot agree upon a selling price, then the selling price shall be the fair market value of the property as determined by the realtor.

The parties shall follow all recommendations of the realtor regarding the negotiating and terms contained in the Purchase and Sale Agreement and shall execute any and all documents at the closing required to complete the transfer of title to the property.

In the event that either party refuses to comply with paragraphs 2-7 herein, the Court reserves the right to appoint an individual pursuant to Mass. R. Dom. Rel. R. 70 to effectuate such sale.

17. On October 19, 2023, the Plaintiff was required to file another Complaint for Contempt due to the Defendant's failure to comply with this Court's Orders (appended hereto as Exhibit B).
18. On January 3, 2024, the Parties' real estate agent presented a full price Purchase and Sale Agreement for signature by the Parties which expires on January 5, 2024.

19. The Defendant insisted on adding Special Conditions as a requirement of obtaining his signature, *to wit*:

▶ 34. **SPECIAL CONDITIONS / ADDENDA:** See attached addendum(s), incorporated here by reference.

Seller's Note:

The sales price was ordered by Berkshire Probate court in a second Contempt hearing based on its Judgment on seller Hong Liang Shen's Complaint of Contempt and seller Hong Liang Shen has appealed the court's judgment on his complaint of contempt; whether the judgment on his complaint of Contempt by the Berkshire Probate Court is valid or not may take many months to be determined by the Appeals court. The Appeals Docket# 2023-P-1468. please consult with your attorney.

20. Upon receipt of the Defendant's required Special Conditions, Plaintiff's attorneys immediately contacted Defendant's attorney to request that the Defendant remove the added language (emails appended hereto as Exhibit C).
21. Defendant's attorney refused to remove the Special Conditions; this, coupled with the expiration of the Offer on Friday, January 5, 2024, creates the emergent need for this Court's intervention.
22. The addition of the above Special Conditions serves to frustrate the sale of the subject property.
23. Pursuant to Mass.R.Civ.P. 70, "If a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act and the party fails to comply within the time specified, the Court may direct the act to be done at the cost of the disobedient party by some other person appointed by the Court and the act when so done has like effect as if done by the party. On application of the party entitled to performance, the clerk shall issue a writ of attachment against the property of the disobedient party to compel obedience to the judgment. The Court may also in proper cases adjudge the party in contempt."

WHEREFORE, Plaintiff, through counsel, respectfully moves this Honorable Court:

1. Appoint a representative to sign the required documents to sell 127 Oak Hill Road, Pittsfield, Massachusetts 01201;
2. Order the expense of such a representative to be the sole responsibility of the Husband;
3. Award fees and costs associated with filing this Motion under Mass.R.Civ.P. 70;
4. Order any other such relief this Court deems just and proper.

Respectfully submitted,
Conghui Zheng, Plaintiff,
By her Attorney,

Date: January 3, 2024



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NOTICE OF EMERGENCY MOTION AND CERTIFICATE OF SERVICE

I, Krista A Wroldson Miller, Esq., certify that I served one copy of the foregoing Motion upon the following counsel of record for the Defendant, together with notice that I am requesting this Motion be heard on **JANUARY 4, 2025, at 3:00 P.M. by ZOOM AT <https://www.zoomgov.com/j/1610078331>**, via email:

Jie Tan, Esq.
JT Law Services, PC
400 Tradecenter Drive, Suite 5900
Woburn, Massachusetts 01801
Jie.tan@jtlawservices.com



Dated: January 3, 2024

Krista A Wroldson Miller

Tab G Contempt Judgment of the Berkshire Probate and Family Court dated January 4, 2024.

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

BERKSHIRE DIVISION

PROBATE & FAMILY COURT
Docket No. BE20D0145

HONGLIANG SHEN,
PLAINTIFF

v.

CONGHUI ZHENG,
DEFENDANT

SECOND AMENDED¹ FURTHER JUDGMENT ON CONTEMPT (#60)

After hearing on Wife's Emergency Motion Pursuant to Massachusetts Civil Procedure Rule 70 on January 4, 2024, wherein Wife appeared with Attorney Bierwas, and Husband appeared with Attorney Tan, and upon consideration of the relevant and credible evidence presented, the Court finds as follows:

1. There is a clear and unequivocal order in effect, to wit, Judgment On Contempt dated September 29, 2023 (#87).
2. Said Judgment contains a provision which requires both parties to cooperate in the sale of the former marital home located at 127 Oak Hill Road, Pittsfield, Massachusetts, and neither party through action or inaction, shall delay or frustrate the sale.
3. Said Judgment contains a provision that stated the parties were to execute a listing agreement forthwith.
4. Said Judgment further provided that the parties shall execute a purchase and sale agreement to sell the former marital home and shall effectuate the sale of the home in a timely manner.
5. Said Judgment further stated the parties shall follow all recommendations of the realtor regarding the negotiating and terms contained in the Purchase and Sale Agreement and *shall* execute any and all documents at the closing required to complete the transfer of title to the property.
6. Finally, the Judgment contained a provision which states if either party refuses to comply with the paragraphs above, the Court reserves the right to appoint a individually pursuant to Mass. R. Dom.

¹ The underlying docket entry number was amended and Plaintiff and Defendant have been changed to Husband and Wife.

Rel. R. 70 to effectuate such sale.

7. The Court finds the Judgment was sufficiently clear and each party was provided with adequate notice of the required or prohibited activity. See Lynch v. Police Comm'r of Boston, 51 Mass. App. Ct. 772 (2001).
8. The Court finds each party was on clear notice that the Court intended to appoint a third party to undertake all actions necessary to sell the property if either party failed to comply with the Judgment. See Zoeller v. Zoeller, 22-P-644 (2023).
9. The Court finds Husband has clearly and undoubtedly disobeyed the provisions of the Judgment by i) failing to execute a listing agreement which was presented to him on or about October 10, 2023 “forthwith”²; ii) failing to execute a purchase and sale agreement which is scheduled to expire on January 5, 2024; and iii) attempting to insert terms into said Agreement that were not recommended by the realtor³, which would serve to delay or frustrate the sale of the former marital home.

Accordingly, IT IS ORDERED AND ADJUDGED:

- A. The Husband is in Contempt of this Court for having willfully neglected and refused to comply with the terms of the Judgment referenced herein.
- B. Attorney Jennifer Breen is hereby appointed pursuant to Rule 70 of the Mass. R. Dom. Rel. Procedure to complete on behalf of the Husband the following:
 - i. execute on behalf of the Husband a Purchase and Sale Agreement for the sale of the property located at 127 Oak Hill Road, Pittsfield, Massachusetts;
 - ii. to negotiate and include any such terms in the Purchase and Sale Agreement for said property that are usual and customary, including terms and conditions for inspection, mortgage contingencies, deposit, etc.;
 - iii. to execute any and all documents at the closing on said property on behalf of the Husband necessary to effectuate the sale and transfer title of the above referenced property to the buyers, including any mortgage documents required by the buyer’s lender;

² Husband did not execute the purchase and sale agreement until approximately 20 days after it was received and after a new Complaint for Contempt was filed by Wife alleging Husband’s failure to sign the agreement [#90].

³ As noted previously herein, the parties were to follow all recommendations of the realtor regarding the terms contained in the Purchase and Sale Agreement. Husband failed to consult with the realtor and/or obtain her recommendation regarding the terms he attempted to insert into the agreement.


- iii. to retain and/or authorize a real estate attorney on behalf of the Husband to deal with and resolve any title issues or other problems with the above referenced property and otherwise represent the seller in all aspects of the real estate closing;
- iv. to ensure that the provisions contained in the Judgment on Contempt dated 29, 2023 (#87) are complied with.

C. All costs and fees associated with the appointment of Attorney Breen pursuant to *this* Order, shall be the responsibility of the Husband.

Date: January 25, 2024
nunc pro tunc to
January 4, 2024

/s/ Dana S. Doyle
Dana S. Doyle, Justice
Probate and Family Court

EX:
JOSEPH-DONOVAN-CLERK
HONORABLE: V V

Notice Issued: 1/15/24
To: PTF-DFT-ATTY/P-ATT/D
By: 

Bierwas
Miller Zema
Tan

Tab H Order of the Berkshire Probate and Family Court dated January 27, 2026 (Denying Defendant's Motion for Relief from Void Judgments Pursuant to Mass. R. Civ. P. 60(b)(4)).

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

Probate and Family Court
Docket No: BE20D0145

Conghui Zheng,
Plaintiff

v.

Hong Liang Shen,
Defendant

Date 1/27/2026
The Within Motion is Hereby
Allowed / Denied

Dana Doyle
JUDGE OF PROBATE COURT
Dana Doyle

*Notwithstanding the foregoing,
the court takes no action on
the request for sanctions.*

**DEFENDANT'S MOTION TO STRIKE PLAINTIFF'S REQUEST FOR SANCTIONS
AND, IN THE ALTERNATIVE, FOR FINDINGS OF FACT**

NOW COMES the Defendant, Hong Liang Shen, and respectfully moves this Honorable Court to STRIKE the request for sanctions contained within the Plaintiff's Opposition dated January 21, 2026.

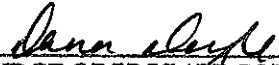
- 1. Grounds for this Motion:** In Plaintiff's Opposition, the Plaintiff's request for sanctions is procedurally defective because it was improperly embedded within a responsive pleading (the Opposition) rather than filed as a separate motion. This "ambush" tactic deprives the Defendant of proper notice and the opportunity to be heard, in violation of the principles of Due Process and the distinct procedural requirements for Rule 11 and G.L. c. 231, § 6F.
- 2. In the Alternative:** Should this Court entertain the Plaintiff's defective request, the Defendant moves for **Findings of Fact and Rulings of Law**, pursuant to **Mass. R. Dom. Rel. P. 52(a)** and **M.G.L. c. 231, § 6F**, requiring the Court to identify the specific factual basis for any finding of "subjective bad faith" or "willfulness" before imposing sanctions.
- 3. Under Rule 11:** The Court is required to find a "willful violation" and "subjective bad faith." *Van Christo Advertising, Inc. v. M/A-COM/LCS*, 426 Mass. 410 (1998).
- 4. G.L. c. 231, § 6F:** governs the standard sanction under "frivolousness", to the extent the Court's award of attorney's fees and costs was based on **M.G.L. c. 231, § 6F**, the statute explicitly mandates that the Court "*shall set forth... the specific facts and*

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

Probate and Family Court
Docket No: BE20D0145

_____)
Conghui Zheng,)
Plaintiff)
)
v.)
)
Hong Liang Shen,)
Defendant)
_____)

Date 1/27/2026
 The Within Motion is Hereby
 Allowed / Denied

 JUDGE OF PROBATE COURT
 Dana Doyle

**Defendant Hong Liang Shen's Motion for Relief from Void Judgments
 Pursuant to Rule 60(b)(4)
 and
 Request for Emergency Stay of Execution Under Rule 62(b).**

Now comes Hong Liang Shen, pursuant to Massachusetts Rule of Civil Procedure 60(b)(4), and respectfully moves this Court to set aside and vacate the judgment entered on September 29, 2023 and January 4, 2024 on the grounds that said judgment is void as a matter of law. The Defendant Shen hereby informs this Court of their federal claims only for the purpose of complying with the requirements of *Government Employees v. Windsor*, 353 U.S. 364 (1957) and *England v. Louisiana State Board of Medical Examiners*, 375 U.S. 411 (1964). The Defendant expressly reserves all federal claims and contentions for subsequent disposition by the United States District Court and does not submit said federal claims for adjudication by this state court.

In support of the motion thereof, Defendant Hong Liang Shen states the following:

1. Massachusetts Rule of Civil Procedure 60(b)(4), "On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: ... (4) the judgment is void."
2. In Massachusetts, a judgment is void under **Rule 60(b)(4)** if the court "acted in a manner inconsistent with due process of law" or lacked jurisdiction. If a judge issued a contempt order that exceeded the scope of the original complaint and ignored the fact that the defendant had already "purged" their contempt, several constitutional and legal arguments apply.

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