

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

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In re: : Chapter 11

:

HO WAN KWOK, *et al.*,¹ : Case No. 22-50073 (JAM)

:

Debtors. : (Jointly Administered)

:

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:

LUC A. DESPINS, CHAPTER 11 :

TRUSTEE, :

:

: Adv. Proceeding No. 24-05318

Plaintiff, :

v. :

:

ALFA GLOBAL VENTURES LIMITED, ALFONSO :

GLOBAL VENTURES LIMITED, ANTON DEVELOPMENT :

LIMITED, BRAVO LUCK LIMITED, CHINA GOLDEN :

SPRING GROUP (HONG KONG) LTD., EASTERN PROFIT :

CORPORATION LIMITED, FREEDOM MEDIA VENTURES :

LIMITED, G MUSIC LLC, HAORAN HE, JOVIAL :

CENTURY INTERNATIONAL LIMITED, K LEGACY LTD., :

KARIN MAISTRELLO, LEADING SHINE LIMITED, :

NEXT TYCOON INVESTMENTS LIMITED, QIANG :

GUO, SARACA MEDIA GROUP, INC., SEVEN MISSION :

GROUP LLC, WISE CREATION INTERNATIONAL :

LIMITED, :

Defendants. :

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¹ The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and the Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despina, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

AMENDED MEMORANDUM OF LAW IN SUPPORT OF MOTION OF CHAPTER 11 TRUSTEE FOR ESTATE OF HO WAN KWOK FOR ENTRY OF DEFAULT JUDGMENT AGAINST DEFENDANTS ALFA GLOBAL VENTURES LIMITED, ALFONSO GLOBAL VENTURES LIMITED, ANTON DEVELOPMENT LIMITED, BRAVO LUCK LIMITED, CHINA GOLDEN SPRING GROUP (HONG KONG) LTD., EASTERN PROFIT CORPORATION LIMITED, FREEDOM MEDIA VENTURES LIMITED, G MUSIC LLC, QIANG GUO, HAORAN HE, JOVIAL CENTURY INTERNATIONAL LIMITED, LEADING SHINE LIMITED, NEXT TYCOON INVESTMENTS LIMITED, SARACA MEDIA GROUP, INC., SEVEN MISSION GROUP LLC, AND WISE CREATION INTERNATIONAL LIMITED

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Pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure (each a “Civil Rule”), made applicable by Rule 7055 of the Federal Rules of Bankruptcy Procedure (each a “Bankruptcy Rule”), and Rule 7055-1 of the Local Bankruptcy Rules for the District of Connecticut (each a “Local Rule”), Luc A. Despins, as chapter 11 trustee (the “Trustee”) for the estate of Ho Wan Kwok (the “Debtor”), respectfully submits this memorandum of law in support of his motion (the “Motion”) for entry of default judgment against defendants Alfa Global Ventures Limited (“Alfa Global”), Alfonso Global Ventures Limited (“Alfonso Global”), Anton Development Limited (“Anton Development”), Bravo Luck Limited (“Bravo Luck”), China Golden Spring Group (Hong Kong) Ltd. (“China Golden Spring”), Eastern Profit Corporation Limited (“Eastern Profit”), Freedom Media Ventures Limited (“Freedom Media”), G Music LLC (“G Music”), Haoran He, Jovial Century International Limited (“Jovial Century”), Leading Shine Limited (“Leading Shine BVI”), Next Tycoon Investments Limited (“Next Tycoon”), Qiang Guo, Saraca Media Group, Inc. (“Saraca”), Seven Mission Group LLC (“Seven Mission”), and Wise Creation International Limited (“Wise Creation”) (collectively, the “Default Defendants”), filed concurrently herewith. In further support of the Motion, the Trustee submits the Declaration of Patrick R. Linsey, (the “Linsey Declaration”), also filed concurrently herewith.

I. PRELIMINARY STATEMENT

1. The Default Defendants belong to two categories:
 - a. the “Defaulting Alter Egos,” consisting of defaulting entities as to which the Trustee has asserted alter ego and/or beneficial ownership claims or similar claims

under applicable law (such claims, the “Alter Ego Claims”). The Defaulting Alter Egos addressed herein are: (i) Alfa Global; (ii) Alfonso Global; (iii) Anton Development; (iv) Bravo Luck; (v) China Golden Spring; (vi) Eastern Profit; (vii) Freedom Media; (viii) G Music; (ix) Leading Shine BVI; (x) Saraca; and (xi) Wise Creation.

b. the “Defaulting Nominal Owners,” consisting of other defaulting entities and individuals that are named as defendants because they are the nominal owners of either (i) certain of the Defaulting Alter Egos or (ii) certain of the entities with respect to which the Trustee has asserted Alter Ego Claims that remain pending in Adv. Proc. No. 24-05249 (the “Responding Alter Egos”² and, together with the Defaulting Alter Egos, collectively, the “Relevant Alter Egos”). The Defaulting Nominal Owners addressed herein consist of: (i) Haoran He (nominal owner of Defaulting Alter Egos Freedom Media and Wise Creation); (ii) Jovial Century (nominal owner of Responding Alter Egos G Club International Limited (“G Club International”), G Fashion (CA), G Fashion International Limited (“G Fashion International”), G Fashion Hold Co. A Limited (“G Fashion Hold Co. A”), and G Fashion Hold Co. B Limited (“G Fashion Hold Co. B”)); (iii) Next Tycoon (nominal owner of Defaulting Alter Ego Alfonso Global); (iv) Qiang (“Milesen”) Guo (nominal owner of Defaulting Alter Egos Leading Shine BVI, Bravo Luck, and China Golden Spring, and ultimate nominal owner of Defaulting Alter Ego Saraca); (v) Saraca

² The Responding Alter Egos are: G Club International Limited, G Fashion International Limited, G Fashion Hold Co A Limited, G Fashion Hold Co B Limited, G Fashion (CA), GFashion Media Group Inc., Rule of Law Foundation, Inc, and Rule of Law Society, Inc. For the avoidance of doubt, the Motion does not seek any relief against the Responding Alter Egos.

(nominal owner of Responding Alter Ego GFashion Media Group, Inc. (“GFashion Media”)); and (vi) Seven Mission (nominal owner of Responding Alter Egos Rule of Law Foundation III, Inc. (“Rule of Law Foundation”) and Rule of Law Society IV, Inc. (“Rule of Law Society”)).

2. The Trustee’s complaint filed on February 15, 2024, (the “Complaint”) in Adv. Proc. No. 24-05249 (the “OAE Adversary Proceeding”) asserts that the Relevant Alter Egos, and all of their assets, are and always have been property of the Debtor or property of the Debtor’s chapter 11 estate (the “Estate”).

3. Between March 6, 2024, and June 18, 2024, each of the Default Defendants was served with the Summons and Complaint pursuant to applicable law. To date, none has responded. On September 13, 2024, a default entered against each of the Default Defendants.

4. The facts set forth in the Complaint are more than sufficient to support the Trustee’s Alter Ego Claims as to the Relevant Alter Egos under applicable law, and thus default judgment should enter in the Trustee’s favor against the Default Defendants. Because all the requirements for a default judgment have been satisfied, the Trustee respectfully requests that the Motion be granted and that judgment be entered in his favor against the Default Defendants on the claims in his Complaint addressing the Relevant Alter Egos.³

³ By the Motion, the Trustee seeks entry of default judgment and other relief against Default Defendants on the Claims of the Complaint numbered: First and Second (as to Qiang Guo as nominal owner of Saraca); Third (as to Jovial Century as nominal owner of G Club International); Sixth (as to Jovial Century as nominal owner of G Fashion International); Seventh (as to Jovial Century as nominal owner of G Fashion Hold Co. A); Eighth (as to Jovial Century as nominal owner of G Fashion Hold Co. B Limited); Ninth and Tenth (as to Jovial Century as nominal owner of G Fashion (CA)); Fifteenth and Sixteenth (as to Saraca as nominal owner of GFashion Media);

II. PROCEDURAL HISTORY

A. Appointment of Chapter 11 Trustee

5. On June 15, 2022, the Court entered an order directing the United States Trustee to appoint a chapter 11 trustee. [Main ECF No. 465].

6. On July 7, 2022, the United States Trustee filed the notice and application with respect to the appointment of Luc A. Despins as the chapter 11 trustee in the Debtor's case pursuant to section 1104(d) of the Bankruptcy Code. [Main ECF No. 515]. On July 8, 2022, the Bankruptcy Court entered an order granting the appointment of the Trustee in the Debtor's case. [Main ECF No. 523].

B. Trustee Serves Summons and Complaint, and Default Defendants Fail to Respond

7. On February 15, 2024, the Trustee commenced the OAE Adversary Proceeding by filing an adversary complaint [Adv. ECF No. 1]⁴ (the "Complaint") against the Default Defendants, among others.⁵ On February 29, 2024, the Clerk of the Court issued a *Summons and*

Nineteenth and Twentieth (as to G Music, and as to Jovial Century as its nominal owner); Twenty-First (as to Freedom Media, and as to Haoran He as its nominal owner); Twenty-Second (as to Wise Creation, and as to Haoran He as its nominal owner); Twenty-Eighth and Twenty-Ninth (as to Seven Mission as nominal owner of Rule of Law Foundation III, Inc.); Thirtieth and Thirty-First (as to Seven Mission as nominal owner of Rule of Law Society IV, Inc.); Thirty-Sixth (as to China Golden Spring, and as to Qiang Guo as its nominal owner); Thirty-Eighth (as to Bravo Luck, and as to Qiang Guo as its nominal owner); Thirty-Ninth (as to Leading Shine BVI, and as to Qiang Guo as its nominal owner); Fortieth (as to Anton Development); Forty-First (as to Eastern Profit); Forty-Second (as to Alfa Global); and Forty-Third (as to Alfonso Global, and as to Next Tycoon as its nominal owner).

⁴ [Adv. ECF No. __] refers to documents filed in the OAE Adversary Proceeding. Pursuant to the Court's order which, among other things, severed the Trustee's claims against the Default Defendants from the OAE Adversary Proceeding, these documents likewise appear on the docket in the above-captioned adversary proceeding against the severed Default Defendants (the "Severed Adversary Proceeding"). [Main Case ECF No. __] refers to documents filed in the Chapter 11 Case.

⁵ Capitalized terms not expressly defined herein adopt the meanings ascribed to them in the Complaint.

Notice of Pretrial Conference in an Adversary Proceeding [Adv. ECF No. 5] (the “Summons”), directing the Default Defendants to respond to the Complaint within 60 days of service of the Summons.

8. On March 22, 2024, the Court entered its *Order Staying Adversary Proceedings and Granting Other Relief Pending Disposition of Criminal Proceeding* [Adv. ECF No. 14] (the “Stay Order”), thus staying the OAE Adversary Proceeding as to the Default Defendants pending the Trustee’s filing a notice of resumption following the conclusion of the Debtor’s criminal trial (the “Resumption Notice” and the time between the entry of the Stay Order and the filing of the Resumption Notice, the “Stay Period”).⁶ Pursuant to the Stay Order, defendants who were served with the Summons and Complaint had thirty days from the conclusion of the Stay Period to answer or otherwise respond to the Complaint. (Stay Order at ¶ 4).

9. On May 14, 2024, the Summons and Complaint (collectively, the “Served Documents”) were served on Default Defendant Alfa Global via personal service on its registered agent or office by the Trustee’s British Virgin Islands counsel, Harney Westwood & Riegels LP (“Harneys”), as follows: Alfa Global Ventures Limited, FFP (BVI) Limited, 2nd Floor, Water’s

⁶ The Trustee’s claims against K Legacy, Ltd. and Qiang Guo, in his capacity as nominal owner of K Legacy, Ltd., were carved out from and thus not stayed by the Stay Order and the Trustee was permitted to undertake efforts to effect service during the Stay Period. (Stay Order at ¶ 5.) Accordingly, the Trustee pursued defaults against K Legacy, Ltd. and Qiang Guo, in his capacity as nominal owner of K Legacy, Ltd., and served the Default Defendants during the Stay Period. The Court entered default judgment against K Legacy, Ltd., and against Qiang Guo in respect to the Trustee’s claim regarding K Legacy, Ltd. (*i.e.*, the Thirty-Seventh Claim of the Complaint) [Adv. ECF No. 76]. For the avoidance of doubt, Qiang Guo is also named in the instant Motion seeking entry of default judgment in respect to his status as nominal owner of Defaulting Alter Egos Leading Shine BVI, Bravo Luck, and China Golden Spring, and ultimate nominal owner of Defaulting Alter Ego Saraca.

Edge Building, P.O. Box 2429, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, as memorialized by the Trustee's *Certificate of Service Regarding Summons and Adversary Complaint* filed on July 22, 2024 [Adv. ECF No. 39] (the "First COS"). See Linsey Decl., ¶ 6 and Exhibit 5.

10. On May 14, 2024, the Served Documents were served on Default Defendant Alfonso Global via personal service on its registered agent or office by Harneys as follows: Alfonso Global Ventures Limited, FFP (BVI) Limited, 2nd Floor, Water's Edge Building, P.O. Box 2429, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, as memorialized by the First COS. See Linsey Decl., ¶ 7 and Exhibit 5.

11. On June 18, 2024, the Served Documents were served on Default Defendant Anton Development via United States Postal Service – Priority Mail Express International, as follows: Anton Development Limited, 181 Johnston Road, Tai Yau Building, 8th Floor, Rooms 805-806, Wanchai, Hong Kong, as memorialized by the Trustee's *Certificate of Service Regarding Summons and Adversary Complaint* filed on August 1, 2024 [Adv. ECF No. 43] (the "Second COS"). See Linsey Decl., ¶ 8 and Exhibit 6.

12. On May 15, 2024, the Served Documents were served on Default Defendant Bravo Luck via personal service on its registered agent or office by Harneys as follows: Bravo Luck Limited, c/o Harneys Corporate Services Limited, Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands, as memorialized by the First COS. See Linsey Decl., ¶ 9 and Exhibit 5.

13. On May 13, 2024, the Served Documents were served on Default Defendant China Golden Spring via DHL Express, as follows: China Golden Spring Group (Hong Kong) Ltd., Majestic View Manor, 20-22 South Bay Road, Repulse Bay, as memorialized by the Second COS. *See* Linsey Decl., ¶ 10 and Exhibit 6.

14. On May 13, 2024, the Served Documents were served on Default Defendant Eastern Profit via DHL Express, as memorialized by the Second COS, as follows: Eastern Profit Corporation Limited, Majestic View Manor, 20-22 South Bay Road, Repulse Bay as memorialized by the Second COS. *See* Linsey Decl. ¶ 11 and Exhibit 6.

15. On May 14, 2024, the Served Documents were served on Default Defendant Freedom Media via personal service on its registered agent by Harneys, as follows: Freedom Media Ventures Limited, c/o Intershore Consult (BVI) Ltd., Intershore Chambers, P.O. Box 4342, Road Town, Tortola, VG1110, British Virgin Islands as memorialized by the First COS. *See* Linsey Decl., ¶ 12 and Exhibit 5.

16. On March 6, 2024, the Served Documents were served on Default Defendant G Music via first-class U.S. Mail, via UPS or Federal Express overnight delivery, and via email, at the following addresses:

- a. G Music LLC, c/o Corporation Service Company, 251 Little Falls Dr., Wilmington, DE 19808;
- b. G Music LLC, c/o Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, Attn: Howard Steinberg; and
- c. Steinbergh@gtlaw.com; and haynesn@gtlaw.com.

This service is memorialized by the Trustee's *Certificate of Service Regarding Summons and Adversary Complaint* filed March 28, 2024 [Adv. ECF No. 15] (the "Third COS"). See Linsey Decl., ¶ 13 and Exhibit 7.

17. On March 21, 2024, Emily Ring, a person qualified to effect service, sent a service package including the Served Documents via Federal Express, FedEx International Connect Plus to Default Defendant Qiang Guo, at 5 Princes Gate, Flat 6, London, SW7 IQJ, United Kingdom, as memorialized by the Trustee's *Certificate of Service Regarding Summons and Adversary Complaint* filed on May 10, 2024 [Adv. ECF No. 23] (the "Fifth COS"). See Linsey Decl., ¶ 18 and Exhibit 9.

18. On May 10, 2024, the Served Documents were served on Default Defendant Haoran He via the postal service trading as "Royal Mail Group Limited" registered in the United Kingdom, as follows:

- a. Haoran He, 79 East Works Drive, Cofton Hackett, Birmingham, West Midland, B45 8GR; and
- b. Haoran He, 2 Hampton Court Road, First Floor, Birmingham, England, B17 9AE.

This service is memorialized by the Trustee's *Certificate of Service Regarding Summons and Adversary Complaint* filed July 29, 2024 [Adv. ECF No. 42] (the "Fourth COS"). See Linsey Decl., ¶ 14 and Exhibit 8.

19. On May 10, 2024, the Served Documents were served on Default Defendant Jovial Century via personal service on its registered agent or office by Harneys, as follows: Jovial Century International Limited, c/o FH Corporation Services Ltd., Qwomar Building, P.O. Box 4649, Road

Town, Tortola, British Virgin Islands as memorialized by the First COS. *See* Linsey Decl., ¶ 15 and Exhibit 5.

20. On May 10, 2024, the Served Documents were served on Default Defendant Leading Shine BVI via personal service on its registered agent or office by Harneys, as follows: Leading Shine Limited, c/o Vistra (BVI) Limited, Vistra Corporate Services Centre, Wickhams Cay II, Road Town Tortola, VG1110, British Virgin Islands, as memorialized by the First COS. *See* Linsey Decl., ¶ 16 and Exhibit 5.

21. On May 10, 2024, the Served Documents were served on Default Defendant Next Tycoon via personal service on its registered agent or office by Harneys, as follows: Next Tycoon Investments Limited, c/o Vistra (BVI) Limited, Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands, as memorialized by the First COS. *See* Linsey Decl., ¶ 17 and Exhibit 5.

22. On March 6, 2024, the Served Documents were served on Default Defendant Saraca via first-class U.S. Mail and via UPS or Federal Express overnight delivery, and via process server where noted, as follows:

- a. Saraca Media Group, Inc., 162 E. 64th Street, New York, NY 10065; and
- b. Saraca Media Group, Inc., c/o Delaware Secretary of State, Townsend Building, 401 Federal Street, Dover, DE 19901, Attn: Nicole Wilson, Process Agent (also served via process server).

This service is memorialized by the Third COS. *See* Linsey Decl., ¶ 19 and Exhibit 7.

23. On March 6, 2024, the Served Documents were served on Default Defendant Seven Mission via first-class U.S. Mail and via UPS or Federal Express overnight delivery, as follows: Seven Mission Group LLC, c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, as memorialized by the Third COS. *See* Linsey Decl., ¶ 20 and Exhibit 7.

24. On May 15, 2024, the Served Documents were served on Default Defendant Wise Creation via personal service on its registered agent by Harneys as follows: Wise Creation International Limited, c/o Harneys Corporate Services Limited, Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands, as memorialized by the First COS. *See* Linsey Decl., ¶ 21 and Exhibit 5.

25. On June 10, 2024, the Court entered a default against Default Defendant Qiang Guo, one of the parties expressly excepted from operation of the Stay Order [Adv. ECF No. 31]. *See* Linsey Decl., ¶ 28 and Exhibit 11.

26. On July 18, 2024, the Trustee filed the Resumption Notice [Adv. ECF No. 54]. Because all of the Default Defendants were validly served at the time that the Trustee filed the Resumption Notice, the Default Defendants had 30 days to respond to the Complaint, *i.e.*, until August 19, 2024.⁷ (Stay Order at ¶ 4.) *See* Linsey Decl., ¶ 5 and Exhibit 4. As to all the Default Defendants, this deadline was equivalent to or later than the deadline to respond to the Complaint pursuant to the Summons based on sixty days from service of such defendants.

⁷ August 17, 2024, the 30th day following July 18, 2024, was a Saturday.

27. None of the Default Defendants have responded to the Complaint or otherwise defended the claims asserted therein.

28. On September 13, 2024, the Court entered a Default against each of the remaining Default Defendants. [Adv. ECF No. 79]. *See* Linsey Decl., ¶ 31 and Exhibit 12.

29. On October 22, 2024, the Court entered an order severing the Trustee’s claims against the Default Defendants, thus creating this Severed Adversary Proceeding [Adv. ECF No. 102]. To date, none of the Default Defendants has appeared or sought to defend in either the OAE Adversary Proceeding or this Severed Adversary Proceeding.

III. SUMMARY OF FACTS GIVING RISE TO CLAIMS AGAINST DEFAULT DEFENDANTS

A. Debtor’s Prolific Use of Shell Companies

30. The Debtor is a prolific user of shell companies, purportedly owned by family members or business subordinates, to shield his assets and activities from creditors. The Debtor’s “shell game” has allowed him to continue to deny ownership of assets, refuse to pay debts, and—until his arrest by the FBI—live a life of luxury. Compl. ¶¶ 51-52.

31. In the Complaint, the Trustee identifies numerous companies the Debtor has used to shield assets and/or defraud creditors, many of which have already been the subject of proceedings in which the Trustee has obtained favorable rulings on his Alter Ego Claims with respect to such companies (the “Alter Ego Rulings”), such as, for example, HK International Funds Investments (USA) Limited, LLC (“HK USA”), Ace Decade Limited, and Golden Spring (New York) Ltd. (“Golden Spring”). Compl. ¶¶ 53-59.

32. According to the United States Government, the Debtor and his criminal co-defendants William Je and Yvette Wang “utilized more than approximately 500 accounts held in the names of at least 80 different entities or individuals to launder more than \$1 billion in fraud proceeds.” Compl. ¶ 69 (citing *Memorandum of Law of the United States of America in Opposition to Defendant Yanping Wang’s Motion for Pretrial Release* (the “USAO Memorandum”), at 29⁸).

B. Family Members and Associates Used by Debtor to Facilitate Fraud

33. In order to conceal his ownership and control of the Default Entities, the Debtor used family members and associates, including to serve as nominal equity owners and/or to serve in officer, director, and/or authorized signatory positions in respect to these entities or otherwise conduct their affairs. In all relevant circumstances, these individuals answered to the Debtor, who remained in control of the Default Entities and their operations.

34. Individuals used by the Debtor for such purposes as relevant to the Relevant Alter Egos include the following:

- a. **Qiang Guo** is the Debtor’s son and nominal owner of K Legacy, Bravo Luck, China Golden Spring, and Leading Shine BVI. Compl. ¶ 44. Qiang Guo has resided in both the United Kingdom and the United States during the time relevant to the complaint. Compl. ¶ 73(a)(ii). He has served the Debtor as nominal ultimate owner of numerous shell

⁸ The USAO Memorandum is attached as Exhibit B in the Reply of Chapter 11 Trustee to G Club Operations LLC’s Supplemental Objection to Trustee’s Motion to Compel and Request for Related Relief (the “G-Club Reply”) (June 23, 2023) [Main Case ECF No. 1934].

companies and has not to the Trustee's knowledge ever held gainful employment outside the Debtor's shell companies and has no source of wealth other than the Debtor. *Id.*

b. **Mei Guo** is the Debtor's daughter and nominal owner of Anton Development and Eastern Profit. Compl. ¶ 42. Mei Guo served as nominal ultimate owner of numerous shell companies, including HK USA, which this Court found to be the Debtor's alter ego. Compl. ¶ 73(a)(i). To the Trustee's knowledge, Mei Guo has never held gainful employment outside of the Debtor's shell companies and has no source of wealth other than the Debtor. *Id.*

c. **Haoran He** is the nominal sole owner of Wise Creation and Freedom Media. Compl. ¶¶ 31, 107-8, 111-2. He is believed to be a purported real estate developer residing in the United Kingdom who serves the Debtor as nominal owner for numerous of the G Entities, although he has no history of involvement with the types of purported businesses engaged in membership clubs (the G Club Entities), fashion (the G Fashion Entities), or music (G Music). Compl. ¶¶ 73(b)(iii), 87, 104. The Trustee understands that Haoran He is the strawman of the Debtor selected to be the nominal owner of these entities so as to avoid the regulatory and other scrutiny that would arise if the entities were placed in the name of the Debtor or of his family members. Compl. ¶¶ 73(b)(iii), 87. The Trustee further understands that Haoran He acted at the direction of the Debtor who has instructed Mr. He through Qiang Guo and Yvette Wang. *Id.*

d. **Karin Maistrello** formerly served as the Debtor's translator and is the nominal sole owner of Alfa Global. Compl. ¶ 38. Karin Maistrello also served the Debtor

in multiple roles such as director of ACA Capital Group and Rule of Law Society, and director and nominal owner of Alfa Global. Compl. ¶ 73(e)(vii).

e. **William Je** is a co-defendant of the Debtor in his criminal case. Compl. ¶ 73(b)(i). He is the nominal owner of Hamilton Capital Holding Limited, Hamilton Investment Management Limited, and Hamilton Opportunity Fund. Compl. ¶ 49. The Trustee understands that William Je has acted as the Debtor's agent in connection with the Debtor's financial transactions at least as far back as 2014. Compl. ¶ 73(b)(ii). William Je has used the Debtor's addresses as his own address, has shared office space with other known affiliates of the Debtor, assisted the Debtor in finding real estate in the United States, and Mei Guo has been known to refer to William Je as "Uncle William." *Id.* William Je assisted the Debtor in the transfer of \$37 million to be placed in escrow in connection with the return of the Lady May to the United States by signing a purported loan agreement with HK USA on behalf of the purported lender, Himalaya International Financial Group Limited. *Id.* The Debtor has referred to William Je as his "money man," according to trial testimony in the Southern District of New York. *Id.*

f. **Yanping ("Yvette") Wang** is the Debtor's assistant and agent. Compl. ¶ 73(b)(ii). This Court has already ruled that "[t]he Debtor has control over Ms. Wang" and that he "has employed Yvette Wang for several years, and has directed her to take actions on his behalf."⁹ *Id.* Yvette Wang is a co-defendant of the Debtor in his criminal case who

⁹ Corp. Governance Contempt Order ¶ 4, incorporated herein by reference.

played, according to the Government, an “instrumental role” in the Debtor’s fraud scheme as his “trusted chief of staff who is tasked with managing . . . entities with which she has no formal affiliation.”¹⁰ *Id.* Yvette Wang has served the Debtor in numerous roles including as an officer and authorized signatory of Golden Spring, Hudson Diamond Holding LLC, Hudson Diamond NY, Leading Shine NY, Saraca, GTV Media Group, inc., Genever Holdings LLC, and G Club Operations. *Id.*

g. **Han (“Hank”) Chunguang** is the Debtor’s household employee and chef. Compl. ¶ 73(c)(i). The Debtor has placed Han Chunguang in numerous positions within the Debtor’s network of shell companies, including as formal nominal owner Eastern Profit, Anton Development, and Rosy Acme Ventures Limited.¹¹ *Id.* Han Chunguang has also served the Debtor as a corporate officer and account signatory of Saraca and various BVI-registered entities that are subjects of the Bombardier Adversary Proceeding. *Id.*

h. **Natasha Qu (Qu Guojiao)** was, through September 2017, an assistant of the Debtor identified by the Hong Kong police as his “financial manageress.”¹² Compl. ¶ 73(c)(ii).

¹⁰ Letter, at 18, *United States v. Kwok*, No. 1:23-cr-00118-AT (S.D.N.Y. Mar. 29, 2023) [Docket No. 10] (“Kwok Criminal Case Letter”) attached as Exhibit 3 to the adversary complaint in the HCHK Adversary Proceedings, incorporated herein by reference.

¹¹ Rosy Acme Ventures Limited is one of the BVI entities that is the subject of the Bombardier Adversary Proceeding.

¹² See First Affirmation of Senior Inspector Chan Sze Wing (the “Wing Affirmation”) ¶¶ 5, 10, 157, attached as Exhibit 1 to the adversary complaint in the Golden Spring Adversary Proceeding, incorporated herein by reference.

i. **Guo Lijie** is the Debtor’s niece and has served the Debtor as the nominal owner of Alfa Global, in which she was, according to Hong Kong police, merely a “stooge[] for opening bank accounts and signing documents for [Alfa Global] at the request of [the Debtor].”¹³ Compl. ¶ 73(c)(iii).

j. **Zhang Wei** is the husband of the Debtor’s niece, Guo Lihong (not Guo Lijie discussed above), and has served the Debtor as the nominal owner of Alfonso Global, in which he, too, according to Hong Kong police, was merely a “stooge[] for opening bank accounts and signing documents for [Alfonso Global] at the request of [the Debtor].”¹⁴ Compl. ¶ 73 (c)(iv).

k. **Aaron Mitchell** is the Debtor’s personal attorney and has represented (individually and through his law firm, Lawall & Mitchell LLC) numerous of the Debtor’s shell companies, essentially acting as in-house general counsel for the Debtor’s combined enterprise. Compl. ¶ 73(d)(i). He has served the Debtor as a member of the board of directors of GTV prior to his resignation in April 2023. *Id.* Aaron Mitchell has been intimately involved in numerous of the Debtor’s major activities and transactions,

[REDACTED]

[REDACTED]

[REDACTED] *Id.* [REDACTED]

■ [REDACTED]
■ [REDACTED]

[REDACTED]

[REDACTED] *Id.* Finally, Aaron Mitchell has also used the address of the Debtor and numerous of his shell companies at 162 E. 64th Street in New York (the “E. 64th Street Address”) as his law firm address. *Id.*

1. **Max Krasner** was employed by the Debtor at Golden Spring, the HCHK Entities, and in numerous other roles, including as an employee, officer and/or authorized signatory of Hudson Diamond Holding LLC, Hudson Diamond NY, Infinity Treasury Management Inc., and Rule of Law Foundation. Compl. ¶ 73(e)(i). Max Krasner has assisted the Debtor with, among other things, purchases of houses in Connecticut titled to Greenwich Land, arrangements for the movement and maintenance of the Lady May, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.*

m. **Daniel Podhaskie** was formerly the Debtor’s personal attorney, as well as general counsel to Golden Spring and corporate representative of Genever Holdings LLC and Genever Holdings Corporation. Compl. ¶ 73(d)(ii). He has served the Debtor in numerous other roles, including officer and authorized signatory for Greenwich Land, Lamp Capital, Infinity Treasury Management Inc., Hudson Diamond Holding LLC, and Hudson Diamond NY. *Id.*

n. **Alex Hadjicharalambous** has served the Debtor as, among other things, Financial Controller of G Club Operations, as well as holding positions at one of the HCHK

Entities and Golden Spring. Compl. ¶ 73(e)(iii). In addition, Alex [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. *Id.*

o. **Jessica Mastrogiovanni** served the Debtor in multiple roles, including as general counsel to GTV and as corporate officer and authorized signatory of GTV and Saraca. Compl. ¶73 (e)(v). Jessica Mastrogiovanni also served in an in-house legal role with respect to G Club Operations and G Club International. *Id.*

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. *Id.*

C. Debtor Operates and Controls Alter Egos

35. The Trustee’s Complaint sets forth detailed allegations describing the Trustee’s control over each of the relevant Defaulting Alter Egos and Responding Alter Egos. Facts specific to each relevant entity are set forth herein in the Trustee’s discussion analyzing his claims. *See infra* ¶¶ 71-269.

36. Moreover, the Debtor has invoked his Fifth Amendment right against self-incrimination in response to questions under oath about his ownership and control of certain of the

Default Entities, including Alfa Global, Alfonso Global, Anton Development, Bravo Luck, China Golden Spring, Eastern Profit, Leading Shine BVI, and Saraca. Compl. ¶¶ 85, 151, 165, 174, 181, 187, 190, 193. Thus, the Debtor’s operation and control of these entities may be inferred.

D. Existing Creditor Claims

37. At all relevant times with respect to the Trustee’s claims at issue herein, the Debtor was indebted to one or more creditors. Such creditors could have pursued the relief sought by the Trustee herein in exercise of their rights. Compl. ¶¶ 197, 201, 207, 222, 228, 234, 239 243, 266, 270, 284, 288, 294, 300, 335, 339, 344, 348, 378, 390, 396, 402, 408, 414, 420.

E. Nominal Owner Entities

38. The Debtor advanced his fraudulent shell game by using numerous entities as holding companies to serve as nominal owners (for example, as listed shareholders or sole members) of other companies that the Debtor controlled as his alter egos. Entities that played this role have included, among many others, Jovial Century, Seven Mission, Next Tycoon, and Saraca.

39. Jovial Century is a BVI entity that is the nominal owner of G Club International, G Fashion International Limited, G Fashion Hold Co. A, and G Fashion Hold Co. B, G Fashion (CA), and G Music. Compl. ¶ 37. [REDACTED]

[REDACTED] ¶ 122 n. 86. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] ¶¶ 95, 97(vi). At all relevant times Jovial Century acted as a mere nominee or “bare trustee,” considered to hold legal title to ownership interests only for the benefit of the Debtor in

each of G Club International, G Fashion International, G Fashion Hold Co. A, and G Fashion Hold Co. B. Compl. ¶¶ 205-06, 220-21, 226-27, 232-33.

40. Seven Mission is a Delaware entity nominally owned by Yvette Wang, who was in turn under the direction and control of the Debtor. Compl. ¶ 5(b). Seven Mission is the nominal owner of Rule of Law Foundation and Rule of Law Society. Compl. ¶¶ 5(b), 48. At all relevant times Rule of Law Foundation and Rule of Law Society were alter egos of the Debtor. Rule of Law Foundation and Rule of Law Society were used by the Debtor to obtain funding from his followers, [REDACTED]

[REDACTED]. Compl. ¶¶ 5(b), 334, 338, 343, 347.

41. Next Tycoon is a BVI entity that is the nominal owner of Alfonso Global. *Compl.* ¶ 43. Next Tycoon was controlled by the Debtor through his agents and was used by the Debtor to cause [REDACTED]

[REDACTED]. Compl. ¶ 418. At all relevant times Next Tycoon acted as a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in Alfonso Global only for the benefit of the Debtor. Compl. ¶ 419.

42. Saraca is a Delaware entity nominally owned by the Debtor’s son Qiang (“Miles”) Guo through a BVI holding company called Hudson Diamond Holdings, Inc. Compl. ¶ 78. Saraca is the nominal owner of GFashion Media Group, Inc. Compl. ¶ 47. Among other things, GFashion Media Group, Inc. was operated by the Debtor from his office, was funded by the Debtor, and was managed by the Debtor’s agents. *See e.g.*, Compl. ¶ 265. At all relevant times, GFashion Media Group, Inc., was an alter ego of the Debtor. *See id.*

IV. LAW AND ARGUMENT

A. Legal Standard Applicable to Motion for Default Judgment

43. A party seeking a default judgment must apply to the Court for relief, as the Trustee does here. Fed. R. Civ. P. 55(b)(2). Once a defendant defaults, to obtain a default judgment, a plaintiff must establish that (i) it has validly served the defaulting defendant with the summons and complaint and (ii) “on the law [the plaintiff] is entitled to the relief it requests, given the facts as established by the default.” *Solis v. J.P. Maguire Co.*, No. 11-cv-2904, 2012 WL 4060569, at *2 (E.D.N.Y. July 24, 2012) (citation omitted).

44. The plaintiff need only demonstrate a *prima facie* case for relief under the law. *Law Office of W. Martyn Philpot, Jr., LLC v. Day (In re Day)*, No. 14-30950 (JAM), 2016 WL 2893681, at *1 (Bankr. D. Conn. May 12, 2016) (citing *Adams v. Bostick (In re Bostick)*, 400 B.R. 348, 354-55 (Bankr. D. Conn. 2009)). A “plaintiff has demonstrated a *prima facie* case when ‘a factfinder could reasonably find every element that the plaintiff must ultimately prove to prevail in the action.’” *In re Bostick*, 400 B.R. at 355 (citation omitted).

45. Here, the Trustee served the Default Defendants with the Summons and the Complaint pursuant to applicable law and has demonstrated a *prima facie* case against the Default Defendants on his First, Second, Third, Sixth, Seventh, Eighth, Ninth, Tenth, Fifteenth, Sixteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second, Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First, Thirty-Sixth, Thirty-Eighth, Thirty-Ninth, Fortieth, Forty-First, Forty-Second, and Forty-Third claims for relief (collectively, the “Claims”). Accordingly, he is entitled to a default judgment on the Claims.

B. Trustee Adequately Served Default Defendants

46. It is well settled that “[a] court may not properly enter a default judgment unless it has jurisdiction over . . . the party against whom the judgment is sought, which . . . means that he must have been effectively served with process.” *Copelco Cap., Inc. v. Gen. Consul of Bol.*, 940 F. Supp. 93, 94 (S.D.N.Y. 1996) (internal quotation marks omitted). “Ordinarily, a plaintiff bears the burden of demonstrating that service of process was validly effected.” *Khaldei v. Kaspiev*, No. 10 CIV. 8328, 2014 WL 2575774, at *5 (S.D.N.Y. June 9, 2014).

i. Service upon Individual Defendants

47. Bankruptcy Rule 7004(b)(1) provides for service of process upon an individual within the United States by mailing, by U.S. first class mail, postage prepaid, a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession.

48. Civil Rule 4(f) (which applies in an adversary proceeding) provides for service on a foreign individual “by any internationally agreed means of service” or “if an international agreement allows but does not specify other means, by a method that is reasonably calculated to give notice. . . .”

49. In addition to satisfying the requirements of the Bankruptcy and Civil Rules, a plaintiff must comply with the due process requirements detailed in *Mullane v. Central Hannover Bank & Trust Co.*, 339 U.S. 306 (1950) when serving process domestically or abroad. In *Mullane*, the Supreme Court held that service of process must be “reasonably calculated, under all the

circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Id.* at 314 (citations omitted).

a. Qiang Guo Was Properly Served

50. Qiang Guo was served on March 21, 2024 with the Served Documents via Federal Express, FedEx International Connect Plus, addressed to him at 5 Princes Gate, Flat 6, London, SW7 IQJ, United Kingdom (the “London Apartment”). *See* Trustee’s Fifth COS [Adv. ECF No. 23]; *see also* Linsey Decl., ¶ 18 and Exhibit 9.

51. Multiple courts have held that this constitutes proper service under Rule 4(f). *See e.g., Francisco v. Abengoa, S.A.*, 624 F. Supp. 3d 365, 391 (S.D.N.Y. 2022) (permitting service via mail on defendant located in the United Kingdom under Rule 4(f)(2)(a); *Guy Carpenter & Co. v. Samengo-Turner*, No. 07 Civ 3580 (DLC), 2007 WL 1705070, at* 2 (S.D.N.Y. June 14, 2007) (permitting service via mail on defendant located in the United Kingdom under Rule 4(f)(1)).

52. Moreover, the Complaint Documents were properly served on Qiang Guo at the London Apartment pursuant to Rule 4(f)(2)(A), which permits service by means that are reasonably calculated to give notice as prescribed by the foreign country’s law for service in that country in an action in its courts of general jurisdiction, regardless of Qiang Guo’s recent assertion that he resides in Switzerland.¹⁵

¹⁵ This is discussed in more detail in the Trustee’s *Motion for Entry of Order Regarding Service Procedures* [Case No. 22-50073, ECF No. 4338] (the “Service Procedures Motion”).

53. Here, the foreign country is the United Kingdom, where CPR 6.9(2) allows for service of English proceedings at an individual’s “usual or last known residence.”¹⁶ The legal standard under English law for determining the “last known residence” under CPR 6.9 was discussed by the High Court of England and Wales in the case of *Boettcher v XIO (UK) LLP (In Liquidation) & Ors* [2023] EWHC 801,¹⁷ which listed a number of “observations [that] may be made about the concept of the defendant’s last known residence in order to test the validity of service at that address,” consisting of the following:

- (1) The claimant must establish that there is a good arguable case that the address at which service was effected was the defendant’s last known residence. This means that, on the evidence available, the claimant has the better of the argument on this issue than the defendant.
- (2) The defendant’s last known residence need not be the defendant’s usual residence.
- (3) The defendant may have more than one last known residence.**
- (4) The defendant’s last known residence may be a residence at which the defendant is residing or no longer resides (having once resided there) at the time of the purported service of process. It cannot be an address at which the defendant never resided.
- (5) Knowledge of the defendant’s residence in this context refers to the claimant’s actual knowledge or constructive knowledge, i.e. knowledge which the claimant could have acquired exercising reasonable diligence. An honest or even reasonable belief is not sufficient if the defendant never resided at the relevant address.
- (5) The claimant’s state of knowledge is to be assessed as at the date on which the proceedings were served at the address in question.

¹⁶ See Exhibit 8 to the Service Procedures Motion.

¹⁷ A copy of *Boettcher* is attached as Exhibit 14 to the Service Procedures Motion.

Boettcher, ¶ 49 (emphasis added).

54. Moreover, under CPR 6.9 (3), “where a claimant has reason to believe that the [usual or last known] residence of the defendant . . . is an address at which the defendant no longer resides . . . , the claimant must take reasonable steps to ascertain the address of the defendant’s current residence” Should the claimant by taking reasonable steps then determine the defendant’s current residence . . . , the defendant should be served at such location. CPR 6.9 (4)(a). If the claimant cannot by taking reasonable steps determine the defendant’s current residence . . . , the claimant must “consider whether there is – (i) an alternative place where; or (ii) an alternative method by which service might be effected.” CPR 6.9 (4)(b). If the claimant cannot determine either the defendant’s current residence or an alternative place or method of service, the claimant may serve the defendant’s “usual or last known address.” CPR 6.9 (6).

55. The London Apartment qualifies as Qiang Guo’s “last known residence” for purposes of CPR 6.9. As stated in *Boettcher*, the Trustee’s state of knowledge “is to be assessed as at the date on which the proceedings were served at the address in question,” in this case, the service date of March 21, 2024. *Boettcher* ¶ 49(5). As of that date, the Trustee had no information regarding Qiang Guo’s alleged change of residence to Switzerland, the existence of which the Trustee was not then aware, and numerous pieces of evidence discussed in the Service Procedures Motion herein pointed to the London Apartment as Qiang Guo’s address. As such, the Trustee had no reason to believe that the London Apartment was a location where Qiang Guo “no longer resides,” which would have triggered the obligation in CPR 6.9 (3) for the Trustee to “take

reasonable steps to ascertain the address of the defendant's current residence or place of business," CPR 6.9 (3), and consider an alternative address, CPR 6.9 (4), at that time unknown.

56. The Trustee thus complied with Civil Rule 4 (f)(1) in serving Mr. Guo. Moreover, service was made by reliable form of shipment and in a manner reasonably calculated, under all the circumstances, to apprise him of the pendency of the action and afford him an opportunity to present his objections.

57. Accordingly, Mr. Guo was properly served with the Summons and Complaint.

b. Haoran He Was Properly Served

58. Haoran He was served with the Served Documents by Royal Mail Group Limited, Royal Mail Special Delivery sent to his usual or last known residence. *See* Trustee's Fourth COS [Adv. ECF No. 42]; *see also* Linsey Decl., ¶ 14 and Exhibit 8. Multiple courts have held that this constitutes proper service under Rule 4(f). *See, e.g., Francisco v. Abengoa, S.A.*, 624 F. Supp. 3d 365, 391 (S.D.N.Y. 2022) (permitting service via mail on defendant located in the United Kingdom under Rule 4(f)(2)(a)); *Guy Carpenter & Co. v. Samengo-Turner*, No. 07CIV.3580(DLC), 2007 WL 1705070, at *2 (S.D.N.Y. June 14, 2007) (permitting service via mail on defendant located in the United Kingdom under Rule 4(f)(1))

59. The Trustee thus complied with Civil Rule 4 in serving Mr. He. Moreover, service was made by reliable forms of shipment and in a manner reasonably calculated, under all the circumstances, to apprise him of the pendency of the action and afford him an opportunity to present his objections.

60. Accordingly, Mr. He was properly served with the Summons and Complaint.

ii. Service upon Delaware Entities

61. Delaware entity Defendants **G Music, Saraca, and Seven Mission** (collectively, the “Delaware Defendants”) were each properly served. Bankruptcy Rule 7004(b)(3) provides that service may be effected on a corporation by mailing a copy to (a) an officer, a managing or general agent, or an agent authorized by appointment or by law to receive service; and (b) also to the defendant if a statute authorizes an agent to receive service and the statute so requires. Bankruptcy Rule 7004 also incorporates Civil Rule 4(h), which provides for service in substantially the same manner but by personal service. The Trustee complied with these rules by serving the Served Documents on the Delaware Defendants’ registered agents for service of process, or, in the case of Saraca, upon the Delaware Secretary of State.

62. Delaware law provides that service may be made on the Delaware Secretary of State where a domestic corporation has no registered agent for service of process appointed, and no other available avenue by which to serve that corporation. *See Int’l Pulp Equip. Co. v. St. Regis Kraft Co.*, 54 F. Supp. 745, 748–49 (D. Del. 1944) (“[I]f there is no resident agent who can be served the statute has provided that service may be had on the Secretary of State where officers and directors are not present. . . . The Secretary of State’s capacity to accept service on behalf of a dissolved corporation is one of the conditions upon which a Delaware corporation pursues its right to do business under a Delaware charter. Since the Delaware courts would have to recognize the validity of service on the Secretary of State for a dissolved corporation, the Rules of Federal Procedure would make such service good here.”) (internal citations omitted); *Bell v. Am. Int’l Indus.*, No. 1:17CV111, 2020 WL 6546234, at *5 (M.D.N.C. Nov. 6, 2020) (“Under Delaware

law, if a plaintiff ‘cannot by due diligence serve the process in any manner provided for by subsection (a) of this section, [which provides for service upon a corporation's registered agent], it shall be lawful to serve the process against the corporation upon the Secretary of State’’).

63. As set forth in the Trustee’s Certificate of Service for G Music and Seven Mission, the Served Documents were served on the Delaware Defendants by first-class U.S. Mail and via UPS or Federal Express overnight delivery to their registered agents. *See* Linsey Decl., ¶ 20 and Exhibit 7.

64. As to Saraca, as set forth in the Trustee’s Certificate of Service for Saraca, the Served Documents were served by personal service by process server on Saraca Media Group, Inc., c/o Delaware Secretary of State, Townsend Building, 401 Federal Street, Dover, DE 19901, Attn: Nicole Wilson, Process Agent. The Trustee, therefore, complied with Bankruptcy Rule 7004(b)(3) and Civil Rule 4(h) and properly served the Delaware Defendants. *See id.*, Exhibit 7

iii. Service upon Foreign Entities

65. Under Civil Rule 4(h), foreign corporations must be served in accordance with Civil Rule 4(f). Civil Rule 4(f)(2) (made applicable by Bankruptcy Rule 7004(a)(1)), allows service by certain prescribed methods reasonably calculated to give notice, provided that “an international agreement allows but does not specify other means,” in which case service is permitted “as prescribed by the foreign country’s law for service in that country in an action in its courts of general jurisdiction.”

a. BVI Service

66. Default Defendants **Alfa Global, Alfonso Global, Bravo Luck, Freedom Media, Jovial Century, Leading Shine BVI, Next Tycoon, and Wise Creation** (collectively, the “BVI Defendants”) were also properly served. Service on a BVI entity’s registered agent complies with both Civil Rule 4(f)(1) and (2)(A). *See, e.g., La Dolce Vita Fine Dining Co. Ltd. v. Zhang Lan*, No. 1:19-MC-00536-ALC, 2020 WL 7321366, at *5 (S.D.N.Y. Dec. 11, 2020) (applying Rule 4(f)(2)(A) and noting that BVI allows service by, among other things, “sending [the claim form] by a prescribed method to the company’s registered office; of office of the company’s registered agent”).

67. As set forth in the Trustee’s Certificate of Service for the BVI Defendants, the Served Documents were served on the BVI Defendants by hand delivery to their respective registered agents or offices. *See* Linsey Decl., ¶¶ 6-7, 9, 12, 15-17, 21 and Exhibit 5. The Trustee, therefore, complied with Rule 4(h) and properly served the BVI Defendants.

b. Hong Kong Service

68. Default Defendants **Anton Development, China Golden Spring, and Eastern Profit** (collectively, the “Hong Kong Defendants”) were also properly served. *See* Fed. R. Civ. P. 4 (f) and (h). Hong Kong is a signatory to Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents (the “Hague Convention”), including Article 10 of the Hague Convention, which provides that if the “State of destination does not object, the present Convention shall not interfere with (a) the freedom to send judicial documents, by postal channels, directly to persons abroad. . . .” Hague Convention art. 10. Hong Kong has not objected to service

by postal channels, and Hong Kong law permits service “by sending a copy of the writ by registered post to the defendant at his usual or last known address.” Rules of the High Court of Hong Kong, O. 10, r.1.¹⁸

69. Thus, Service by mail on a Hong Kong entity complies with Civil Rule 4(f)(2)(A). *See, e.g., In re Coudert Bros. LLP*, 2017 WL 1944162, at *12 (“Because the most natural reading of Rule 4(f)(2)(A), on its face and in context, is that service may be effected by any means prescribed by the law of the recipient country, and because the law of Hong Kong permits service via mail on defendants residing within its jurisdiction, the Court concludes that service could have been effected here by service via mail in accordance with the law of Hong Kong.”); *Appel v. Hayut*, No. 20-CV-6265 (JPC), 2020 WL 7211212, at *1 (S.D.N.Y. Dec. 7, 2020) (permitting service under Federal Rule 4(f)(2)(A) on defendant in Israel, as Israel similarly does not object to Article 10(a) of the Hague Convention, and permits service by mail: “The Court finds Judge Karas’s opinion in *In re Coudert Bros. LLP* persuasive, as Rule 4(f)(2)(A) on its face appears to allow, without limitation, service by mail if the recipient country so allows.”).

70. As set forth in the Trustee’s Certificate of Service for the Hong Kong Defendants, the Served Documents were served on the Hong Kong Defendants by United States Postal Service – Priority Mail Express International and/or by DHL Express. *See* Linsey Decl., ¶¶ 8, 10-11 and Exhibit 6. The Trustee, therefore, complied with Rule 4(h) and properly served the Hong Kong Defendants.

¹⁸ Rules of the High Court of Hong Kong are available at: <https://www.elegislation.gov.hk/hk/cap4A>.

C. Facts in Complaint Establish Trustee’s Entitlement to Judgment

71. Having established proper service of process, the Trustee is entitled to a default judgment if the allegations of the Complaint entitle the Trustee to relief under applicable law. In carrying out this inquiry, the defendant in default “is deemed to have admitted all of the well-pleaded allegations in the complaint pertaining to liability.” *RCB Equities #3, LLC v. Alma Bldg., LLC*, No. CV 1004, 2012 WL 832263, at *1 (E.D.N.Y. Feb. 22, 2012) (citation omitted); *see also Cadet Funding, LLC v. Hooser*, No. 11 Civ. 1140, 2012 WL 2853189, at *1 (S.D.N.Y. June 29, 2012) (in light of default “well-pleaded allegations in the Complaint concerning issues other than damages must be accepted as true”) (citation omitted).

72. In ruling on a motion for default judgment, the court must draw all reasonable inferences against the party in default. *See Finkel v. Romanowicz*, 577 F.3d 79, 84 (2d Cir. 2009) (“[i]n light of [defendant’s] default, a court is required to accept all of the [plaintiff’s] factual allegations as true and draw all reasonable inferences in its favor”). Furthermore, the default “effectively constitutes an admission that the damages were proximately caused by the defaulting party’s conduct.” *Trs. of the Emoure State Carpenters Welfare Fund v. KE Greer Infrastructure LLC*, No. CV 11-3573, 2012 WL 3929942, at *2-3 (E.D.N.Y. July 30, 2012).

73. Here, the well-pled allegations of the Complaint establish that at all relevant times the Debtor was the true beneficial owner of the Default Entities and their assets.

i. Law Applicable to Delaware Alter Egos

74. The Trustee has requested declaratory judgments providing that Saraca¹⁹, G Music,²⁰ GFashion Media²¹, Rule of Law Foundation²², and Rule of Law Society²³ are the Debtor's alter egos and that the Debtor is the equitable owner of these entities' assets.

75. Bankruptcy courts generally apply forum state choice-of-law rules to issues of state law. *Geron ex rel. Thelen LLP v. Seyfarth Shaw LLP (In re Thelen LLP)*, 736 F.3rd 213, 219 (2d Cir. 2013). "Under the generally recognized choice-of-law rule, questions relating to the internal affairs of corporations are decided in accordance with the law of the place of incorporation." *Scot. Air Int'l, Inc. v. Brit. Caledonian Grp., PLC*, 81 F.3d 1224, 1234 (2d Cir. 1996); *see also Nymbus, Inc. v. Sharp*, 2019 U.S. Dist. LEXIS 25860, 2019 WL 692938, at *4 (D. Conn. 2019) (noting that "[t]he default rule in Connecticut is that the law of the state of incorporation normally determines issues relating to the internal affairs of a corporation because application of that body of law achieves the need for certainty and predictability of result while generally protecting the justified expectations of parties with interests in the corporation"). Because Saraca is a Delaware entity, Delaware law applies to the alter ego analysis.²⁴

¹⁹ As to the Trustee's First Claim (alter ego) and Second Claim (equitable ownership).

²⁰ As to the Trustee's Nineteenth Claim (alter ego) and Twentieth Claim (equitable ownership).

²¹ As to Trustee's Fifteenth and Sixteenth Claims (only as to Saraca as the nominal owner of this entity).

²² As to Trustee's Twenty-Eighth and Twenty-Ninth Claims (only as to Seven Mission as the nominal owner of this entity).

²³ As to Trustee's Thirtieth and Thirty-First Claims (only as to Seven Mission as the nominal owner of this entity).

²⁴ *See, e.g., Universitas Education, LLC v. Benistar*, No. 3:20-cv-00738 (JAM), 2021 WL 965794, at *7 (D. Conn. Mar. 15, 2021) ("[B]ecause [defendant] is incorporated in Delaware, I must apply Delaware law to decide if it may be subject to an alter ego claim for reverse veil piercing liability.").

76. Delaware alter ego analysis requires the Court to determine whether the Debtor and the putative alter ego entity operated as a single economic unit and whether there was an overall element of injustice or unfairness. With regard to the former, courts consider a number of factors, including: (i) whether the company was adequately capitalized; (ii) whether the company was solvent; (iii) whether corporate formalities were observed; (iv) whether the dominant shareholder siphoned company funds; and (v) whether, in general, the company functioned as a facade for the dominant shareholder. *See Blair v. Infineon Tech., AG*, 720 F. Supp. 2d 462, 470-71 (D. Del. 2010). This “list of factors is not exhaustive and no single factor is dispositive.” *Id.* at 471. The common theme presented by these factors is an “an overall element of fraud, injustice, or unfairness.” *Id.*

77. The Court may also rule that these entities are equitably owned by the Debtor under the standard of equitable ownership recognized by the Second Circuit that applies where one has exercised authority over a corporation “to the point of completely disregarding the corporate form and acting as though [its] assets were his alone to manage.” *Freeman v. Complex Computing Co., Inc.*, 119 F.3d 1044, 1051 (2d Cir. 1997) (finding defendant an “equitable owner”). “Courts consider several factors in determining whether a titleholder is actually serving as a nominee for the benefit of another, including whether: (1) there is a close personal relationship between the nominee and the transferor; (2) the nominee paid little or no consideration for the property; (3) the parties placed the property in the name of the nominee in anticipation of collection activity; (4) the

parties did not record the conveyance; and (5) the transferor continues to exercise dominion and control over the property.” *In re Dordevic*, 633 B.R. 553, 557 (Bankr. N.D. Ill. 2021).²⁵

a. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Saraca and Its Assets, Establishing Entitlement to Judgment on First and Second Claims

78. In the First Claim of the Complaint, the Trustee requests a declaratory judgment stating that Saraca is the Debtor’s alter ego and, therefore, all assets of Saraca, including but not limited to its ownership of GFashion Media Group Inc., have always belonged to the Debtor and must be transferred to the Trustee. In the Second Claim of the Complaint, the Trustee requests (i) a declaratory judgment stating that the Debtor is the equitable owner of Saraca and its assets and (ii) an order compelling the surrender to the Trustee of any ownership interest in or assets of Saraca.

79. The Debtor formed Saraca to serve his personal interests. Saraca is an entity organized in Delaware and is the nominal owner of GFashion Media. Compl. ¶ 47. Saraca is nominally indirectly owned by the Debtor’s son, Qiang Guo, through a BVI holding company called Hudson Diamond Holding, Inc. Compl. ¶ 78.

80. Saraca is a purported media company and parent company of GTV Media Group, Inc. (“GTV”), through which, among other things, the Debtor orchestrated the solicitation of a

²⁵ The standard applied in *Dordevic* is derived from federal common law on nominee ownership. “Because there is no established test for [the question of equitable ownership] under [Delaware] law, it is appropriate for the Court to apply the common-law factors generally applied by federal courts to determine the existence of a nominee relationship.” *In re Dordevic*, 633 B.R. 553 at 557.

purported private placement of GTV shares during April-June of 2020 (the “GTV Private Placement”). Compl. ¶ 5(a)(i).

81. Saraca, as one of the Debtor’s “G Entities,” was linked to the Debtor’s public-facing businesses engaged in the task of exploiting the Debtor’s platform and influence among his supporters to obtain funds for the Debtor to spend on an ultra-luxurious lifestyle for himself and his family members. Compl. ¶ 75.

82. The Court has previously found in its January 2023 preliminary injunction decision that the Debtor controlled Saraca. Compl. ¶¶ 76(b), 79 (citing Corrected Mem. of Decision Granting in Part Mot. for Prelim. Inj. (the “PI Decision”) ¶ 3, (Adv. Proc. No. 22- 05032, Jan. 13, 2023) [Docket No. 133]).

83. Saraca used the same E. 64th Street Address also used by numerous other Debtor-controlled entities, including Golden Spring, Greenwich Land, HK USA, and Wise Creation, among others. Compl. ¶ 80.

84. Saraca was formed at the direction of the Debtor and controlled by the Debtor. Compl. ¶ 81. The Debtor used his former counsel at Hodgson Russ LLP to create the entity. *Id.*

85. The Debtor controlled Saraca through his agents. The Debtor’s instruction to his former counsel to create Saraca was transmitted by his agent, William Je. The Debtor’s agents with roles at Saraca at various times included, among others, Han Chunguang, as Director and President, Yvette Wang, as Vice President, Daniel Podhaskie, as Director, President, Secretary, and Treasurer, and Jessica Mastrogiovanni, as Vice President. Compl. ¶ 82.

86. The Debtor was responsible for funding Saraca. The Debtor solicited and raised hundreds of millions of dollars for Saraca pursuant to the GTV Private Placement. This private placement resulted in the issuance by the Securities and Exchange Commission (SEC) of a cease and desist order ordering Saraca and GTV to cease violations of the securities laws that raised approximately \$487 million from more than 5,000 individuals. The GTV Private Placement also played a major role in the U.S. Government’s indictment of the Debtor and his related arrest on March 15, 2023, as well as the filing on March 15, 2023 of a related civil lawsuit against the Debtor by the SEC for violations of the Securities Laws. According to the U.S. Government’s indictment, and consistent with documents in the possession of the Trustee, the “vast majority of the proceeds derived from investors in the GTV Private Placement were . . . deposited directly into bank accounts held in the name of Saraca, GTV’s parent company.” [REDACTED]

[REDACTED]. Compl. ¶ 83.

87. The Debtor used Saraca to fund his expenses either directly or indirectly or through payments made to other of his shell companies. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁶ See Memo. of Decision and Order Granting Mot. For Summary Judgment [Adv. Proc. No. 23-5005 Docket No. 133] (July 2, 2024) at ¶ 84(c).

[REDACTED]

[REDACTED]. In addition, Saraca is the registered owner with the United States Patent and Trademarks Office of the marks “Miles Kwok,” “Miles Guo,” and “Guo Wengui,” and Saraca registered “Himalaya Coin” and “Himalaya Dollar” as its assumed names in the State of New York, using filings signed by Yvette Wang. Compl. ¶ 84.

88. At the Debtor’s deposition in March 2023, when asked whether Saraca was an entity in fact owned and controlled by him, the Debtor asserted the Fifth Amendment. At the same March 2023 deposition, the Debtor also asserted the Fifth Amendment when asked if he had exclusive control and exclusive beneficial ownership of Saraca. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over Saraca. Compl. ¶ 85. In the United States Government’s (the “Government”) January 3, 2024 superseding indictment of the Debtor (the “Superseding Indictment”), the Government asserted that Saraca was among the “interrelated and overlapping entities that form the Kwok Enterprise.” Compl. ¶ 86 (citing Ex. 2 (Superseding Indictment) at ¶ 3.a).

89. The facts detailed above and as set forth in the Trustee’s Complaint plainly establish that Saraca is the Debtor’s alter ego, and the owner of Saraca and its assets.

90. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his First Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a declaratory judgment (1) declaring that at all times Saraca was an alter ego of the Debtor; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by Saraca any time prior to the Debtor’s petition date of

February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by Saraca at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of Saraca, including documents of Saraca held by counsel, shall be immediately turned over and/or surrendered to the Trustee by whomever held (including but not limited to Qiang Guo).

91. The same facts discussed above establishing that Saraca is the alter ego of the Debtor also establish that the Debtor is the equitable owner of Saraca and/or its assets. *See In re Dordevic*, 633 B.R. at 557.

92. In consequence, the Trustee has more than made out a *prima facie* case in support of his Second Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a declaratory judgment against Saraca and its ultimate nominal owner, Qiang Guo: (1) declaring that at all times Debtor was the equitable owner of Saraca; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by Saraca at any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by Saraca at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of Saraca, including documents of Saraca held by counsel, shall be immediately turned over and/or surrendered to the Trustee by whomever held (including but not limited to Saraca's ultimate nominal owner Qiang Guo).

b. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of G Music and Its Assets, Establishing Entitlement to Judgment on Nineteenth and Twentieth Claims

93. In the Nineteenth Claim of the Complaint, the Trustee requests a declaratory judgment stating that G Music, an entity organized under Delaware law, is the Debtor's alter ego and, therefore, all assets of G Music have always belonged to the Debtor and must be transferred to the Trustee. In the Twentieth Claim in the Complaint, the Trustee requests (i) a declaratory judgment stating that the Debtor is the equitable owner of G Music and its assets and (ii) an order compelling the surrender to the Trustee of any ownership interest in or assets of G Music.

94. The Debtor formed G Music to serve his personal interests. G Music is an entity organized in Delaware. Compl. ¶ 23. It is directly nominally owned by Jovial Century, and ultimately nominally owned by Haoran He, who acted at the direction of the Debtor. Compl. ¶¶ 73(b)(iii), 104.

95. G Music was used by the Debtor to, among other things, operate his music business. Compl. ¶ 5(a)(iv). At all relevant times, the Debtor controlled G Music, and G Music was an alter ego of the Debtor.

96. G Music, as one of the Debtor's "G Entities," was linked to the Debtor's public facing businesses engaged in the task of exploiting the Debtor's platform and influence among his supporters to obtain funds for the Debtor to spend on an ultra-luxurious lifestyle for himself and his family members. Compl. ¶ 75.

97. The Debtor controlled G Music through his agents, and through G Music's nominal ultimate owner, Haoran He. Compl. ¶104.

98. G Music was effectively managed by the Debtor's employees from the Debtor's offices at 3 Columbus Circle, pursuant to one or more service agreements with HCHK Technologies, which administered G Music's financial and legal affairs. Compl. ¶ 105.

99. [REDACTED]

[REDACTED]. Compl. ¶ 106.

100. The facts detailed above and as set forth in the Trustee's Complaint, plainly establish that G Music is the Debtor's alter ego, and the owner of G Music and its assets.

101. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Nineteenth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a declaratory judgment (1) declaring that at all times G Music was an alter ego of the Debtor; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by G Music any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by G Music at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of G Music including documents of G Music held by counsel, shall be immediately turned over and/or surrendered to the Trustee by whomever held (including but not limited to Jovial Century and Haoran He).

102. The same facts discussed above establishing that G Music is the alter ego of the Debtor also establish that the Debtor is the equitable owner of G Music and/or its assets. *See In re Dordevic*, 633 B.R. at 557.

103. In consequence, the Trustee has more than made out a *prima facie* case in support of his Twentieth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a declaratory judgment (1) declaring that at all times Debtor was the equitable owner of G Music; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by G Music any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by G Music at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of G Music including documents of G Music held by counsel, shall be immediately turned over and/or surrendered to the Trustee by whomever held (including but not limited to Haoran He and Jovial Century).

c. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of GFashion Media and Its Assets, Establishing Entitlement to Judgment on Fifteenth and Sixteenth Claims

104. In the Fifteenth Claim of the Complaint, the Trustee requests a declaratory judgment stating that GFashion Media is the Debtor's alter ego and, therefore, all assets of GFashion Media have always belonged to the Debtor and must be transferred to the Trustee. In the Sixteenth Claim in the Complaint, the Trustee requests (i) a declaratory judgment stating that

the Debtor is the equitable owner of GFashion Media and its assets and (ii) an order compelling the surrender to the Trustee of any ownership interest in or assets of GFashion Media.

105. The Debtor formed GFashion Media to serve his personal interests. GFashion Media is an entity formed in Delaware and is nominally owned by Saraca. Compl. ¶¶ 5(a)(iii), 26, 47.

106. GFashion Media was managed by the Debtor through his agents, used the same address as the Debtor and other Debtor shell companies, and was funded by the Debtor. Compl. ¶ 265.

107. GFashion Media is part of the G Fashion Entities and was used by the Debtor to operate his “G Fashion” clothing brand. Compl. ¶ 5(a)(iii).

108. The Trustee understands that the [REDACTED]

[REDACTED]

[REDACTED]

. Compl. ¶ 102.

109. These facts and circumstances plainly establish that GFashion Media is the Debtor’s alter ego, and the owner of GFashion Media and its assets.

110. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Fifteenth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times GFashion Media was an alter ego of the Debtor; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by GFashion Media any time prior to the Debtor’s petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and

all assets held by GFashion Media at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of G Music, including documents of GFashion Media, shall be immediately turned over and/or surrendered to the Trustee.

111. The same facts discussed above establishing that GFashion Media is the alter ego of the Debtor also establish that the Debtor is the equitable owner of GFashion Media and/or its assets. *See In re Dordevic*, 633 B.R. at 557.

112. In consequence, the Trustee has more than made out a *prima facie* case in support of his Sixteenth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for of a default judgment (1) declaring that at all times Debtor was the equitable owner of GFashion Media; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by GFashion Media any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by GFashion Media at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of GFashion Media, including documents of GFashion Media, shall be immediately turned over and/or surrendered to the Trustee.

d. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Rule of Law Foundation and Its Assets, Establishing Entitlement to Judgment on Twenty-Eighth and Twenty-Ninth Claims

113. In the Twenty-Eighth Claim of the Complaint, the Trustee requests against Seven Mission, as nominal owner of Rule of Law Foundation, a declaratory judgment stating that Rule

of Law Foundation is the Debtor's alter ego and, therefore, all assets of Rule of Law Foundation have always belonged to the Debtor and must be transferred to the Trustee. In the Twenty-Ninth Claim of the Complaint, the Trustee requests against Seven Mission (i) a declaratory judgment stating that the Debtor is the equitable owner of Rule of Law Foundation and its assets and (ii) an order compelling the surrender to the Trustee of any ownership interest in or assets of Rule of Law Foundation. [When I read this I was confused because obviously we are simultaneously pursuing our PI against the ROL entities. Thought the above clarifications might be helpful.]

114. Rule of Law Foundation is a purported non-profit entity organized in Delaware nominally ultimately owned by Yvette Wang, the Debtor's assistant, through the holding company Seven Mission Group LLC, and used by the Debtor to obtain funding from his followers, to make payments to his own shell companies, and to fund protest activities on behalf of the Debtor. Compl. ¶¶ 5(b), 48, 124.

115. Rule of Law Foundation (i) was managed by the Debtor through his agents²⁷; (ii) was formed by the Debtor through his prior counsel, Hodgson Russ LLP²⁸; (iii) used the same E. 64th Street Address used by the Debtor and many of his other entities, including Golden Spring, Greenwich Land, HK USA, and Saraca, among others; (iv) was funded by the Debtor²⁹; and (v)

²⁷ For example, at various times Yvette Wang served as Director; Daniel Podhaskie served as Managing Director; Max Krasner served as President, Secretary, Treasurer, and Director; Jennifer Mercurio served as General Counsel; Ross Heinemeyer served as Director of Finance & Operations; Melissa Mendez served as Director, Xuebing Wang served as President and Director, and Yongbing Zhang served as Director. Compl. ¶ 128.

²⁸ An attorney at Hodgson Russ testified at her deposition that the entity was created on behalf of the Debtor. Compl. ¶ 127.

²⁹ The Debtor was responsible for funding Rule of Law Foundation, either by directing funding to the Rule of Law Entities from his other shell companies or by soliciting donations from Debtor's followers. Compl. ¶ 129.

[REDACTED]

[REDACTED]. Compl. ¶¶ 334, 126-129.

116. Rule of Law Foundation has been found to “serve the purposes of the Debtor, serve as business vehicles for the Debtor, and [whose] members are personally loyal to the Debtor” and to be among the entities that were the Debtor’s “officers, agents, servants, employees, attorneys, and other persons who are in active concert or participation with the Debtor, his officers, his agents, his servants, his employees, and his attorneys.” Compl. ¶ 125.

117. [REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶130.³⁰ [REDACTED]

[REDACTED]

[REDACTED]

³⁰ The Trustee understands that the [REDACTED]

Relatedly, this Court has found that in a November 21, 2022 internet broadcast, the Debtor told his followers that if they were “stupid” and received subpoenas issued under Rule 2004, the Himalaya Global Alliance and the Rule of Law Foundation would hire attorneys to help them contest the subpoenas. This Court has also found that the Debtor told his followers that the Rule of Law Foundation would hire attorneys to help them contest the subpoenas. This court has also found that the Debtor told his followers that the Rule of Law Foundation supported his legal efforts and protests.

[REDACTED]

Compl. ¶ 130.

122. In consequence, the Trustee has more than made out a *prima facie* case in support of his Twenty-Ninth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times Debtor was the equitable owner of Rule of Law Foundation; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by Rule of Law Foundation any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by Rule of Law Foundation at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of Rule of Law Foundation, by whomever held, including documents of Rule of Law Foundation held by counsel, shall be immediately turned over and/or surrendered to the Trustee.

e. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Rule of Law Society and Its Assets, Establishing Entitlement to Judgment on Thirtieth and Thirty-First Claims

123. In the Thirtieth Claim of the Complaint, the Trustee requests a declaratory judgment stating that Rule of Law Society is the Debtor's alter ego and, therefore, all assets of Rule of Law Foundation have always belonged to the Debtor and must be transferred to the Trustee. In the Thirty-First Claim of the Complaint, the Trustee requests (i) a declaratory judgment stating that the Debtor is the equitable owner of Rule of Law Society and its assets and (ii) an order compelling the surrender to the Trustee of any ownership interest in or assets of Rule of Law Society. [Would make the same changes to this paragraph]

124. As set forth in the Complaint, Rule of Law Society is a purported non-profit entity organized in Delaware nominally ultimately owned by Yvette Wang, the Debtor's assistant, through her holding company Seven Mission Group LLC and used by the Debtor to obtain funding from his followers, to make payments to his own shell companies, and to fund protest activities on behalf of the Debtor. Compl. ¶¶ 5(b), 48, 124.

125. Rule of Law Society was controlled by Debtor and managed through Debtor's agents. Compl. ¶¶ 128, 343. For example, at various times Yvette Wang served as Director; Daniel Podhaskie served as Managing Director; Karin Maistrello served as President, Secretary, Treasurer, and Director; Jennifer Mercurio served as Secretary, General Counsel, and Director; Ross Heinemeyer served as Director of Finance & Operations; Sarah Wei Lafrenz served as Director, Qidong Xia served as Chairman of the Board of Directors, and Shuai Guo served as Director. Compl. ¶ 128.

126. The Debtor formed Rule of Law Society using his counsel at Hodgson Russ LLP to assist him in establishing Rule of Law Society. An attorney at Hodgson Russ testified at her deposition that the entity was created on behalf of the Debtor. Compl. ¶¶ 126-127.

127. Rule of Law Society was operated out of the same E. 64th Street Address as numerous other entities of the Debtor, including Golden Spring, Greenwich Land, HK USA, and Saraca, among others. Compl. ¶ 126, 343.

128. Rule of Law Society has been found to "serve the purposes of the Debtor, serve as business vehicles for the Debtor, and [whose] members are personally loyal to the Debtor" and to be among the entities that were the Debtor's "officers, agents, servants, employees, attorneys, and

other persons, who are in active concert or participation with the Debtor, his officers, his agents, his servants, his employees, and his attorneys.” Compl. ¶ 125.

129. The Debtor was responsible for funding Rule of Law Society, either by directing funding to the Rule of Law Entities from his other shell companies or by soliciting donations from Debtor’s followers. Compl. ¶ 129.

130.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶ 130.

131. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over the Rule of Law Entities. Compl. ¶ 131.

132. These facts plainly establish that Rule of Law Society is the Debtor’s alter ego, and the owner of Rule of Law Society and its assets.

133. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Thirtieth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times Rule of Law Society was an alter ego of the Debtor; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by Rule of Law Society any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by Rule of Law Society at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of Rule of Law Society, including documents of Rule of Law Society, shall be immediately turned over and/or surrendered to the Trustee.

134. The same facts discussed above establishing that Rule of Law Society is the alter ego of the Debtor also establish that the Debtor is the equitable owner of Rule of Law Society and/or its assets. *See In re Dordevic*, 633 B.R. at 557.

135. In consequence, the Trustee has more than made out a *prima facie* case in support of his Thirty-First Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times Debtor was the equitable owner of Rule of Law Society; (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by Rule of Law Society any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by Rule of Law Society at any time from the date of the Debtor's February

15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of Rule of Law Society, including documents of Rule of Law Society, shall be immediately turned over and/or surrendered to the Trustee.

ii. Law Applicable to California Alter Ego

136. The Trustee has requested declaratory judgments³¹ stating that G Fashion (CA) is the Debtor's alter ego and that the Debtor is the equitable owner of this entity's assets. California law applies to this claim because G Fashion (CA) is a California entity. Compl. ¶¶ 5(a)(iii), 20.

137. Under California law,

“Two conditions must be met before the alter ego doctrine will be invoked. First, there must be such a unity of interest and ownership between the corporation and its equitable owner that the separate personalities of the corporation and the shareholder do not in reality exist. Second, there must be an inequitable result if the acts in question are treated as those of a corporation alone. “Among the factors to be considered in applying the doctrine are commingling of funds and other assets of the two entities, the holding out by one entity that is liable for the debts of the other, identical equitable ownership in the two entities, use of the same offices and employees, and use of one as a mere shell or conduit for the affairs of the other.” Other factors which have been described in the case law include inadequate capitalization, disregard of corporate formalities, lack of segregation of corporate records, and identical directors and officers. No one characteristic governs, but the courts must look at all the circumstances determine whether the doctrine should be applied.”

Sonora Diamond Corp. v. Superior Ct., 83 Cal. App. 4th 523, 538-39 (2000) (internal citations omitted).

³¹ As to the Trustee's Ninth Claim (alter ego) and Tenth Claim (Debtor's equitable ownership).

a. **Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of G Fashion (CA) and Its Assets, Establishing Entitlement to Judgment on Ninth and Tenth Claims**

138. In the Ninth Claim of the Complaint, the Trustee requests a declaratory judgment stating that G Fashion (CA) is the Debtor's alter ego and, therefore, all assets of G Fashion (CA) have always belonged to the Debtor and must be transferred to the Trustee. In the Tenth Claim of the Complaint, the Trustee requests (i) a declaratory judgment stating that the Debtor is the equitable owner of G Fashion (CA) and its assets and (ii) an order compelling the surrender to the Trustee of any ownership interest in or assets of G Fashion (CA).

139. G Fashion (CA) is nominally owned by Debtor's alter ego, Jovial Century, and is part of Debtor's elaborate shell game designed to hide and move Debtor's assets. Compl. ¶¶ 37, 67.

140. The Debtor formed G Fashion (CA) to serve his personal interests. G Fashion (CA) is an entity formed in California and is nominally owned by Jovial Century. Compl. ¶¶ 5(a)(iii), 20, 37. [REDACTED] ¶ 122 n. 86.

141. G Fashion (CA) was managed by the Debtor through his agents. Compl. ¶ 238(i). The Debtor was responsible for funding G Fashion (CA). Compl. ¶ 238(ii). [REDACTED] [REDACTED] Compl. ¶¶ 96, 238(iii)

142. [REDACTED]

[REDACTED]. Compl. ¶ 102.

143. These facts establish that G Fashion (CA) is the Debtor's alter ego, and that the Debtor is the true beneficial owner of G Fashion (CA) and its assets.

144. Accordingly, the Trustee seeks entry of default judgment (1) declaring that: (a) at all times G Fashion (CA) was an alter ego of the Debtor; (b) any and all of the assets held by G Fashion (CA) at any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; and (c) any and all assets held by G Fashion (CA) at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (2) ordering the turnover of any and all of the assets of G Fashion (CA) to the Trustee.

145. The same facts discussed above establishing that G Fashion (CA) is the alter ego of the Debtor also establish that the Debtor is the equitable owner of G Fashion (CA) and/or its assets. "Courts consider several factors in determining whether a titleholder is actually serving as a nominee for the benefit of another, including whether: (1) there is a close personal relationship between the nominee and the transferor; (2) the nominee paid little or no consideration for the property; (3) the parties placed the property in the name of the nominee in anticipation of collection activity; (4) the parties did not record the conveyance; and (5) the transferor continues to exercise dominion and control over the property."

146. The Trustee has more than made out a *prima facie* case in support of his Tenth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for a default judgment (1) declaring that at all times Debtor was the equitable owner of G Fashion (CA); (2) declaring that any and all of the assets (including, without limitation, all property, rights, interests, and privileges) held by G Fashion (CA) any time prior to the Debtor's petition date of February 15, 2022 constituted property of the Debtor; (3) declaring that any and all assets held by G Fashion (CA) at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; and (4) ordering that any and all of the assets of G Fashion (CA), including documents of G Fashion (CA) held by counsel, shall be immediately turned over and/or surrendered to the Trustee.

iii. Law Applicable to BVI Alter Egos

147. The Trustee has asserted claims requesting entry of declaratory judgment to the effect that the Debtor is the true beneficial owner of each of the Defaulting Alter Egos that are BVI entities, *i.e.*, Freedom Media³², Wise Creation,³³ Bravo Luck,³⁴ Leading Shine BVI,³⁵ Alfa Global,³⁶ and Alfonso Global,³⁷ and their respective assets, and providing that the ownership and assets of such entities shall be turned over to the Trustee. Further, the Trustee asserts similar

³² As to the Trustee's Twenty-First Claim (Debtor's beneficial ownership).

³³ As to the Trustee's Twenty-Second Claim (Debtor's beneficial ownership).

³⁴ As to the Trustee's Thirty-Eighth Claim (Debtor's beneficial ownership).

³⁵ As to the Trustee's Thirty-Ninth Claim (Debtor's beneficial ownership).

³⁶ As to the Trustee's Forty-Second Claim (Debtor's beneficial ownership).

³⁷ As to the Trustee's Forty-Third Claim (Debtor's beneficial ownership).

claims as to certain Responding Defendants that are BVI entities, *i.e.*, G Club International,³⁸ G Fashion International,³⁹ G Fashion Hold Co. A,⁴⁰ and G Fashion Hold Co. B,⁴¹ and seeks entry of default judgment.

148. BVI law applies to these claims. *See Geron ex rel. Thelen LLP v. Seyfarth Shaw LLP (In re Thelen LLP)*, 736 F.3d at 219; *Scot. Air Int'l, Inc. v. Brit. Caledonian Grp., PLC*, 81 F.3d at 1234 (2d Cir. 1996). And except as supplemented and supplanted by local legislation (no such legislation applies), English common law and equity applies in the BVI. *See* Eastern Caribbean Supreme Court (Virgin Islands) Ordinance 1969, c. 80 sections 14, 15 (V.I.); Common Law (Declaration of Application) Act 1705, 3 Ann. c. 13 (V.I.).

149. As this Court has previously held, English common law recognizes that a legal owner may be a “bare trustee,” holding an asset for the benefit, and at the discretion, of a beneficial owner who has complete control over the asset.” Memorandum of Decision and Order Granting in Part Motion for Summary Judgment in *Despins Trustee v. Mei Guo*, Adv. Proc. No. 23-05008 [ECF No. 126 at pp. 30-31, internal citations omitted]. A shareholder acting as bare trustee is title holder in name only, holding the asset for another person who is the true beneficial owner for all purposes. *See Inland Revenue Commissioners v. Silverts Ld.*, [1951] Ch 521 (English Court of Appeal) (a bare trustee of shares in a company serves only as a “mere name” or “dummy” for the true owner). Further, a bare trustee or nominee arrangement need not be formalized by writing

³⁸ As to the Trustee’s Third Claim (Debtor’s beneficial ownership)

³⁹ As to the Trustee’s Sixth Claim (Debtor’s beneficial ownership)

⁴⁰ As to the Trustee’s Seventh Claim (Debtor’s beneficial ownership)

⁴¹ As to the Trustee’s Eighth Claim (Debtor’s beneficial ownership)

and may be determined to exist based on the facts and circumstances of the parties' dealings. *See Plekhanov v. Sky Stream Corp.*, 2021 UKPC 15 (UK Privy Council) (June 14, 2021) at ¶¶ 47-48; *see also Tang v. Revenue and Customs Commissioners*, [2019] UKFTT 81 (TC) (UK First-Tier Tribunal (Tax Chamber)s) (Jan. 14, 2019); *Purba v. Purba*, [2000] 1 FLR 444 (England and Wales Court of Appeal (Civil Division)) (July 1, 1999) (where a husband had caused cash to be transferred to family members after separating from his wife, "recipient and account holder [was] a bare trustee. The ownership of the money, the cash, remains constantly with the husband ...").

150. A bare trustee will typically hold property in trust for a single beneficiary absolutely and indefeasibly, and is a mere repository for the beneficial owner, having no duties other than to transfer the property to the beneficial owner or as he directs. *See, e.g., Christie v Ovington*, (1875) 1 Ch. D. 279; *In Re Blandy Jenkins' Estate*, [1917] 1 Ch. 46; *see also* HALSBURY'S LAWS OF ENGLAND, *Trusts and Powers*, vol. 98 (2019) at 194 (describing the bare trustee as a person who holds property "for the absolute benefit and at absolute disposal" of other persons who are of full age and sui juris. As such the trustee will not hold any beneficial interest and no duties to perform except to transfer or convey to persons entitled to hold it when required to do so.).

151. Importantly, the beneficial owner may "call" for the property at any time and is able to demand the conveyance of the legal estate and terminate the trust relationship. The bare trustee must comply with any such request and does have any discretion in that regard. This is known as the rule of *Saunders v Vautier*, an English Chancery Court case that established the right of beneficiaries of full age to have the legal estate transferred to them and the trust dissolved. [1841] 41 ER 482; *see also Russell Grant Crumpler, et al. v. Haode Investment Inc.*,

BVIHC(COM) 2020/0055 and 0056 (unreported, Jan. 17, 2022) at ¶ 32; *Marcheva v Blensdale*, BVIHCM 2017/0211 (unreported, March 20, 2018) at ¶ 7.

152. Under the applicable legal principles, each of the BVI Entities was a mere bare trustee for the Debtor.

a. **Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Freedom Media and Its Assets, Establishing Entitlement to Judgment on Twenty-First Claim**

153. In the Twenty-First Claim of the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Freedom Media and its assets and, therefore, all assets of Freedom Media have always belonged to the Debtor and must be transferred to the Trustee.

154. The Debtor at all relevant times remained in control of Freedom Media. Among other things: (i) Freedom Media was controlled by the Debtor through his employees/agents; (ii) the Debtor's counsel served as director of Freedom Media; (iii) Freedom Media had no business purpose other than [REDACTED]

[REDACTED]. Compl. ¶¶ 291-92.

155. As set forth in the Complaint, the Debtor formed Freedom Media to serve his personal interests. Freedom Media is an entity organized in the BVI and is directly nominally owned by Haoran He, who acted at the direction of the Debtor. Compl. ¶ 31, 107.

156. The Debtor controlled Freedom Media through his agents, including Haoran He. At various times [REDACTED], and Alex Hadjicharalambous and Tian Hao served as the entity's authorized representatives. Compl. ¶ 107.

157. Freedom Media was effectively managed by the Debtor’s employees from the Debtor’s offices at 3 Columbus Circle pursuant to service agreements with HCHK Technologies, which administered Freedom Media’s financial and legal affairs. Compl. ¶ 109. The Trustee understands that Freedom Media only acted at the direction of the Debtor, with such direction communicated either directly by the Debtor or through his agents. Compl. ¶ 108.

158. [REDACTED]

[REDACTED]

[REDACTED]

Gettr USA, Inc has been widely reported to be controlled by the Debtor through Yvette Wang and is one of the “GSeries” entities that this Court found to serve as business vehicles for the Debtor in the Court’s January 2023 preliminary injunction decision. [REDACTED]

[REDACTED]. Compl. ¶ 110 (citing, e.g., PI Decision ¶ 7).

159. Under BVI law, these facts and circumstances detailed warrant the conclusion that (a) Haoran He has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests Freedom Media only for the benefit of the Debtor; and that (b) Freedom Media has been at all relevant times a mere nominee or “bare trustee,” considered to [REDACTED]

[REDACTED]

Compl. ¶¶ 291-92.

160. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Twenty-First Claim. Accordingly, the Trustee has established the legal and

evidentiary basis for a judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Freedom Media and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover, by whomever held (including but not limited to Haoran He), of any and all of the assets of Freedom Media to the Trustee.

b. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Wise Creation and Its Assets, Establishing Entitlement to Judgment on Twenty-Second Claim

161. In the Twenty-Second Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Wise Creation and its assets and, therefore, all assets of Wise Creation have always belonged to the Debtor and must be transferred to the Trustee.

162. The Debtor at all relevant times remained in control of Wise Creation. Among other things: (i) Wise Creation was controlled by the Debtor through his employees and agents; (ii) Wise Creation used the same addresses as the Debtor and other Debtor shell companies; (iii) Wise Creation was advised by the Debtor's counsel; (iv) Wise Creation had no business purpose other than to [REDACTED]

[REDACTED]. Compl. ¶¶ 297-98.

163. As set forth in the Complaint, the Debtor formed Wise Creation to serve his personal interests. Wise Creation is an entity organized in the BVI and nominally owned by Haoran He, who acted at the direction of the Debtor. Compl. ¶¶ 31, 50, 111-12.

164. Wise Creation is an entity that is [REDACTED]. Compl. ¶5(a)(vi).

165. Wise Creation was effectively managed by the Debtor’s employees from the Debtor’s offices at 3 Columbus Circle pursuant to service agreements with HCHK Technologies, which administered Freedom Media’s financial and legal affairs. Moreover, Wise Creation used the same E. 64th Street Address used by the Debtor and numerous other Debtor-controlled entities, and 3 Columbus Circle as its address on correspondence and in legal documents. Compl. ¶¶ 80, 109. The Trustee understands that Wise Creation only acted at the direction of the Debtor, with such direction communicated either directly by the Debtor or through his agents. Compl. ¶112.

166. The Debtor’s counsel in connection with the PAX Litigation, Baker Hostetler LLP, also advised Wise Creation. Compl. ¶ 114.

167. [REDACTED]. Compl. ¶ 115.

168. Under BVI law, these facts and circumstances warrant the conclusion that (a) Haoran He has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal

title to ownership interests in Wise Creation only for the benefit of the Debtor; and that (b) Wise Creation has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor.

169. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Twenty-Second Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Wise Creation and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of Wise Creation to the Trustee by whomever held (including but not limited to Haoran He).

c. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Bravo Luck and Its Assets, Establishing Entitlement to Judgment on Thirty-Eighth Claim

170. In the Thirty-Eighth Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Bravo Luck and its assets and, therefore, all assets of Bravo Luck have always belonged to the Debtor and must be transferred to the Trustee.

171. As set forth in the Complaint, the Debtor formed Bravo Luck to serve his personal interests. Bravo Luck is an entity organized in the BVI. Compl. ¶¶ 5(d)(ii), 14, 44.

172. Prior to January 2015, Qiang Guo, who acted at the direction of the Debtor, was the sole nominal owner of Bravo Luck. In January 2015, the Debtor became the holder of 50% of the membership interests in Bravo Luck, with his son continuing as nominal holder of the remaining

50%. The Debtor has asserted that this 50% share was returned to his son’s nominal ownership in May 2015. Compl. ¶ 160.

173. Bravo Luck’s only purpose was to serve the Debtor as a vehicle for funneling money from his other alter ego entities, in particular to fund the purchase of his yacht, the Lady May and the Debtor’s luxurious apartment at the Sherry Netherland Hotel in Manhattan (the “Sherry Netherland Apartment”). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶ 5(d) (ii) and (vi), 67, 161. This Court has issued rulings finding that both of these assets were property of the Debtor.⁴²

⁴² See Order Granting Motion Of Chapter 11 Trustee For Estate Of Ho Wan Kwok For Partial Summary Judgment, ¶ 2 (Adv. Proc. No. 22-05003, Mar. 27, 2023) [Docket No. 172] (“The Debtor is the beneficial owner of, and controls, the yacht the Lady May”); Order Granting, Pursuant to Bankruptcy Rule 9019, Motion of Chapter 11 Trustee, Genever Holdings LLC, and Genever Holdings Corporation Regarding Settlement with Bravo Luck Limited and Mileson Guo (a/k/a Qiang Guo and/or Guo Qiang) (Adv. Proc. No. 22-05027, Aug. 30, 2023) [Docket No. 118-1].

174. The Debtor represented that Bravo Luck's assets were his assets in connection with submitting his application to the Sherry Netherland board of directors, including that he had complete and independent access to Bravo Luck's UBS account. Compl. ¶162.

175. The Debtor also used Bravo Luck as an instrument of his legal strategy to retain control of the Sherry Netherlands Apartment. Bravo Luck filed claims in these chapter 11 cases based on the theory that Genever Holdings LLC held the Sherry Netherland apartment in trust for Bravo Luck's benefit pursuant to a purported trust agreement. The Trustee asserted claims that, among other things, this purported trust agreement was a forgery. Subsequently, a settlement agreement between the Trustee and Bravo Luck approved by this Court's order dated August 30, 2023 established, among other things, that the Trustee owned the Sherry Netherland Apartment as representative of Genever Holdings LLC and Genever Holdings Inc. and that to the extent Bravo Luck or Qian Guo had any right, title, or interest in the Sherry Netherland Apartment, they relinquished such right, title, or interest and agreed to withdraw all claims related thereto. Compl. ¶ 163.

176. Bravo Luck has used the same Hong Kong address, at 49/F, Bank of China Tower, No. 2 Garden Road, as was used by Leading Shine BVI, Anton Development, China Golden Spring, Eastern Profit, ACA Capital Group, and Whitecroft. The Trustee understands that this address was the location of the Debtor's Hong Kong office where the Debtor kept the documents of numerous entities that he controlled. The Trustee further understands that William Je and Natasha Qu worked with the Debtor out of this same office space. Compl. ¶ 165.

177. Thus, at all relevant times, the Debtor remained in control of Bravo Luck and its assets. Among other things: (i) Bravo Luck was controlled by the Debtor through his agents; (ii) the nominal owner of Bravo Luck is the Debtor's son, Qiang Guo; (iii) Bravo Luck has used the same address as the Debtor and other Debtor shell companies; (iv) Bravo Luck served the Debtor as a vehicle for funneling money from his other alter ego entities to be used for funding purchases of assets such as the Lady May and Sherry Netherland Apartment; (v) the Debtor has represented that Bravo Luck's assets were his assets; (vi) the Debtor asserted the Fifth Amendment regarding whether all assets held in the name of Qiang Guo were really assets of his estate, and (vii) the Debtor asserted the Fifth Amendment regarding whether all assets held in the name of Qiang Guo were really assets of his estate. Compl. ¶¶ 386-88.

178. Under BVI law, these facts and circumstances warrant the conclusion that (a) Qiang Guo has been at all relevant times a mere nominee or "bare trustee," considered to hold legal title to ownership interests in Bravo Luck only for the benefit of the Debtor; and that (b) Bravo Luck has been at all relevant times a mere nominee or "bare trustee," considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor.

179. At all relevant times, the Debtor was indebted to one or more creditors. Such creditors could have pursued the relief sought herein by the Trustee in exercise of such creditors' rights.

180. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Thirty-Eighth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the

true beneficial owner of Bravo Luck and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of Bravo Luck to the Trustee by whomever held (including but not limited to Qiang Guo).

d. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Leading Shine BVI and Its Assets, Establishing Entitlement to Judgment on Thirty-Ninth Claim

181. In the Thirty-Ninth Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Leading Shine BVI and its assets and, therefore, all assets of Leading Shine BVI have always belonged to the Debtor and must be transferred to the Trustee.

182. The Debtor formed Leading Shine BVI to serve his personal interests. Leading Shine BVI is an entity organized in the BVI and nominally owned by Qiang Guo, who acted at the direction of the Debtor. Compl. ¶¶ 5 (d)(iv), 40, 44, 166.

183. The Debtor used Leading Shine BVI to hold title to his residence located on South Bay Road in Hong Kong, which the Trustee understands was purchased in 2011 for HK \$880,000,000, which property had an estimated value in July 2018 of HK \$2,224,000,000. Compl. ¶¶ 5(d)(iv), 168, 169.

184. Leading Shine BVI has used the same Hong Kong address, at 49/F, Bank of China Tower, No. 2 Garden Road, as was used by Bravo Luck, Anton Development, China Golden Spring, Eastern Profit, ACA Capital Group, and Whitecroft. The Trustee understands that this address was the location of the Debtor's Hong Kong office where the Debtor kept the documents of numerous entities that he controlled. The Trustee further understands that William Je and

185. Natasha Qu worked with the Debtor out of this same office space. Compl. ¶167.

186. The Hong Kong Restraint Order identified the South Bank Property as “subject to the effective control” of the Debtor. Compl. ¶ 170.

187. The Debtor has represented on numerous occasions that the South Bay Property was his residence, including on the application he submitted to purchase the Sherry Netherland Apartment in 2015, and on the member registries of the Debtor’s BVI entities at which he served in formal roles as an equity owner or director. The address was also used by Mei Guo on due diligence forms submitted in connection with BVI entities that were beneficially owned by the Debtor. Compl. ¶ 171.

188. In a television interview that aired on November 15, 2017, the Debtor publicly boasted regarding the South Bay Property, saying: “I have the biggest house in Hong Kong, thousands of square meters.”⁴³ Compl. ¶ 172.

189. The Debtor continues to own the South Bay Property through Leading Shine BVI, even subsequent to the issuance of the Hong Kong Restraint Order in 2018. The Trustee understands

[REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶ 173.

⁴³ See VICE News, Exiled Chinese Billionaire Uses YouTube to Wage a War on Corruption, YouTube, at 6:48 (original air date on HBO, Nov. 15, 2017), <https://www.youtube.com/watch?v=LkOsgH5kcgQ>.

190. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over Leading Shine BVI. Compl. ¶ 174.

191. Thus, at all relevant times, the Debtor remained in control of Leading Shine BVI and its assets. Among other things: (i) Leading Shine BVI was controlled by the Debtor through his son, Qiang Guo; (ii) the nominal owner of Leading Shine BVI is the Debtor's son, Qiang Guo, and the Debtor asserted the Fifth Amendment regarding whether all assets held in the name of Qiang Guo were really assets of his estate; (iii) Leading Shine BVI has used the same address as the Debtor and other Debtor shell companies; (iv) Leading Shine BVI has served the Debtor as a vehicle for holding title to the Debtor's residence: the South Bay Property; (v) the Hong Kong Restraint Order identified the South Bay Property as controlled by the Debtor; (vi) [REDACTED]

[REDACTED]; and (vii) the Debtor asserted the Fifth Amendment regarding whether he controlled Leading Shine BVI. Compl. ¶¶ 393-94.

192. Under BVI law, the facts and circumstances detailed hereinabove⁴⁴ and in the Complaint warrant the conclusion that (a) Qiang Guo has been at all relevant times a mere nominee or "bare trustee," considered to hold legal title to ownership interests in Leading Shine BVI only for the benefit of the Debtor; and that (b) Leading Shine BVI has been at all relevant times a mere

⁴⁴ See Section III (Summary of Facts), above, at Parts A (Debtor's shell game), B (Debtor's family and associates) and Part I (facts specific to Leading Shine BVI).

nominee or “bare trustee,” for the purposes of acquiring assets for the Debtor’s benefit while hiding those assets from his creditors.

193. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Thirty-Ninth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Leading Shine BVI and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of Leading Shine BVI to the Trustee by whomever held (including but not limited to Qiang Guo).

e. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Alfa Global and Its Assets, Establishing Entitlement to Judgment on Forty-Second Claim

194. In the Forty-Second Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Alfa Global and its assets and, therefore, all assets of Alfa Global have always belonged to the Debtor and must be transferred to the Trustee.

195. As set forth in the Complaint, the Debtor formed Alfa Global to serve his personal interests. Alfa Global is an entity organized in the BVI and nominally owned by Karin Maistrello, who acted under the Debtor’s control. Compl. ¶¶ 5(d)(vii), 11, 39.

196. Initially, the Debtor’s niece, Guo Lijie, served as the nominal owner and sole director of Alfa Global through December 13, 2018, when she was replaced in both of these roles by the Debtor’s translator, Karin Maistrello. Compl. ¶¶ 5(d)(vii), 11, 39, 188.

197. The Hong Kong Restraint Order identified Alfa Global’s bank accounts as “subject to the effective control” of the Debtor. Alfa Global was used by the Debtor to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶¶

5(d)(vii), 137, 189.

198. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over Alfa Global. Compl. ¶ 190.

199. Thus, at all relevant times, the Debtor remained in control of Alfa Global.

200. Under BVI law, the facts and circumstances detailed hereinabove⁴⁵ and in the Complaint warrant the conclusion that: (a) Alfa Global has been at all relevant times a mere nominee or “bare trustee” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor.

201. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Forty-Second Claim. Accordingly, the Trustee has established the legal and evidentiary basis for a judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Alfa Global and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the

⁴⁵ See Section III (Summary of Facts), above, at Parts A (Debtor’s shell game), B (Debtor’s family and associates) and Part L (facts specific to Alfa Global).

Bankruptcy Code, the turnover of any and all of the assets of Alfa Global to the Trustee by whomever held (including but not limited to Karin Maistrello).

f. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Alfonso Global and Its Assets, Establishing Entitlement to Judgment on Forty-Third Claim

202. In the Forty-Third Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Alfonso Global and its assets and, therefore, all assets of Alfonso Global have always belonged to the Debtor and must be transferred to the Trustee.

203. As set forth in the Complaint, the Debtor formed Alfonso Global to serve his personal interests. Alfonso Global is an entity organized in the BVI and was, prior to 2016, nominally owned by Zhang Wei, the husband of the Debtor's niece, and subsequently, nominally owned by another Debtor-controlled BVI entity called Next Tycoon. Zhang Wei also served as the sole director of Alfonso Global until December 13, 2018, when he was replaced in this role by the Debtor's employee Max Krasner. Compl. ¶¶ 5(d)(viii), 12, 43, 191.

204. The Hong Kong Restraint Order identified Alfonso Global's bank accounts as "subject to the effective control" of the Debtor. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Compl. ¶¶ 5(d)(viii), 67, 137, 192.

205. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over Alfonso Global. Compl. ¶ 193.

206. Thus, at all relevant times, the Debtor remained in control of Alfonso Global.

207. Under BVI law, these facts and circumstances warrant the conclusion that: (a) Next Tycoon Investments Limited and its predecessors have been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in Alfonso Global only for the benefit of the Debtor; and (b) Alfonso Global has been at all relevant times a mere nominee or “bare trustee” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor.

208. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Forty-Third Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Alfonso Global and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of Alfonso Global to the Trustee by whomever held (including but not limited to Next Tycoon Investments Limited).

g. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of G Club International and Its Assets, Establishing Entitlement to Judgment on Third Claim

209. Jovial Century, an entity dominated and controlled by the Debtor, is the nominal owner of G Club International. Compl. ¶¶ 37, 205-06.

210. In the Third Claim of the Complaint, the Trustee requests a declaratory judgment stating that G Club International is the Debtor’s alter ego and, therefore, all assets of G Club

International have always belonged to the Debtor and must be transferred to the Trustee. Compl. ¶¶ 203-08.

211. As set forth in the Complaint, the Debtor formed G Club International to serve his personal interests. G Club International is an entity organized in the British Virgin Islands (“BVI”) and is nominally owned by Jovial Century. Compl. ¶¶ 5(a)(ii), 19, 37 [REDACTED]. Compl. ¶ 122 n. 86.

212. G Club International is the sole nominal owner of G Club Operations and was used by the Debtor to operate “G Club,” his purported membership organization, from which he directed funds to be used for lavish purposes for himself and his family. Compl. ¶¶ 5(a)(ii), 19, 94-96, 97(ii-v). [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED]. Compl. ¶¶ 88, 96, 97 (ii-v).

213. Under BVI law, these facts and circumstances warrant the conclusion that (a) Jovial Century has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in G Club International only for the benefit of the Debtor; and that (b) G Club International has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Compl. ¶ 206.

214. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Third Claim. Accordingly, the Trustee has established the legal and evidentiary

basis for entry of a default judgment against (1) declaring that at all times, the Debtor was the true beneficial owner of G Club International and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of G Club International to the Trustee.

h. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of G Fashion International and Its Assets, Establishing Entitlement to Judgment on Sixth Claim

215. Jovial Century, an entity dominated and controlled by the Debtor, is the nominal owner of G Fashion International. Compl. ¶¶ 37, 220-21.

216. In the Sixth Claim of the Complaint, the Trustee requests a declaratory judgment stating that G Fashion International is the Debtor’s alter ego and, therefore, all assets of G Fashion International have always belonged to the Debtor and must be transferred to the Trustee. Compl. ¶¶ 218-23.

217. The Debtor formed G Fashion International to serve his personal interests. G Fashion International is an entity formed in the BVI and is nominally owned by Jovial Century Compl. ¶¶ 5(a)(iii), 37. [REDACTED] [REDACTED]. Compl. ¶ 122 n. 86.

218. G Fashion International is part of the G Fashion Entities and was used by the Debtor to operate his “GFashion” clothing brand. Compl. ¶ 5(a)(iii).

219. [REDACTED] [REDACTED]. Compl. ¶ 95.

220. In addition, the Trustee understands [REDACTED]

[REDACTED]. Compl. ¶ 102.

221. Under BVI law, these facts and circumstances warrant the conclusion that (a) Jovial Century has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in G Fashion International only for the benefit of the Debtor; and that (b) G Fashion International has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Compl. ¶ 221.

222. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Sixth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the true beneficial owner of G Fashion International and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of G Fashion International to the Trustee.

i. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of G Fashion Hold Co. A and Its Assets, Establishing Entitlement to Judgment on Seventh Claim

223. In the Seventh Claim of the Complaint, the Trustee requests a declaratory judgment stating that G Fashion Hold Co. A is the Debtor’s alter ego and, therefore, all assets of G Fashion Hold Co. A have always belonged to the Debtor and must be transferred to the Trustee. Compl. ¶¶ 226-27.

224. As set forth in the Complaint, the Debtor formed G Fashion Hold Co. A to serve his personal interests. G Fashion Hold Co. A is an entity formed in the BVI and is nominally owned by Jovial Century. Compl. ¶¶ 5(a)(iii), 21, 37. [REDACTED]

[REDACTED] Compl. ¶ 122 n. 86.

225. G Fashion Hold Co. A was controlled by the Debtor through his employees, [REDACTED], and had no bank accounts or other assets or operations. Compl. ¶¶ 96, 226. G Fashion Hold Co. A is part of the G Fashion Entities and was used by the Debtor to operate his “GFashion” clothing brand. Compl. ¶ 5(a)(iii).

226. The Trustee understands [REDACTED]
[REDACTED]
[REDACTED]. Compl. ¶ 102.

227. Under BVI law, these facts and circumstances warrant the conclusion that (a) Jovial Century has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in G Fashion Hold Co. A only for the benefit of the Debtor; and that (b) G Fashion Hold Co. A has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Compl. ¶ 227.

228. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Seventh Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the true beneficial owner of G Fashion Hold Co. A and its assets and (2) ordering, pursuant to sections

541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of G Fashion Hold Co. A to the Trustee.

j. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of G Fashion Hold Co. B and Its Assets, Establishing Entitlement to Judgment on Eighth Claim

229. In the Eighth Claim of the Complaint, the Trustee requests a declaratory judgment stating that G Fashion Hold Co. B is the Debtor’s alter ego and, therefore, all assets of G Fashion Hold Co. B have always belonged to the Debtor and must be transferred to the Trustee. Compl. ¶¶ 203-235.

230. The Debtor formed G Fashion Hold Co. B to serve his personal interests. G Fashion Hold Co. B is an entity formed in the BVI and is nominally owned by Jovial Century. Compl. ¶¶ 5(a)(iii), 37. [REDACTED]

[REDACTED] Compl. ¶ 122 n. 86. G Fashion Hold Co. B was controlled by Debtor through his employees and [REDACTED]. Compl. ¶ 232(i) and (ii). G Fashion Hold Co. B is part of the G Fashion Entities and was used by the Debtor to operate his “GFashion” clothing brand. Compl. ¶ 5(a)(iii).

231. To the Trustee’s knowledge, G Fashion Hold Co. B had no bank accounts. Compl. ¶ 96. [REDACTED]

[REDACTED]

[REDACTED]

Compl. ¶ 96, 232(iii). The Trustee understands [REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶ 96.

232. Further, the Trustee understands [REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶ 102.

233. Under BVI law, these facts and circumstances warrant the conclusion that (a) Jovial Century has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in G Fashion Hold Co. A only for the benefit of the Debtor; and that (b) G Fashion Hold Co. A has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Compl. ¶ 233.

234. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Seventh Claim. Accordingly, the Trustee has established the legal and evidentiary basis for entry of a default judgment (1) declaring that at all times, the Debtor was the true beneficial owner of G Fashion Hold Co. B and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of G Fashion Hold Co. B to the Trustee.

iv. Law Applicable to Hong Kong Alter Egos

235. The Trustee has asserted claims requesting declaratory judgment to the effect that the Debtor is the true beneficial owner of each of the Hong Kong entities China Golden Spring⁴⁶, Anton Development⁴⁷, and Eastern Profit⁴⁸, and their respective assets, and providing that the ownership and assets of such entities shall be turned over to the Trustee.

236. Hong Kong law applies to these claims. *See Geron ex rel. Thelen LLP v. Seyfarth Shaw LLP (In re Thelen LLP)*, 736 F.3rd at 219; *Scot. Air Int'l, Inc. v. Brit. Caledonian Grp., PLC*, 81 F.3d at 1234 (2d Cir. 1996).

237. In accordance with the Basic Law of the Hong Kong Special Administrative Region that took effect on July 1, 1997,⁴⁹ the laws previously in force in Hong Kong (that is, the common law, rules of equity, ordinances, subordinate legislation and customary law) were maintained, except for any that contravene the Basic Law and subject to any amendment by the HKSAR legislature. Since the prior prevailing law governing matters such as beneficial ownership of property has not been abrogated, English law, as described hereinabove,⁵⁰ applies to determining beneficial ownership of China Golden Spring, Anton Development and Eastern Profit.

⁴⁶ As to the Trustee's Thirty-Sixth Claim (Debtor's beneficial ownership).

⁴⁷ As to the Trustee's Fortieth Claim (Debtor's beneficial ownership).

⁴⁸ As to the Trustee's Forty-First Claim (Debtor's beneficial ownership).

⁴⁹ Prior to July 1, 1997, Hong Kong was a British colony governed by English common law and principles of equity.

⁵⁰ *See* Section IV (Law and Argument), above, at Part C ii (describing operation of English as applicable in BVI and Hong Kong)

a. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of China Golden Spring and Its Assets, Establishing Entitlement to Judgment on Thirty-Sixth Claim

238. In the Thirty-Sixth Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of China Golden Spring and its assets and, therefore, all assets of China Golden Spring have always belonged to the Debtor and must be transferred to the Trustee.

239. China Golden Spring is an entity organized in Hong Kong and the nominal parent company of Golden Spring. The nominal owner of China Golden Spring is the Debtor's son, Qiang Guo. Compl. ¶ 5(d)(iii).

240. As set forth in the Complaint, the Debtor formed China Golden Spring to serve his personal interests. China Golden Spring is an entity organized in Hong Kong, is the nominal parent of Golden Spring, and nominally owned by Debtor's son, Qiang Guo, who acted at the direction of the Debtor. Compl. ¶¶ 5(d)(iii), 16, 44, 56, 146.

241. The Trustee understands that Natasha Qu managed China Golden Spring on the Debtor's behalf during the period in which she worked for the Debtor. Other Debtor employees staffing China Golden Spring have included Yu Yong,⁵¹ Han Chunguang, and Yvette Wang. Compl. ¶ 147. Compl. ¶¶ 16, 44.

⁵¹ Yu Yong was another of the Debtor's assistants whom the Debtor used as a nominal owner of entities under his control. Among other things, prior to 2017, Yu Yong served the Debtor as the nominal owner of Ace Decade Limited for the purpose of disguising the Debtor's ownership of that entity from regulators, after which the Debtor arranged for nominal ownership of Ace Decade to be transferred to Yvette Wang. In a ruling issued in November 2022, this Court found that Ace Decade was beneficially owned by the Debtor. Compl. ¶ 147 n. 99.

242. China Golden Spring has used the same Hong Kong address, at 49/F, Bank of China Tower, No. 2 Garden Road, as was used by Bravo Luck, Eastern Profit, Anton Development, Leading Shine BVI, ACA Capital Group, and Whitecroft. The Trustee understands that this address was the location of the Debtor's Hong Kong office and the location where the Debtor kept the documents of numerous entities that he controlled. The Trustee further understands that William Je and Natasha Qu worked with the Debtor out of this same office space. Compl. ¶ 148.

243. A court order issued in Hong Kong on October 18, 2018 (the "Hong Kong Restraint Order") identified China Golden Spring's bank account as "subject to the effective control" of the Debtor. Compl. ¶ 149.

244. As discussed in the Trustee's Complaint in his adversary proceeding establishing that Golden Spring was the Debtor's alter ego [Adv. Proc. No. 23-05018 Docket No. 1], China Golden Spring is the parent company of Golden Spring, which this Court found to be the Debtor's alter ego in a default judgment issued on December 4, 2023. The Trustee understands that, following the establishment of Golden Spring as the Debtor's "family office" entity in 2015, China Golden Spring had no other role than to serve as parent company of Golden Spring and to assist the Debtor in transferring funds to other Debtor shell companies. Compl. ¶ 150.

245. Thus, at all relevant times, the Debtor remained in control of China Golden Spring. Among other things: (i) China Golden Spring was controlled by the Debtor through his agents, including his son Qiang Guo; (ii) China Golden Spring has used the same address as the Debtor and other Debtor shell companies; (iii) the Hong Kong Restraint Order identified China Golden Spring's bank accounts as controlled by the Debtor; (iv) China Golden Spring is the parent

company of Golden Spring, which this Court found to be the Debtor's alter ego; and (v) the Debtor asserted the Fifth Amendment regarding whether all assets held in the name of Qiang Guo were really assets of his estate. Compl. ¶¶ 375-76.

246. Under Hong Kong law, these facts and circumstances warrant the conclusion that (a) Qiang Guo has been at all relevant times a mere nominee or "bare trustee," considered to hold legal title to ownership interests in China Golden Spring only for the benefit of the Debtor; and that (b) China Golden Spring has been at all relevant times a mere nominee or "bare trustee," considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Debtor is the true beneficial owner of China Golden Spring and its assets.

247. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Thirty-Sixth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for a judgment (1) declaring that at all times, the Debtor was the true beneficial owner of China Golden Spring and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of China Golden Spring to the Trustee by whomever held (including but not limited to Qiang Guo).

b. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Anton Development and Its Assets, Establishing Entitlement to Judgment on Fortieth Claim

248. In the Fortieth Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Anton Development and its assets and, therefore, all assets of Anton Development have always belonged to the Debtor and must be transferred to the Trustee.

249. The Debtor formed Anton Development to serve his personal interests. Anton Development is an entity organized in Hong Kong and nominally owned by Mei Guo and used by the Debtor to, among other things, hold title to his private jet. Compl. ¶¶ 5 (d)(v), 13, 42, 62.

250. Prior to Mei Guo's nominal ownership of Anton Development, Anton Development was nominally owned by Natasha Qu, the Debtor's assistant, and subsequently, by Han Chunguang, the Debtor's household employee. Nominal ownership of Anton Development was transferred from Han Chunguang to Mei Guo on June 27, 2017, the same date nominal ownership of Eastern Profit and HK USA were also transferred with no apparent consideration to Mei Guo. Compl. ¶¶ 5(d)(v), 73(c)(ii), 176.

251. Anton Development has used the same Hong Kong address, at 49/F, Bank of China Tower, No. 2 Garden Road, as was used by Bravo Luck, Eastern Profit, China Golden Spring, Leading Shine BVI, ACA Capital Group, and Whitecroft. The Trustee understands that this address was the location of the Debtor's Hong Kong office where the Debtor kept the documents of numerous entities that he controlled. The Trustee further understands that William Je and Natasha Qu worked with the Debtor out of this same office space. Compl. ¶ 177.

252. The Debtor previously used Anton Development to hold title to his Bombardier Jet. Head Win Group Limited ("Head Win Group"), a BVI entity owned by the Debtor, transferred title to the Bombardier Jet to Anton Development in 2016 for no apparent consideration.

Subsequently, in 2018, title to the Bombardier Jet was transferred, again for no apparent consideration, to Whitecroft, an entity nominally owned by Mei Guo.⁵² Compl. ¶¶ 5 (d)(v), 178.

253. The Hong Kong Restraint Order identified Anton Development’s bank account as “subject to the effective control” of the Debtor. The Trustee understands that the sources from which Anton Development obtained these funds were other Debtor-controlled entities, namely Alfonso Global and Alfa Global. Compl. ¶ 179.

254. The Debtor [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Compl. ¶¶ 5(d)(i), 180.

255. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over Anton Development. Compl. ¶ 181.

256. Thus, at all relevant times the Debtor remained in control of Anton Development.

257. Under Hong Kong law, these facts and circumstances detailed hereinabove⁵³ and in the Complaint warrant the conclusion that (a) Mei Guo and her predecessors have been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership

⁵² The Court has determined that as of the Petition Date the Debtor beneficially owned the Bombardier Jet. *See* Memo. of Decision and Order Granting in Part Mot. For Summary Judgment [Adv. Proc. No. 23-05008 Docket No. 126] (April 3, 2024) at p. 29.

⁵³ *See* Section III (Summary of Facts), above, at Parts A (Debtor’s shell game), B (Debtor’s family and associates) and Part J (facts specific to Anton Development).

interests in Anton Development only for the benefit of the Debtor; and that (b) Anton Development has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Debtor is the true beneficial owner of Anton Development and its assets.

258. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Fortieth Claim. Accordingly, the Trustee has established the legal and evidentiary basis for a judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Anton Development and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of Anton Development to the Trustee by whomever held.

c. Trustee Has Made *Prima Facie* Showing that Debtor Is True Beneficial Owner of Eastern Profit and Its Assets, Establishing Entitlement to Judgment on Forty-First Claim

259. In the Forty-First Claim in the Complaint, the Trustee requests a declaratory judgment stating that the Debtor is the true beneficial owner of Eastern Profit and its assets and, therefore, all assets of Eastern Profit have always belonged to the Debtor and must be transferred to the Trustee.

260. The Debtor formed Eastern Profit to serve his personal interests. Eastern Profit is an entity organized in Hong Kong and nominally owned by Mei Guo and was used by the Debtor to funnel hundreds of millions of dollars to Bravo Luck to be used for, among other things, the purchase of the Lady May and the Sherry Netherland Apartment. Compl. ¶¶ 5(d)(vi), 17, 42, 67.

261. Previously, Eastern Profit was nominally owned by Han Chunguang, who transferred nominal ownership of Eastern Profit to Mei Guo for no apparent consideration on June 27, 2017, the same date HK USA and Anton Development were also transferred to Me Guo. Compl. ¶¶ 73(c)(i), 183.

262. Eastern Profit has used the same Hong Kong address, at 49/F, Bank of China Tower, No. 2 Garden Road, as was used by Bravo Luck, China Golden Spring, Anton Development, Leading Shine BVI, ACA Capital Group, and Whitecroft. The Trustee understands that this address was the location of the Debtor’s Hong Kong office where the Debtor kept the documents of numerous entities that he controlled. The Trustee further understands that William Je and Natasha Qu worked with the Debtor out of this same office space. Compl. ¶ 184.

263. [REDACTED]

[REDACTED]. The Hong Kong Restraint Order identified Eastern Profit’s bank account as “subject to the effective control” of the Debtor. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Compl. ¶ 5(d)(vi), 67, 161, 185.

264. More recently, in 2018, the Debtor [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. In the Liman Decision,⁵⁴ in which Judge Liman ruled on a contract dispute between Eastern Profit and Strategic Vision, Judge Liman found Eastern Profit to be, “in essence, a shell corporation” for the Debtor. Compl. ¶ 136, 186.

265. In May 2023, the Debtor asserted the Fifth Amendment when asked in writing to state that he had control over Eastern Profit. Compl. ¶ 187.

266. Thus, at all relevant times, the Debtor remained in control of Eastern Profit.

267. Under Hong Kong law, these facts and circumstances warrant the conclusion that (a) Mei Guo and her predecessors have been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in Eastern Profit only for the benefit of the Debtor; and that (b) Eastern Profit has been at all relevant times a mere nominee or “bare trustee,” considered to hold legal title to ownership interests in assets held under its name only for the benefit of the Debtor. Debtor is the true beneficial owner of Eastern Profit and its assets.

268. The facts discussed above, and as set forth in the Trustee’s Complaint, plainly establish that the Debtor is the true beneficial owner of Eastern Profit and its assets, with Mei Guo and her predecessors acting only as a bare trustee. Compl. ¶ 405-6. [REDACTED]

[REDACTED]. Compl. ¶ 185.

⁵⁴ The “Liman Decision” is *Eastern Profit Corp. Ltd. v. Strategic Vision US LLC*, No. 18-CV-2185 (LJL), 2021 WL 2554631 (S.D.N.Y. June 22, 2021).

269. Based on these facts, the Trustee has more than made out a *prima facie* case in support of his Forty-First Claim. Accordingly, the Trustee has established the legal and evidentiary basis for a judgment (1) declaring that at all times, the Debtor was the true beneficial owner of Eastern Profit and its assets and (2) ordering, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, the turnover of any and all of the assets of Eastern Profit to the Trustee.

[Remainder of page intentionally left blank.]

WHEREFORE, the Trustee respectfully requests that the Motion be granted and the Court enter judgment against the Default Defendants on the First, Second, Third, Sixth, Seventh, Eighth, Ninth, Tenth, Fifteenth, Sixteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second, Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First, Thirty-Sixth, Thirty-Eighth, Thirty-Ninth, Fortieth, Forty-First, Forty-Second, and Forty-Third Claims of Trustee's Complaint.

Dated: August 20, 2025
New Haven, Connecticut

LUC A. DESPINS,
CHAPTER 11 TRUSTEE

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