

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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In re:	:	Chapter 11
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HO WAN KWOK, <i>et al.</i> ,	:	Case No. 22-50073 (JAM)
	:	
Debtors. <sup>1</sup>	:	Jointly Administered
	:	
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GENEVER HOLDINGS LLC,	:	
	:	
Plaintiff,	:	Adv. Proceeding No. 23-05007 (JAM)
	:	
v.	:	
	:	August 4, 2023
AIG PROPERTY CASUALTY COMPANY	:	
	:	
Defendant.	:	
	:	
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**APPLICATION OF GENEVER HOLDINGS LLC FOR ENTRY OF  
ORDER, PURSUANT TO BANKRUPTCY CODE SECTIONS 327(e), 328(a),  
AND 329(a), BANKRUPTCY RULES 2014 AND 2016, AND LOCAL  
BANKRUPTCY RULES 2014-1 AND 2016-1, AUTHORIZING AND  
APPROVING RETENTION AND EMPLOYMENT OF O’SULLIVAN  
MCCORMACK JENSEN & BLISS PC AS SPECIAL INSURANCE COVERAGE  
COUNSEL, IN REPLACEMENT OF SAXE DOERNBERGER & VITA, P.C.**

Genever Holdings LLC (“Genever (US)”), debtor in the above-captioned jointly administered chapter 11 case (the “Chapter 11 Case”) hereby moves the Court (the “Application”), pursuant to sections 327(e), 328(a), and 329(a) of Title 11 of the United States

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<sup>1</sup> 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).

Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Procedure (the “Local Bankruptcy Rules”) for the United States Bankruptcy Court for the District of Connecticut (the “Court”), for entry of an order (the “Order”), substantially in the form of **Exhibit A** hereto, (a) authorizing Genever (US) to employ of O’Sullivan McCormack Jensen & Bliss PC (“OMJB”) as special insurance coverage counsel and (b) approving the substitution of Saxe Doernberger & Vita, P.C. (“SDV”) by OMJB as special insurance coverage counsel for Genever (US) in the AIG Action (as defined below), in each instance, effective as of July 27, 2023. In support of this Application, Genever (US) states the following:

**RELIEF REQUESTED**

1. By this Application, Genever (US) seeks entry of an order, substantially in the form of the proposed order filed herewith, authorizing and approving the retention and employment of OMJB in place of SDV as Genever (US)’s special insurance coverage counsel, effective as of July 27, 2023, to represent Genever (US) with respect to insurance coverage disputes, including with respect to Genever (US)’s pending litigation against American International Group, Inc. (“AIG”) under Adv. Proc. No. 23-5007 (the “AIG Action”). In addition, as part of this Application, Genever (US) requests that the Court approve the substitution of SDV (*i.e.*, Genever (US)’s current special insurance coverage counsel) by OMJB, also effective as of July 27, 2023.

2. Unfortunately, Genever (US) and the Trustee, on the one hand, and SDV, on the other hand, have determined to discontinue the working relationship. To replace SDV, Genever (US) has selected OMJB as its special insurance coverage counsel, including in light of OMJB’s

expertise with insurance disputes. Moreover, as Genever (US) previously disclosed, its bankruptcy counsel, Paul Hastings LLP, represents AIG in certain unrelated matters.<sup>2</sup> For that reason, and out of an abundance of caution, Genever (US) previously advised this Court that Paul Hastings LLP would not serve as counsel to Genever (US) in the AIG Action.

3. In support of this Application, Genever (US) submits the *Declaration of Michael T. McCormack in Support of Application of Genever Holdings LLC for Entry of Order, Pursuant to Bankruptcy Code Sections 327(e), 328, and 329, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, Authorizing and Approving Retention and Employment of O'Sullivan McCormack Jensen & Bliss PC as Special Insurance Coverage Counsel, in Replacement of Saxe Doernberger & Vita, P.C.* (the "McCormack Declaration"), attached as **Exhibit B**, which is incorporated herein by reference.

#### **JURISDICTION, VENUE, AND STATUTORY BASES**

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of Connecticut. This is a core proceeding within the meaning of 28 U.S.C. § 157(b).

5. Venue in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory bases for the relief requested herein are sections 327(e), 328(a), and 329(a) of the Bankruptcy Code, and, to the extent applicable, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1.

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<sup>2</sup> To be clear, Luc Despins has not represented AIG and is not conflicted as to AIG.

## **BACKGROUND**

### **A. Genever (US)’s Chapter 11 Case**

7. On October 12, 2020, Genever (US) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Bankruptcy Code before the United States Bankruptcy Court for the Southern District of New York (the “SDNY Bankruptcy Court”), thereby commencing case number 20-12411 (JLG). *See Chapter 11 Petition* [Docket No. 1 in Case No. 22-50592 (JAM)].

8. No trustee or examiner has been appointed in Genever (US)’s case.

9. Genever (US) owns apartment space comprised of the entire 18th floor (the “Apartment”), as well as Apartment MR 2219, and Apartment MR 719 (collectively with the Apartment, the “Covered Residences”) in the Sherry-Netherland building located at 781 Fifth Avenue, New York, New York 10022 (the “Sherry-Netherland”).

10. On November 3, 2022, the SDNY Bankruptcy Court entered an order transferring the venue of Genever (US)’s chapter 11 case to this Court. *See Memorandum Decision and Order Granting the Joint Motion of (A) Genever Holdings LLC and (B) Luc A. Despins as Chapter 11 Trustee for Estate of Ho Wan Kwok to Transfer, Pursuant to 28 U.S.C. §§ 1408, and 1412 and Bankruptcy Rule 1014(a), Venue of Chapter 11 Case of Genever Holdings LLC to Bankruptcy Court for District of Connecticut* [Docket No. 225 in Case No. 22-50592 (JAM)].

11. The chapter 11 cases of Ho Wan Kwok, Genever (US), and Genever Holdings Corporation (“Genever (BVI)”) are being jointly administered before this Court for procedural purposes only. *See* Docket No. 1141 in Case No. 22-50073 (JAM).

**B. AIG Insurance Policies and Commencement of AIG Action<sup>3</sup>**

12. On March 6, 2015, Genever (US) executed a proprietary lease with the Sherry-Netherland (the “Proprietary Lease”), a cooperative housing corporation through which Genever (US) owns a number of shares that are assigned to various apartments that Genever (US) leases.

13. Pursuant to the terms of the Proprietary Lease, Genever (US) purchased from AIG property insurance coverage in excess of \$28 million to protect the Covered Residences and valuable property therein. The insurance Genever (US) purchased obligates AIG to pay for “all risk” of property loss that Genever (US) may suffer except that which is expressly excluded. In addition, the insurance Genever (US) purchased from AIG affords liability coverage for claims arising out of its ownership of the Covered Residences. The property and liability insurance policies AIG sold to Genever (US) are hereinafter referred to as the “AIG Insurance Policies.”

14. On March 15, 2023, Genever (US) suffered a loss at the Apartment when a fire broke out (the “Fire”). As a result of the Fire, Genever (US) has suffered physical damage to its Apartment and property therein.

15. On April 25, 2023, without any indication that AIG had concluded its investigation into the Fire, AIG issued “Notices of Cancellation of Insurance” (the “Notices of Cancellation”) purporting to cancel the AIG Insurance Policies.

16. Following receipt of the Notices of Cancellation, the Trustee, acting pursuant to a proxy granted by Genever (BVI), selected SDV to represent Genever (US) with respect to insurance coverage disputes, including with respect to the AIG Action.

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<sup>3</sup> For a detailed summary of the AIG Insurance Policies and the events leading up to the commencement of the AIG Action, we refer to the complaint filed in the AIG Action [Docket No. 1 in Adv. Proc. No. 23-5007].

17. On May 12, 2023, Genever (US) commenced the AIG Action seeking, among other things, (i) to enjoin AIG from cancelling the AIG Insurance Policies, (ii) a declaration that AIG must provide coverage under the AIG Insurance Policies, (iii) a declaration that AIG may not cancel the AIG Insurance Policies for the March 6, 2023 to March 6, 2024 policy term and that AIG's notices of cancellation are legally insufficient under New York insurance law, (iv) awarding Genever (US) compensatory damages for breach of contract, (v) awarding Genever (US) immediate insurance proceeds for emergency clean-up measures necessary to protect its interests, render the Apartment saleable, and limited Genever (US)'s third party claims arising out of the Fire, and (vi) awarding Genever (US) punitive damages and/or sanctions.

18. On July 13, 2023, the Court issued a Memorandum of Decision and Order for Preliminary Injunction in Adv. Proc. No. 23-5007, temporarily enjoining AIG from cancelling the AIG Insurance Policies for the March 6, 2023 to March 6, 2024 policy term. AIG filed a Motion for Leave to Appeal the Preliminary Injunction Order on July 27, 2023.

19. Genever wishes to retain OMJB to replace SDV as special insurance coverage counsel to continue to represent Genever's interest in the litigation against AIG.

#### **OMJB'S QUALIFICATIONS**

20. OMJB is a law firm whose principal office is located at 180 Glastonbury Boulevard, Suite 210, Glastonbury, Connecticut. The firm currently employs five attorneys who provide litigation services to clients operating in the United States, including business litigation and insurance coverage litigation.

21. OMJB has particular expertise in insurance coverage law. With its focus on policyholders, OMJB offers comprehensive and experienced insurance coverage litigation services and risk management strategy to policyholders in Connecticut and other states.

Attorneys at OMJB have more than twenty-five years of success representing clients in insurance coverage and insurance litigation matters, including recovering millions of dollars in insurance benefits on behalf of policyholders ranging from individuals, non-profit institutions, educational institutions, hospitals, municipalities, small companies, and large corporations.

22. Additionally, as a firm headquartered in Connecticut, OMJB is particularly well suited to serve as special insurance coverage counsel in the case, as Genever (US)'s local counsel, Neubert, Pepe & Monteith, P.C. ("NPM"), also represents certain AIG entities in unrelated matters and, therefore, would not be able serve as local counsel to Genever (US) in the AIG Action. If Genever (US) were to retain insurance counsel located outside Connecticut to replace SDV, it would have to retain additional local counsel for conflicts purposes. As was the case when Genever (US) initially hired SDV, hiring OMJB avoids hiring such additional counsel.

#### **ANTICIPATED SERVICES**

23. Genever (US) anticipates that OMJB will represent it with respect to insurance coverage advice for the losses sustained at the Apartment as well as any matters related to the AIG Action. Due to the specialized nature of the insurance coverage dispute, and given that Paul Hastings LLP will not represent Genever (US) with respect to the AIG Action, there will be no duplication of services arising from OMJB's retention.

#### **COMPENSATION OF OMJB**

24. OMJB intends to apply to the Court for compensation for professional services rendered and for reimbursement of expenses incurred in connection with this Chapter 11 Case pursuant to sections 329 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Bankruptcy Rule 2016-1, and any other applicable rules and orders with respect to this Chapter

11 Case. OMJB will charge Genever (US) for its legal services on an hourly basis at its standard hourly rates in effect at the time the services are performed in connection with the services required in the AIG Action.

25. At present, the hourly rates for OMJB personnel range from \$125.00 per hour for paralegal time, \$300 per hour for counsel work, and \$350 to \$450 for shareholder work. OMJB will also bill for out-of-pocket expenses made on behalf of Genever (US), including photocopying, postage and package deliveries, court fees, transcripts, witness fees, service fees, travel expenses, and computer-aided research.

26. Genever (US) submits that OMJB 's hourly rates are reasonable and within the range of rates charged by comparably skilled professionals who offer the same services.

**OMJB IS DISINTERESTED**<sup>4</sup>

27. To the best of Genever (US)'s knowledge in reliance upon the McCormack Declaration, and except as disclosed therein, OMJB does not have any relationships with Genever (US), its creditors, or any other party-in-interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

28. More specifically, upon the basis of the McCormack Declaration, and except as disclosed therein, Genever (US) believes that: (a) OMJB has no connection with Genever (US), its creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in Genever (US) or its respective attorneys or accountants; and (b) OMJB and its employees (i) are not a creditors, equity security holders, or

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<sup>4</sup> While section 327(e) of the Bankruptcy Code does not require special counsel to be disinterested, OMJB has nevertheless conducted a full conflicts analysis and disclosed any connections to parties in interest in Genever (US)'s chapter 11 case in the McCormack Declaration.

insiders of Genever (US) or its affiliates, (ii) have not been, within two years before the Petition Date, a director, officer, or employee of Genever (US) or its affiliates, and (iii) has not had any interest materially adverse to the interests of the Genever (US)'s estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in Genever (US), or for any other reason. Therefore, Genever (US) believes that OMJB is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b).

29. Based on the McCormack Declaration, Genever (US) believes that OMJB does not represent any adverse interest to unsecured creditors in connection with the Chapter 11 Case.

**BASIS FOR RELIEF REQUESTED**

30. Genever (US) requests to retain and employ OMJB as its special insurance coverage counsel with respect to the AIG Action pursuant to section 327(e) of the Bankruptcy Code, which provides that the debtor in possession "may employ, for a specified special purpose, other than to represent the [debtor] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed." 11 U.S.C. § 327(e)

31. Under section 328(a) of the Bankruptcy Code, with bankruptcy court approval, a trustee may employ professional persons under section 327 of the Bankruptcy Code "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a).

32. Bankruptcy Rule 2014(a) provides that an application for retention include:  
specific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional

services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee.

33. Genever (US) requires the services of special insurance coverage counsel with respect to the AIG Action. OMJB will endeavor to avoid the duplication of efforts and provide services as efficiently as possible.

34. Accordingly, the employment of OMJB as Genever (US)'s special insurance coverage counsel, upon the terms set forth herein and in the Proposed Order, is reasonable and in the best interest of Genever (US)'s estate.

35. Genever (US) submits that OMJB'S rates are reasonable, comparable to rates for other engagements, and within the range of rates charged by comparably skilled professionals who offer the same services.

36. Local Bankruptcy Rule 2014-1 provides that if "an application to employ a professional is filed within thirty (30) days after the commencement of services provided by that professional, the application shall be deemed contemporaneously filed unless the Court orders otherwise." Accordingly, Genever (US) requests authority to retain and employ OMJB effective July 27, 2023, which was the date that OMJB began providing services to the Genever (US).

### **NOTICE**

37. Notice of this Application has been given to the United States Trustee, Ho Wan Kwok (the "Individual Debtor"), the Official Committee of Unsecured Creditors (the "Committee") in the Individual Debtor's chapter 11 case, and, by electronic filing utilizing the Court's electronic filing ("CM/ECF") system, to all appearing parties who utilize the CM/ECF system.

**NO PRIOR REQUEST**

38. No previous application for the relief requested herein has been made to this or any other Court.

*[Remainder of page intentionally left blank.]*

WHEREFORE, for the foregoing reasons, Genever (US) requests that the Court enter an Order, substantially in the form of the Proposed Order filed herewith, granting the Application, authorizing Genever (US)'s employment of OMJB as special insurance coverage counsel in place of SDV, approving the substitution of SDV by OMJB in the AIG Action, and order such other and further relief as the Court deems just and proper.

Dated: August 4, 2023

Genever Holdings LLC

/s/ Luc A. Despins

Luc A. Despins, acting pursuant to a proxy issued  
by Genever (BVI)

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> ,	:	Case No. 22-50073 (JAM)
	:	
Debtors. <sup>1</sup>	:	Jointly Administered
	:	
	X	
	:	
GENEVER HOLDINGS LLC,	:	
	:	
Plaintiff,	:	Adv. Proceeding No. 23-05007 (JAM)
	:	
v.	:	
	:	August 4, 2023
AIG PROPERTY CASUALTY COMPANY	:	
	:	
Defendant.	:	
	:	
	X	

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 4, 2023, the foregoing Application was electronically filed. Notice of this filing was sent by e-mail to all parties to the above-captioned chapter 11 case and adversary proceeding by operation of the Court’s electronic filing (“CM/ECF”) system or by mail to anyone unable to accept electronic filing as indicated on the

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<sup>1</sup> 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. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

Notice of Electronic Filing.<sup>2</sup> Parties may access this filing through the Court's CM/ECF system.

Dated: August 4, 2023  
New York, New York

By: /s/ Luc A. Despins  
Luc A. Despins, acting pursuant to a proxy  
issued by Genever (BVI)

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<sup>2</sup> To the extent that the foregoing was filed outside regular business hours, service by mail on recipients unable or not qualified to accept electronic notice was made on the next business day.

**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> ,	:	Case No. 22-50073 (JAM)
	:	
Debtors. <sup>1</sup>	:	Jointly Administered
	:	
	X	
	:	
GENEVER HOLDINGS LLC,	:	
	:	
Plaintiff,	:	Adv. Proceeding No. 23-05007 (JAM)
	:	
v.	:	
	:	August 4, 2023
AIG PROPERTY CASUALTY COMPANY	:	
	:	
Defendant.	:	
	:	
	X	

**[PROPOSED] ORDER (A) GRANTING APPLICATION OF GENEVER HOLDINGS LLC FOR ENTRY OF ORDER, PURSUANT TO BANKRUPTCY CODE SECTIONS 327(e), 328(a), AND 329(a), BANKRUPTCY RULES 2014 AND 2016, AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1, AUTHORIZING AND APPROVING RETENTION AND EMPLOYMENT OF O’SULLIVAN MCCORMACK JENSEN & BLISS PC AS SPECIAL INSURANCE COVERAGE COUNSEL, IN REPLACEMENT OF SAXE DOERNBERGER & VITA, P.C.**

Upon the application (the “Application”)<sup>2</sup> of Genever Holdings LLC (“Genever (US)”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), (a) for authority to retain and

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<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined have the meanings set forth in the Application or the Declaration of Michael T. McCormack (“McCormack Declaration”).

employ O’Sullivan McCormack Jensen & Bliss PC (“OMJB”) to replace Saxe Doernberger & Vita, P.C. (“SDV”) as special insurance coverage counsel to Genever (US), effective as of July 27, 2023, pursuant to sections 327(e), 328(a), and 329(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Procedure for the United States Bankruptcy Court for the District of Connecticut (the “Local Bankruptcy Rules”) and (b) the substitution of Saxe Doernberger & Vita, P.C. (“SDV”) by OMJB as special insurance coverage counsel for Genever (US) in the AIG Action, all as more fully set forth in the Application; and upon consideration of the McCormack Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference from the United States District Court for the District of Connecticut; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that (i) the relief requested in the Application is in the best interest of Genever (US)’s estate, its creditors, and all parties-in-interest, (ii) the legal and factual bases set forth in the Application and the McCormack Declaration, and the record of any hearing on the Application before this Court establish just cause for the relief granted herein, (iii) OMJB is a “disinterested person,” as defined in section 101(14) of the Bankruptcy Code, and (iv) OMJB and its employees do not hold or represent an interest adverse to Genever (US)’s estate; and due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice need be given; and upon all of the proceedings had

before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Application is granted as set forth herein.
2. Genever (US) is authorized to retain and employ O’Sullivan McCormack Jensen & Bliss PC (“OMJB”) as its special insurance coverage counsel pursuant to sections 327(e), 328(a), and 329(a) of the Bankruptcy Code, effective as of July 27, 2023, on the terms set forth in the Application and the McCormack Declaration.
3. OMJB is authorized to act as Genever (US)’s special insurance coverage counsel and to perform those services described in the Application.
4. Saxe Doernberger & Vita, P.C. shall be replaced by OMJB as Genever (US)’s special insurance coverage counsel, effective as of July 27, 2023.
5. The estate of Genever (US) shall be responsible for OMJB’s compensation and reimbursement of expenses with respect to the engagement.
6. The allowance of any compensation to be paid to OMJB shall be determined in accordance with the procedures set forth in sections 329 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Bankruptcy Rule 2016-1.
7. Allowance of any compensation for OMJB shall be limited to the extent of services actually performed, and expenses actually incurred, as special insurance coverage counsel for Genever (US).
8. OMJB shall provide no less than ten business days’ notice to Genever (US), the United States Trustee, and counsel to any official committee before any increases in the rates it charges are implemented and shall file such notice with the Court.

9. Genever (US) is authorized and empowered to take all actions necessary to effectuate the relief granted in this Order.

10. The requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

11. To the extent the Application and McCormack Declaration are inconsistent with this Order, the terms of this Order shall govern.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**EXHIBIT B**

**Declaration of Michael T. McCormack**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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In re: : Chapter 11
  
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HO WAN KWOK, *et al.*, : Case No. 22-50073 (JAM)
  
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Debtors.<sup>1</sup> : Jointly Administered
  
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**DECLARATION OF MICHAEL T. MCCORMACK IN SUPPORT OF APPLICATION  
OF GENEVER HOLDINGS LLC FOR ENTRY OF ORDER, PURSUANT TO  
BANKRUPTCY CODE SECTIONS 327(e), 328(a), AND 329(a), BANKRUPTCY RULES  
2014 AND 2016, AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1,  
AUTHORIZING AND APPROVING RETENTION AND EMPLOYMENT OF  
O’SULLIVAN MCCORMACK JENSEN & BLISS PC  
AS SPECIAL INSURANCE COVERAGE COUNSEL**

I, Michael T. McCormack, being duly sworn, do depose and say:

1. I am an attorney admitted to practice law in the states of Connecticut and Massachusetts. I am a shareholder in the law firm of O’Sullivan McCormack Jensen & Bliss PC (“OMJB”), which maintains its office at 180 Glasonbury Boulevard, Suite 210, Glastonbury, Connecticut. I make this declaration (the “Declaration”) in support of the *Application of Genever Holdings LLC for Entry of Order, Pursuant to Bankruptcy Code Sections 327(e), 328(a), and 329(a), Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, Authorizing and Approving Retention and Employment of O’Sullivan McCormack*

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<sup>1</sup> 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 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).

*Jensen & Bliss PC as Special Insurance Coverage Counsel* (the “Application”)<sup>2</sup> with respect to AIG Action, and related matters (the “Engagement”).

2. In relation to the Engagement, OMJB’s professional client is the estate (the “Estate”) of Genever Holdings LLC (“Genever (US)”) in its above-captioned chapter 11 case (the “Chapter 11 Case”). In relation to the Engagement, OMJB will seek to recover OMJB’s fees from the Estate, and I will file fee applications in the Chapter 11 Case on behalf of OMJB.

3. I received my law degree from the Columbus School of Law at the Catholic University of American in Washington, DC in 1992. I have practiced in the field of litigation in Connecticut since 1993 and have litigated and argued cases in Connecticut and Massachusetts courts and in multiple other jurisdictions. I have more than twenty-five years of insurance law experience, including advocating and advising clients on a broad range of matters involving general liability, excess, property, and professional liability insurance policies. Additionally, I have handled claims involving a variety of first and third-party losses. I have been retained as special insurance coverage counsel to clients in other bankruptcy proceedings unrelated to this bankruptcy proceeding.

4. I will file applications on behalf of OMJB for compensation of professional services rendered and for reimbursement of expenses incurred in connection with the Engagement pursuant to sections 329 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Bankruptcy Rule 2016-1, and any other applicable rules and orders with respect to this Chapter 11 Case.

5. At present, the hourly rates for OMJB personnel range from \$125.00 per hour for paralegal time, \$300.00 per hour for counsel work, and \$350.00 to \$450.00 per hour for

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<sup>2</sup> Capitalized terms used but not otherwise defined have the meanings set forth in the Application.

shareholder work. OMJB may also bill the Estate for any out-of-pocket expenses made on behalf of the Genever (US), including photocopying, postage and package deliveries, court fees, transcripts, witness fees, service fees, travel expenses, and computer-aided research.

6. To the best of my knowledge and belief after due inquiry, OMJB is a “disinterested person” within the meaning of section 101(14) of title 11 of the United States Code (the “Bankruptcy Code”) in that OMJB, and each of OMJB’s lawyers:

- a. are not creditors, equity security holders, or insiders of Genever (US);
- b. are not, and were not within two years before the date of filing of Genever (US)’s petition, directors, officers, or employees of Genever (US); and
- c. do not have an interest materially adverse to the interest of Genever (US)’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, Genever (US), or for any other reason.

7. I attach to this Declaration, as Schedule 1, a consolidated list of parties in interest in connection with the Chapter 11 Case (the “Interested Parties”) that has been produced by Genever (US) and provided to OMJB before my signing this Declaration that I am informed includes:

- a. parties listed as creditors, executory contract counterparties, and co-debtors on the Individual Debtor’s Schedules D, F, G, and H [Docket No. 78];
- b. parties listed on the Individual Debtor’s Statement of Financial Affairs (“SOFA”) [Docket No. 77], including (i) as recipients of payments within 90 days prior to the filing of the Chapter 11 Case (SOFA Part 3, Question

- 6); (ii) parties involved in litigation in which the Individual Debtor is a party (SOFA Part 4, Question 9); and businesses owned by the Individual Debtor (SOFA Part 11, Question 27);
- c. parties and counsel filing notice of appearances in the Chapter 11 Case;
- d. the Court and personnel of the office of the United States Trustee; and
- e. other parties in interest that I have become aware of as a result of the Chapter 11 Trustee's ongoing investigation of the Individual Debtor's assets.

8. OMJB has conducted reasonable checks of the Interested Parties against our records and data, and has determined that, to the best of our knowledge and belief, neither OMJB nor any of the firm's lawyers has any relationship or connection with the Interested Parties related to this Chapter 11 Case, or, to the best of my knowledge, with any other creditor of Genever (US). Based on a the reasonable checks, I disclose the following relationships in the interest of full disclosure:

- a. M&T Bank is a current client of OMJB in a matter unrelated to this Chapter 11 Case, as well as the personal bank of shareholder Amy Markim.
- b. Zeisler & Zeisler is a current client of OMJB in a matter unrelated to this Chapter 11 Case. In particular, Zeisler & Zeisler engaged OMJB as special insurance coverage counsel on behalf of the official committee of unsecured creditors in an unrelated chapter 11 case.
- c. The son of OMJB shareholder William O'Sullivan is an associate attorney at Updike Kelly & Spellacy.

9. In addition, I know Judge Manning personally as a former neighbor and social acquaintance, as I have had various social interactions with her in the past. I last saw Judge Manning in a social setting approximately four months ago. Before that, I do not believe I saw her or communicated with her since before 2020. I do not consider my relationship with Judge Manning to cause OMJB or me to be an interested person or to be a conflict of interest with respect to OMJB's representation of the Estate.

10. While OMJB has made a diligent effort to ascertain the identity of any connections or potential conflicts with the Interested Parties, to the extent that any additional information comes to light, I will review, disclose, and resolve any conflict or adverse interests that may appear.

11. Based on the foregoing, insofar as I have been able to ascertain based on the information currently available to me: (a) OMJB and each of its lawyers have no connection with Genever US, its creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in Genever (US) or its respective attorneys or accountants; and (b) (i) OMJB and each of its lawyers are not creditors, equity security holders, or insiders of Genever (US) or its affiliates, (ii) OMJB and each of its lawyers have not been, within two years before the Petition Date, a director, officer, or employee of Genever (US) or its affiliates, and (iii) neither OMJB nor its lawyers have any interest materially adverse to the interests of Genever (US)'s estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in Genever (US), or for any other reason. Therefore, I understand from my discussions with Genever (US) that this means OMJB is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b).

12. Genever (US) intends to comply with the U.S. Trustee's requests for information and additional disclosures set forth in Appendix B of the U.S. Trustee Guidelines (the "Larger Case Guidelines") in connection with the interim and final fee applications to be filed in the Chapter 11 Case (insofar as is consistent with the duties that OMJB owes to the court and to its professional and lay clients). To the extent necessary, OMJB requests a waiver for cause shown of any requirements not met by this Application.

13. In connection with the Larger Case Guidelines, I provide the following response on behalf of OMJB to the request for information set forth in Paragraph D.1. of the Larger Case Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Not applicable. OMJB has not previously represented Genever (US).

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Answer: Not applicable.

14. I have neither shared nor agreed to share with any other person compensation received in connection with the Engagement, except as is permitted by §504(b)(1) of the Bankruptcy Code.

15. I consent that the following language may be included in any order by the Court approving Genever (US)'s application in connection with my instruction in connection with the Engagement.

Allowance of any compensation for OMJB shall be limited to the extent of services actually performed, and expenses actually incurred, as special insurance coverage counsel instructed to act on behalf of Genever (US).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the above statements are true and correct.

Dated: August 4, 2023, at Glastonbury, Connecticut, United States

/s/ Michael T. McCormack  
Michael T. McCormack

**Schedule 1**

**Parties in Interest**

**SCHEDULE OF PARTIES IN INTEREST – IN RE KWOK**

**20 LARGEST UNSECURED CREDITORS**

PACIFIC ALLIANCE ASIA OPPORTUNITY  
GOLDEN SPRING NEW YORK  
RUI MA  
CHENG JIAN WU JIAN SHE  
NING YE  
GUO BAOSHENG  
YAN LAN & WU ZHENG  
HONG QI QU  
NAN TONG SI JIAN  
JIAN GONG  
YAN ZHAO  
YUA HUA ZHUANG SHI  
LIEHONG ZHUANG/XIAO YAN ZHU  
WEICAN MENG/BOXUN INC.  
SAMUEL NUNBERG  
LAMP CAPITAL LLC  
JUN CHEN AKA JONATHAN HO  
YUE HUA ZHU SHI  
XIONG XIAN WEI YE  
HUIZEN WANG

**DEBTOR, FAMILY MEMBERS, AND CERTAIN RELATED ENTITIES**

HO WAN KWOK (A.K.A MILES GWOK, MILES GUO AND WENGUI GUO)  
HING CH NGOK/YUE QINGZHI  
QIANG GUO  
MEI GUO/MEI GUI  
HK INTERNATIONAL FUNDS INVESTMENTS (USA) LIMITED, LLC  
BRAVO LUCK LIMITED  
GENEVER HOLDINGS CORPORATION  
GENEVER HOLDINGS LLC

**BANKRUPTCY JUDGE AND U.S. TRUSTEE PERSONNEL**

HONORABLE JULIE A. MANNING  
WILLIAM HARRINGTON  
KIM L. MCCABE  
HOLLEY CLAIBORN  
JOSEPH H. FLAMINI  
ERIN HOGAN  
STEVEN MACKKEY  
FRANK MARINO  
JENNIFER J. MOREY  
NICOLE NEELY  
SHARON WARNER  
JOHN GERVAIS

**OTHER INTERESTED PARTIES**

7 NOD HILL LLC,  
7 STAR EAST NY LLC  
AAGV LIMITED  
ABRAMS FENSTERMAN, LLP  
ACA CAPITAL GROUP LIMITED  
ACA INVESTMENT FUND  
ACA INVESTMENT MANAGEMENT LTD.  
ACASS CANADA LTD.  
ACE DECADE HOLDINGS LIMITED  
ADAM CHEN NI  
AI GROUP HOLDINGS INC.,  
AIG PROPERTY CASUALTY COMPANY  
AKERMAN LLP  
ALEX HADJICHARALAMBOUS  
ALFA GLOBAL VENTURES LIMITED  
ALFONSO GLOBAL LIMITED  
ALLIED CAPITAL GLOBAL LIMITED  
ALPINE FIDUCIARIES SA  
AMAZON WEB SERVICES LLC  
AMAZON.COM INC.  
AN HONG  
ANDREW SULNER/FORENSIC DOCUMENT EXAMINATIONS, LLC  
ANN MARIE LEE  
ANTHONY DIBATTISTA  
ANTON DEVELOPMENT LIMITED  
APPLE INC.  
APSLEY YACHTS LIMITED  
ARETHUSA FORSYTH  
ARI CASPER  
ASSETS SINO LIMITED  
AUSPICIOUS COAST LIMITED  
BAIQIAO TANG A/K/A TANG BAIQIAO  
BAKER HOSTETLER LLP  
BANK OF AMERICA  
BANK OF CHINA – NEW YORK BRANCH AND/OR BANK OF CHINA LIMITED  
BARCLAYS BANK PLC  
BEIJING BI HAI GE LIN YUAN LIN LU HUA, LTD.  
BEIJING CHENG JIAN WU JIAN SHE GROUP, LTD.  
BEIJING FU LE HONG MA JIAN ZHU ZHUANG SHI GONG CHENG, LTD.  
BEIJING PANGU INVESTMENT CO.  
BEIJING ZENITH HOLDINGS CO.  
BEIJING ZHONG XIAN WEI YE STAINLESS DECORATION CENTER  
BERKELEY ROWE  
BERNARDO ENRIQUEZ  
BINGNAN CUI  
BINGSHANG JIAO  
BLUE CAPITAL  
BNY MELLON, N.A.  
BOIES SCHILLER  
BONNIE C. MANGAN  
BOOMING SAIL NEW YORK LLC  
BOXUN INC.  
BRANCH  
BRAVO LUCK LIMITED  
BRENT PETRO INC.

BROWN HARRIS STEVENS  
BROWN RUDNICK, LLP  
BSA STRATEGIC FUND I  
BURNETTE SHUTT AND MCDANIEL PA  
CAHILL GORDON & REINDEL LLP  
CAIYAN LING  
CAPITAL ONE BANK  
CAPITAL ONE, NA  
CHAO KANG SUN  
CHAO-CHIH CHIU  
CHARMOY & CHARMOY LLC  
CHASE BANK  
CHEN XIN XIN  
CHENGLONG WANG  
CHENXI WANG  
CHI WAI KWOK  
CHIESA SHAHINIAN & GIANTOMASI PC  
CHINA GOLDEN SPRING GROUP (HONG KONG) LIMITED  
CHONG SHEN RAPHANELLA  
CHRIS LEE  
CHRISTINE CHEN  
CHRISTODOULOS G. VASSILIADES & CO. LLC  
CHUAN LING YANG  
CHUANG XIN LTD.  
CHUI KUK WU  
CHUNFENG XIA  
CHUNHUI SONG  
CI CHEN  
CINDY ZHANG  
CITIBANK  
CLARK HILL PLC  
CLAYMAN & ROSENBERG LLP  
CLAYMAN ROSENBERG KIRSHNER & LINDER LLP  
COHN BIRNBAUM & SHEA P.C.  
COLDWELL BANKER  
COMPASS, INC.  
COUNSEL PRESS INC.  
CRANE ADVISORY GROUP LLC  
CREATIVE APEX INVESTMENTS LIMITED  
CRYSTAL BREEZE INVESTMENTS LIMITED  
CUI ZHU LI  
DANIEL PODHASKIE  
DANIEL S. ALTER  
DANYU LIN  
DAVID FALLON  
DAWN STATE LIMITED  
DBS BANK LTD.  
DELTEC BANK & TRUST LIMITED  
DENG LI  
DIME COMMUNITY BANK  
DING G. WANG A/K/A DINGGANG WANG  
DING QIANG SHEN  
DONGNA FANG  
DU JIAN YI  
DWF LLP  
EASTERN PROFIT CORPORATION LIMITED

EDUARDO EURNEKIAN  
EHSAN MASUD  
ELITE WELL GLOBAL LIMITED  
ELLIOTT KWOK LEVINE & JAROSLAW LLP  
EMILE P DE NEREE  
EMPIRE GROWTH HOLDINGS  
ENGINEERING OPERATIONS AND CERTIFICATION SERVICES, LLC  
EPIQ CORPORATE RESTRUCTURING, LLC  
ERIC GOLDSMITH MD, LLC  
FAN BINGBING  
FAN JING  
FEIFEI MA  
FENG PENG RELLOS  
FENG ZHU  
FENGGUO LI  
FIONA YU  
FIRST ABU DHABI BANK  
FIRST REPUBLIC BANK  
FIRSTBANK PUERTO RICO  
FORBES HARE  
FREEDOM MEDIA VENTURES LTD  
FUNGWAN TRADING INC.  
FUNING ZHANG  
G CLUB OPERATIONS LLC  
G CLUB US OPERATIONS INC.  
G CLUB US OPERATIONS LLC  
G FASHION LLC  
G FASHION US OPERATIONS INC.  
G LIVE, LLC  
G NEWS LLC,  
G TRANSLATORS PTY LTD  
GANFER SHORE LEEDS & ZAUDERER  
GAO BINGCHEN  
GBROADCAST, LLC  
G-CLUB  
G-CLUB INVESTMENTS LIMITED  
G-EDU INC.  
GEORGE L. SU  
GETTR USA  
GFASHION MEDIA GROUP INC.  
GFNY, INC  
GINNEL ASSOCIATES, INC. (D/B/A GINNEL REAL ESTATE)  
GLENN MELLOR  
GLOBALIST INTERNATIONAL LIMITED  
GMUSIC,  
GNEWS LLC,  
GNEWS MEDIA GROUP INC.,  
GOLDFARB & HUCK ROTH RIOJAS, PLLC  
GPOSTS LLC  
GREENBERG TRAURIG, LLP  
GREENWICH LAND LLC  
G-TRANSLATORS PTY LTD  
GTV MEDIA GROUP, INC.,  
GUI LIN GAO  
GUO LIJIE  
GUO MEDIA

GUO WENOUN  
GUO WENPING  
GUOFENG WAN  
GUY PETRILLO  
HAI YAO  
HAIHONG WANG  
HAILING SHENG  
HAMILTON CAPITAL HOLDINGS INC  
HAMILTON M&A FUND SP  
HAMILTON OPPORTUNITY FUND SPC  
HAN CHUNGUANG  
HANQIANG LIN  
HAO HAIDONG  
HAO LI  
HAO ZHANG  
HAOYU WANG  
HARCUS PARKER LTD.  
HARNEY WESTWOOD AND RIEGELS LP  
HCHK PROPERTY MANAGEMENT, INC.  
HCHK TECHNOLOGIES, INC.  
HCHK TECHNOLOGIES, LLC  
HE BEI YUE HUA ZHUANG SHI GONG CHENG LTD.  
HEAD WIN GROUP LIMITED  
HELEN MANIS  
HENAN YUDA  
HERBERT SMITH FREEHILLS NEW YORK LLP  
HERO GRAND LIMITED  
HHS CAPITAL INC.  
HIBERNIA NATIONAL BANK  
HIDETOSHI FUJIWARA  
HIMALAYA EMBASSY  
HIMALAYA EXCHANGE  
HIMALAYA FEDERAL RESERVE  
HIMALAYA INTERNATIONAL CLEARING LTD.  
HIMALAYA INTERNATIONAL FINANCIAL GROUP LTD  
HIMALAYA INTERNATIONAL PAYMENTS LTD.  
HIMALAYA INTERNATIONAL RESERVES LTD.  
HIMALAYA INVESTMENT LLC  
HIMALAYA NEW WORLD INC.  
HIMALAYA SUPERVISORY ORGANIZATION  
HIMALAYA VENTURES LLC  
HING CH NGOK  
HIU LAAM HAAM  
HIU SING CHAN  
HODGSON RUSS  
HONG KONG INTERNATIONAL FUNDS INVESTMENTS LIMITED  
HONG QI QU JIAN SHE GROUP, LTD.  
HONG QIU  
HONG ZENG  
HONGWEI FU  
HONGXIA XU  
HONGXIN ASH  
HSBC  
HSBC BANK USA,  
HUA AN XIE  
HUANG YAO

HUDSON DIAMOND HOLDING INC.  
HUDSON DIAMOND HOLDING LLC  
HUDSON DIAMOND LLC  
HUDSON DIAMOND NY LLC  
HUI JIN  
HUI JIN  
HUK TRADING INC.  
INFINITE INCREASE LIMITED  
INFINITUM DEVELOPMENTS LIMITED  
INFINITY TREASURY MANAGEMENT INC.  
INSIGHT CAPITAL  
INSIGHT PHOENIX FUND  
ISRAEL DISCOUNT BANK OF NEW YORK  
IVEY, BARNUM & O'MARA LLC  
JACK S. LIPSON  
JAMES PIZZARUSO  
JANOVER LLC  
JASON MILLER  
JENNER & BLOCK LLP  
JENNIFER FANGFANG DING  
JENNIFER MERCURIO  
JESSE BROWN  
JESSICA MASTROGIOVANNI  
JIA LI WANG  
JIA YANG  
JIA YANG LI  
JIAHUI LIU  
JIAMEI LU  
JIAMING LIU  
JIAN FAN  
JIAN HUA ZHANG  
JIAN ZHONG HU  
JIANG SU PROVINCE JIAN GONG GROUP LTD BEIJING BRANCH  
JIANG YUNFU BE  
JIANHU YI  
JIANHUA ZHENG  
JIANMIN HE  
JIANSHENGXIE AND JIEFU ZHENG  
JINFENG WU  
JING GENG  
JING WU  
JINLAN YAN  
JIRONG ZHANG  
JOHN S LAU  
JONATHAN YOUNG  
JOYORD SPORTSWEAR LIMITED  
JPMORGAN CHASE BANK, N.A.  
JUMBO CENTURY LIMITED  
JUN CHEN  
JUN LIU  
JUN QIAO  
JUN YUN ZHANG  
JUNE SHI  
KAEN LIU  
KAIXIN HONG  
KAN CHAN

KARIN MAISTRELLO,  
KATHLEEN SLOANE  
KERCSMAR FELTUS & COLLINS PLLC  
KEYI ZIKLIE  
KIM THONG LEE  
KUI CHENG  
KYLE BASS  
LALIVE SA  
LAN GU  
LAN LIN  
LAO JIANG  
LAW FIRM OF CALLARI PARTNERS, LLC  
LAW OFFICE OF RICHARD E. SIGNORELLI  
LAWALL & MITCHELL, LLC  
LAZARE POTTER GIACOVAS & MOYLE  
LEADING SHINE LIMITED  
LEADING SHINE NY LTD  
LEE CHU  
LEE VARTAN  
LEONARD SCUDDER  
LEXINGTON PROPERTY AND STAFFING INC.  
LI LIU  
LI LONG  
LI TANG  
LI ZHANG  
LIANG LIU  
LIANYING SU  
LIBERTY JET MANAGEMENT  
LIEHONG ZHUANG  
LIHONG "SARA" WEI LAFRENZ  
LIHONG WEI LAFRENZ (AKA SARA WEI)  
LIN DANG  
LIN XIN  
LINDA HE CHEUNG  
LIU DONGFANG  
LOGAN CHENG (F/K/A SHUIYAN CHENG)  
LONG GATE LIMITED  
M&T BANK  
MA XINGCHAO  
MACARON LIMITED  
MACDONALD  
MANUFACTURERS AND TRADERS TRUST COMPANY (D/B/A M & T BANK)  
MAR-A-LAGO  
MARCUM LLP  
MARTHA JEFFERY  
MARY DOWDLE (A/K/A MUFFIN DOWDLE)  
MARY JIANG  
MAUNAKAI CAPITAL  
MAX FEI  
MAX KRASNER  
MAYWIND TRADING LLC  
MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP  
MEDICAL SUPPLY SYSTEM INTERNATIONAL LLC  
MEDICI BANK INTERNATIONAL LLC  
MEI KUEN KWOK  
MEIEN KIKUCHI

MEISTER SEELIG & FEIN PLLC  
MELISSA FRANCIS  
MELISSA MENDEZ  
MENGYAO HE  
MERCANTILE BANK INTERNATIONAL CORP.  
MERCANTILE GLOBAL HOLDINGS, INC.  
METROPOLITAN COMMERCIAL BANK AND/OR METROPOLITAN BANK HOLDING CORP.  
MIHO NISHIMURA  
MILES GUO  
MILES GWOK  
MIMAI NZ LIMITED  
MIN YANG  
MING WU  
MINGHUA ZHANG  
MINGRUI ZHAO  
MOA-FU  
MORITT HOCK & HAMROFF  
MORVILLO ABRAMOWITZ GRAND IASON & ANELLO PC  
MURTHA CULLINA LLP  
NADEEM AKBAR  
NATIONAL AUSTRALIA BANK LIMITED  
NEW DYNAMIC DEVELOPMENT LIMITED  
NEW FEDERAL STATE OF CHINA  
NEW TREASURE LLC  
NEW YORK MOS HIMALAYA LLC  
NEXT TYCOON INVESTMENTS LIMITED  
NOBLE FAME GLOBAL LIMITED  
NOVELTY HILL LTD.  
NRT NEW ENGLAND LLC (D/B/A COLDWELL BANKER RESIDENTIAL BROKERAGE)  
NUOXI LIU  
NYC DEPT OF FINANCE  
O'MELVENY & MYERS LLP  
O'NEAL WEBSTER  
OASIS TECH LTD  
OGIER  
OLINA CLEMENS  
OPEN BANK  
PACIFIC ALLIANCE ASIA OPPORTUNITY FUND L.P.  
PACIFIC ALLIANCE ASIA OPPORTUNITY FUND L.P.  
PALLAS PARTNER LLP  
PAUL WEISS  
PEILUN HU  
PENGCHENG ZHANG  
PETRILLO KLEIN & BOXER LLP  
PHILLIPS NIZER LLP  
PHOENIX CREW IC LIMITED  
PILLSBURY WINTHROP SHAW PITTMAN LLP  
PIXSHOW FILM INC.  
PRIME TRUST LLC  
PULLMAN & COMLEY, LLC  
QIANG CHENG  
QIANG FU  
QIN YU  
QING "SERENA" CAI  
QINGTIAN YUAN  
QIONG BIN FU

QIONGGUI YAN  
QIQHUA FAN  
QIU YU  
QIURIA LI  
QU GUOJIAO  
QUIJU JIA  
RAICH ENDE MALTER CO. LLP (AKA RAICH ENDE MALTER & COMPANY)  
RANDAZZA LEGAL GROUP, PLLC  
RBB BANCORP AND/OR ROYAL BUSINESS BANK  
REDFIN CORPORATION  
RENFENG SHI  
ROBINSON & COLE LLP  
RONG HU  
RONG JIANG  
RONG ZHANG  
RONGLIANG STARKS  
ROSCALITAR2  
ROSS HEINEMEYER  
ROY D. SIMON  
RUIZHENG AN  
RULE OF LAW FOUNDATION III  
RULE OF LAW SOCIETY IV INC  
RUQUIN WANG  
RYAN CHENGRAN ZHANG  
SAIL VICTORY LIMITED  
SAMUEL DAN NUNBERG  
SANTANDER BANK, N. A.  
SARA WEI (A/K/A LIHONG WEI LAFRENZ)  
SARACA MEDIA GROUP, INC.,  
SCHULMAN BHATTACHARYA, LLC  
SEACOAST NATIONAL BANK  
SELAS MONTBRIAL AVOCATS  
SEVEN MISSION GROUP LLC  
SHANE D SHOOK  
SHAO HONG CHIU  
SHAOBING LI  
SHAPIRO ARATO BACH LLP  
SHENGJIE FU  
SHERRY-NETHERLAND, INC.  
SHI JIA ZHUANG ZHEN YUAN JIAN ZHU AN ZHUANG GONG CHENG LTD BEJING FIRST  
SHIBIN ZHANG  
SHINY ACE INNOVATION CO LTD  
SHINY ACE LIMITED  
SHINY TIMES LTD.  
SHIPMAN, SHAIKEN & SCHWEFEL, LLC  
SHIQI WANG  
SHIYUAN ZHANG  
SHIZHONG ZHANG  
SHUANG WANG  
SHUNJUN LI  
SIGNATURE BANK  
SILVERGATE BANK  
SIRIUS NETWORKING INC.  
SONGYI CHEN  
SOTHEBY'S INTERNATIONAL REALTY  
SOTHEBY'S INTERNATIONAL REALTY AFFILIATES LLC

SPIRIT CHARTER INVESTMENT LIMITED  
SPOTIFY TECHNOLOGY S.A.  
SPOTIFY USA, INC.  
STANDARD CHARTERED BANK  
STARLING BANK LTD  
STEPHEN WONG  
STEVE BANNON,  
STEVENSON WONG  
STOKES LAWRENCE, PS  
STRATEGIC VISION LLC  
TAIXIN FU  
TAKAHASHI HIROYUKI  
TALHA ZOBAIR  
TAO AN  
TAO ZHANG  
TD BANK, N.A.  
TELI CHEN  
THE BANK OF PRINCETON  
THE CASPER FIRM  
THE FIRST BANK OF GREENWICH  
THE FRANCIS FIRM PLLC  
THE LAW OFFICES OF RAFAEL A. VARGAS  
THE SHERRY-NETHERLAND HOTEL  
THE SHERRY-NETHERLAND, INC.  
THOMAS RAGLAND  
THREE TREASURE LLC  
TIAN LIANG  
TINGYI WEI  
TM PRIMROSE LIMITED  
TONG LE INTERNATIIONAL TRADING CO., LTD.  
TROUTMAN PEPPER HAMILTON SANDERS LLP  
TROY LAW PLLC  
U.S. BANK NATIONAL ASSOCIATION  
U.S. LEGAL SUPPORT, INC.  
UBS AG  
UBS AG (LONDON BRANCH)  
UK HIMALAYA LTD.  
UNA MANYEE WILKINSON  
UNITEDLEX  
UPDIKE, KELLY & SPELLACY P.C.  
US HIMALAYA CAPITAL INC.  
US HIMALAYA LTD.  
VERDOLINO & LOWEY  
VERITEXT  
VOICE OF GUO MEDIA, INC.  
VX CERDA & ASSOCIATES  
WA&HF LLC  
WANCI JIAO  
WARD & BERRY, PLLC  
WARREN LAW GROUP  
WEI HONG XIE  
WEI SHE  
WEI ZHANG  
WEICAN ("WATSON") MENG  
WEIGUO SUN  
WEIWEI QIAN

WEIXIANG GE  
WEIYI WANG  
WELL ORIGIN LTD.  
WEN LIN  
WENCONG WANG  
WENFENG HU  
WENG  
WENHUA GONG  
WHITECROFT SHORE LIMITED  
WHITMAN BREED ABBOTT & MORGAN LLC  
WILLIAM BRADLEY WENDEL  
WILLIAM GERTZ  
WILLIAM JE (JE KIN MING)  
WILLIAMS & CONNOLLY  
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP  
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LL  
WORLD CENTURY LIMITED,  
WORLDWIDE OPPORTUNITY HOLDINGS LIMITED  
WU ZHENG  
XIA CHUNFENG  
XIANHONG ZHANG  
XIAO HUANG  
XIAO RUI WANG  
XIAO YAN ZHU  
XIAODAN WANG  
XIAOLAN ZHAO  
XIAOLI MA  
XIAOLI XU  
XIAOMEI ZHAO  
XIAOYAN BA  
XILI ZHAI  
XIN LI  
XINGYU YAN  
XINHUI LIAO  
XINRONG LI  
XIQUI ("BOB") FU  
XIULING TANG  
XUEHAI LIU  
XUN DENG  
YA LI  
YACHTZOO SARL  
YAFAN CHANG  
YAN CHUN LIU  
YAN GAO  
YAN HUANG  
YAN LIU  
YANCHENG CHEN  
YANG HAI  
YANG LAN  
YANG YANG  
YANKWITT LLP  
YANMING WANG  
YANPING WANG  
YANYUN REN  
YAZ QINGUA  
YELIANG XIA

YI LI  
YI LIN  
YI WEN  
YI ZHAO  
YI ZHOU  
YIMING ZHANG  
YING LIU  
YONG CHUN LI  
YONG ZHANG  
YONGPING YAN  
YOUTUBE, LLC  
YU XIA LI  
YUAN ZHOU  
YUE HUA ZHU SHI  
YUHONG PEI  
YUJIA WANG  
YUK MOEY MARY YAP  
YUKY YUN LIU  
YULIN YAO  
YUMEI HU  
YUNFA WANG  
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ZHIZHE "FRANK" DONG  
ZHONGYI MA  
ZHOU BAOJIN  
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ZI YE  
ZIBA LIMITED  
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