

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

	X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , ¹	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	Adv. Proceeding No. 23-05013
Plaintiff,	:	
	:	
v.	:	
	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	X	

**CHAPTER 11 TRUSTEE’S OBJECTION TO MOTION FOR EXTENSION OF TIME
TO PLEAD AND CROSS-MOTION FOR ENTRY OF DEFAULT PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 55(a) AND FEDERAL RULE OF
BANKRUPTCY PROCEDURE 7055**

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. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

Plaintiff Luc A. Despins, in his capacity as the chapter 11 trustee (the “Trustee”) for the estate of Ho Wan Kwok (the “Debtor”), individual debtor in the above-captioned jointly administered cases (collectively, the “Chapter 11 Cases”), pursuant to Rule 7(b) of the Local Rules of Civil Procedure for the District of Connecticut (the “Local Civil Rules”), hereby respectfully objects (the “Objection”) to the *Motion for Extension of Time to Plead* [Adv. Proc. ECF No. 107] (the “Extension Motion”) filed August 28, 2023 by defendants HCHK Technologies, Inc., HCHK Property Management, Inc., Lexington Property and Staffing, Inc., and Holy City Hong Kong Ventures (“Holy City”) (collectively, the “Moving Defendants”); and the Trustee cross-moves (the “Cross-Motion”), pursuant to Rule 55(a) of the Federal Rules of Civil Procedure (the “Civil Rules”), made applicable to this proceeding by Rule 7055 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 7055-1 of the Local Rules of Bankruptcy Procedure for the District of Connecticut (the “Local Bankruptcy Rules”), for the Court to direct the clerk to enter default against the Moving Defendants and defendants Anthony DiBattista, Yvette Wang, and Brian Hofmeister (in his capacity as assignee) (collectively, the “Defendants”). In support of the Cross-Motion, the Trustee attaches hereto as **Exhibit A** the *Declaration of Patrick R. Linsey in Support of Cross-Motion for Entry of Default* and as **Exhibit B** a proposed form of entry of default. Further to the Trustee’s Objection and Cross-Motion, the Trustee respectfully states the following:

BRIEF FACTS

1. On April 20, 2023, defendants HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property and Staffing, Inc. (collectively, the “HCHK Defendants”) each executed a Deed of Assignment for the Benefit of Creditors (collectively, the

“Deeds of Assignment”).² By these Deeds of Assignment (and as more specifically set forth therein), the HCHK Defendants each assigned to defendant Brian Hofmeister (in his capacity as assignee) (the “Assignee Defendant”):

all property and assets of [the respective HCHK Defendant], whatsoever and wheresoever situated, which now are, or ever have been, used in connection with the operation of Assignor’s business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, intellectual property, general intangibles, patents, insurance premium and/or policy refunds, copyrights, trade names, trademarks, franchises, services marks, **and causes of action**.

(Deeds of Assignment at ¶ 1 (emphasis added).) The Deeds of Assignment provided that title to the property and assets so assigned were to vest with the Assignee Defendant “immediately.” (*Id.*)

2. Further pursuant to the Deeds of Assignment, the Assignee Defendant’s duties expressly include the authority to “settle any and all claims against or in favor of [the HCHK Defendants], with the full power to compromise, or, in [the Assignee Defendant’s] sole discretion, to **sue or be sued**, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor” of the HCHK Defendants. (*Id.* at ¶ 4(f) (emphasis added).)

3. On June 8, 2023, the Trustee commenced the above-captioned adversary proceeding (the “Adversary Proceeding”) by filing an adversary complaint [Adv. ECF No. 1] (the “Complaint”) against the Defendants. The Complaint asserts causes of action pursuant to sections 105, 362, 363, 541, 542, 544, and 549 of Title 11 of the United States Code (the “Bankruptcy Code”) seeking (I) declaratory judgment that the HCHK Defendants are (a) alter egos of the Debtor;

² True and accurate copies of the Deeds of Assignment are attached to the Complaint (as hereinafter defined) as part of Exhibits 13, 17, and 18. For convenience, they are further attached to this Objection and Cross-Motion as **Exhibits C-1, C-2, and C-3**.

or (b), in the alternative, an order that the Debtor equitably owns the HCHK Defendants and/or their property; and (II) injunctive relief.

4. Likewise, on June 8, 2023, the Trustee filed his *Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction* [Adv. Proc. ECF No. 4] (the “TRO/PI Motion”).³

5. On June 12, 2023, the Court entered its *Order Granting in Part Emergency Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction* [Adv. Proc. ECF No. 18] (the “TRO”). That same day, the Trustee caused the TRO to be served on the Defendants, as set forth in the Trustee’s *Certificate of Service Regarding Temporary Restraining Order, Summons, and Adversary Complaint* [Adv. Proc. ECF No. 23] (the “Certificate of Service”).

6. On June 14, 2023, the Clerk of the Court issued a *Summons and Notice of Pretrial Conference in an Adversary Proceeding* [Adv. ECF No. 20] (the “Summons”).

7. On June 15, 2023, the Trustee caused the Summons and Complaint to be served on all Defendants. (*See* Certificate of Service; Linsey Declaration at ¶ 10.)

8. Pursuant to the Summons, the answer deadline was July 14, 2023.

9. On July 13, 2023, the Trustee filed a *Motion for Order Setting Deadline for Holy City Hong Kong Ventures, Ltd. to File Answer or Otherwise Respond to Chapter 11 Trustee's Complaint* [Adv. ECF No. 56].

10. On July 24, 2023, the Court granted the Trustee’s motion, setting an answer deadline of August 25, 2023 for Holy City [Adv. ECF No. 63].

11. On August 25, 2022, Attorney John T. Shaban (“Attorney Shaban”) filed a notice of appearance as counsel to the Moving Defendants. That day, Attorney Shaban’s office contacted

³ The Complaint, the TRO/PI Motion, and the other initial filings in the above-captioned adversary proceeding (the “Adversary Proceeding”) were initially filed under seal, which seal was lifted (except as to certain designated items) on June 14, 2023 at 2:15 p.m. [Adv. Proc. ECF No. 17].

the Trustee to request an extension of time to plead. No explanation was given for the request, which was made more than two months after the Trustee served the Summons and Complaint and six weeks after the HCHK Defendants' deadline to plead had lapsed. The Trustee did not consent.

12. On August 28, 2023, after the deadline to plead had also lapsed for Holy City, the Moving Defendants filed their Extension Motion. The Extension Motion fails to set forth good cause to extend the Moving Defendants' deadline to respond to the Complaint. Hence this Objection and Cross-Motion.

OBJECTION TO THE MOTION FOR EXTENSION OF TIME

13. The Extension Motion should be denied, because it fails to show good cause to extend the Moving Defendants' time to plead and also because the Moving Defendants lack standing to be heard in this Adversary Proceeding.

14. "In this District, Local Civil Rule 7(b) sets forth the standard to grant a motion for extension of time." *Hui Wang v. Omni Hotels Mgmt. Corp.*, 607 F. Supp. 3d 219, 222 (D. Conn. 2022); *see also* Local R. Bankr. P. 7007-1 (applying Local Civil Rule 7 to adversary proceedings).⁴ Local Civil Rule 7(b) provides that motions for extension of time "will not be granted except for good cause. The good cause standard requires a particularized showing that the time limitation in question cannot reasonably be met despite the diligence of the party seeking the extension."

15. Local Civil Rule 7(b) further requires that all motions for extension of time shall be filed at least three (3) business days before the deadline sought to be extended, except in cases in which compelling circumstances warranting an extension arise during the three days before the deadline. Any motion for extension of time filed fewer than three business days before the deadline sought to be

⁴ Civil Rule 6(b)(1)(B) provides that extensions of time may be granted if a party "failed to act because of excusable neglect," but irrespective of excusable neglect—which the Moving Defendants have not alleged, much less demonstrated—this rule likewise requires a showing of "good cause," *see* Fed. R. Civ. P. 6(b)(1).

extended shall, in addition to satisfying all other requirements of this Rule, set forth reasons why the motion was not filed at least three business days before the deadline in question.

16. In considering a motion for extension of time, a trial judge “has broad discretion. As the Second Circuit has noted, the trial judge is closest to the parties and the facts, and we are very reluctant to interfere with [trial] judges’ management of their very busy dockets.” *Hui Wang*, 607 F. Supp. 3d at 222 (cleaned up) (citing *Whiting v. Lacara*, 187 F.3d 317, 320 (2d Cir. 1999)); *see also Sakon v. A&F Main St. Assocs., LLC*, Nos. 3:20-cv-00353, 3:20-cv-00808, 2021 WL 165014, 2021 U.S. Dist. LEXIS 9351, *9-10 (D. Conn. Jan. 19, 2021) (affirming bankruptcy court’s denial of motion for extension of time, because bankruptcy court acted within its discretion).

17. The Extension Motion fails to demonstrate good cause. The Moving Defendants do not assert that they could not reasonably have met their deadline to plead, and thus they do not come close to satisfying the particularized showing required by Local Civil Rule 7(b). The only specific grounds asserted for the extension are that one of the four Moving Defendants, *i.e.*, Holy City, has allegedly been re-staffing its management team and that Attorney Shaban was “recently” retained by the Moving Defendants.

18. Notably, the Moving Defendants do not deny that they were served with the Summons and Complaint ***two and a half months ago***. Nor do they deny that they had notice of this Adversary Proceeding. It is thus plain that the Moving Defendants had more than sufficient time to appear and respond to the Complaint.

19. Moreover, the representation that the Moving Defendants’ counsel “has only recently been retained” likewise does not create grounds to extend the pleading deadline. If the Moving Defendants chose to delay in engaging counsel, they should bear the consequences of that

decision. Moreover, the Extension Motion makes no effort to define “recently” such that the Trustee and the Court are left to wonder when the Moving Defendants first contacted counsel and how long their counsel has known about this Adversary Proceeding. Attorney Shaban should be prepared to provide this information at the hearing scheduled on the Extension Motion.

20. Any claim of “good cause” is further undermined by the fact that the Moving Defendants lack standing to assert any rights in this Adversary Proceeding. Pursuant to the Deeds of Assignment, the HCHK Defendants assigned their rights to the Assignee Defendant, whose express authority includes the exclusive right, in his “sole discretion, to sue or be sued, and to prosecute or defend any claim or claims ...” (*See* Deeds of Trust at ¶¶ 1, 4(f).) While the HCHK Defendants are defendants in the Adversary Proceeding, they are named only nominally in their capacity as assignors of their rights to the Assignee Defendant. Similarly, the Complaint names Holy City as a nominal defendant based solely on its ownership of the HCHK Defendants, and thus Holy City’s rights (if any) are entirely derivative of those of the HCHK Defendants.

21. The Trustee has consulted with counsel for the Assignee Defendant and understands that the Assignee Defendant has not authorized the actions taken by Attorney Shaban purportedly on behalf of the Moving Defendants. Moreover, pursuant to the *Order Approving, Pursuant to Bankruptcy Rule 9019, Chapter 11 Trustee’s Settlement with Assignee of HCHK Entities Under New York Court Assignment Proceedings* [Adv. Proc. ECF No. 70], the Assignee Defendant has agreed “not to oppose, or assist any party opposing, the relief sought in the Adversary Proceeding” by the Trustee. This reality lays bare that the purpose of the Moving Defendants is not to protect their rights—which now belong to the Assignee Defendant—but rather to sow confusion and cause further delay all for the benefit of the Debtor and his associates.

Nothing could be further from “good cause” to seek an accommodation for the Moving Defendants’ unjustified delay.

CROSS-MOTION FOR ENTRY OF DEFAULT

22. Upon denial of the Extension Motion, the Court should direct the clerk to enter default against all of the Defendants (including the Moving Defendants). *See* Local Bankr. R. 7055-1(a). The time limit for responding to the Complaint has passed for all Defendants as set forth in the Linsey Declaration. A proposed form of entry of default is attached as Exhibit B.

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WHEREFORE, the Court should deny the Extension Motion, grant the Cross-Motion, and grant such other and further relief as is just and proper.

Dated: September 1, 2023
New Haven, CT

LUC A. DESPINS, CHAPTER 11 TRUSTEE

By: /s/ Patrick R. Linsey

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Counsel for the Chapter 11 Trustee

EXHIBIT A

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

	X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , ¹	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	Adv. Proceeding No. 23-05013
Plaintiff,	:	
v.	:	
	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	X	

**DECLARATION OF PATRICK R. LINSEY IN SUPPORT OF CHAPTER 11
TRUSTEE'S CROSS MOTION FOR ENTRY OF DEFAULT PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE 55(a) AND FEDERAL
RULE OF BANKRUPTCY PROCEDURE 7055**

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. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

I, Patrick R. Linsey, declare:

1. I am a partner at the law firm of Neubert, Pepe & Monteith, P.C., 195 Church Street, 13th Floor, New Haven, Connecticut 06510 and counsel for Luc A. Despins, in his capacity as the chapter 11 trustee (the “Trustee”) for the estate of Ho Wan Kwok (the “Debtor”), individual debtor in the above-captioned jointly administered cases (collectively, the “Chapter 11 Cases”).

2. I respectfully submit this declaration based upon personal knowledge and my review of relevant documents in support of the Trustee’s request for entry of default by the Clerk of the Bankruptcy Court for the District of Connecticut (the “Clerk of the Court”) in the above-captioned adversary proceeding, in accordance with Rule 7055 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rule 7055-1 of the Local Rules of Bankruptcy Procedure for the District of Connecticut, against defendants HCHK Technologies, Inc., HCHK Property Management, Inc., Lexington Property and Staffing, Inc., Holy City Hong Kong Ventures, Ltd., Anthony DiBattista, Yvette Wang, and Brian Hofmeister (in his capacity as assignee) (collectively, the “Defendants”).

3. On June 8, 2023, the Trustee commenced this adversary proceeding by filing an adversary complaint [Adv. ECF No. 1] (the “Complaint”) against the Defendants. A copy of the Complaint is annexed to this declaration as **Exhibit 1**.²

4. On June 14, 2023, the Clerk of the Court issued a *Summons and Notice of Pretrial Conference in an Adversary Proceeding* [Adv. ECF No. 20] (the “Summons”). A copy of the Summons is annexed to this declaration as **Exhibit 2**.

5. On June 15, 2023, the Summons and Complaint were served on all Defendants by first-class mail and by UPS overnight at their last known addresses. In addition, on June 15, 2023,

² In light of their size, the exhibits to this Declaration are included under this docket entry as separate attachments.

HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property and Staffing, Inc., were served with the Summons and Complaint via personal service on their agents for service of process. Further, on June 15, 2023, counsel for the Trustee in the British Virgin Islands, Harney Westwood & Riegels LP, caused defendant Holy City Hong Kong Ventures, Ltd., to be served with these documents by personal service on its registered agent: Intershore Chambers, P.O. Box 4342, Road Town, Tortola, British Virgin Islands VG1110. The foregoing is memorialized in the Trustee's Certificate of Service Regarding Temporary Restraining Order, Summons, and Adversary Complaint [Adv. ECF No. 23] (the "Certificate of Service"). A copy of the Certificate of Service is annexed to this declaration as **Exhibit 3**.

6. Pursuant to the Summons, the answer deadline was July 14, 2023.

7. On July 13, 2023, the Trustee filed a *Motion for Order Setting Deadline for Holy City Hong Kong Ventures, Ltd. to File Answer or Otherwise Respond to Chapter 11 Trustee's Complaint* [Adv. ECF No. 56].

8. On July 24, 2023, the Court granted the Trustee's motion, setting an answer deadline of August 25, 2023 for Defendant Holy City Hong Kong Ventures, Ltd. [Adv. ECF No. 63].

9. The Defendants have not responded to the Complaint (except that HCHK Technologies, Inc., HCHK Property Management, Inc., Lexington Property and Staffing, Inc., and Holy City Hong Kong Ventures have moved for an extension of time to respond to the Complaint, which the Trustee has opposed) or otherwise defended this adversary proceeding.

Dated: September 1, 2023
New Haven, CT

/s/ Patrick R. Linsey
Patrick R. Linsey, Esq.
NEUBERT, PEPE & MONTEITH, P.C.

EXHIBIT 1

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

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In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , ¹	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
LUC A. DESPINS, CHAPTER 11 TRUSTEE,	:	
	:	
Plaintiff,	:	Adv. Proceeding No. [_____]
	:	
v.	:	
	:	
	:	June 8, 2023
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	X	

**COMPLAINT OF CHAPTER 11 TRUSTEE FOR ESTATE OF
HO WAN KWOK PURSUANT TO SECTIONS 105, 362, 363, 541, 542, 544, AND 549 OF
THE BANKRUPTCY CODE SEEKING (I) DECLARATORY JUDGMENT THAT
HCHK TECHNOLOGIES, INC., HCHK PROPERTY MANAGEMENT, INC., AND
LEXINGTON PROPERTY AND STAFFING, INC. ARE (A) ALTER EGOS OF
DEBTOR; OR, (B) IN THE ALTERNATIVE, AN ORDER THAT DEBTOR
EQUITABLY OWNS SUCH ENTITIES AND/OR THEIR PROPERTY; AND (II)
INJUNCTIVE RELIEF**

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).

Luc A. Despins, in his capacity as the chapter 11 trustee (the “Trustee”) appointed in the chapter 11 case (the “Chapter 11 Case”) of Ho Wan Kwok (the “Debtor” or “Kwok”), files this adversary complaint (the “Complaint”) against defendants: (a) HCHK Technologies, Inc. (“HCHK Technologies”); (b) HCHK Property Management, Inc. (“HCHK Property”); (c) Lexington Property and Staffing, Inc. (“Lexington Property,” and, together with HCHK Technologies and HCHK Property, the “HCHK Entities”); (d) Holy City Hong Kong Ventures, Ltd. (“Holy City”); (e) Yvette Wang; (f) Anthony DiBattista; and (g) Brian Hofmeister, in his capacity as assignee of the HCHK Entities (the “Assignee Defendant,”² and, together with the HCHK Entities, Holy City, Yvette Wang, and Anthony DiBattista, the “Defendants”). In support of this Complaint, the Trustee states as follows:

NATURE OF ACTION

1. The Trustee files this Complaint and his accompanying motion for a temporary restraining order and preliminary injunction to bring valuable assets into the chapter 11 estate and to urgently prevent those assets from being dissipated to the detriment of the Debtor’s creditors. As this Court well knows, the Debtor has a history of using shell companies, family members, and close associates to help keep his assets outside the reach of his creditors, such as when he used Hong Kong International Investments (USA) Limited (“HK USA”), nominally owned by his daughter, to create the fiction that his *Lady May* yacht and approximately \$33 million in escrow funds were not property of this estate. The Court rightfully ignored that fiction in granting summary judgment for the Trustee on his alter ego claim against HK USA.

² The Trustee, as of the time of the filing this Complaint, has no information regarding the Assignee Defendant’s actual knowledge or lack of actual knowledge of the facts alleged in this Complaint. However, the relief sought in this complaint is amply justified, regardless of such actual knowledge by the Assignee Defendant.

2. The Debtor and his associates are deploying the same tactics with the HCHK Entities, using them to hold over \$35 million in cash that should be property of the estate. The HCHK Entities are nominally owned by Yvette Wang, the Debtor's close associate and co-defendant in the U.S. Government's billion-dollar criminal fraud and money-laundering case. The reality, however, is that Ms. Wang takes direction from the Debtor, and the HCHK Entities, just like HK USA and numerous of the Debtor's other shell companies before them, are mere extensions of the Debtor himself, designed to conduct his business and keep his valuable assets from creditors.

3. While the Debtor's use of the HCHK Entities as mere alter egos is nothing new, the circumstances at issue are even more troubling than they have been in the past because the Debtor and his associates are *presently engaged in a scheme to transfer the HCHK Entities' valuable assets to other shell companies of the Debtor*. Specifically, on April 20, 2023, the Debtor's employees nominally in management positions at the HCHK Entities, executed Deeds of Assignment with respect to each of the HCHK Entities purporting to assign all of their assets to the Assignee Defendant. The Assignee Defendant then filed an affidavit and petition with respect to each of the HCHK Entities (each, an "Assignee Affidavit" and, together, the "Assignee Affidavits") in the Supreme Court of the State of New York for New York County (the "State Court"). The Assignee Affidavits requested the commencement of an assignment for the benefit of creditors proceeding under the Debtor Creditor Law of New York (each, an "Assignment Proceeding," and, together, the "Assignment Proceedings"). The documents filed with the Assignee Affidavits include schedules of the purported creditors of the HCHK Entities listing entities associated with the Debtor such as ACA Capital, Golden Spring, and Saraca Media (each defined below), as well as unnamed individuals who, upon information and belief,

are associates or relatives of the Debtor.³ The Assignee Affidavits and related documents were sent to the Trustee on May 30, 2023, accompanied, with respect to the Assignment Proceedings for HCHK Technologies and Lexington Property, by orders to show cause why orders commencing the Assignment Proceedings should not be entered, with response dates of **June 15, 2023** for HCHK Technologies, and **June 21, 2023** for Lexington Property. On June 5, 2023, the Trustee was sent an order to show cause why an order commencing the Assignment Proceeding of HCHK Property should not be entered, with a response date of **June 27, 2023**. These are proceedings in which the Debtor and persons he controls are attempting to create their own version of a chapter 11 case without the supervision and involvement of the Trustee and the Court.

4. Abundant evidence demonstrates that the HCHK Entities are alter egos of or equitably owned by the Debtor⁴ and, thus, the Assignment Proceedings are clear attempts to divert the HCHK Entities' valuable assets from this chapter 11 estate. At all relevant times, the HCHK Entities (a) were nominally owned and staffed by the Debtor's employees; (b) were affiliates of the Debtor's "G-Series" entities, such as Gettr, GTV, GClubs, GFashion, and GMusic (the "G-Series Entities"), which this Court has already found to be controlled by or to serve as business vehicles for the Debtor;⁵ (c) paid the Debtor's expenses, including with respect to the *Lady May* and the Debtor's Bombardier jet (which Mei Guo testified was sold in the summer of 2022); and (d) were funded by the Debtor through associates, controlled entities, and

³ In other words, the Assignee Defendant, who was assigned the assets of the HCHK Entities "on behalf of creditors," has ostensibly been assigned the assets of the HCHK Entities "on behalf of" a collection of the Debtor's associates and controlled entities.

⁴ The Trustee's equitable ownership claims encompass equitable ownership of the HCHK Entities (i.e., the shares representing the ownership interests in such entities) and/or the assets of the HCHK Entities.

⁵ The Court also found that: "The G in GSeries stands for Guo." *Corrected Memorandum of Decision Granting in Part Motion for Preliminary Injunction* ¶ 3 (Adv. Proc. No. 22-05032, Jan. 13, 2023) [Docket No. 133] (the "PI Decision").

representatives. The U.S. Government, as part of its criminal prosecution of the Debtor and Yvette Wang, has similarly asserted that the Debtor controls HCHK Technologies and HCHK Property. The Debtor, for his part, has not disagreed, as he invoked the Fifth Amendment at his deposition when asked about his control and ownership of HCHK Technologies and HCHK Property.⁶

5. The Trustee seeks in this Complaint an order, pursuant to sections 541, 542, and 544 of the Bankruptcy Code, that the HCHK Entities are alter egos of the Debtor and/or equitably owned by him, and an order, pursuant to sections 105, 362, 363, and 549 of the Bankruptcy Code, enjoining the Defendants and any party acting in concert with them from commencing or continuing the Assignment Proceedings, and enjoining any transfer or use of the assets, including cash, of the HCHK Entities, except as authorized by the Trustee or this Court. The requested injunction is warranted because the Assignment Proceedings will have an immediate adverse consequence for the Debtor's estate by effectively permitting the continued violation of the automatic stay so that the HCHK Entities and the Defendants may engage in parallel proceedings that are both duplicative of and decidedly inferior to this Chapter 11 Case. Allowing the Assignment Proceedings to continue will also encourage the Debtor to commence new assignment proceedings with his other alter ego entities as a strategy to bypass the scrutiny of the Trustee and this Court.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §1334(b).

⁶ In his sworn declaration dated May 11, 2023, the Debtor invoked the Fifth Amendment when asked to state that he had control over Yvette Wang. *Debtor's Sworn Declaration Regarding Responses to Particular Questions*, ¶ 46 (invoking the Fifth Amendment in response to question regarding his control over numerous other entities and individuals), attached hereto as Ex. 1.

7. This adversary proceeding has been referred to this Court pursuant to 28 U.S.C. §157(a).

THE PARTIES

8. The Trustee is the chapter 11 trustee in the Chapter 11 Case pursuant to the Court's order entered on July 8, 2022 [Main Case Docket No. 523].

9. HCHK Technologies is a Delaware corporation.

10. HCHK Property is a Delaware corporation.

11. Lexington Property is a Delaware corporation.

12. Holy City is a British Virgin Islands corporation that nominally owns a 99.9999% equity interest in each of the HCHK Entities. Holy City is nominally owned 100% by Yvette Wang.

13. Yvette Wang is an individual who is the nominal 100% owner of Holy City.

14. Anthony DiBattista is an individual who nominally owns a 0.0001% equity interest in each of the HCHK Entities.

15. The Assignee Defendant is the managing partner of the law firm of Brian W. Hofmeister, LLC. The Assignee Defendant is assignee in connection with a Deed of Assignment for the Benefit of Creditors executed by a purported representative of each of the HCHK Entities on April 20, 2023 and purporting to transfer all assets of each of the HCHK Entities to the Assignee Defendant.

FACTS

I. Background: Debtor's Prolific Use of Shell Companies

16. 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 recent arrest by the FBI—live a life of luxury.

17. Among other examples, shell companies purportedly owned by the Debtor’s son (specifically, Lamp Capital LLC and Golden Spring (New York) Ltd.) have paid the Debtor’s living expenses and legal fees; a shell company purportedly owned by his daughter Mei Guo (HK USA), recently ruled by this Court to be the Debtor’s alter ego,⁷ has held title to the Debtor’s yacht, which this Court and Justice Ostrager had previously ruled was the Debtor’s property despite its nominal ownership by HK USA;⁸ and another shell company purportedly owned by the Debtor’s wife (Greenwich Land LLC) holds title to the Debtor’s Connecticut residence.⁹ The Debtor also claims that his apartment at the Sherry Netherland Hotel is held in trust for the benefit of yet another shell company (Bravo Luck Limited) purportedly owned by his son.¹⁰ Similarly, the Debtor has used Anton Development Limited and Whitecroft Short

⁷ *Memorandum of Decision and Order Granting Motion for Partial Summary Judgment on Second Counterclaim*, at 35 (Adv. Proc. No. 22-05003, May 18, 2023) [Docket No. 221] (“HK USA is the alter ego of the Individual Debtor.”).

⁸ *Supplemental Memorandum of Decision in Support of Oral Ruling Granting Motion for Partial Summary Judgment*, at 31 (Adv. Proc. No. 22005003, Mar. 30, 2023) [Docket No. 177] (“the issue of Individual Debtor’s beneficial ownership and control of the Lady is decisive as to the First Counterclaim and the identical issue was necessarily decided by Justice Ostrager in the Final Contempt Decision, which found by clear and convincing evidence that the Individual Debtor beneficially owned and controlled the Lady May”).

⁹ The Trustee has sought an alter ego judgment against this entity in adversary proceeding 23-05005, in connection with which the Court entered a prejudgment remedy and temporary restraining order against Greenwich Land LLC and the Debtor’s wife. *See Order Granting in Part Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction* (Adv. Proc. No. 23-05005, Mar. 28, 2023) [Docket No. 14]; *Order Granting Chapter 11 Trustee’s Amended Application for Ex Parte Prejudgment Remedy* (Adv. Proc. No. 23-05005, Mar. 28, 2023) [Docket No. 15].

¹⁰ The Trustee has challenged Bravo Luck Limited’s asserted interest in the Sherry Netherland apartment in his *Amended Adversary Complaint Against Bravo Luck and Qiang Guo Seeking (I) Invalidity of Purported Trust Agreement in Favor of Bravo Luck and, (II) in Alternative, Ruling that Debtor Effectuated Fraudulent Transfer in Favor of Bravo Luck and Qiang Guo Pursuant to Section 276 of New York Debtor and Creditor Law, Made Applicable by Section 544 of Bankruptcy Code* (Adv. Proc. No. 22-05027, Feb. 28, 2023) [Docket No. 40], in connection with which the Debtor’s son, Qiang Guo, has defaulted. *Motion of Chapter 11 Trustee for Estate of Ho Wan Kwok for Entry of Default Judgment against Qiang Guo* (Adv. Proc. No. 22-05027, June 2, 2023) [Docket No. 93].

Limited, entities purportedly owned by the Debtor’s daughter, to hold title to the Debtor’s private Bombardier aircraft (which Mei Guo testified was sold in the summer of 2022).¹¹

18. Previously, Judge Liman of the United States District Court for the Southern District of New York found, in a 2021 decision, that Eastern Profit Corporation Limited, another company purportedly held by the Debtor’s daughter, was “in essence, a shell corporation” for the Debtor.¹² Eastern Profit Corporation Limited was one of numerous purportedly independent entities whose financial accounts were identified by a 2018 Hong Kong court order to be “subject to the effective control” of the Debtor.¹³

19. Relatedly, a confidential witness declaration filed by the Trustee under seal at Docket No. 1327 (the “Confidential Witness Declaration”) and incorporated by reference as an exhibit in support of this Complaint, establishes, among other things [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. Most importantly, this Court has issued rulings that entities and individuals at issue in this adversary proceeding are under the Debtor’s control. Specifically, this Court found that numerous purportedly independent entities and organizations involved in the Debtor’s recent social media and protest campaign, including G-Series Entities Gettr, GFashion, GMusic,

¹¹ *Complaint of Chapter 11 Trustee for Estate of Ho Wan Kwok for (I) Declaratory Judgment, Pursuant to Sections 541, 542, and 544 of the Bankruptcy Code and Bankruptcy Rule 7001, that Property Held by Mei Guo is Property of Estate and (II) Related Relief* (Adv. Proc. No. 23-05008, May 16, 2023) [Docket No. 1].

¹² *Eastern Profit Corp. Ltd. v. Strategic Vision US LLC*, No. 18-CV-2185 (LJL), 2021 WL 2554631, at *1 (S.D.N.Y. June 22, 2021).

¹³ Ex. 2, Hong Kong Restraint Order, at 7-18.

GClubs, GNews, and GEdu,¹⁴ were controlled by the Debtor,¹⁵ led by the Debtor,¹⁶ and/or served “the purposes of . . . and as business vehicles of” the Debtor.¹⁷

21. This Court separately found, in its order holding the Debtor in contempt for violating the Court’s corporate governance order, that the Debtor was the beneficial owner of Ace Decade Limited (and, through it, Dawn State Limited), and that the Debtor controlled and employed Ace Decade Limited’s nominee owner, Yvette Wang.¹⁸ The Trustee has since learned that Yvette Wang, while the Ace Decade proceedings were ongoing (but after the Court found, on November 17, 2022, that the Debtor exclusively beneficially owned and controlled Ace Decade as of the February 15, 2022 petition date¹⁹), transferred the stock of Ace Decade that she nominally owned to an individual located in Switzerland (who, upon information and belief, is another associate of the Debtor).

II. HCHK Entities Are Alter Egos of or Equitably Owned by Debtor

A. HCHK Entities Nominally Owned and Staffed by Debtor’s Employees

22. Each of the HCHK Entities has the exact same ownership structure, which points directly to their control by the Debtor. Each HCHK Entity is directly owned 99.9999% by Holy City and 0.0001% by a long-time employee of the Debtor, Anthony DiBattista, who is also

¹⁴ PI Decision ¶ 2 (“The GSeries includes the following entities: Himalaya Exchange, Gettr, GFashion, GMusic, GClubs, GNews, and GEdu.”).

¹⁵ PI Decision ¶ 3 (“The Debtor also controls Saraca Media Group and a related entity ‘GTV’”).

¹⁶ *Id.* ¶ 7 (“The Debtor is the leader of The Whistleblower Movement, NFSC, ROLF, and Himalaya.”).

¹⁷ *Id.* (“The Whistleblower Movement, NFSC, ROLF, GSeries, and Himalaya serve the purposes of the Debtor, serve as business vehicles for the Debtor, and their members are personally loyal to the Debtor.”).

¹⁸ *Order Granting Motion to Hold Debtor in Contempt of Corporate Governance Order* ¶¶ 1, 4 (Jan. 24, 2023) [Main Case Docket No. 1372] (the “Corp. Governance Contempt Order”).

¹⁹ *See Order Regarding Partial Resolution of Trustee’s Contempt Motion* ¶ 1 (Nov. 17, 2022) [Main Case Docket No. 1110].

director and president of HCHK Property and Lexington Property. Holy City is 100% owned by the Debtor's assistant, Yvette Wang.²⁰

23. 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, including directing her to act on his behalf to purchase properties such as the Sherry-Netherland apartment.”²¹ Ms. Wang has served the Debtor in numerous other roles, including as an officer and/or authorized signatory of Golden Spring, Hudson Diamond Holding LLC, Hudson Diamond NY LLC, Leading Shine NY Limited, Saraca Media Group, Inc., GTV Media Group, Inc., and Genever Holdings LLC.²² The Trustee in his investigation has learned that Ms. Wang was widely known to be the Debtor's personal assistant. When asked at his deposition whether Ms. Wang was his employee, the Debtor asserted his Fifth Amendment right against self-incrimination.²³

24. On March 15, 2023, Ms. Wang was arrested in connection with charges that she had, among other things, conspired with the Debtor in connection with his criminal fraud and

²⁰ Lan Mu (Ya Li), a purported director of Holy City who signed the Written Consent of Shareholders authorizing the Assignment for the Benefit of Creditors of HCHK Technologies is, upon information and belief, a close associate of the Debtor. It is not clear at what point Lan Mu (Ya Li) became a director of Holy City given the U.S. Government's allegation that Yvette Wang was the sole director of Holy City. *See* Ex. 3, Letter, at 4 n.2, *United States v. Kwok*, No. 1:23-cr-00118-AT (S.D.N.Y. Mar. 29, 2023) [Docket No. 10] (the “Kwok Criminal Case Letter”). (“The defendant is listed as the sole director of Holy City Hong Kong Ventures Ltd., and she signed various HCHK corporate documents, including shareholder resolutions, in that capacity on behalf of Holy City Hong Kong Ventures Ltd.”).

²¹ Corp. Governance Contempt Order ¶ 4.

²² Ex. 4, Affidavit of Yan Ping Wang ¶ 1, *PAX v. Kwok*, Index No. 652077/2017 (N.Y. Sup. Ct. May 15, 2018) [Docket No. 182] (“I am the President of Golden Spring (New York) Ltd., and in that capacity serve as an administrator for the interests of [the Debtor] and his family.”); Ex. 5, Hudson Diamond Holding LLC, Consent of Sole Member Without a Meeting, dated July 17, 2019 (rendering Ms. Wang signatory) (HR0010121); Ex. 6, Hudson Diamond Holding LLC, Consent of Sole Member Without a Meeting, (HR0020577); Ex. 7, Hudson Diamond NY LLC, Consent of Sole Member Without a Meeting, (HR0039240); Ex. 8, [REDACTED]; Ex. 9, Himalaya Coin Certificate of Assumed Name, dated March 14, 2020; Ex. 10, Himalaya Dollar Certificate of Assumed Name, dated March 14, 2020; Ex. 11, Complaint ¶ 9a, *United States v. Wang*, No. 1:23-mj-02007-UA (S.D.N.Y. Mar. 10, 2023) [Docket No. 1] (“Wang was an Executive Director of GTV”); *Debtor's Declaration Pursuant to Local Bankruptcy Rule 1007-2* ¶ 1, (Case No. 22-50592, Oct. 12, 2020) [Docket No. 1].

²³ Ex. 12, Kwok Dep. Tr. at 33:11-13 (Mar. 2, 2023).

money-laundering activities. According to the U.S. Government, Ms. Wang played an “instrumental role” in the Debtor’s fraud scheme as his “trusted chief of staff who is tasked with managing operations at even those entities with which she has no formal affiliation.”²⁴

25. Anthony DiBattista is also a long-standing employee of the Debtor, serving in various roles at different Debtor-controlled companies. Mr. DiBattista was employed at Golden Spring, and has served the Debtor as a corporate officer of GTV,²⁵ GFashion,²⁶ and GClubs.²⁷ When the Debtor was asked at his deposition whether Mr. DiBattista was his employee, the Debtor asserted his Fifth Amendment right against self-incrimination.²⁸

26. In addition to Mr. DiBattista, key personnel of the HCHK Entities are former employees or officers of the Debtor’s “family office,” Golden Spring. These other Golden Spring personnel who moved to the HCHK Entities include Max Krasner,²⁹ Joe Wang,³⁰ Bernardo Enriquez,³¹ and Alex Hadjicharalambous.³² Upon information and belief, the HCHK Entities are merely a continuation of Golden Spring with new corporate letterhead. Other HCHK personnel include Elliott Dordick,³³ an individual this Court found to be an employee of Gettr,³⁴

²⁴ Ex. 3, Kwok Criminal Case Letter, at 18.

²⁵ See PI Decision ¶ 3 (“The Debtor also controls Saraca Media Group and a related entity ‘GTV,’ which is commonly referred to collectively as GTV.”).

²⁶ See *id.* (“The Debtor created GFashion.”).

²⁷ The U.S. Government has alleged that GClubs “was functionally controlled by” the Debtor, Ex. 24, Indictment ¶ 10, *United States v. Kwok*, No. 1:23-cr-00118-AT, (S.D.N.Y. Mar. 6, 2023) [Docket No. 2], that the Debtor and William Je used GClubs to “fraudulently obtain[] more than \$250 million,” *id.* ¶ 14, and that GClubs funds were used to pay personal expenses of the Debtor and his family. *Id.* ¶ 15.

²⁸ Ex. 12, Kwok Dep. Tr. at 87:6-8

²⁹ Mr. Krasner, in addition to his work at the HCHK entities, was an employee of Golden Spring who also served the Debtor in numerous other roles, including as officer and/or authorized signatory of Hudson Diamond Holding LLC, Hudson Diamond NY LLC, Infinity Treasury Management Inc. (parent company of Lamp Capital LLC), and Rule of Law Foundation.

³⁰ Mr. Wang is VP of Technology of HCHK Technologies and was formerly employed as Chief Technology Officer, or in a similar role, at Golden Spring.

³¹ Mr. Enriquez, in addition to his work at the HCHK Entities, worked at Golden Spring and served as Treasurer of Lamp Capital LLC, among other roles.

³² Mr. Hadjicharalambous, in addition to his work at the HCHK Entities, worked for several years at other Debtor-controlled entities such as Golden Spring, GClubs, and Freedom Media Ventures Ltd.

³³ Elliot Dordick, Esq., LinkedIn, <https://www.linkedin.com/in/elliott-dordick-esq-3639b5a0/>

³⁴ PI Decision ¶ 13.

an entity that is part of the G-Series Entities which this Court found “serve the purposes of the Debtor” and “serve as business vehicles for the Debtor.”³⁵ As the Court may recall, Mr. Dordick was involved in the Debtor’s protest campaign against the Trustee and PAX.

B. HCHK Entities Are Affiliates of G-Series Entities

27. The HCHK Entities are not, as the Assignee Defendant’s filings with the State Court seem to suggest, independent businesses that simply happen to have done business with entities linked to the Debtor.³⁶ They are affiliates of the Debtor’s G-Series Entities that, together with such entities, comprised a single enterprise controlled by the Debtor and dedicated to promoting the Debtor’s interests.

28. As discussed in the Assignee’s Affidavits, the HCHK Entities’ business was located at 3 Columbus Circle, in New York City, where HCHK Property and Lexington Property sublet office space. This is the location where associates of the Debtor, acting at the Debtor’s behest, filmed videos in support of the Debtor, including videos in late 2022 calling for protests against the Trustee, PAX, and their counsel. These activities led to the Court’s issuance of its preliminary injunction decision [Docket No. 133 in Adv. Proc. No. 22-05032] where the Court found, among other things, that the Debtor controlled the G-Series Entities. Upon information and belief, these videos attacking the Trustee and PAX were produced using the video and electronic equipment disclosed by the Assignee Defendant as purported assets of HCHK Technologies.³⁷

³⁵ PI Decision ¶ 7.

³⁶ The Assignee Defendant’s description of HCHK Technologies, for example, states that HCHK Technologies is an “emerging global technology and consulting firm that provides strategic solutions across multiple business lines. Functioning comparably to a Professional Employer Organization (PEO), the Assignor offers its clients professional a la carte consulting services across Technology, Product Development, Engineering, Human Resources, Recruitment, Legal, Finance, and R&D.” Ex. 13, Order to Show Cause, Affidavit & Petition of Brian Hofmeister ¶ 4, *HCHK Tech., Inc. v. Hofmeister*, Index No. 510008/2023, (N.Y. Sup. Ct. May 18, 2023) (the “HCHK Tech. Aff.”).

³⁷ Ex. 13, HCHK Tech. Aff., Ex. B, Deed of Assignment for the Benefit of Creditors.

29. Documents produced by the HCHK Entities’ accounting firm, Marcum LLP, (“Marcum”) show the degree to which the HCHK Entities and the G-Series Entities operated as a single business on behalf of the Debtor. Among other things, the documents show that Marcum had no doubt who controlled the HCHK Entities and G-Series Entities. As stated in an internal April 2021 email by one Marcum accountant, “[w]e are representing entities **indirectly owned by Miles Kwok**, owner of GTV media.”³⁸

30. Moreover, a brief review of the Marcum documents (which require further examination) shows that the role of the HCHK Entities was, among other things, to serve as a “piggy bank” for the Debtor’s businesses. It was for this reason that Marcum’s engagement letter provided that Marcum would provide services to Lexington Property “and Affiliates,” and Marcum was explicitly tasked with preparing not only the tax returns of the HCHK Entities, but also those of other Debtor-controlled entities as well, including GFashion and GTV.³⁹ Similarly, Marcum classified HCHK Technologies’ assets to include bank accounts corresponding to Gettr, GFashion, and “FMV” (an acronym that, upon information and belief, refers to another Debtor-controlled company called Freedom Media Ventures). This “piggy bank” role is consistent with the schedule of assets filed by the Assignee Defendant with respect to HCHK Technologies, which discloses accounts receivable of \$12,559,423.06. Upon information and belief, these accounts receivable include obligations purportedly owed to HCHK Technologies by G-Series Entities or other companies controlled by the Debtor.

C. HCHK Entities Pay Debtor’s Expenses

31. Financial documents in the possession of the Trustee also show that the Debtor used the HCHK Entities to pay a variety of his expenses. While the Trustee’s analysis of these

³⁸ Ex. 14, Email to Keady from Hirschfeld, April 23, 2021.

³⁹ Ex. 15, Marcum Engagement Letter, April 14, 2022, Attachment B.

documents is not complete, some examples of the HCHK Entities' payments on behalf of the Debtor include, among others:

- a. In October 2022, HCHK Technologies paid \$123,452.00 to Yachtzoo Ltd. (together with its affiliates, "Yachtzoo"). Yachtzoo is the management company for the *Lady May*, which Justice Ostrager and this Court ruled was the Debtor's yacht.
- b. In September 2021, HCHK Technologies paid \$215,018.00 to ACASS Canada Ltd. (together with its affiliates, "ACASS"). ACASS was at that time the management company for the Debtor's Bombardier aircraft (which Mei Guo testified was sold in the summer of 2022).
- c. In November 2021, HCHK Technologies paid \$2,788,680.00 to the aircraft manufacturer Cirrus Industries, Inc., or affiliates thereof. Upon information and belief, the purpose of this payment was to purchase a new private plane for the Debtor, the Cirrus SF50 jet that has been cited in filings in connection with the Debtor's criminal case.⁴⁰

32. Moreover, according to documents in the possession of the Trustee, Lexington Property, though ostensibly only in the business of subleasing office space (at least according to the Assignee's Affidavits⁴¹), has made numerous payments to entities and individuals associated with the Debtor, which payments were made, upon information and belief, on behalf of the Debtor. Recipients of these payments included, among others:

- a. Yvette Wang;
- b. Max Krasner (employee of the Debtor with numerous roles at Debtor-controlled companies);
- c. Scott Barnett (believed to be another driver and bodyguard of the Debtor);
- d. Aaron Mitchell (essentially the Debtor's general counsel);

⁴⁰ Ex. 16, Motion for Relief from Order Denying Pre-Trial Releases, at 20, *United States v. Kwok*, No. 23-6421 (2d Cir. May 5, 2023) [Docket No. 6.1].

⁴¹ See Ex. 17, Order to Show Cause, Affidavit & Petition of Brian Hofmeister ¶ 5, *Lexington Prop. & Staffing, Inc. v. Hofmeister*, Index No. 510007/2023 (N.Y. Sup. Ct. May 25, 2023) (the "Lexington Aff.") ("Upon information and belief, the Assignor and HCHK Property were both formed, essentially, to function as the tenant (or subtenant) and as a property management companies with respect to their respective 3 Columbus Circle office spaces.").

- e. Lawall & Mitchell, LLC⁴² (Aaron Mitchell’s law firm, and one of the “ordinary course professionals” proposed by the Debtor in March 2022 [Docket No. 119]);
- f. Baker & Hostetler LLP (the Debtor’s personal counsel in the litigation before Justice Ostrager, and one of the “ordinary course professionals” proposed by the Debtor in March 2022 [Docket No. 119]);
- g. Morvillo Abramowitz Grand Iason & Anello PC and Cahill Gordon & Reindel LLP (law firms representing GTV⁴³);
- h. Phillips Nizer LLP (which served as counsel to Lamp Capital LLC in the litigation before Justice Ostrager);
- i. Himalaya Ventures, LLC (an entity, upon information and belief, affiliated with one or more of the Debtor’s “Himalaya Farm” organizations);
- j. Beile (“Prince”) Li (prominent associate of the Debtor and leading participant in protests against the Trustee and PAX);
- k. Yan Yan Tsang (upon information and belief, an employee of the Debtor who, along with the Debtor, Yvette Wang, the Debtor’s wife and daughter, and Han Chunguang (one of the Debtor’s bodyguards), filed a lawsuit against United States Citizenship and Immigration Services in support of the Debtor’s asylum application and their own asylum applications);
- l. Yinying Wang (upon information and belief, the secretary of Qidong Xia, an individual who, upon information and belief, is currently acting as the Debtor’s second-in-command with respect to multiple Debtor-controlled entities and organizations); and
- m. An entity called 17 Miles LLC (recipient of \$146,795.63 in 2021 and, upon information and belief, affiliated with the Debtor).

⁴² The “Lawall” of Lawall & Mitchell is Dara Lawall, who, upon information and belief, is the daughter of Francis Lawall of Troutman Pepper Hamilton Sanders LLP, counsel to Bravo Luck Limited. Dara Lawall is also, upon information and belief, the wife of Aaron Mitchell, who is thus, upon information and belief, Mr. Lawall’s son-in-law.

⁴³ Morvillo Abramowitz Grand Iason & Anello PC also represents Anthony DiBattista in connection with the Trustee’s Bankruptcy Rule 2004 investigation.

D. HCHK Entities Financed by Debtor

33. The Assignee Defendant's filings in the State Court contain disclosures regarding the creditors⁴⁴ of the HCHK Entities which show that the HCHK Entities have received their funding from the Debtor through the Debtor's associates, controlled entities, and representatives.

i. HCHK Technologies' Creditors

34. The Assignee Defendant has disclosed that HCHK Technologies' financial creditors consist exclusively of multiple unnamed individuals (the "Undisclosed Creditors") owed a total of \$51,684,947.50⁴⁵ (as compared to HCHK Technologies' disclosed assets of approximately \$17,500,000 in value⁴⁶), whose "names are being withheld for confidentiality purposes."⁴⁷ The Assignee Defendant in his affidavit states, referring to these Undisclosed Creditors, that:

Upon information and belief, aside from business revenues, [HCHK Technologies] has also received funding from certain individual investors, who are Chinese dissidents and identify as being part of a social network and movement to expose the alleged corruption and human rights abuses of the CCP . . . The [Undisclosed Creditors] are extremely sensitive about disclosing their names and personal contact information in connection with these proceedings out of fear for retribution by the CCP. For this reason, [HCHK Technologies] has represented to me that the Investors have appointed six individuals, who are comfortable disclosing their names and contact information, to serve as their agents and representatives in this matter.⁴⁸

35. This description of the Undisclosed Creditors, which mirrors the arguments used by the Debtor to explain his own desire for secrecy, indicates that the Undisclosed Creditors are

⁴⁴ The disclosures take the form of lists of creditors which, along with lists of assets, are attached to the Deeds of Assignment submitted with the Assignee Affidavits. These lists were, according to the Deeds of Assignment, delivered by the HCHK Entities to the Assignee Defendant, and so apparently constitute representations made by the HCHK Entities (controlled by the Debtor and his associates), not the result of any analysis or investigation conducted by the Assignee Defendant.

⁴⁵ Ex. 13, HCHK Tech. Aff., Ex. B, HCHK Technologies' list of creditors. In addition to these financial creditors, the creditor list discloses vendors holding claims of \$206,703.19, which amount includes a \$51,000 claim owed to HCHK Property.

⁴⁶ Ex. 13, HCHK Tech. Aff. ¶ 19.

⁴⁷ Ex. 13, HCHK Tech. Aff., Ex. B HCHK Technologies' list of creditors, n.5.

⁴⁸ Ex. 13, HCHK Tech. Aff. ¶ 8.

associates of the Debtor. That indication is confirmed by the identities of the six creditor representatives, which are disclosed on HCHK Technologies’ list of creditors filed by the Assignee Defendant (the “Creditor Representatives”).⁴⁹ These individuals are all, upon information and belief, associates of the Debtor.

36. Four of the six Creditor Representatives, Yumei Hao, Hao (Gavin) Li, Yongping Yan, and Yinying Wang, are particularly well known associates of the Debtor. Yumei Hao has, upon information and belief, worked for the Debtor at GClubs and other entities and organizations controlled by the Debtor. Hao (Gavin) Li and Yongping Yan both protested against the Trustee in Grand Central Station in New York City near the entrance to the offices of Paul Hastings, appeared in video broadcasts in support of the Debtor, and dined with the Debtor at the Sherry Netherland. Yinying Wang is, upon information and belief, the secretary of Qidong Xia, an individual who, upon information and belief, is currently acting as the Debtor’s second-in-command with respect to multiple Debtor-controlled entities and organizations.

ii. HCHK Property’s Creditors

37. The situation with respect to HCHK Property is nearly identical. The Assignee Defendant has disclosed that HCHK Property has multiple “creditors and/or investors” owed a total of \$48,187,299.77⁵⁰ (as compared to HCHK Property’s disclosed assets of approximately \$29,785,936 in value⁵¹) whose “names are being withheld for confidentiality purposes.”⁵² In

⁴⁹ The names of these Creditor Representatives are: Hao (Gavin) Li, Yinying (Aila) Wang, Chris Lee, Yongping Yan, Jintao Li, and Yumei Hao.

⁵⁰ Ex. 18, Order to Show Cause, Affidavit & Petition of Brian Hofmeister, Ex. B, HCHK Property’s list of creditors, *HCHK Prop. Mgmt., Inc., v. Hofmeister*, Index No. 510006/2023 (N.Y. Sup. Ct. May 23, 2023) (the “HCHK Prop. Aff.”).

⁵¹ Ex. 18, HCHK Prop. Aff. ¶ 20.

⁵² Ex. 18, HCHK Prop. Aff., Ex. B, HCHK Property’s list of creditors, n.4.

other words, these are the Undisclosed Creditors, represented by the Creditor Representatives who, as discussed above, are associates of the Debtor.

iii. Lexington Property's Creditors

38. Finally, the list of creditors of Lexington Property discloses total claims of at least \$32,183,837.03⁵³ (as compared to HCHK Technologies' disclosed assets of approximately \$2 million in value⁵⁴) owed to the following Debtor-affiliated entities:

- a. ACA Capital Group Limited ("ACA Capital"), listed with a claim of \$29,613,402.07. ACA Capital is an entity purportedly owned by the Debtor's alleged criminal accomplice, William Je, who currently remains at large. As the Court will recall from the litigation surrounding the *Lady May*, entities purportedly owned by William Je have a history of, among other things, providing funding to the Debtor as supposed "loans," including Himalaya International Financial Group Ltd.'s \$37 million alleged loan to HK USA, which the Debtor caused HK USA to use to fund an escrow account pursuant to a stipulation with the Court, and the \$1 million alleged loan from ACA Capital to Eastern Profit Corporation Limited that Judge Liman found to be in fact a gift.⁵⁵ When asked at his deposition whether he owned and controlled ACA Capital, the Debtor invoked the Fifth Amendment.⁵⁶
- b. Golden Spring, listed with a claim of \$570,434.96. At this point, the Debtor's control of Golden Spring (whose president was Yvette Wang), and the Debtor's use of Golden Spring to pay for his expenses, is well known. When asked at his deposition whether he owned and controlled Golden Spring, the Debtor invoked the Fifth Amendment.⁵⁷
- c. Leading Shine, with a claim listed as "TBD." Leading Shine is purportedly owned by Yvette Wang,⁵⁸ who has also served as the company's authorized signatory.⁵⁹ Among other things, Leading Shine was used by the Debtor to help fund Greenwich Land LLC.⁶⁰ When asked

⁵³ Ex. 17, Lexington Aff., Ex. B, Lexington list of creditors.

⁵⁴ Ex. 17, Lexington Aff. ¶ 19.

⁵⁵ *Eastern Profit Corp. Ltd. v. Strategic Vision US LLC*, No. 18-CV-2185 (LJL), 2021 WL 2554631, at *12.

⁵⁶ Ex. 12, Kwok Dep. Tr. at 72:23-73:7.

⁵⁷ Ex. 12, Kwok Dep. Tr. at 54:4-13.

⁵⁸ Ex. 8, [REDACTED]

⁵⁹ *Id.*

⁶⁰ See Ex. 19, [REDACTED]

at his deposition whether he owned and controlled Leading Shine, the Debtor invoked the Fifth Amendment.⁶¹

- d. Saraca Media, with a claim listed as “TBD.” The evidence of the Debtor’s control of this entity is voluminous, and this Court has already found that Saraca Media is controlled by the Debtor.⁶² When asked at his deposition whether he owned and controlled Saraca Media, the Debtor invoked the Fifth Amendment.⁶³
- e. Savio Law LLC, listed with a claim of \$2,000,000. The principal of Savio Law LLC is or was Nicholas F. Savio. Mr. Savio currently practices with Lawall & Mitchell, the law firm of the Debtor’s general counsel, Aaron Mitchell.⁶⁴ Previously, Mr. Savio and Mr. Mitchell were colleagues at the law firm of Cohen & Howard, L.L.P., where they represented the Debtor in litigation before the federal district court in New Jersey.⁶⁵ [REDACTED] In sum, upon information and belief, Savio Law LLC is a representative of the Debtor and any payments it made to Lexington Property were payments made on behalf of the Debtor.

E. Government’s Allegations Regarding Debtor’s Control of HCHK Entities

39. In pleadings filed in connection with its criminal prosecution against the Debtor and Yvette Wang, the U.S. Government has alleged, among other things:

- a. **HCHK Technologies** is a “Kwok controlled company that . . . sent employees to the [United Arab Emirates] earlier this year to establish bank accounts that, as Kwok claimed, would be beyond the ‘long-arm jurisdiction’ of the United States.”⁶⁷ These employees “spent more than approximately six weeks in the UAE, apparently to assist in moving Kwok’s and [William] Je’s operations abroad.”⁶⁸

⁶¹ Ex. 12, Kwok Dep. Tr. at 49:15-50:7.

⁶² PI Decision, ¶ 3 (“The Debtor also controls Saraca Media Group and a related entity ‘GTV’”).

⁶³ Ex. 12, Kwok Dep. Tr. at 73:12-20.

⁶⁴ Lawall & Mitchell, LLC, <https://lmesq.com/attorneys/nick-savio/>.

⁶⁵ Ex. 21, Letter, *Guo v. Teng*, No.:3:18-cv-02110-MAS-TJB (D.N.J. Dec. 19, 2018) [Docket No. 32] (L&M(2) 0028986).

⁶⁶ Ex. 22, [REDACTED]

⁶⁷ Ex. 23, Letter Response, at 7 n.7, *United States v. Kwok*, Case 1:23-cr-00118-AT (S.D.N.Y. April 12, 2023) [Docket No. 42] (the “Kwok Criminal Case Letter Response”).

⁶⁸ Ex. 3, Kwok Criminal Case Letter, at 3-4.

- b. Gettr and **HCHK Technologies** are “Kwok- and [William] Je-controlled companies that are funded, in part, using fraud proceeds.”⁶⁹ Gettr “is a social media company that Kwok controls through a series of shell companies,” and “Gettr and the **HCHK entities** . . . operate out of the same office location.”⁷⁰
- c. “Photographs of annotated documents located inside a folder in [Yvette Wang’s] purse at her apartment appear to reflect, in substance and in part, certain transactions and balances for six bank accounts held in the names of **HCHK Technologies** and **HCHK Property Management** . . . GFNY, Inc. (i.e., GFashion), and GF Italy (i.e., GFashion Italy).”⁷¹
- d. “A photograph of another document located inside the folder in [Yvette Wang’s] purse at her apartment appears to reflect, in sum and in substance, that [Yvette Wang] signed payroll expenses associated with various Kwok-controlled entities The document further indicates how certain payroll expenses were to be allocated among affiliated entities, **including HCHK.**”⁷²

F. Debtor Asserts Fifth Amendment When Questioned About HCHK Technologies and HCHK Property

40. In his deposition on March 2, 2023, the Debtor was asked whether he owned and controlled HCHK Technologies and HCHK Property. The Debtor invoked the Fifth Amendment in response.⁷³

III. Assignment for Benefit of Creditors Should Be Enjoined

A. Assignment Proceedings

41. On April 20, 2023, each of the HCHK Entities executed a Deed of Assignment purporting to assign all of their assets to the Assignee Defendant.

42. On April 25, 2023, each of the Deeds of Assignment was filed with the clerk of the State Court.

⁶⁹ Ex. 3, Kwok Criminal Case Letter, at 18.

⁷⁰ Ex. 3, Kwok Criminal Case Letter, at 8 n.5.

⁷¹ Ex. 23, Kwok Criminal Case Letter Response, at 3.

⁷² Ex. 23, Kwok Criminal Case Letter Response, at 3-4.

⁷³ Ex. 12, Kwok Dep. Tr. at 84:22-85:3.

43. On May 10, 2023, the Assignee Defendant filed his Assignee Affidavit and related documents with respect to HCHK Technologies, and, on May 18, 2023, the State Court issued an order to show cause why an Assignment Proceeding should not be commenced with respect to HCHK Technologies, with an objection deadline of **June 15, 2023** and a hearing date of June 20, 2023 (on papers only, without oral argument). The Trustee's counsel was emailed a copy of the order to show cause, Assignee Affidavit, and related documents on May 30, 2023.

44. On May 23, 2023, the Assignee Defendant filed his Assignee Affidavit and related documents with respect to Lexington Property, and on May 25, 2023, the State Court issued an order to show cause why an Assignment Proceeding should not be commenced with respect to Lexington Property, with an objection deadline of June 21, 2023 and a hearing date of June 28, 2023 (on papers only, without oral argument). The Trustee's counsel was emailed a copy of the order to show cause, Assignee Affidavit, and related documents on May 30, 2023.

45. On May 23, 2023, the Assignee Defendant filed his Assignee Affidavit and related documents with respect to HCHK Property, and on May 31, 2023, the State Court issued an order to show cause why an Assignment Proceeding should not be commenced with respect to HCHK Property, with an objection deadline of June 27, 2023 and a hearing date of June 30, 2023 (on papers only, without oral argument). The Trustee's counsel was emailed a copy of the order to show cause, Assignee Affidavit, and related documents on June 5, 2023 (after having been emailed these same materials, absent the entered order to show cause, on May 30, 2023).

B. Assignee Affidavits

46. The Assignee Affidavits contain descriptions of each of the HCHK Entities. The related documents filed with the Assignee Affidavits include schedules, prepared by the HCHK Entities, purporting to show the assets of each of the HCHK Entities and the claims of creditors

against them. According to these documents, the HCHK Entities possess significant assets, including over \$35 million in cash, but, assuming the validity of disclosed claims, are each insolvent: (a) HCHK Technologies possesses assets of approximately \$17.5 million in value, of which \$4.5 million is cash, as compared to financial creditor claims of \$51,684,947.50 and vendor creditor claims of \$206,703.19;⁷⁴ (b) HCHK Property possesses assets of approximately \$29,785,936 in value,⁷⁵ the entirety of which consists of cash, as compared to creditor claims of \$48,187,299.77;⁷⁶ and (c) Lexington Property possesses assets of approximately \$2 million, the entirety of which consists of cash, as compared to creditor claims of at least \$32,183,837.03.⁷⁷

47. The Assignee Affidavits describe the HCHK Entities using innocuous corporate jargon, implying that they are independent companies that simply happen to have as clients certain entities affiliated with the Debtor.⁷⁸ For example, HCHK Technologies is described as “an emerging global technology and consulting firm that provides strategic solutions across multiple business lines” that “offers its clients professional a la carte consulting services across Technology, Product Development, Engineering, Human Resources, Recruitment, Legal, Finance, and R&D.”⁷⁹

48. The Assignee Defendant notes Yvette Wang’s ownership of the HCHK Entities and the fact that she and the Debtor were arrested and jailed, explaining that Ms. Wang’s

⁷⁴ Ex. 13, HCHK Tech. Aff., Ex. B, HCHK Technologies’ creditor list. These vendor creditor claims include a \$51,000 claim owed to HCHK Property.

⁷⁵ Ex. 18, HCHK Prop. Aff. ¶ 20.

⁷⁶ Ex. 18, HCHK Prop. Aff., Ex. B, HCHK Property’s list of creditors.

⁷⁷ Ex. 17, Lexington Aff., Ex. B, Lexington list of creditors.

⁷⁸ See Ex. 13, HCHK Tech. Aff. at 5 n.1 (noting that Club, G Music, GFNY, and G Fashion “are affiliated with Ho Wan Kwok . . . a Chinese dissident with a prolific online presence and large social media following, outspoken criticism of the Chinese Communist Party” and that “[o]n February 15, 2022, Kwok commenced a voluntary chapter 11 case in the United Bankruptcy Court for the District of Connecticut, which remains pending”).

⁷⁹ Ex. 13, HCHK Tech. Aff. ¶ 4.

imprisonment was a catalyst for the Deeds of Assignment.⁸⁰ The Assignee Defendant does not mention Yvette Wang’s employment by the Debtor (as found by this Court), or that she is the Debtor’s “trusted chief of staff” (as described in the U.S. Government’s filings).⁸¹ Similarly, the Assignee Defendant does not discuss the Debtor’s links with Gettr, stating only that certain G-Series Entities other than Gettr are affiliated with the Debtor.

49. The Assignee Defendant does not disclose the identities of the creditors of HCHK Technologies and HCHK Property, claiming that these Unnamed Creditors are individuals whose names cannot be revealed due to their fear of CCP reprisals. While the Assignee Defendant does disclose the names of the Creditor Representatives, he does not point out that they include associates of the Debtor whose protest activities on behalf of the Debtor and at the Debtor’s direction were subject to orders of this Court.

50. Moreover, while the Assignee Defendant discloses that the creditors of Lexington Property consist of ACA Capital, Golden Spring, Leading Shine, Saraca Media, and Savio Law, he does not disclose the connections between these entities and the Debtor, many of which are matters of public record in this Chapter 11 Case, such as, for example, Yvette Wang’s role as president of Golden Spring, or the Court’s finding that the Debtor controls Saraca Media.⁸²

51. In sum, while the Assignee Affidavits and related filings submitted to the State Court provide important information regarding the HCHK Entities, they do not present a complete picture of the nature of the HCHK Entities and their connection to the Debtor.

⁸⁰ See, e.g., Ex. 13, HCHK Tech. Aff. ¶ 10 (“Following Yvette’s incarceration, as well as the Assignor’s loss of GETTR as its primary customer, the Assignor determined, in the exercise of its business judgment, that it was in the best interests of the Assignor and all of its stakeholders to assign all its assets to me, an independent fiduciary, for the benefit of creditors.”).

⁸¹ Ex. 3, Kwok Criminal Case Letter, at 18.

⁸² PI Decision ¶ 3.

52. What does come across from the Assignee Affidavits and related filings is that the HCHK Entities should be subject to a federal bankruptcy process. Among other things, they are insolvent, require investigation with respect to their assets, liabilities, and financial condition, and the individual nominally in charge of the HCHK Entities, Yvette Wang, is now in prison.

C. Assignee Defendant's Intentions with Respect to Assignment Proceeding

53. The Assignee Affidavits and related documents filed by the Assignee Defendant, including proposed orders setting forth the relief sought by the Assignee Defendant from the State Court, make clear that the Assignee Defendant intends to commence what is essentially a separate state law chapter 11 process for the HCHK Entities, with the Assignee Defendant to play a role analogous to that of a bankruptcy trustee (except that he has been selected by the HCHK Entities, not the United States Trustee).

54. According to the Assignment Affidavits, the Assignee Defendant intends to “investigate and analyze the [HCHK Entities’] books and records and potential claims and causes of action that may be brought on behalf of the [HCHK Entities’] estates and prosecute such claims as may be warranted,” “pursue a sale of some or substantially all of the [HCHK Entities’] non-cash assets through a public sale or as otherwise ordered by the Court,” and “after giving all creditors and stakeholders (including appropriate governmental authorities) due and proper notice and opportunity to submit claims, to verify, reconcile, and make distributions to provable claims against the [HCHK Entities’] estates in accordance with their respective legal priorities as set forth in the Deeds and applicable law.”⁸³ Under the Deeds of Assignment, the Assignee Defendant is given the power to “settle any and all claims against or in favor of Assignor, with the full power to compromise, or, **in Assignee’s sole discretion**, to sue or be

⁸³ Ex. 17, Lexington Aff. ¶ 12.

sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.”⁸⁴ In addition, the Assignee Defendant seeks authority from the State Court to retain counsel and a financial advisor, including the law firm of McManimon, Scotland & Baumann, LLC, which has represented the HCHK Entities in connection with the Trustee’s investigation in this Chapter 11 Case.⁸⁵

D. Necessity of Injunction of Assignment Proceedings

55. According to the Second Circuit Court of Appeals:

Section 105(a) is to be ‘construed liberally to enjoin suits that might impede the reorganization process’—or, as here, the process of liquidation. Liberal construction reflects ‘the underlying principle of preserving the debtor's estate for the creditors and funneling claims to one proceeding in the bankruptcy court.’ We have held that § 105(a) is properly used to enjoin creditors' lawsuits against third parties where ‘the injunction plays an important part in the debtor’s reorganization plan,’ or where the action to be enjoined ‘will have an immediate adverse economic consequence for the debtor’s estate.’

In re Bernard L. Madoff Inv. Sec., LLC, 512 F. App’x 18, 20 (2d Cir. 2013) (internal citations removed).

56. An injunction against the continuation of the Assignment Proceedings is warranted pursuant to sections 105, 362, 363, and 549 of the Bankruptcy Code for a number of reasons.

57. First, allowing the Assignment Proceeding to continue would give a “green light” to the violation of the automatic stay. The Trustee asserts that the HCHK Entities are alter egos of or equitably owned by the Debtor. If the Trustee prevails on his alter ego claim, it will mean that the HCHK Entities will be merged with the Debtor’s estate and all of the assets of the

⁸⁴ Ex. 17, Lexington Aff., Ex. B, Deeds of Assignment for the Benefit of Creditors ¶ 4(f).

⁸⁵ See e.g., *HCHK Technologies, Inc., HCHK Property Management, Inc. and Lexington Property and Staffing, Inc.’s Objection To Production Request, Motion To Quash and/or Motion to Modify 2004 Examination Subpoenas* [Main Case Docket No. 1291].

HCHK Entities will constitute estate property as of the date of the Debtor's chapter 11 filing on February 15, 2022 (the "Petition Date"). In that scenario, the Deeds of Assignment represent null and void violations of the automatic stay committed by individuals who wrongfully transferred estate assets to the Assignee Defendant, or, at the very least, exerted control over the HCHK Entities.⁸⁶ If the Trustee instead prevails on his equitable ownership claim in connection with the HCHK Entities and/or their assets, it will similarly mean (a) that ownership interests in the HCHK Entities and related rights of corporate control constituted property of the estate as of the Petition Date, and the usurpation of these rights to execute the Deeds of Assignment would represent a null and void stay violation,⁸⁷ and/or (b) that the estate was the equitable owner of the assets of the HCHK entities, the transfer of which to the Assignee Defendant would be a clear stay violation.

58. Second, the Assignment Proceedings represent duplicative proceedings that threaten to splinter the Debtor's Chapter 11 Case into separate pieces and create costly and time-consuming challenges to estate administration. Already, the Assignment Proceedings have created multiple and imminent filing deadlines with respect to which the Trustee must respond, and, if allowed to proceed, the Assignment Proceedings will result in the inevitable multiplication of pleadings, deadlines, and hearings. Unchecked, the Assignee Defendant will proceed with a duplicative investigation and claims allowance process; a recipe for disaster,

⁸⁶ And, even if not null and void as stay violations, the Deeds of Assignment would represent transfers of estate property prohibited and avoidable under section 549(a) of the Bankruptcy Code and impermissible under section 363(b) of the Bankruptcy Code, which only allows estate assets to be used, sold, or leased outside of the ordinary course of business after notice and a hearing before this Court.

⁸⁷ Moreover, putting aside the usurpation of corporate control, the Deeds of Assignment would violate the stay in the event that the HCHK Entities are equitably owned by the Debtor (as opposed to being the Debtor's alter egos), because the automatic stay would apply to the HCHK Entities as wholly-owned subsidiaries of the Debtor. See *Queenie, Ltd. v. Nygard Int'l*, 321 F.3d 282, 287 (2d Cir. 2003) ("the stay applies to Queenie because it is wholly owned by Gardner, and adjudication of a claim against the corporation will have an immediate adverse economic impact on Gardner").

especially considering all the delay and cost the Debtor has already imposed on his creditors by creating hundreds of shell companies to hide his assets, something the Trustee is attempting to reverse by bringing assets into one insolvency process where all the Debtor's creditors can seek a recovery. Indeed, it is a core principle of our bankruptcy laws that there should be one forum in which a Debtor's financial affairs are resolved, militating strongly in favor of enjoining the Defendants and any party acting in concert with them from commencing or continuing the Assignment Proceedings.

59. Third, the Assignment Proceedings are not only duplicative, but decidedly inferior to the Chapter 11 Case before this Court. For one thing, the Chapter 11 Case provides a more robust legal framework: to give one example, state law cannot impose an automatic stay like the Bankruptcy Code can. More importantly, as practical matter, putting the Debtor's insolvency process before a State Court unfamiliar with the Debtor is completely nonsensical given the complexity of the Debtor's affairs. Only this Court has the benefit not only of its experience with the Debtor and his affiliated entities, but of key precedential rulings and findings (which the Debtor and his associates will surely seek to challenge or deviate from if they are in another forum). Moreover, it is this Court that already established and conducted a process for the filing of claims, including with expansive notice procedures and procedures for the confidential submission of claims, resulting in the filing of over a thousand claims by the Debtor's creditors. It is unclear how these creditors will be notified about, much less participate adequately in, the Assignment Proceedings. Indeed, it seems likely that these creditors will be shut out of the Assignment Proceedings and denied any recovery from the HCHK Entities' assets, thus suffering extreme prejudice. Even those creditors able to participate in the Assignment Proceeding will suffer unwarranted prejudice because they will have been forced to

undergo the effort and expense (and, without adequate confidentially procedures, significant personal risks) of submitting claims in a new and unfamiliar proceeding.

60. In addition, the Trustee is leaps and bounds ahead of the Assignee Defendant in connection with his investigation of the HCHK Entities, as demonstrated in this Complaint, which seeks to incorporate the HCHK Entities and their assets into the estate for the benefit of the Debtor's creditors based on voluminous evidence gathered in the Trustee's ongoing investigation (evidence that the Trustee will develop further in the course of this adversary proceeding). By contrast, the Assignee Defendant appears to not yet be aware of key facts in connection with the HCHK Entities, as demonstrated by the examples of important information omitted from the Assignee Affidavits, as discussed above. These omissions suggest that the HCHK Entities, under the control of the Debtor, chose to pursue the Assignee Proceeding as a way to avoid the Trustee and this Court and find a different court where they could "start afresh" and more easily craft a favorable narrative.

61. A key dynamic here is that the Debtor and his associates do not want to be scrutinized by this Court or investigated by the Trustee. The Debtor has continually opposed the Trustee's involvement and on two occasions sought to replace the Trustee with someone else. If the Assignment Proceedings are allowed to go forward, the Debtor and his associates will no doubt seek to avoid the Trustee and this Court by pursuing assignments for the benefit of creditors with respect to other entities that, like the HCHK Entities, are subject to the Trustee's investigation and facing imminent alter ego or other actions by the Trustee. The Debtor and his associates will seek to use such state court proceedings as a way to distribute assets to "friendly" creditors (such as the creditors listed in the Assignment Affidavits for the HCHK Entities) rather than allow those assets to be distributed to the Debtor's victims who have filed claims in the

Chapter 11 Case. In other words, allowing the Assignment Proceedings for the HCHK Entities to go forward is likely to result in even more assignment proceedings being commenced, resulting in an even greater multiplication of duplicative proceedings, expense, delay, and confusion. That is an outcome that would play directly into the hands of the Debtor and result in manifest injustice for the Debtor's numerous creditors who look to this Court and this Chapter 11 Case for some recovery on their claims.

FIRST CLAIM

(Declaratory Judgment that HCHK Entities are the Debtor's Alter Egos, that Assignment of HCHK Entities' Assets Violated Automatic Stay and Is Null and Void, and Ordering Turnover of HCHK Entities' Assets to Trustee)

62. The Trustee repeats and realleges the allegations contained in paragraphs 1-61.

63. Delaware law applies to the alter ego claim because the HCHK Entities are Delaware entities.⁸⁸

64. Under Delaware's two-pronged test for piercing the corporate veil, a court applying Delaware's alter ego analysis to the Debtor's relationship with the HCHK Entities will focus on (1) whether the Debtor and the HCHK Entities operated as a single economic unit and (2) whether there was an overall element of injustice or unfairness. In determining whether entities operated as a single economic unit, a court applying Delaware law would consider a number of factors, including, among others, whether the HCHK Entities were adequately

⁸⁸ 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.”).

capitalized, observed corporate formalities, and were a facade for the Debtor.⁸⁹ This “list of factors is not exhaustive and no single factor is dispositive.”⁹⁰

65. The Debtor exercised control and dominion over the HCHK Entities such that the HCHK Entities had no independent existence from the Debtor and the Debtor used the corporate form to perpetrate a fraud and injustice. The HCHK Entities are an alter ego of the Debtor, because, among other reasons, the HCHK Entities:

- a. were nominally owned and staffed by the Debtor’s employees;
- b. are affiliates of the Debtor’s G-Series Entities that this Court has already found to be controlled by or to serve as business vehicles for the Debtor, as part of a single enterprise controlled by and serving the interests of the Debtor;
- c. paid the Debtor’s expenses, including with respect to the *Lady May* and the Debtor’s Bombardier jet (which Mei Guo testified was sold in the summer of 2022); and
- d. were funded by the Debtor through the Debtor’s associates, controlled companies, and representatives.

66. 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.

67. Because the HCHK Entities were at all times alter egos of the Debtor, their assets were, following the Petition Date, assets of the Debtor’s estate. Therefore, the Deeds of Assignment represent null and void transfers of estate assets in violation of the automatic stay,

⁸⁹ *Blair v. Infineon Tech., AG*, 720 F. Supp.2d 462, 470-71 (D. Del. 2010) (Noting the factors that the Third Circuit considers in determining whether a corporation operated as a single economic entity, which notably would not include whether the relevant individual is a shareholder of the entity, but would include “gross undercapitalization; failure to observe corporate formalities . . . [and] whether the corporation is merely a facade.”).

⁹⁰ *Id.* at 471.

which prohibits, among other things, “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate,” 11 U.S.C. § 362(a)(3), and “any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title.” 11 U.S.C. § 362(a)(6).

68. Accordingly, the Trustee seeks a ruling pursuant to sections 362, 541, 542, and 544 of the Bankruptcy Code, (1) declaring that: (a) at all times the HCHK Entities were an alter ego of the Debtor; (b) any and all of the assets held by the HCHK Entities 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 the HCHK Entities at any time from the date of the Debtor’s February 15, 2022 chapter 11 petition to the present, including the HCHK Entities’ \$35 million in cash, constituted and constitute, as applicable, property of the Debtor’s chapter 11 estate; (2) declaring the Deeds of Assignment and assignments of assets pursuant thereto to be null and void; and (3) ordering the turnover of any and all of the assets of the HCHK Entities to the Trustee.

SECOND CLAIM

(In Alternative)

(Declaratory Judgment that Debtor Is Equitable Owner of HCHK Entities, that Assignment of HCHK Entities’ Assets Violated Automatic Stay and Is Null and Void, and Ordering Turnover of Ownership of the HCHK Entities and/or their Assets to Trustee)

69. The Trustee repeats and realleges the allegations contained in paragraphs 1-61.

70. The same facts, discussed above, establishing that the HCHK Entities are alter egos of the Debtor, also support the alternative conclusion that the Debtor is the equitable owner of the HCHK Entities and/or their assets.⁹¹

⁹¹ *Freeman v. Complex Computing Co., Inc.*, 119 F.3d 1044, 1051 (2d Cir. 1997) (defendant that “exercised considerable authority over [the corporation] . . . to the point of completely disregarding the corporate form and *acting as though [its] assets were his alone to manage.*”) (emphasis added).

71. 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.

72. Because the HCHK Entities were equitably owned by the Debtor, the ownership and corporate control rights over the HCHK Entities, and/or the assets of the HCHK Entities, were, following the Petition Date, property of the Estate. The use of those ownership and corporate control rights in connection with the execution of the Deeds of Assignment and the purported assignment of the HCHK Entities' assets to the Assignee Defendant violated the automatic stay, which prohibits "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3). Therefore, the Deeds of Assignment and assignments of assets pursuant thereto are null and void.

73. Accordingly, the Trustee seeks a ruling, pursuant to sections 362, 541, 542, and 544 of the Bankruptcy Code, (1) declaring that the ownership interests in the HCHK Entities purportedly held by Holy City and Anthony DiBattista, and/or the assets of the HCHK Entities (including but not limited to assets purportedly transferred to the Assignee Defendant and/or held by the Assignee Defendant), are property of the Debtor's chapter 11 estate; (2) declaring the Deeds of Assignment and assignments of assets pursuant thereto to be null and void; and (3) ordering the surrender of ownership interests and related rights of corporate control in the HCHK entities, and/or the assets of the HCHK Entities, to the Trustee.

THIRD CLAIM

(Injunctive Relief Under Section 105, 362, 363, and 549 of the Bankruptcy Code)

74. The Trustee repeats and realleges the allegations contained in paragraphs 1-61.

75. Section 105 of the Bankruptcy Code provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

76. Section 362’s automatic stay prohibits, among other things, “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(3).

77. Section 363 of the Bankruptcy Code permits the use, sale, or lease of estate property, other than in the ordinary course of business, but only “after notice and a hearing.” 11 U.S.C. § 363(b)(1).

78. Section 549 of the Bankruptcy Code provides for the avoidance of a transfer of property of the estate “that occurs after the commencement of the case” and “that is not authorized under this title or by the court.” 11 U.S.C. § 549(a)(1)(B).

79. An injunction against the continuation of the Assignment Proceedings is warranted pursuant to section 105, 362, 363, and 549 of the Bankruptcy Code because, if allowed to continue, the Assignment Proceedings will have an immediate adverse consequence for the Debtor’s estate. Among other things, allowing the Assignment Proceedings to go forward would effectively permit the continued violation of the automatic stay, the Assignment Proceedings are both duplicative of and decidedly inferior to the Chapter 11 Case, and allowing them to continue will encourage the Debtor to commence new assignment proceedings with his other alter ego entities as a strategy to bypass scrutiny by the Trustee and this Court.

80. Accordingly, the Trustee seeks a ruling, pursuant to sections 105, 362, 363, and 549 of the Bankruptcy Code, enjoining the Defendants and any party acting in concert with them from commencing or continuing the Assignment Proceedings (or any other judicial,

administrative, or other actions or proceedings with respect to the HCHK Entities and/or their assets), enjoining any transfer or use of the assets, including cash, of the HCHK Entities (including but not limited to such assets purportedly transferred to the Assignee Defendant and/or held by the Assignee Defendant), or ownership interests in the HCHK Entities, except as authorized or directed by the Trustee or this Court, and requiring that the Defendants immediately notify the State Court of such injunction.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, the Trustee respectfully requests that judgment be entered as follows:

1. On the First Claim, an order pursuant to sections 362, 541, 542, and 544 of the Bankruptcy Code, (1) declaring that: (a) at all times the HCHK Entities were an alter ego of the Debtor; (b) any and all of the assets held by the HCHK Entities 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 the HCHK Entities at any time from the date of the Debtor's February 15, 2022 chapter 11 petition to the present, including the HCHK Entities' \$345 million in cash, constituted and constitute, as applicable, property of the Debtor's chapter 11 estate; (2) declaring the Deeds of Assignment and assignments of assets pursuant thereto to be null and void; and (3) ordering the turnover of any and all of the assets of the HCHK Entities to the Trustee;
2. On the Second Claim, an order, pursuant to sections 362, 541, 542, and 544 of the Bankruptcy Code, (1) declaring that the ownership interests in the HCHK Entities purportedly held by Holy City and Anthony DiBattista, and/or the assets of the HCHK Entities, are property of the Debtor's chapter 11 estate; (2) declaring the Deeds of

Assignment and assignments of assets pursuant thereto to be null and void; and

(3) ordering the surrender of ownership interests and related rights of corporate control in the HCHK entities, and/or the assets of the HCHK Entities, to the Trustee;

3. On the Third Claim, an order, pursuant to sections 105, 362, 363, and 549 of the Bankruptcy Code, enjoining the Defendants and any party acting in concert with them from commencing or continuing the Assignment Proceedings (or any other judicial, administrative, or other actions or proceedings with respect to the HCHK Entities and/or their assets), enjoining any transfer or use of the assets, including cash, of the HCHK Entities (including but not limited to such assets purportedly transferred to the Assignee Defendant and/or held by the Assignee Defendant), or ownership interests in the HCHK Entities, except as authorized or directed by the Trustee or this Court, and requiring that the Defendants immediately notify the State Court of such injunction;

4. Reasonable attorneys' fees, costs, and expenses incurred in this action; and

5. Such other and further relief as the Court may deem just, proper, or equitable under the circumstances.

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Dated: June 8, 2023
New Haven, Connecticut

LUC A. DESPINS,
CHAPTER 11 TRUSTEE

By: /s/ Patrick R. Linsey

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Counsel for the Chapter 11 Trustee

EXHIBIT 2

United States Bankruptcy Court
District of Connecticut



In re:

Debtor*

Case Number:
Chapter:

Luc A. Despins

Plaintiff(s)

v.

Adversary Proceeding
No.: 23-05013 jam

HCHK Technologies, Inc. et al.

Defendant(s)

SUMMONS AND NOTICE OF PRETRIAL CONFERENCE
IN AN ADVERSARY PROCEEDING

To the Plaintiff(s):

In accordance with Fed. R. Bankr. P. 7004(a) or (b), you must serve the above named defendant(s) with this summons, and a copy of the complaint. You must also complete the attached certificate of service process and file the completed form with the Bankruptcy Court at the address listed in the lower left corner of this Summons.

To the Defendant(s):

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons with the Clerk of the Bankruptcy Court at the address in the lower left corner of this Summons within 30 days after the issuance of this summons, except that the United States and its offices and agencies shall submit a motion or answer to the complaint within 35 days.

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

Patrick R. Linsey
Neubert Pepe & Monteith, P.C.
195 Church St
13th Fl
New Haven, CT 06510

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012.

YOU ARE NOTIFIED that a Pretrial Conference of the proceeding commenced by the filing of the complaint will be held at:

United States Bankruptcy Court
915 Lafayette Blvd., Room 123, Courtroom, Bridgeport, CT 06604
at
11:00 AM on August 15, 2023

IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

Date of Issuance: June 14, 2023



Pietro Cicolini
Clerk of Court

United States Bankruptcy Court
District of Connecticut
915 Lafayette Boulevard
Bridgeport, CT 06604

Tel. (203) 579-5808
VCIS* (866) 222-8029
* Voice Case Information System
<http://www.ctb.uscourts.gov>
Form 115 – zaz

CERTIFICATE OF SERVICE OF PROCESS

Case Number: 23-05013

I, _____ (name), certify that service of this summons and a copy of the complaint was made _____ (date) by (check one):

- ☐ **Mail service:** Regular, First Class United States mail, postage fully pre-paid, addressed to:
- ☐ **Personal Service:** By leaving the process with defendant or with an officer or agent of defendant at:
- ☐ **Residence Service:** By leaving the process with the following adult at:
- ☐ **Certified Mail Service on an Insured Depository Institution:** By sending the process by certified mail addressed to the following officer of the defendant at:
- ☐ **Publication:** The defendant was served as follows:
- ☐ **State Law:** The defendant was served pursuant to the laws of the State of _____, as follows:

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

Date

Signature

Print Name

Business Address

City/State/Zip

EXHIBIT 3

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

	-----X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , ¹	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	-----X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	Adv. Proceeding No. 23-05013
Plaintiff,	:	
	:	
v.	:	
	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	-----X	

**CERTIFICATE OF SERVICE REGARDING TEMPORARY
RESTRAINING ORDER, SUMMONS, AND ADVERSARY COMPLAINT**

On June 8, 2023, Luc A. Despins, in his capacity as the chapter 11 trustee (the “Trustee”) appointed in the chapter 11 case (the “Chapter 11 Case”) of Ho Wan Kwok (the “Debtor”), filed

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. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

under seal his redacted *Adversary Complaint* and certain exhibits thereto² [Adv. Proc. ECF No. 1] (the “Complaint”). On June 12, 2023, the Court entered *under seal* its *Order Granting in Part Emergency Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction* [Adv. Proc. ECF No. 18] (the “TRO”). On June 14, 2023, the court entered the *Summons and Notice of Pretrial Conference in an Adversary Proceeding* [Adv. Proc. ECF No. 20] (the “Summons”). The TRO and the Summons and Complaint may all be accessed via CM/ECF.

On June 12, 2023, as to the TRO, and on June 15, 2023, as to the Summons and Complaint, I caused these documents to be served on all defendants to the above-captioned adversary proceeding and certain other parties bound by the TRO by first-class mail and by UPS overnight delivery to the known addresses, including the last known addresses, for all such parties as set forth on the attached **Exhibit A**.³

In addition, on June 12, 2023, I caused the TRO to be sent via email to counsel to all defendants to the above-captioned adversary proceeding (other than Holy City Hong Kong Ventures, Ltd. (“Holy City”), the British Virgin Islands corporation nominally owned by Yvette Wang) and certain other parties bound by the TRO.

In addition, on June 15, 2023, HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property and Staffing, Inc., were all served with the Summons and Complaint via personal service on their agents for service of process, as set forth on the Certificates of Service attached hereto as **Exhibit B**.

² These include all exhibits to the Adversary Complaint, except for Exhibits 8, 19, 20, and 22, which remain sealed pursuant to the Court’s *Order Granting Chapter 11 Trustee’s Ex Parte Motion to Seal* [Adv. Proc. ECF No. 17] (the “Sealing Order”). The unredacted Complaint is likewise under seal pursuant to the Sealing Order. These sealed documents are available to the Defendants and their counsel upon signing Exhibit A to the Court’s *Protective Order* [Main Case ECF No. 923].

³ Defendant Holy City Hong Kong Ventures, Ltd., was served via first-class mail only and was further served via personal service as set forth below. Additionally, the TRO was mailed to Ms. Wang’s address in the Metropolitan Detention Center Brooklyn, in Brooklyn, NY, on June 22, 2023, as that address was not known to the Trustee at the time the TRO was issued.

In addition, on June 13, 2023, as to the TRO, and on June 15, 2023, as to the Summons and Complaint, counsel for the Trustee in the British Virgin Islands, Harney Westwood & Riegels LP, caused defendant Holy City Hong Kong Ventures, Ltd., to be served with these documents by personal service on its registered agent: Intershore Chambers, P.O. Box 4342, Road Town, Tortola, British Virgin Islands VG1110.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK.]

Dated: June 22, 2023
New Haven, Connecticut

LUC A. DESPINS,
CHAPTER 11 TRUSTEE

/s/ Douglass Barron

Douglass Barron
douglassbarron@paulhastings.com
PAUL HASTINGS LLP
200 Park Avenue
New York, New York 10166
(212) 318-6690

Counsel for the Chapter 11 Trustee

Exhibit A

(Addresses Served via First-Class U.S. Mail and UPS overnight delivery)

Brian W. Hofmeister (as Assignee for the Benefit Of Creditors) 3131 Princeton Pike Building 5, Suite 110 Lawrenceville, NJ 08648
Brian W. Hofmeister (as Assignee for the Benefit Of Creditors) 3 O'Neal Ct Hillsborough, NJ 08844-1164
Brian w. Hofmeister (as Assignee for the Benefit Of Creditors) c/o Cole Schotz P.C. 1325 Avenue of the Americas 19th Floor New York. NY 10019 Attn: Ryan T. Jareck. Esq.
HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property and Staffing, Inc. c/o McManimon, Scotland & Baumann, LLC 75 Livingston Avenue, 2nd Floor Roseland, New Jersey 07068 Attn: Sari B. Placona, Esq.
ATTN: Officer, Managing or General Agent HCHK Property Management, Inc. c/o The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 1980
ATTN: Officer, Managing or General Agent HCHK Technologies, Inc. c/o Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808
ATTN: Officer, Managing or General Agent Lexington Property and Staffing, Inc. c/o Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808
ATTN: Officer, Managing or General Agent Lexington Property and Staffing, Inc. c/o Corporation Service Company Goodwin Square, 225 Asylum Street, 20th Floor Hartford, CT 06103
Yanping "Yvette" Wang c/o Lipman Law PLLC New York, US 147 W. 25th St. 12th Fl

New York, New York 10001 Attn: Alex Lipman
Yanping “Yvette” Wang c/o ChaudhryLaw PLLC 147 West 25th Street Ste 12th Floor New York, NY 10001 Attn: Priya Chaudhry
Yanping Wang (Register No. 49116-510) MDC Brooklyn Metropolitan Detention Center P.O. Box 329002 Brooklyn, NY 11232 (Marked “LEGAL MAIL”)
Anthony DiBattista 45 Park Hill Dr. Hopewell Junction, NY 12533
Anthony DiBattista c/o Morvillo Abramowitz Grand Iason & Anello PC 565 Fifth Avenue New York, NY 10017 Attn: Jeremy H. Temkin
G-News Operations, LLC c/o Norris McLaughlin P.A. 400 Crossing Blvd, 8th Floor, P.O. Box 5933 Bridgewater, New Jersey 08807 Attn: Melissa Pena, Esq.
ATTN: Officer, Managing or General Agent G News Operations, LLC c/o The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801
G-News Operations, LLC One Gateway Center Suite 2600 Newark, New Jersey 07102 Attn: Irene Feng
ATTN: Officer, Managing or General Agent Holy City Hong Kong Ventures Ltd c/o Intershore Chambers P.O. Box 4342 Road Town Tortola British Virgin Islands VG1110

Exhibit B

(Certificates of Service from Process Servers for Certain Corporate Defendants)

CERTIFICATE OF SERVICE OF PROCESS

Case Number: 23-05013

I, GILBERT DEL VALLE (name), certify that service of this summons and a copy of the complaint was made 06/15/2023 (date) by (check one):

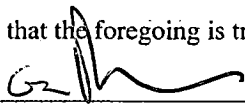
- ☐ **Mail service:** Regular, First Class United States mail, postage fully pre-paid, addressed to:
- ☒ **Personal Service:** By leaving the process with defendant or with an officer or agent of defendant at:
HCHK PROPERTY MANAGEMENT, INC., C/O THE CORPORATION TRUST COMPANY (REGISTERED AGENT)
AT 1209 ORANGE ST., WILMINGTON, DE 19801 ON 06/15/2023 AT 2:45 PM
ACCEPTED BY: ROBIN HUTT-BANKS (MANAGING AGENT)
- ☐ **Residence Service:** By leaving the process with the following adult at:
- ☐ **Certified Mail Service on an Insured Depository Institution:** By sending the process by certified mail addressed to the following officer of the defendant at:
- ☐ **Publication:** The defendant was served as follows:
- ☐ **State Law:** The defendant was served pursuant to the laws of the State of _____, as follows:

SERVED Summons and Notice Of Pretrial Conference In An Adversary Proceeding [ECF 20, Adv. Proc. Case No. 23-05013]; Complaint Of Chapter 11 Trustee For Estate Of Ho Wan Kwok Pursuant To Sections 105, 362, 363, 541, 542, 544, And 549 Of The Bankruptcy Code Seeking (I) declaratory judgment that HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property And Staffing, Inc. are (A) alter egos of debtor; or, (b) in the Alternative, An Order That Debtor Equitably Owns Such Entities and/or Their Property; and (II) Injunctive Relief [ECF 1, Adv. Proc. Case No. 23-05013]

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

06/15/2023
Date



Signature
GILBERT DEL VALLE

Print Name

Business Address

City/State/Zip

CERTIFICATE OF SERVICE OF PROCESS

Case Number: 23-05013

I, GILBERT DEL VALLE (name), certify that service of this summons and a copy of the complaint was made 06/15/2023 (date) by (check one):


- ☐ **Mail service:** Regular, First Class United States mail, postage fully pre-paid, addressed to:
- ☒ **Personal Service:** By leaving the process with defendant or with an officer or agent of defendant at:
HCHK TECHNOLOGIES, INC., C/O CORPORATION SERVICE COMPANY (REGISTERED AGENT) AT
251 LITTLE FALLS DR., WILMINGTON, DE 19808 ON 06/15/2023 AT 3:15 PM; ACCEPTED BY:
LYNANNE GARES (MANAGING AGENT)
- ☐ **Residence Service:** By leaving the process with the following adult at:
- ☐ **Certified Mail Service on an Insured Depository Institution:** By sending the process by certified mail addressed to the following officer of the defendant at:
- ☐ **Publication:** The defendant was served as follows:
- ☐ **State Law:** The defendant was served pursuant to the laws of the State of _____, as follows:

SERVED Summons and Notice Of Pretrial Conference In An Adversary Proceeding [ECF 20, Adv. Proc. Case No. 23-05013]; Complaint Of Chapter 11 Trustee For Estate Of Ho Wan Kwok Pursuant To Sections 105, 362, 363, 541, 542, 544, And 549 Of The Bankruptcy Code Seeking (I) declaratory judgment that HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property And Staffing, Inc. are (A) alter egos of debtor; or, (b) in the Alternative, An Order That Debtor Equitably Owns Such Entities and/or Their Property; and (II) Injunctive Relief [ECF 1, Adv. Proc. Case No. 23-05013]

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

06/15/2023
Date


Signature
GILBERT DEL VALLE
Print Name

Business Address

City/State/Zip

CERTIFICATE OF SERVICE OF PROCESS

Case Number: 23-05013

I, GILBERT DEL VALLE (name), certify that service of this summons and a copy of the complaint was made 06/15/2023 (date) by (check one):

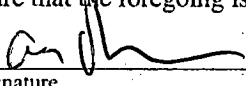
- ☐ **Mail service:** Regular, First Class United States mail, postage fully pre-paid, addressed to:
- ☒ **Personal Service:** By leaving the process with defendant or with an officer or agent of defendant at:
LEXINGTON PROPERTY AND STAFFING, INC., C/O CORPORATION SERVICE COMPANY (REGISTERED AGENT) AT 251 LITTLE FALLS DR., WILMINGTON, DE 19808 ON 06/15/2023 AT 3:15 PM; ACCEPTED BY: LYNANNE GARES (MANAGING AGENT)
- ☐ **Residence Service:** By leaving the process with the following adult at:
- ☐ **Certified Mail Service on an Insured Depository Institution:** By sending the process by certified mail addressed to the following officer of the defendant at:
- ☐ **Publication:** The defendant was served as follows:
- ☐ **State Law:** The defendant was served pursuant to the laws of the State of _____, as follows:

SERVED Summons and Notice Of Pretrial Conference In An Adversary Proceeding [ECF 20, Adv. Proc. Case No. 23-05013]; Complaint Of Chapter 11 Trustee For Estate Of Ho Wan Kwok Pursuant To Sections 105, 362, 363, 541, 542, 544, And 549 Of The Bankruptcy Code Seeking (I) declaratory judgment that HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property And Staffing, Inc. are (A) alter egos of debtor; or, (b) in the Alternative, An Order That Debtor Equitably Owns Such Entities and/or Their Property; and (II) Injunctive Relief [ECF 1, Adv. Proc. Case No. 23-05013]

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

06/15/2023
Date


Signature
GILBERT DEL VALLE
Print Name

Business Address

City/State/Zip

United States Bankruptcy Court
District of Connecticut



In re:

Debtor*

Case Number:
Chapter:

Luc A. Despins

Plaintiff(s)

v.

Adversary Proceeding
No.: 23-05013 jam

HCHK Technologies, Inc. et al.

Defendant(s)

SUMMONS AND NOTICE OF PRETRIAL CONFERENCE
IN AN ADVERSARY PROCEEDING

To the Plaintiff(s):

In accordance with Fed. R. Bankr. P. 7004(a) or (b), you must serve the above named defendant(s) with this summons, and a copy of the complaint. You must also complete the attached certificate of service process and file the completed form with the Bankruptcy Court at the address listed in the lower left corner of this Summons.

To the Defendant(s):

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons with the Clerk of the Bankruptcy Court at the address in the lower left corner of this Summons within 30 days after the issuance of this summons, except that the United States and its offices and agencies shall submit a motion or answer to the complaint within 35 days.

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

Patrick R. Linsey
Neubert Pepe & Monteith, P.C.
195 Church St
13th Fl
New Haven, CT 06510

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012.

YOU ARE NOTIFIED that a Pretrial Conference of the proceeding commenced by the filing of the complaint will be held at:

United States Bankruptcy Court
915 Lafayette Blvd., Room 123, Courtroom, Bridgeport, CT 06604
at
11:00 AM on August 15, 2023

IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

Date of Issuance: June 14, 2023



Pietro Cicolini
Clerk of Court

United States Bankruptcy Court
District of Connecticut
915 Lafayette Boulevard
Bridgeport, CT 06604

Tel. (203) 579-5808
VCIS* (866) 222-8029
* Voice Case Information System
<http://www.ctb.uscourts.gov>
Form 115 - zaz

EXHIBIT B

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

	X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , ¹	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	
Plaintiff,	:	Adv. Proceeding No. 23-05013
	:	
v.	:	
	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	X	

[PROPOSED] ENTRY OF DEFAULT

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. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

It appears from the record that defendants HCHK Technologies, Inc., HCHK Property Management, Inc., Lexington Property and Staffing, Inc., Holy City Hong Kong Ventures, Ltd., Anthony DiBattista, Yvette Wang, and Brian Hofmeister (in his capacity as assignee) (collectively, the “Defendants”) have failed to plead or otherwise defend in this case as required by law.

Therefore, default is entered against the Defendants as authorized by Rule 7055 of the Federal Rules of Bankruptcy Procedure.

Dated: _____

Pietro Cicolini
Clerk of Court

EXHIBIT C-1

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made this 20th day of April 2023, by and between HCHK Technologies, Inc, a Delaware corporation, with a principal place of business at 3 Columbus Circle, 20th Floor, New York, New York 10019 and resident in the County of New York within the meaning of N.Y. C.P.L.R. § 503(c), having maintained offices located at 3 Columbus Circle, New York, New York, Federal Tax Identification Number 86-3615568, hereinafter referred to as "Assignor," and Brian W. Hofmeister, Esq., c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, hereinafter referred to as "Assignee."

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law as set forth in Article 2 of the New York Debtor and Creditor Law ("New York Debt. & Cred. Law");

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **TRANSFER OF ASSETS.** Assignor does hereby grant, convey, assign, transfer and set over to the Assignee, and any successor assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which now are, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible

NEW YORK
COUNTY CLERK'S OFFICE

APR 25 2023

NOT COMPARED
WITH COPY FILE

and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, intellectual property, general intangibles, patents, insurance premium and/or policy refunds, copyrights, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of Assignor shall immediately vest with Assignee for the use and purpose hereinafter set forth.

2. **LEASES AND LEASEHOLD INTERESTS.** This Deed of Assignment includes all leases and leasehold interests in any asset of the Assignor; however should Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished or abandoned without further liability or obligation to Assignee.

3. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. **POWERS AND DUTIES OF ASSIGNEE.** Subject to the provisions herein, Assignee shall hold and manage all of Assignor's property in trust and Assignee shall have all powers necessary to marshal and liquidate the estate including, but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best and subject to the approval of the court, pursuant to Section 19 of the New York Debt. & Cred. Law, and Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title of same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's intellectual property, including patents,

copyrights, trademarks, trade names and any equipment, inventory, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best, pursuant to Section 19 of the New York Debt. & Cred. Law. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title of same. In this regard, Assignee shall have the power to: (i) employ an auctioneer and an appraiser to appraise said assets; (ii) to conduct any public sale of the assets; and (iii) to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other documents necessary to convey right, title, and interest in to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants, appraisers, auctioneers, consultants, and any other additional personnel, including as the Assignee deems appropriate, former employees of Assignor, to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all state, county or federal tax returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to New York law, as more specifically set forth in Section 5 of the New York Debt. & Cred. Law.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of Assignee or his nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon

and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priority amounts as to distribution only and not time of distribution, as follows:

- (1) FIRST, to deduct all sums which Assignee may at his option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- (2) SECOND, subject to paragraph 9 below, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to Assignee, as that term is hereinafter defined and the payment of reasonable compensation and expenses for the services of attorneys for the Assignee, accountants to Assignee, attorneys to Assignor for services related to the making of and administration of the general assignment and any other professionals Assignee deems necessary to properly administer the assignment estate.
- (3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal

governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

- (4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.
- (5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under Sections 21-a and 22 of the New York Debt. & Cred. Law, up to the statutory maximum as set forth in Sections 21-a and 22 of the New York Debt. & Cred. Law.
- (6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law, if any. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable him to make a reasonable distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective distribution checks from the Assignee, so long as any such distribution exceeds one percent (1%) of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of Assignor, as per the list of equity holders provided with the making of this Deed of Assignment.

i. To report to the court as required by Section 14 of the New York Debt. & Cred. Law as to the results of the Assignee's efforts in administering the assets in the assignment estate.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

k. To do and perform any and all other acts deemed desirable and/or necessary and proper for the wind-down of Assignor, including filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

5. **RIGHTS OF CREDITORS.** Creditors shall be given notice of the assignment and the right to file verified claims, which shall set forth whether any, and, if so, what securities are held for such claim, and whether any, and, if so, what payments have been made thereon. Whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the claim. All rights and remedies of creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein shall prevent any creditor from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property.

6. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither Assignee nor any of his employees, officers, agents, or representatives will assume any personal liability or responsibility for any of his acts as Assignee herein, but his obligations shall be limited to the performance of the terms and conditions of this Deed of Assignment in good faith and in the exercise of his best business judgment. Persons dealing with Assignee shall look only to the assignment estate to satisfy any liability incurred by Assignee in good faith to any such person in carrying out the terms of this Assignment and the Assignee shall have no personal or individual obligation to satisfy any such liability.

7. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

a. As of the date hereof and based on the information received to date, the list of creditors delivered concurrently herewith to the Assignee and as required under Section 4 of the New York Debt. & Cred. Law is complete and correct to the best of Assignor's knowledge as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them and that such schedule will be filed with the county clerk of the county where such assignment is recorded as well as provided to the Assignee.

b. Assignor, through its officers, directors, and authorized agents, shall perform any and all acts reasonably necessary and proper to assist Assignee in his orderly liquidation of Assignor's assets, including the execution of any documents required to further carry out the intent of this Deed of Assignment, the collection of any and all monies owing Assignor, and in the distribution of said monies and proceeds of asset sales to Assignor's creditors.

c. Assignor, through its officers, directors, and authorized agents shall perform any and all acts reasonably necessary and proper to effect the wind-down of Assignor, including the filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

8. **POWER OF ATTORNEY.** Assignor, by this Deed of Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney in Fact.

9. **ACCEPTANCE BY ASSIGNEE.** By execution of this Deed of Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform his duties according to the best of the Assignee's skill, knowledge and ability. It is understood that Assignee's compensation, excluding the reimbursement of all Assignee's out-of-pocket costs, including the payment of attorney's fees and costs, in connection with the administration of this estate and the wind-down of the Assignor, shall be an amount to be determined by the court up to 5% of the amount administered in accordance with Section 21 of the New York Debt. & Cred. Law. Assignee's compensation and reimbursement of out-of-pocket costs, including, but not limited to, attorney's fees and costs, shall be paid out of the proceeds of the liquidation of Assignor's assets.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day
and year first above written,

HCHK Technologies, Inc.



By: Joe Wang
Its: Authorized Representative

ACCEPTANCE:

I, Brian W. Hofmeister, hereinabove named, do hereby accept the
Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to
the conditions set forth above.


Brian W. Hofmeister, Assignee

Sworn to me this 20th day
of April 2023


Notary Public

**WRITTEN CONSENT
OF SHAREHOLDERS IN LIEU OF A SPECIAL MEETING OF
HCHK TECHNOLOGIES, INC.**

The undersigned, being the Shareholders of the corporation of HCHK Technologies, Inc., (the “Corporation”), a Delaware corporation, with a principal place of business at 3 Columbus Circle, 20th Floor, New York, New York, 10019 does hereby consent to, authorize and adopt the following written consent in lieu of a special meeting as of the __th day of April, 2023:

RESOLVED, that the Corporation’s 99.9999% shares are owned by Holy City Hong Kong Ventures, Ltd, (“BVI”) and BVI hereby authorized the execution of a Deed of Assignment and such other agreements, including but not limited to an interim management agreement with the Assignee, instruments and documents, and to take such other actions, as may be necessary or advisable in his sole discretion to carry out the intent of the foregoing which may be to continue ongoing operations of the Corporation to preserve going concern value should a sale be of interest; and it is further

RESOLVED, that the Corporation is hereby authorized to execute and deliver a Deed of Assignment for the Benefit of Creditors (the “Deed of Assignment”) to Brian W. Hofmeister, Esq. (hereinafter the “Assignee”), with an address of c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, as Assignee; and it is further

RESOLVED, that pursuant to a Unanimous Written Consent of the Board of Directors of the Corporation dated December 1, 2022, Joe Wang is authorized to execute, amongst other things, documents in connection with the Corporation; and it is further

RESOLVED, that the Corporation authorizes McManimon, Scotland & Baumann, LLC (Anthony Sodono, III & Sari B. Placona) to serve as counsel to the Corporation in the assignment for the benefit of creditors proceeding; such representation is commenced with a retainer in the amount of \$50,000¹ to represent the Corporation pre and post assignment; and it is further

RESOLVED, that this Written Consent shall serve in lieu of a special meeting of the shareholders of the Corporation, and the undersigned hereby waives all requirements as to notice of said meeting; and be it further

RESOLVED, that this Written Consent may be executed by facsimile and ‘pdf’.

[Signature Page Follows]

¹ This amount is inclusive for the filing of the Deed of the Assignment for this Corporation and the two related companies: Lexington Property & Staffing, Inc. and HCHK Property Management, Inc.

IN WITNESS WHEREOF, this Written Consent of the Shareholders is executed and delivered as of the day and year first above written.

SHAREHOLDERS:

Holy City Hong Kong Ventures, Ltd.

A handwritten signature in black ink, appearing to be 'LM' or 'Ya Li', written in a cursive style.

By: Lan Mu (Ya Li)

Its: Director

Joe Wang, VP of Technology, being duly sworn according to law and upon his oath, deposes and says the following:

I am the VP of Technology of the Assignor named herein, and I have been duly authorized by said Corporation to make, execute and verify the inventory and list of creditors annexed to the within Deed of Assignment.

The said inventory and assets of the Assignor's estate and the list of the Assignor's creditors and the amount of their respective claims which are attached to the within Deed of Assignment are true and correct in all respects according to the best of my knowledge, information and belief.



JOE WANG, VP OF TECH

HCHK TECHNOLOGIES, INC.
CASH, ACCOUNTS RECEIVABLE, FURNITURES, FIXTURE, EQUIPMENT²

1	Accounts Receivable \$12,559,423.06 (Approx.)
2	Cash – Operating Account \$1,075,000 (Approx.)
3	Cash – Account (Seacoast Bank - 5211) \$407,778.43 (Approx.)
4	Cash – Account (Seacoast Bank – 5301) \$987,191.38 (Approx.)
5	Cash – Account (Seacoast Bank - 5481) \$2,000,994.77 (Approx.)
6	Bento Account (0740) \$45,359.62 (Approx.)
7	Phones / Computers / Televisions / Other
8	Weddle Law PLLC - \$50,000 (Retainer)

Accounts Receivable:

Multiple parties ³	5,528,540.41
	474,654.90
	95,524.66
	4,664,498.10
	1,740,983.52
	20,700.00
	6,210.48
	660.99
	26,300.00
	1,350.00
Total	\$ 12,559,423.06

Assets:

iPad Pro
 iPad Pro 5th Gen
 iPhone XR
 iPhone XR
 iPhone XR
 iPhone 12
 iPhone XR
 iPhone XS
 iPhone X

² This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law. Accounts receivable may not be net amounts owed to company based on company's obligation to complete the applicable job.

³ Names are being withheld due to the Assignor's confidentiality obligations.

iPhone 6S
iPhone XR
iPhone XR
iPhone 11
iPhone SE
iPhone XR
iPhone XR
iPhone XR
iPhone 11
iPhone 7
iPhone XR
iPhone XR
iPhone 8
iPhone XR
iPhone XR
iPhone 8
iPhone XR
iPhone 8
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone 11
iPhone 11
iPhone XR
iPhone 11
iPhone 11
iphone XS
iPhone SE
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR

iPhone XR
iPhone XR
iPhone XS
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone 11
iPhone XS
iPhone 12 Mini
iPhone SE
iPhone 11
iPhone XR
iPhone XR
iPhone 11
iPhone 8
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone 11
iPhone 12
iPhone 12
IPHONE 11
iPhone 11
IPHONE XR
IPHONE 11
iPhone 12
iPhone XR
iPhone XR
iPhone XR
iPhone XR
iPhone XR

iPhone 11
iPhone XR
iPhone 11
iPhone 11
iPhone 12
iPhone 12

iPhone XR
iPhone 11
iPhone 10
iPhone XR
iPhone 12 Mini
iPhone 11
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Pro M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Pro M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air Intel 2020
Macbook Air M1 2020
Macbook Pro Intel 2019
Macbook Pro M1 2020
Macbook Pro M1 2020
Macbook Air M1 2020
Macbook Pro M1 2021
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Apple TV 4k
Apple TV 4k
Apple TV 4k
Apple TV 4k
Apple TV 4k
Apple Pencil
Macbook Air 2017
Macbook Pro M1 2020
iPad Mini Gen 5

Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Mac Mini
Macbook Pro M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
Macbook Air M1 2020
iMac 5K 27 inch 2020
Air Intel 2020
Macbook Pro 2021
Macbook Air 2020
M1, 2020
Apple 27" Studio Display
M1 2020
M1 2020
M1 2020
MacBook Pro 16-inch 2021 M1
Apple M1 2020
Pro M1 2020
Macbook Air 2020
Macbook Air 2020
Macbook Pro 2019
Macbook Air 2020
Macbook Pro
Macbook Air 2020
Macbook Air 2020
Macbook Air
Macbook Air
Macbook Air
Macbook Pro
LG 27MN60T-W
HP V27i
LG 27MN60T-W
LG
x
AOC U2790VQ
AOC U2790VQ
Dell S3422DWG
Dell P3421W
Lenovo L27M-28

Lenovo L27M-28
Lenovo L27M-28
Lenovo L27M-28
Lenovo L27M-28
Dell P2719HC
Dell U2719D
LG 32QN650
LG 32QN650
Dell P2719HC
Lenovo U461MF3A
LG
Lenovo U461MF3A
Lenovo U461MF3A
Lenovo U461MF3A
Dell P2719HC
Dell P2719HC
Dell P2719HC
Dell U2719DC
Dell U2719DC
Dell U2719DC
Dell
Dell P3421W
Dell P3421W
Dell P3421W
Asus
Asus
HP V24i FHD
HP V24i FHD
HP V24i FHD
HP V24i FHD
HP V24i FHD
HP V24i FHD
HP V24i FHD
HP V24i FHD
Dell S3422DWG
Lenovo L27M-28
Dell U2719DC
LG 27MD5KA
Dell U2719DC
Dell S3422DWG
Lenovo L27M-28

Dell S2721H
Dell P3421W
Lenovo L27M-28
Apple Monitor
LG 27UL600-W
Philips
LG UP600-W
Thinkpad L15 Gen 1
Latitude 3510
Precision 5760
15-EG0065ST
Optiplex 3070 Micro
Optiplex 3080 Micro
Optiplex 3070 Micro
Optiplex 7080 Micro
Optiplex 3080 Micro
Optiplex 3080 Micro
Optiplex 3080 Micro
Optiplex 3070 Micro
Optiplex 3070 Micro
Optiplex 3080 Micro
Expertbook B5302CE
Dell Inspiron 13 5310
Lenovo 20X3006LUS
Dell Latitude 3510
Asus Expertbook
Dell XPS
B5302CE
Precision 5760
Dell XPS
HP ZBook Firefly 15 inch G8
ASUS EXPERTBOOK B3302CEA
Dell Inspiron 13 5310
ASUS ExpertBook
Dell Laptop 65w
Dell Laptop 65w
Dell Laptop 65w
Dell Laptop 90w
Asus Laptop, 40w
Dell Laptop 65w
Dell Laptop 65w

Dell Laptop 65w
Apple USB Type C
Apple USB Type C
Lenovo Laptop 65w USB C
Lenovo Laptop 65w USB C
Dell Laptop 130w
Large
Small
For MacBook Pro 2021 M1
Dell Laptop 90w
Smart TV
Samsung QB98R
Samsung QB98R
LG OLED83C1PUA
Samsung
LGOLED83C2
LGOLED83C2
LGOLED83C2
LGOLED83C2
LGOLED83C2
American DJ POW-R BAR RACK USB 10-Outlet 2-USB Rackmount Power Distributor
GC728XP-100NAS Netgear Insight Managed Smart Cloud Switch - 28 Ports - Manageable
- Gigabit Ethernet - 1000Base-T - 3 Layer Supported - Modular - 2 SF
APC Smart-UPS 1000VA LCD RM - UPS - 700 Watt - 1000 VA - with APC SmartConnect
ultrastuido 4k mini
ultrastuido 4k mini
ultrastuido 4k mini
ultrastuido 4k mini
Mac mini 2023
Mac mini 2023
Mac Studio 2022
Mac Studio 2022
Apple 27" Studio Display Standard Glass, Tilt & Height Adjustable Stand
Apple 27" Studio Display Nano-Texture Glass, Tilt & Height Adjustable Stand
Apple 27" Studio Display Nano-Texture Glass, VESA Mount Adapter
Apple 27" Studio Display Nano-Texture Glass, VESA Mount Adapter
Multiview 4
Multiview 4
Blackmagicdesign HyperDeck Extreme 8K HDR
webpresenter 4k
webpresenter 4k

ATEM constellation 8k
Newtek tricastor elite2
Newtek talk show vs-4000
ATEM 4M/E Advanced Panel 40
stream deck
stream deck
MX MECHANICL MINI wireless keyboard
MX MECHANICL MINI wireless keyboard
MX MASTER 3S wireless mouse
MX MASTER 3S wireless mouse
wireless keyboard on newtek
wireless keyboard on newtek
wireless mouse on newtek
wireless mouse on newtek
logi mouse on **Mac book pro (生产力)**
8361AP Genelec
8361AP Genelec
Genelec Smart Active Monitor
Genelec Smart Active Monitor
Canon C500 Mark 2
Canon C500 Mark 2
Canon C500 Mark 2
Canon C300 mark 2
Canon C300 mark 2
Canon 16-35mm F2.8
Canon 24-70mm F2.8
Canon 18-80mm T4.4
Canon 15-120mm
Sachtler System aktiv14T & flowtech 100 with Mid-Level Spreader
Sachtler System aktiv14T & flowtech 100 with Mid-Level Spreader
Sachtler aktiv8T flowtech75 MS Tripod System
Sachtler aktiv8T flowtech75 MS Tripod System
Kanto Living MTMA100PL Height-Adjustable Mobile TV Cart with Adjustable Shelf for 60-100" TVs
Kanto Living MTMA100PL Height-Adjustable Mobile TV Cart with Adjustable Shelf for 60-100" TVs
Kanto Living MTMA100PL Height-Adjustable Mobile TV Cart with Adjustable Shelf for 60-100" TVs

Estimated Current Value: \$ 405,537.98

HCHK TECHNOLOGIES, INC. - LIST OF CREDITORS⁴

Multiple creditors ⁵	\$21,780,259.62
	\$10,504,754
	\$12,372,523.40
	\$2,256,892.48
	\$4,770,518.00

Creditor Representatives:

<u>NAME</u>	<u>Phone Number</u>	<u>Email</u>
Hao (Gavin) Li	8583670682	sdsn37985@gmail.com
Yinying (Aila)Wang	9143040286	yinyingwang@protonmail.com
Chris Lee	6262087567	caagentchrisli@gmail.com
Yongping Yan	7035773590	miegong89642020@gmail.com
Jintao Li	9176608148	482enigma@gmail.com
Yumei Hao	8572939190	shannonh19@protonmail.com

Vendor Creditors:

Vendor	Address	Balance
Weddle Law PLLC	250 West 55th Street, 30th Floor New York NY 10019 US	<u>\$ 7,591.50</u>
Virtlaw, PLLC	1999 Bryan St. Suite 900 Dallas, Texas 75201	\$ 10,512.00
6040 L.L.C		\$ 11,696.66

⁴ This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

⁵ Names are being withheld for confidentiality purposes

	6040 Kennedy Blvd E, L3 West New York NJ 07093 US		
Jackson Lewis PC	1133 Westchester Ave Suite S125 West Harrison NY 10604 US	\$	3,675.00
Jackson Lewis PC	1133 Westchester Ave Suite S125 West Harrison NY 10604 US	\$	3,675.00
Asset Panda	PO Box 679157 Dallas TX 75267 US	\$	766.62
SAGE IT, Inc	3535 Victory Group Way, Bldg. #4 Frisco TX 75034 USA	\$	11,200.00
Grubhub	P.O. Box 71649 Chicago IL 60694-1649 USA	\$	2,697.88
HCHK Property Management Inc	500 West Putnam Avenue Suite 400 Greenwich CT 06830 US	\$	51,000.00
Fabre Technologies LLC	27 Horseneck Rd, Suite 220 Fairfield NJ 07004 US	\$	396.00
6040 L.L.C	6040 Kennedy Blvd E, L3 West New York NJ 07093 US	\$	11,666.66
SAGE IT, Inc	3535 Victory Group Way, Bldg. #4 Frisco TX 75034 USA	\$	12,880.00
Amazon Web Services (AWS)	PO BOX 84023 Seattle WA 98124-8423 US	\$	600.56
Grubhub	P.O. Box 71649 Chicago IL 60694-1649 USA	\$	4,165.96

Empire BlueCross	PO Box 11792 Newark NJ 07101-4792 USA	\$	52,912.22
ECF Data	4775. S Durango Drive, Suite 106 Las Vegas NV 89147 PO BOX 84023	\$	9,600.17
Amazon Web Services (AWS)	Seattle WA 98124-8423 US	\$	0.30
6040 L.L.C	6040 Kennedy Blvd E, L3 West New York NJ 07093 US	\$	11,666.66

HCHK TECHNOLOGIES, INC. - LIST OF PENDING LITIGATION⁶

-None known

⁶ This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

EXHIBIT C-2

COPY

510006/2023

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made this 10th day of April 2023, by and between HCHK Property Management, Inc., a Delaware corporation, with a principal place of business 3 Columbus Circle, New York, New York and resident in the County of New York within the meaning of N.Y. C.P.L.R. § 503(c), having maintained offices located at 3 Columbus Circle, New York, New York, Federal Tax Identification Number 87-3628991, hereinafter referred to as "Assignor," and Brian W. Hofmeister, Esq., c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, hereinafter referred to as "Assignee."

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law as set forth in Article 2 of the New York Debtor and Creditor Law ("New York Debt. & Cred. Law");

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **TRANSFER OF ASSETS.** Assignor does hereby grant, convey, assign, transfer and set over to the Assignee, and any successor assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which now are, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible

NEW YORK
COUNTY CLERK'S OFFICE

APR 25 2023

NOT COMPARED
WITH COPY FILE

and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, intellectual property, general intangibles, patents, insurance premium and/or policy refunds, copyrights, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of Assignor shall immediately vest with Assignee for the use and purpose hereinafter set forth.

2. **LEASES AND LEASEHOLD INTERESTS.** This Deed of Assignment includes all leases and leasehold interests in any asset of the Assignor, however, should Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished or abandoned without further liability or obligation to Assignee.

3. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. **POWERS AND DUTIES OF ASSIGNEE.** Subject to the provisions herein, Assignee shall hold and manage all of Assignor's property in trust and Assignee shall have all powers necessary to marshal and liquidate the estate including, but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best and subject to the approval of the court, pursuant to Section 19 of the New York Debt. & Cred. Law, and Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title of same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's intellectual property, including patents,

copyrights, trademarks, trade names and any equipment, inventory, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best, pursuant to Section 19 of the New York Debt. & Cred. Law. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title of same. In this regard, Assignee shall have the power to: (i) employ an auctioneer and an appraiser to appraise said assets; (ii) to conduct any public sale of the assets; and (iii) to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other documents necessary to convey right, title, and interest in to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants, appraisers, auctioneers, consultants, and any other additional personnel, including as the Assignee deems appropriate, former employees of Assignor, to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all state, county or federal tax returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to New York law, as more specifically set forth in Section 5 of the New York Debt. & Cred. Law.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of Assignee or his nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon

and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priority amounts as to distribution only and not time of distribution, as follows:

- (1) FIRST, to deduct all sums which Assignee may at his option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- (2) SECOND, subject to paragraph 9 below, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to Assignee, as that term is hereinafter defined and the payment of reasonable compensation and expenses for the services of attorneys for the Assignee, accountants to Assignee, attorneys to Assignor for services related to the making of and administration of the general assignment and any other professionals Assignee deems necessary to properly administer the assignment estate.
- (3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal

governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

- (4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.
- (5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under Sections 21-a and 22 of the New York Debt. & Cred. Law, up to the statutory maximum as set forth in Sections 21-a and 22 of the New York Debt. & Cred. Law.
- (6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law, if any. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable him to make a reasonable distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective distribution checks from the Assignee, so long as any such distribution exceeds one percent (1%) of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of Assignor, as per the list of equity holders provided with the making of this Deed of Assignment.

i. To report to the court as required by Section 14 of the New York Debt. & Cred. Law as to the results of the Assignee's efforts in administering the assets in the assignment estate.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

k. To do and perform any and all other acts deemed desirable and/or necessary and proper for the wind-down of Assignor, including filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

5. **RIGHTS OF CREDITORS.** Creditors shall be given notice of the assignment and the right to file verified claims, which shall set forth whether any, and, if so, what securities are held for such claim, and whether any, and, if so, what payments have been made thereon. Whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the claim. All rights and remedies of creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein shall prevent any creditor from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property.

6. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither Assignee nor any of his employees, officers, agents, or representatives will assume any personal liability or responsibility for any of his acts as Assignee herein, but his obligations shall be limited to the performance of the terms and conditions of this Deed of Assignment in good faith and in the exercise of his best business judgment. Persons dealing with Assignee shall look only to the assignment estate to satisfy any liability incurred by Assignee in good faith to any such person in carrying out the terms of this Assignment and the Assignee shall have no personal or individual obligation to satisfy any such liability.

7. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

a. As of the date hereof and based on the information received to date, the list of creditors delivered concurrently herewith to the Assignee and as required under Section 4 of the New York Debt. & Cred. Law is complete and correct to the best of Assignor's knowledge as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them and that such schedule will be filed with the county clerk of the county where such assignment is recorded as well as provided to the Assignee.

b. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist Assignee in his orderly liquidation of Assignor's assets, including the execution of any documents required to further carry out the intent of this Deed of Assignment, the collection of any and all monies owing Assignor, and in the distribution of said monies and proceeds of asset sales to Assignor's creditors.


c. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to effect the wind-down of Assignor, including the filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

8. **POWER OF ATTORNEY.** Assignor, by this Deed of Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney in Fact.

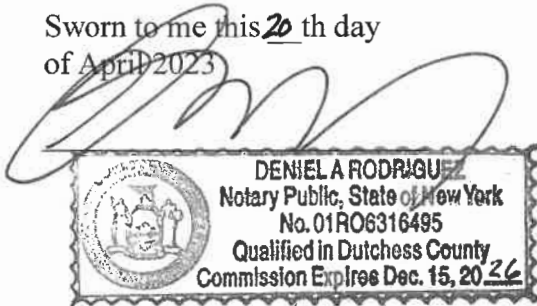
9. **ACCEPTANCE BY ASSIGNEE.** By execution of this Deed of Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform his duties according to the best of the Assignee's skill, knowledge and ability. It is understood that Assignee's compensation, excluding the reimbursement of all Assignee's out-of-pocket costs, including the payment of attorney's fees and costs, in connection with the administration of this estate and the wind-down of the Assignor, shall be an amount to be determined by the court up to 5% of the amount administered in accordance with Section 21 of the New York Debt. & Cred. Law. Assignee's compensation and reimbursement of out-of-pocket costs, including, but not limited to, attorney's fees and costs, shall be paid out of the proceeds of the liquidation of Assignor's assets.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day
and year first above written,

HCHK Property Management, Inc.


By: Anthony DiBartolo
Its: President

Sworn to me this 20 th day
of April 2023



ACCEPTANCE:

I, Brian W. Hofmeister, hereinabove named, do hereby accept the
Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to
the conditions set forth above.

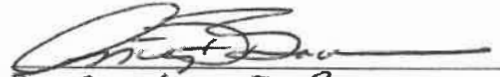
Brian W. Hofmeister, Assignee

Sworn to me this ___ th day
of April 2023

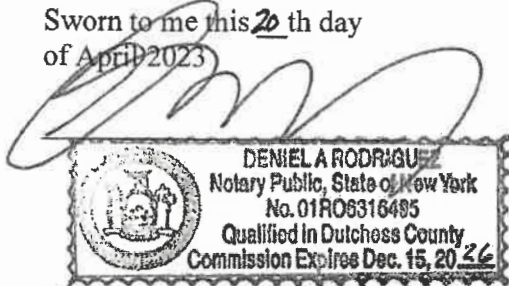
Notary Public

IN WITNESS WHEREOF, the parties have hereunto set their hands the day
and year first above written,

HCHK Property Management, Inc.

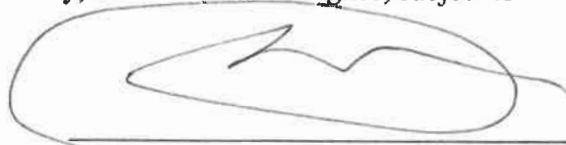

By: Anthony DiBartolo
Its: President

Sworn to me this 20th day
of April 2023

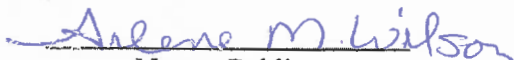


ACCEPTANCE:

I, Brian W. Hofmeister, hereinabove named, do hereby accept the
Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to
the conditions set forth above.


Brian W. Hofmeister, Assignee

Sworn to me this 20th day
of April 2023


Notary Public

**WRITTEN CONSENT OF THE DIRECTOR
OF CORPORATION IN LIEU OF A SPECIAL MEETING OF
HCHK PROPERTY MANAGEMENT, INC.**

The undersigned, director of the corporation of HCHK Property Management, Inc., (the “Corporation”), a Delaware corporation, with a principal place of business at 3 Columbus Circle, New York, New York, does hereby consent to, authorize and adopt the following in lieu of a special meeting as of the 1st th day of April, 2023:

RESOLVED, that 99.9999% of the Corporation’s shares are owned by Holy City Hong Kong Ventures, Ltd, BVI (“BVI”) and BVI executed a written consent authorizing the execution of the Deed of Assignment and such other agreements, including but not limited to an Interim Management Agreement with the Assignee, instruments and documents, and to take such other actions, as may be necessary or advisable in his sole discretion to carry out the intent of the foregoing which may be to continue ongoing operations of the Corporation to preserve going concern value should a sale be of interest; and it is further

RESOLVED, that the Corporation is hereby authorized to execute and deliver a Deed of Assignment for the Benefit of Creditors (the “Deed of Assignment”) to Brian W. Hofmeister, Esq. (hereinafter the “Assignee”), with an address at c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, as Assignee; and it is further

RESOLVED, that the Corporation authorizes McManimon, Scotland & Baumann, LLC (“MSB”) (Anthony Sodono, III, Esq. & Sari B. Placona, Esq.) to serve as counsel to the Corporation in the assignment for the benefit of creditors proceeding and authorizes a retainer to MSB of \$50,000¹ to represent the Corporation pre and post assignment; and it is further

RESOLVED, that this Written Consent shall serve in lieu of a special meeting of the stockholders of the Corporation, and the undersigned hereby waives all requirements as to notice of said meeting; and be it further

RESOLVED, that this Written Consent shall serve in lieu of a special meeting of the directors of the Corporation, and the undersigned hereby waives all requirements as to notice of said meeting; and be it further

RESOLVED, that this Written Consent may be executed by facsimile and ‘pdf’.

IN WITNESS WHEREOF, this Written Consent of the Director is executed and delivered as of the day and year first above written.



Anthony DiBattista, Director

¹ This amount is inclusive for the filing of the Deed of the Assignment for this Corporation and the two related companies: Lexington Property & Staffing, Inc. and HCHK Technologies, Inc.

STATE OF NEW YORK :
 : SS.
COUNTY OF *Dutchess* :

Anthony DiBattista, being duly sworn according to law and upon his oath, deposes and says the following:

I am the Director of the Assignor named herein, and I have been duly authorized by said Corporation to make, execute and verify the inventory and list of creditors annexed to the within Deed of Assignment.

The said inventory and assets of the Assignor's estate and the list of the Assignor's creditors and the amount of their respective claims which are attached to the within Deed of Assignment are true and correct in all respects according to the best of my knowledge, information and belief.

Sworn to me this 20th day
of April, 2023


NOTARY PUBLIC



HCHK PROPERTY MANAGEMENT, INC.
CASH, ACCOUNTS RECEIVABLE, FURNITURES, FIXTURE, EQUIPMENT²

1	Cash – Operating Account \$4,000 (Approx.)
2	Cash – Account \$4,674,000 (Approx.)
3	Cash – Account \$11,675,262 (Approx.)
4	Cash – Account \$387,000 (Approx.)
5	Cash – Account \$4,771,000 (Approx.)
6	Cash – Account \$1,431,000 (Approx.)
7	Cash – Account \$2,000,000 (Approx.)
8	Cash – Account \$6,000,000 (Approx.)
9	Cash – Account \$3,319,000 (Approx.)
10	Cash – Account \$200,000 (Approx.)

HCHK PROPERTY MANAGEMENT, INC. - LIST OF CREDITORS³

Multiple Creditors and/or Investors ⁴ -	\$29,961,730.52
	\$8,291,625.61
	\$9,933,943.64

² This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

³ This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

⁴ Names are being withheld due to confidentiality purposes.

HCHK PROPERTY MANAGEMENT, INC. - LIST OF PENDING LITIGATION⁵

-none known

⁵ This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

EXHIBIT C-3

COPY

510007/2023

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made this 20th day of April 2023, by and between Lexington Property and Staffing, Inc., a Delaware corporation, with a principal place of business 750 Lexington Avenue, New York, New York and resident in the County of New York within the meaning of N.Y. C.P.L.R. § 503(c), having maintained offices located at 750 Lexington Avenue, New York, New York, Federal Tax Identification Number 85-2374405, hereinafter referred to as "Assignor," and Brian W. Hofmeister, Esq., c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, hereinafter referred to as "Assignee."

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law as set forth in Article 2 of the New York Debtor and Creditor Law ("New York Debt. & Cred. Law");

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **TRANSFER OF ASSETS.** Assignor does hereby grant, convey, assign, transfer and set over to the Assignee, and any successor assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which now are, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, if any such assets exists, all ~~NEW YORK~~ personal property, tangible

COUNTY CLERK'S OFFICE

APR 25 2023

NOT COMPARED
WITH COPY FILE

and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, intellectual property, general intangibles, patents, insurance premium and/or policy refunds, copyrights, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of Assignor shall immediately vest with Assignee for the use and purpose hereinafter set forth.

2. **LEASES AND LEASEHOLD INTERESTS.** This Deed of Assignment includes all leases and leasehold interests in any asset of the Assignor, however, should Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished or abandoned without further liability or obligation to Assignee.

3. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. **POWERS AND DUTIES OF ASSIGNEE.** Subject to the provisions herein, Assignee shall hold and manage all of Assignor's property in trust and Assignee shall have all powers necessary to marshal and liquidate the estate including, but not limited to the following:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best and subject to the approval of the court, pursuant to Section 19 of the New York Debt. & Cred. Law, and Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title of same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to, all of Assignor's intellectual property, including patents,

copyrights, trademarks, trade names and any equipment, inventory, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best, pursuant to Section 19 of the New York Debt. & Cred. Law. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title of same. In this regard, Assignee shall have the power to: (i) employ an auctioneer and an appraiser to appraise said assets; (ii) to conduct any public sale of the assets; and (iii) to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other documents necessary to convey right, title, and interest in and to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants, appraisers, auctioneers, consultants, and any other additional personnel, including as the Assignee deems appropriate, former employees of Assignor, to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all state, county or federal tax returns as required.

e. To require all of Assignor's creditors or other parties in interest to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to New York law, as more specifically set forth in Section 5 of the New York Debt. & Cred. Law.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of Assignee or his nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon

and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priority amounts as to distribution only and not time of distribution, as follows:

- (1) FIRST, to deduct all sums which Assignee may at his option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- (2) SECOND, subject to paragraph 9 below, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to Assignee, as that term is hereinafter defined and the payment of reasonable compensation and expenses for the services of attorneys for the Assignee, accountants to Assignee, attorneys to Assignor for services related to the making of and administration of the general assignment and any other professionals Assignee deems necessary to properly administer the assignment estate.
- (3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal

governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

- (4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.
- (5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under Sections 21-a and 22 of the New York Debt. & Cred. Law, up to the statutory maximum as set forth in Sections 21-a and 22 of the New York Debt. & Cred. Law.
- (6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law, if any. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable him to make a reasonable distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective distribution checks from the Assignee, so long as any such distribution exceeds one percent (1%) of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of Assignor, as per the list of equity holders provided with the making of this Deed of Assignment.

i. To report to the court as required by Section 14 of the New York Debt. & Cred. Law as to the results of the Assignee's efforts in administering the assets in the assignment estate.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

k. To do and perform any and all other acts deemed desirable and/or necessary and proper for the wind-down of Assignor, including filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

5. **RIGHTS OF CREDITORS.** Creditors shall be given notice of the assignment and the right to file verified claims, which shall set forth whether any, and, if so, what securities are held for such claim, and whether any, and, if so, what payments have been made thereon. Whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the claim. All rights and remedies of creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein shall prevent any creditor from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property.

6. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither Assignee nor any of his employees, officers, agents, or representatives will assume any personal liability or responsibility for any of his acts as Assignee herein, but his obligations shall be limited to the performance of the terms and conditions of this Deed of Assignment in good faith and in the exercise of his best business judgment. Persons dealing with Assignee shall look only to the assignment estate to satisfy any liability incurred by Assignee in good faith to any such person in carrying out the terms of this Assignment and the Assignee shall have no personal or individual obligation to satisfy any such liability.

7. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

a. As of the date hereof and based on the information received to date, the list of creditors delivered concurrently herewith to the Assignee and as required under Section 4 of the New York Debt. & Cred. Law is complete and correct to the best of Assignor's knowledge as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them and that such schedule will be filed with the county clerk of the county where such assignment is recorded as well as provided to the Assignee.

b. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist Assignee in his orderly liquidation of Assignor's assets, including the execution of any documents required to further carry out the intent of this Deed of Assignment, the collection of any and all monies owing Assignor, and in the distribution of said monies and proceeds of asset sales to Assignor's creditors.


c. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to affect the wind-down of Assignor, including the filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

8. **POWER OF ATTORNEY.** Assignor, by this Deed of Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes, but is not limited to, the right of Assignee to prosecute any action in the name of Assignor as Attorney in Fact.

9. **ACCEPTANCE BY ASSIGNEE.** By execution of this Deed of Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform his duties according to the best of the Assignee's skill, knowledge and ability. It is understood that Assignee's compensation, excluding the reimbursement of all Assignee's out-of-pocket costs, including the payment of attorney's fees and costs, in connection with the administration of this estate and the wind-down of the Assignor, shall be an amount to be determined by the court up to 5% of the amount administered in accordance with Section 21 of the New York Debt. & Cred. Law. Assignee's compensation and reimbursement of out-of-pocket costs, including, but not limited to, attorney's fees and costs, shall be paid out of the proceeds of the liquidation of Assignor's assets.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day
and year first above written,

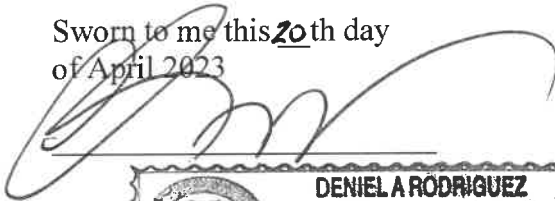
Lexington Property and Staffing, Inc.

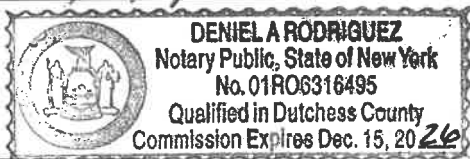


By: Anthony DiBattista

Its: President

Sworn to me this 20th day
of April 2023





ACCEPTANCE:

I, Brian W. Hofmeister, hereinabove named, do hereby accept the
Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to
the conditions set forth above.


Brian W. Hofmeister, Assignee

Sworn to me this ___th day
of April 2023

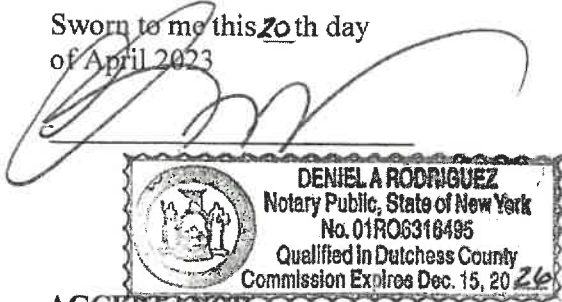
Notary Public

IN WITNESS WHEREOF, the parties have hereunto set their hands the day
and year first above written,

Lexington Property and Staffing, Inc.

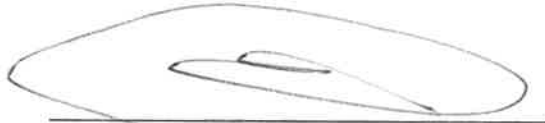

By: Anthony DiBattista
Its: President

Sworn to me this 20th day
of April 2023



ACCEPTANCE:

I, Brian W. Hofmeister, hereinabove named, do hereby accept the
Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to
the conditions set forth above.


Brian W. Hofmeister, Assignee

Sworn to me this 20th day
of April 2023


Notary Public

**WRITTEN CONSENT OF THE DIRECTOR
OF CORPORATION IN LIEU OF A SPECIAL MEETING OF
LEXINGTON PROPERTY AND STAFFING, INC.**

The undersigned, director of the corporation of Lexington Property and Staffing, Inc., (the "Corporation"), a Delaware corporation, with a principal place of business 750 Lexington Avenue, New York, New York, does hereby consent to, authorize and adopt the following in lieu of a special meeting as of the 2nd th day of April, 2023:

RESOLVED, that 99.9999% of the Corporation's shares are owned by Holy City Hong Kong Ventures, Ltd, BVI ("BVI") which authorized the execution of a Deed of Assignment and such other agreements, including but not limited to an interim management agreement with the Assignee, instruments and documents, and to take such other actions, as may be necessary or advisable in his sole discretion to carry out the intent of the foregoing which may be to continue ongoing operations of the Corporation to preserve going concern value should a sale be of interest; and it is further

RESOLVED, that the Corporation is hereby authorized to execute and deliver a Deed of Assignment for the Benefit of Creditors (the "Deed of Assignment") to Brian W. Hofmeister, Esq. (hereinafter the "Assignee"), with an address of c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, as Assignee; and it is further

RESOLVED, that the Corporation authorizes McManimon, Scotland & Baumann, LLC (Anthony Sodono, III & Sari B. Placona) to serve as counsel to the Corporation in the assignment for the benefit of creditors proceeding; such representation is commenced with a retainer in the amount of \$50,000¹ to represent the Corporation pre and post assignment; and it is further

RESOLVED, that this Written Consent shall serve in lieu of a special meeting of the stockholders of the Corporation, and the undersigned hereby waives all requirements as to notice of said meeting; and be it further

RESOLVED, that this Written Consent shall serve in lieu of a special meeting of the directors of the Corporation, and the undersigned hereby waives all requirements as to notice of said meeting; and be it further

RESOLVED, that this Written Consent may be executed by facsimile and 'pdf'.

IN WITNESS WHEREOF, this Written Consent of the Director is executed and delivered as of the day and year first above written.


Anthony DiBattista, Director

¹ This amount is inclusive for the filing of the Deed of the Assignment for this Corporation and the two related companies: HCHK Technologies, Inc. and HCHK Property Management, Inc.

STATE OF NEW YORK :
: SS.
COUNTY OF *Dutchess* :

Anthony DiBattista, being duly sworn according to law and upon his oath, deposes and says the following:

I am the Director of the Assignor named herein, and I have been duly authorized by said Corporation to make, execute and verify the inventory and list of creditors annexed to the within Deed of Assignment.

The said inventory and assets of the Assignor's estate and the list of the Assignor's creditors and the amount of their respective claims which are attached to the within Deed of Assignment are true and correct in all respects according to the best of my knowledge, information and belief.



Sworn to me this 20th day
of April, 2023


NOTARY PUBLIC

LEXINGTON PROPERTY AND STAFFING, INC.
CASH, ACCOUNTS RECEIVABLE, FURNITURES, FIXTURE, EQUIPMENT²

1	Cash – Operating Account \$50,000 (Approx.)
2	Cash – Account \$788,000 (Approx.)
3	Cash – Account \$1,322,000 (Approx.)

LEXINGTON PROPERTY AND STAFFING, INC. - LIST OF CREDITORS³

Name	Amount of Claim
ACA Capital Group, LTD	\$29,613,402.07
Golden Spring	\$570,434.96
Leading Shine	TBD
Saraca Media	TBD
Savio Law LLC	\$2,000,000

² This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

³ This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

LEXINGTON PROPERTY AND STAFFING, INC. - LIST OF PENDING LITIGATION⁴

- none known

⁴ This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

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

	X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , ¹	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	Adv. Proceeding No. 23-05013
Plaintiff,	:	
	:	
v.	:	
	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	X	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 1, 2023, the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all appearing parties by operation of the Court's case management/electronic case files system ("CM/ECF"). Parties may access this

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).

filing through CM/ECF.

Dated: September 1, 2023
New Haven, Connecticut

By: /s/ Patrick R. Linsey
Patrick R. Linsey (ct29437)
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