
DAR No. _____
Appeals Court No. 2026-P-0503

COMMONWEALTH OF MASSACHUSETTS
SUPREME JUDICIAL COURT

XINWEI CHRISTINE LIN,
Defendant–Appellant–Cross–Appellee, & others,
v.
MAY X. ZHOU,
Plaintiff–Appellee–Cross–Appellant, & others.

On Appeal from Judgments of the
Superior Court (Squires-Lee, J.)
(Nos. 1884CV02607, 1884CV02736,
2384CV01294)

APPLICATION FOR DIRECT
APPELLATE REVIEW

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REQUEST FOR DIRECT APPELLATE REVIEW

The Superior Court in this case awarded plaintiff unprecedented relief as the result of a cavalcade of substantive and procedural errors that call out for this Court's direct review. The lower court's errors included ordering a freeze-out plaintiff's reinstatement as a corporation's president, chief executive officer (CEO), and chief operating officer (COO) after plaintiff had been gone for *seven years*, during which time plaintiff *never* actively pursued that remedy. Crucially, the court ordered plaintiff's reinstatement without *any* analysis of the equities. Defendants asked the Appeals Court to stay the remedy pending appeal and that court declined, in doing so misstating precedent concerning both (1) preservation and (2) the need to consider the equities before granting equitable relief. The Superior Court also ordered defendants, who are the corporation's majority owners, to appoint enough independent directors to the board so that they no longer control their own company. And the Superior Court found a "freeze out" even though defendants did not cut off plaintiff's compensation from the company—indeed, even though defendants had offered plaintiff a *raise* in connection with a demotion, and even though plaintiff rejected a request that she return to the company just one week after the alleged freeze out. The finding of a freeze-out when plaintiff was being offered hundreds of thousands of dollars a year in compensation cannot be squared with decisions from this Court and the First Circuit (applying Massachusetts law).

This case presents crucial questions concerning the governance of closely-held corporations and the standards for both finding and remedying minority shareholder freeze-outs. Yet the Appeals Court's decision on defendants' stay motion suggests serious confusion or misunderstanding in the lower courts about this Court's precedents. This Court's intervention on direct appellate review is therefore vital.

This Court repeatedly has taken cases on direct appellate review to police the proper standards for freeze-out claims. *E.g.*, *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842 (1976); *Coggins v. New Eng. Patriots Football Club, Inc.*, 397 Mass. 525 (1986); *Pointer v. Castellani*, 455 Mass. 537 (2009). It should do so again here. First principles of corporate law are at stake. By ignoring guardrails established by this Court, the lower courts risk setting up Superior Court judges as unrestrained corporate overseers. Such judicial interventionism is especially problematic when, as here, the Superior Court orders major changes to corporate leadership—the appointment of a new president, CEO and COO, and the addition of independent directors—that were never litigated through trial and without any analysis of the equities.

For these reasons and those that follow, the Court should accept direct appellate review and reverse the judgment below.

PRIOR PROCEEDINGS

I. Overview of the Parties and Dockets

This application arises from a series of related cases filed in 2018 and 2023, all involving the following parties:

- Christine Lin and Steven Gao, a married couple who together are the majority shareholders (70%) of a group of interrelated companies including KnowledgeLink Group, Inc. (“KnowledgeLink”) and the Cambridge Institute of Business Research (“CIBR”).
- May Zhou, who owns the other 30% of KnowledgeLink and CIBR. Zhou had been employed by KnowledgeLink until July 2018.
- KnowledgeLink, a Massachusetts corporation.

In the first case, Dkt. No. 1884CV02607 (the “freeze-out case”), filed on August 20, 2018, Zhou sued Lin and Gao, alleging they had frozen her out of KnowledgeLink. Appendix (“App.”) 185-206. Zhou filed her operative Second Amended Complaint on August 6, 2019. App.207-42.

In the second case, No. 1884CV02736 (the “KnowledgeLink case”), filed on August 31, 2018, KnowledgeLink sued Zhou. *KnowledgeLink Group, Inc. v. Zhou*, No. 1884CV02736 (Mass. Super. Ct.). KnowledgeLink claimed that Zhou had breached her own fiduciary duties owed to the company. *See generally id.*, Dkt. No. 1.

In the third case, No. 2384CV01294 (the “derivative case”), filed on June 6, 2023, Zhou brought derivative claims against Lin and Gao on behalf of both KnowledgeLink and CIBR, alleging diversion of corporate opportunities. *See Zhou*

v. *Lin*, No. 2384CV01294 (Mass. Super. Ct.).

II. The Trial and Initial Judgment

These three cases were consolidated and, after discovery and motion practice, they proceeded together to a bench trial over twenty-four days from October 21, 2024, to January 10, 2025. App.703.

On April 9, 2025, the Superior Court issued its Findings of Fact, Conclusions of Law, and Order for Judgment. App.702-762. In the freeze-out case, the court found for Zhou on her claims for breach of fiduciary duty, aiding and abetting, civil conspiracy, and defamation, and found for Lin and Gao on Zhou’s claims for breach of contract and interference with advantageous relations. App.754-60. In the KnowledgeLink case, the court found the company had not proven its claims against Zhou. App.760. And in the derivative case, the court found in favor of Zhou on one claim—which alleged that Lin and Gao breached their fiduciary duties to KnowledgeLink through their handling of an entity called Shanghai Nuolin Business Consulting Co. Ltd. (“Shanghai Nuolin”)—but found against her on the other derivative claims. App.760. The court also ruled against KnowledgeLink on counterclaims it had asserted in the derivative case. App.761.

Turning to remedies, in the freeze-out case, the Superior Court awarded Zhou \$2,520,000 in damages for her fiduciary duty, aiding and abetting, and civil conspiracy claims, and \$1,000,000 in emotional-distress damages for her defamation

claim. App.761-62. In addition, the court ordered Lin and Gao to restore Zhou to her board positions, and to “reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions.” *Id.* For Zhou’s successful claim in the derivative case, the court ordered a forensic accounting of Shanghai Nuolin. App.762.

III. Post-Trial Proceedings in the Superior Court

On April 30, 2025, Lin and Gao filed a motion for reconsideration of the Superior Court’s order reinstating Zhou as KnowledgeLink’s president, CEO and COO. App.763-75. On May 6, Zhou filed an opposition, together with a cross-motion seeking Lin’s and Gao’s replacement by independent directors. App.776-98. KnowledgeLink filed a written opposition to Zhou’s cross-motion. App.799-806. On May 8, the court heard argument on these motions. App.807-10. The next day, the court issued an order denying Lin and Gao’s reconsideration motion and allowing Zhou’s cross-motion in part. Specifically, the court declined to remove Lin and Gao as directors, but ordered appointment of two independent directors to the relevant boards. App.830-31.

The parties then filed additional post-trial motions. On July 2, 2025, Zhou asked the Superior Court to make further findings and award her additional damages. No. 1884CV02607, Dkt. Nos. 310-311. The court denied that request on August 27,

2025. App.848-51. Next, on October 6, 2025, Lin and Gao filed a motion to amend the Superior Court's findings and judgment with respect to their statute-of-limitations defense to Zhou's derivative claim concerning Shanghai Nuolin. No. 2384CV01294, Dkt. Nos. 17-18. On December 30, 2025, the Superior Court issued additional findings on the statute-of-limitations issue, but declined to amend the judgment. App.865-69; App.870-77. Finally, on October 13, 2025, Lin and Gao moved for additional discovery in the freeze-out case concerning Zhou's testimony in a related case in China. No. 1884CV02607, Dkt. Nos. 347-348. The court denied that motion on December 30, 2025. App.878-85.

IV. Prior Proceedings in the Appeals Court

The Superior Court did not enter final judgment in the freeze-out case until January 6, 2026, meaning the reinstatement order operated as a preliminary injunction until that time. App.886. During that period, Lin and Gao challenged the order in the Appeals Court. First, they filed a notice of appeal under Mass. G.L. c. 231, § 118, second para., challenging the reinstatement order on the merits to a full panel. No. 1884CV02607-BLS2, Dkt. No. 302; No. 2025-P-1107.

Second, they filed a petition to a single justice of the Appeals Court for relief under G.L. c. 231, § 118, first para., and moved in the alternative for a stay pending appeal under Massachusetts Rule of Appellate Procedure 6. No. 2025-J-0423, Dkt. No. 2 at 14. A single justice denied Lin and Gao's request for a stay pending appeal

on July 7, 2025. *See* No. 2025-J-0423, Dkt. No. 9. Lin and Gao appealed the stay denial under Rule 6(i), and a panel of the Appeals Court affirmed. *See generally* *Zhou v. Lin*, 106 Mass. App. Ct. 1110, 2025 WL 3240062 (Nov. 20, 2025) (Rule 23.0).

Lin and Gao's merits appeal on the preliminary injunction was fully briefed on December 19, 2025. *See* No. 2025-P-1107. Before the merits appeal could be argued, however, the Superior Court entered final judgment in the freeze-out case and converted its preliminary injunction into a permanent injunction. App.886. Lin and Gao therefore moved the Appeals Court to dismiss their merits appeal from the preliminary injunction on mootness grounds, without prejudice; the Appeals Court granted the motion on January 30, 2026. *See* No. 2025-P-1107, Dkt. No. 24.

Lin and Gao timely noticed their appeal from the final judgment and permanent injunction in the freeze-out case on January 9, 2026. App.889-90. Zhou filed a cross-appeal on January 23, 2026. App.893-94.

Meanwhile, final judgment has also entered and appeals have been noticed in the KnowledgeLink and derivative cases. In the KnowledgeLink case, judgment entered on July 8, 2025, and the company noticed an appeal on July 21. App.844; App.845-47. Judgment in the derivative case entered on December 30, 2025; Lin and Gao noticed their appeal on January 9, 2026, and Zhou noticed a cross-appeal on January 23. *See* App.870-77; App.887-88; App.891-92.

The appeals from all three Superior Court cases were docketed on April 9, 2026. The Appeals Court consolidated the three cases under a single docket number, so they will be considered together on appeal. *See* No. 2026-P-0503.

FACTS RELEVANT TO THE APPEAL

The factual background set out below is undisputed by Lin and Gao for purposes of this application—it is drawn almost entirely from the Superior Court’s findings of fact in its April 9, 2025 decision, or recounts pleadings and decisions from the Superior Court and Appeals Court.

I. The parties establish a network of education-related businesses, including KnowledgeLink.

Lin and Gao are long-time entrepreneurs who are married. App.704. In 2009, they decided to go into business with Zhou. App.705. Together, the parties established numerous education-related businesses, including KnowledgeLink, the company most directly at issue in this case. App.705-07.

The parties’ first venture was the Cambridge Institute of Chinese Business Research. App.705. By 2015, that entity had evolved into the CIBR, which brought Chinese high-schoolers to the United States to attend private schools. *Id.* Between 2009 and 2015, the parties established around 15 more entities that composed the so-called “Cambridge Network,” many of which furnished services related to CIBR’s business model. App.705-06.

In 2013, the parties formed KnowledgeLink. App.707. In a variation on the

CIBR model, KnowledgeLink would be focused on exporting American-style education to China, for example by bringing American teachers and curricula to Chinese schools. *Id.* KnowledgeLink in turn formed a Chinese subsidiary—Chongqing Nuolin Business Information Consulting Co., Inc., or “KL China”—to facilitate its Chinese business by, for example, collecting tuition from KnowledgeLink’s partner schools. App.715-16. Zhou served as KnowledgeLink’s President and CEO starting in 2013. App.707.

The parties maintained the same ownership split across CIBR, the Cambridge Network companies, and KnowledgeLink: Lin and Gao together owned 70% and Zhou 30%. App.707. Lin, Gao, and Zhou constituted the board of directors for each of the companies. App.707, 709; App.831. Zhou did not have a formal employment agreement. App.709.

II. Corporate assets are misappropriated from KnowledgeLink on Zhou’s watch.

In 2014, Zhou hired Frank Zhou (no relation) as a CIBR employee. App.721. In 2016, Frank Zhou was transferred from CIBR to KnowledgeLink. *Id.* In June of that year, Zhou appointed him KL China’s managing director and legal representative. *Id.* Zhou continued to supervise Frank Zhou the entire time he worked for KL China. App.723. Around this same period, Zhou and Frank Zhou also worked together on the board of trustees of Chongqing KnowledgeLink Bashu International School, or “KLIS,” a school KnowledgeLink established to educate

expatriate children in China. App.718.

Zhou's hiring of Frank Zhou proved disastrous for KnowledgeLink. The Superior Court found that, between 2016 and 2017, Frank Zhou (or his business associate) falsely told Zhou that the Chinese government had issued KL China a "rectification notice," purportedly requiring KnowledgeLink either to make a capital contribution to KL China or to transfer its equity to a Chinese-owned company. App.716, 722, 725. On her own telling, Zhou gave Frank Zhou "a significant amount of autonomy" to address this issue and "authorized [him] to do what was necessary to keep KL China operable." App.723, 728. With that blank check, in May 2017 Frank Zhou transferred KL China's equity to a Chinese company he owned and controlled, using forged papers. App.722-23. KnowledgeLink's shareholders, including Lin and Gao, never voted to authorize or approve this equity transfer, and Lin had "made clear [to Zhou] ... that she [Lin] preferred KL China to remain a subsidiary of KnowledgeLink." App.722-23, 728.

When Lin learned of the transfer, she demanded that Zhou unwind it, but Zhou "replied that Frank Zhou was unwilling to unwind the transfer." App.728.

III. After she refuses a demotion coupled with a pay raise, Zhou is terminated from KnowledgeLink.

Lin and Gao pursued several courses of action to secure the return of KL China's equity. They continued to demand that Zhou take action; advocated for a government investigation that resulted in an order from Chinese authorities

rescinding the transfer; and prompted a criminal prosecution of Frank Zhou, which remains pending.¹ App.724, 729, 740, 743; App.801, 804-06. Lin and Gao also exerted greater oversight and control over KnowledgeLink by, among other things: reconfiguring KnowledgeLink's board; bringing KnowledgeLink formally into the Cambridge Network; and ultimately removing Zhou as KnowledgeLink's CEO in June 2018, with Lin taking over the role. App.728-29, 732, 734.

Although Lin and Gao removed Zhou from the CEO role, they did not immediately terminate her from company management. Instead, they asked her to accept a demotion to COO, a demotion they sweetened with a pay raise. Specifically, on June 11, 2018, they offered Zhou the COO position along with a salary of \$250,000, or roughly \$25,000 more than Zhou had been making as CEO. App.732; App.486 ¶¶127-28; App.672 (82:23-83:3).

On June 28, 2018, after two weeks without a response from Zhou, KnowledgeLink's Director of Human Resources set July 9, 2018, as the deadline for an answer. App.732. On July 5, nearly a month after first being offered the position, Zhou asked if she could have more time to consult with counsel. App.733.

¹ At the time the Superior Court issued its decision on April 9, 2025, the Chinese investigation of Frank Zhou had resulted in a decision not to prosecute. App.744, 762. On April 18, 2025, however, that decision was reversed on appeal and Frank Zhou was ordered to stand trial for embezzlement. App.806. The trial was held on September 18, 2025. No. 1884CV02607, Dkt. No. 358, at 2. As of the date of this filing, a decision remains pending.

KnowledgeLink's General Counsel and Human Resources Director recommended that Lin not grant that request. *Id.*; App.684 (10:00:52-10:01:22).

The July 9 deadline came and went without further response from Zhou. Notably, she never testified that she had any intention of even possibly accepting the COO position. On July 10, 2018, KnowledgeLink terminated her. App.733-34. In doing so, the company cited her failure to sign a non-compete and non-disclosure agreement, her "misconduct [in] exposing company assets (A/R) under risk of non-collection," the "transfer of KL China ownership without board approval," and "the refusal to return the shares of KL China back to KnowledgeLink." App.733 (cleaned up).

Even then, however, Lin and Gao tried to keep Zhou at the company. Only a week after Zhou's termination, Lin asked Zhou if she would return to KnowledgeLink. App.735; App.714. Zhou flatly rejected this offer to return. She sent Lin an email on July 24, 2018, stating: "You proposed that you would like to have me back and continue to work with you. As some [sic] many things happened and violated our partnership agreement, I did not think that is feasible and asked you to be focus [sic] more on the resolution of moving forward." App. 184; App.735.

On August 14, 2018, Zhou was removed from the boards of KnowledgeLink and the other Cambridge Network companies "because of her unauthorized transfer of ownership of KL China to a third party." App.737.

IV. Zhou sues Lin and Gao, but never develops her claims for reinstatement.

On August 20, 2018, a month after refusing Lin's offer to return to KnowledgeLink, Zhou sued Lin and Gao alleging, *inter alia*, a minority shareholder freeze-out. *See supra*, p. 8. In her complaint, Zhou included a brief request that the court restore her to the company boards and "[r]estore [her] as employee, ... CEO, and President of KnowledgeLink." App.206. Zhou's operative Second Amended Complaint, filed in August 2019, contained a materially similar request. App.241.

Beyond this cursory reference to reinstatement in her complaints, Zhou never actively sought reinstatement to the company's management. For example, she did not move for a TRO or preliminary injunction seeking reinstatement, even as she *did* file a motion seeking preliminary injunctive relief with respect to dividend payments and related-party transactions (which the Superior Court denied). App.243, 245.

When the case proceeded to trial in late 2024, Zhou again remained silent on reinstatement. She did not mention it in the parties' joint pretrial memorandum. App.246-320. Nor did she mention it in her proposed findings of fact and conclusions of law. App.451-599; App.650-64. Her proposed conclusions of law contained a discussion of remedies for a minority shareholder freeze-out, but the only equitable remedy specifically mentioned was an equitable accounting. App.655. Zhou's proposed conclusions of law also contained no reference to the equitable factors governing injunctive relief. *See* App.651-56 ¶¶1-17.

At trial, Zhou introduced no testimony or exhibits to show that reinstatement would be equitable or even feasible. The question what equitable relief Zhou wanted came up at trial, and Zhou did not mention reinstatement then either. During a colloquy, the Superior Court asked: “What is [Zhou] seeking in terms of equity?” App.680 (32:12-13). Zhou’s counsel identified only two forms of relief: “an accounting,” along with “removal” of Lin and Gao “from the board of directors” of KnowledgeLink. *Id.* (32:14-22)

V. The Superior Court finds in favor of Zhou on her freeze-out claim and *sua sponte* orders Zhou’s reinstatement.

On April 9, 2025, the Superior Court issued its Findings of Fact, Conclusions of Law, and Order for Judgment.

On Zhou’s freeze-out claim, the Superior Court found that “KnowledgeLink believed that Zhou ... was negligent in connection with the transfer of KL China’s equity.” App.743. The court also credited evidence showing that Lin and Gao had offered Zhou the COO position together with a \$250,000 salary after removing her as CEO; that Zhou was terminated only after she failed to respond to this offer; and that Lin asked Zhou to return to the company a week later and she declined. App.732-33, 735. Nonetheless, the court held that Lin and Gao had frozen Zhou out by ultimately terminating her and removing her from the companies’ boards. App.754. The court issued a split decision with respect to Zhou’s other claims in the freeze-out case; found for Zhou in KnowledgeLink’s claims against her; and also

found for Zhou on a subset of her claims in the derivative case, for which the court ordered a forensic accounting. App.760-61.

As a remedy for her termination, the Superior Court awarded Zhou \$1.8 million in back-pay damages. App.758. In addition, the court ordered Lin and Gao to “reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions” “within sixty days of the date of this Order,” and to reinstate her to the KnowledgeLink and CIBR boards App.761-62. In *sua sponte* awarding this relief, the Superior Court did not make any findings of fact on reinstatement. The court also did not address the traditional equitable factors governing the issuance of injunctive relief. The court also awarded Zhou \$1 million in emotional distress damages on her defamation claim. App.760-61.

VI. The Superior Court refuses to reconsider its reinstatement order and further orders appointment of independent directors.

On April 30, 2025, Lin and Gao moved for emergency reconsideration of the reinstatement order or, in the alternative, a stay of the order pending appeal. App.763. Among other things, they argued that “the reinstatement injunction is unprecedented and commercially and practically unworkable.” App.769 (capitalization and bolding removed). They reported that “a 50-state search came up empty” for cases ordering reinstatement of a top-level executive on remotely comparable facts. App.770. They also stressed that “[t]he hostility between the

parties is beyond repair,” that “Zhou’s conflicting interests also render impractical her service as chief executive,” and that “Zhou did not ask for reinstatement as an officer in her proposed conclusions of law or findings of fact, or in her opening statement or closing argument.” App.771, 773.

On May 6, Zhou opposed Lin and Gao’s motion and filed a cross-motion, asking the court to remove Lin and Gao from their board seats and replace them with independent directors. App.776-98. At the May 8, 2025, hearing on these motions, the question whether Zhou had waived her request for reinstatement by not addressing it at trial—and for years before that—was extensively discussed. Lin and Gao stressed that Zhou and her counsel “didn’t move for a preliminary injunction ... and by the time they got to trial, they had abandoned it. They didn’t ask for that relief in their proposed findings, conclusions, opening or closing which tells you something.” App.812; *see also* App.812-13 (citing cases). The Superior Court acknowledged that Zhou had not raised reinstatement at trial, responding to counsel’s argument that “this was never requested as relief in the trial” by stating “[b]ecause it’s within my equitable jurisdiction.” App.812.

As to the equities of reinstatement, the Superior Court acknowledged that the principals would be unable to work together productively. App.817; App.824-64. The court suggested that adding two independent directors to the board would serve to ameliorate the parties’ inability to work together. App.817-18. The court did not

explain how the independent directors would compensate for Zhou’s unfamiliarity with the company after a seven-year absence—even though Zhou’s counsel admitted during the hearing that Zhou “has been on the outside for a very long time and really doesn’t know what has been going on with the business.” App.822.

After hearing argument, the Superior Court declined to issue any new findings of fact. App.819 (“So on the findings of fact, they are what they are.”). The court did not address the waiver issue and so provided no analysis of whether and how Zhou had preserved reinstatement as a remedy.

On May 9, 2025, the Superior Court issued an order denying Lin and Gao’s reconsideration motion and allowing Zhou’s cross-motion in part. App.828; App.829; App.830-32. The court “reaffirm[ed] all its findings of fact and conclusions of law in its” previous post-trial opinion. App.830-31. The court also ordered the parties to appoint two independent directors to the company boards, without making any relevant findings or addressing the equitable factors. App.831.² The court extended the deadline for compliance with the reinstatement order to July 9, 2025, but denied Lin and Gao’s request for a stay of the reinstatement order pending appeal. *Id.*

² Lin and Gao’s counsel preserved their objections by making clear they were “not consenting to the need for the two independent directors or [Zhou’s] reinstatement as CEO,” and reserved all appellate rights. App.827.

VII. While the reinstatement order operates as a preliminary injunction, Lin and Gao seek immediate relief from the Appeals Court.

Lin and Gao pursued two immediate paths for relief from the Superior Court’s reinstatement order. First, they initiated an appeal on the merits by filing a notice of appeal “from all preliminary injunction[s] granted” in the Superior Court’s May 9, 2025, order. App.833-34. Second, they filed a single justice petition requesting either interlocutory relief under Mass. G.L. c. 231, § 118, first para., or a stay of the reinstatement order under Mass. R. App. P. 6 pending all appeals. App.838-39. The Single Justice declined to grant either form of relief, and Lin and Gao appealed the denial of a stay to a full panel under Rule 6(i). *See* No. 2025-P-0844.

After expedited briefing and argument, the Appeals Court affirmed the Single Justice’s denial of a stay. *Zhou v. Lin*, 106 Mass. App. Ct. 1110, 2025 WL 3240062 (Nov. 20, 2025) (Rule 23.0). On waiver, the panel reasoned that “[i]t would not be unreasonable to conclude that [Zhou] fairly preserved her request for reinstatement by pleading it in her complaint”—even if Zhou had “not rais[ed] that issue in the joint pretrial memorandum, in her proposed findings of facts and conclusion of law, or at trial.” *Id.* at *2. As for the Superior Court’s failure to address the equitable factors or enter any relevant findings, the panel rejected Lin and Gao’s “content[ion] that the judge should have made more express findings focused on the equities of reinstatement,” and concluded that “the extensive findings of fact and conclusions of law issued by the judge” as to liability were sufficient. *Id.*

On January 2, 2026, final judgment entered in the freeze-out case. App.886. In its final judgment, the Superior Court re-issued its orders reinstating Zhou and directing appointment of independent directors, now as permanent rather than preliminary injunctive relief. *See id.* Entry of judgment and conversion of the reinstatement order to a permanent injunction mooted Lin’s and Gao’s pending appeal on the merits of the reinstatement order as a preliminary injunction, which the Appeals Court dismissed without prejudice. *See* No. 2025-P-0844, Dkt. No. 24.

ISSUES PRESENTED

While Lin and Gao expect the parties to raise many other issues in their consolidated appeals and cross-appeals, they believe that the following issues in the freeze-out case warrant direct appellate review by this Court:

1. Whether the Superior Court committed legal error in holding Lin and Gao engaged in a corporate freeze-out, where Lin and Gao offered to keep Zhou on as COO with a \$25,000 raise and Zhou refused an offer to return to the company.

Lin and Gao preserved this issue in their arguments to the Superior Court on liability for the freeze-out claim. App.384-85 ¶¶326-32; App.617-618 ¶¶77, 80; App.669 (48:14-17); App.691-92 (54:22-55:1); App.695, 698.

2. Whether the Superior Court committed legal error by ordering Zhou’s reinstatement to KnowledgeLink management as a matter of its “equitable jurisdiction,” when plaintiff herself had not litigated that remedy through trial.

Lin and Gao raised and preserved this issue below in, *e.g.*, their motion for reconsideration filed in the Superior Court. App.763-75. They also raised this issue with the Appeals Court. *See, e.g.*, App.855-64.

3. Whether the Superior Court committed legal error by ordering Zhou's reinstatement without considering the equitable factors for permanent injunctive relief or entering findings with respect to those factors.

Lin and Gao raised and preserved this issue in, *e.g.*, their motion for reconsideration filed in the Superior Court. App.763-75. They also raised this issue with the Appeals Court. *See, e.g.*, App.855-64.

4. Whether the Superior Court committed legal error in ordering appointment of independent directors to take control of a company away from the majority shareholders, because such relief is unsupported by this Court's freeze-out cases and is contrary to basic principles of corporate law.

Lin and Gao preserved this issue in their oral objection to the Superior Court during the hearing on Zhou's post-trial motion requesting this relief. *See* App.827.

ARGUMENT ON THE ISSUES

I. The Superior Court's freeze-out finding is contrary to precedent.

The Superior Court's decision finding a freeze-out was error, for at least two reasons.

First, majority shareholders must have "a large measure of discretion" in

running their business. *Wilkes*, 370 Mass. at 850-51. This Court specifically has recognized that majority owners have significant latitude to exercise their ordinary business judgment “for example, in declaring or withholding dividends ... establishing the salaries of corporate officers, dismissing directors with or without cause, and hiring and firing corporate employees.” *Id.*

Consistent with the majority’s “large measure of discretion” with respect to issues touching on compensation, this Court has explained that archetypical “freeze-outs” happen when “the minority stockholders” are “cut off from *all* corporation-related revenues.” *Donahue v. Rodd Electrotpe Co. of New England, Inc.*, 367 Mass. 578, 590-91 (1975) (emphasis added). As the First Circuit observed decades ago, one of the “*necessary* ingredients of a freeze-out of minority shareholders” is a “find[ing] that [the majority shareholder] took actions to ensure that [the minority] would not receive *any* financial benefits” from the company. *Sugarman v. Sugarman*, 797 F.2d 3, 8 (1986) (emphases added). Freeze-out claims should not be used to litigate mere adjustments in corporate titles and compensation.

Zhou did not make the necessary showing. In June and July 2018, Lin and Gao attempted to *demote* Zhou, not *terminate* her: They removed her from the CEO position but offered her the COO post, with a salary of \$250,000. App.732-33, 735, 743. That proposed salary would have granted Zhou a *raise*. App.486 ¶¶127-28. The company held the offer open to Zhou for a month. While Zhou never rejected

the offer, she never accepted it and never testified that she had any intention of accepting it. It was only after Zhou failed to respond by a deadline that Lin and Gao terminated her. App.732-33, 735. Even then, Lin met with Zhou just a week later and asked her to return. *See supra*, p. 17. Zhou rejected that offer, stating in writing that she did not want to return. App.735; App.184. Under *Donahue* and *Sugarman*, Zhou's failure to accept a highly-compensated executive position and rejection of a request that she return are not the facts of a freeze-out.

Second, and in any event, “[n]ot every discharge of an at-will employee of a close corporation who happens to own stock in the corporation gives rise to a successful breach of fiduciary duty claim.” *Merola v. Exergen Corp.*, 423 Mass. 461, 466 (1996). “[T]he majority interest [in a close corporation] must have a large measure of discretion” in, among other things, “hiring and firing corporate employees.” *Id.* at 464 (citation omitted). Courts thus ask “whether the controlling group can demonstrate a legitimate business purpose for its action,” and if so, whether “the majority could have achieved the same legitimate objective through an alternative course of action less harmful to the minority’s interest.” *Leader v. Hycor, Inc.*, 395 Mass. 215, 222 (1985) (quoting *Wilkes*, 370 Mass. at 851).

Here, Lin and Gao had a legitimate business purpose to remove Zhou as CEO, and to terminate her when she did not accept the COO position. Indeed, the Superior Court found that “KnowledgeLink believed that Zhou ... *was negligent* in connection

with” Frank Zhou’s “transfer of KL China’s equity.” App.743 (emphasis added); see also App.741 (“May Zhou made the mistake of negligence” (quoting Lin)). The evidence further showed that Zhou was ineffective in recovering the misappropriated assets. See *supra*, p. 15.

On these facts, and taking into account the “large measure of discretion” afforded majority shareholders, *Wilkes*, 370 Mass. at 851, it was reasonable for Lin and Gao to remove Zhou from the CEO position, and then to terminate her after she refused to accept the COO position. It certainly was not a freeze out.

II. The Superior Court erred by ordering Zhou’s reinstatement under its “equitable jurisdiction,” when Zhou never actively pursued that remedy.

Zhou may have mentioned reinstatement as a remedy for the alleged freeze-out in her 2019 complaint, but she then ignored it all the way through trial. That was waiver. “[F]ailure to raise [a] question at trial constitutes a waiver of this aspect of the plaintiff’s claim.” *M.B. Claff, Inc. v. MBTA*, 59 Mass. App. Ct. 669, 677-78 & n.9 (2003). The law “prohibit[s] judges from basing their decisions on issues neither raised nor litigated by the parties.” *Slade v. Slade*, 43 Mass. App. Ct. 376, 379 (1997) (cleaned up); accord *Cavanagh v. Cavanagh*, 490 Mass. 398, 426 (2022) (trial judge abused discretion in reaching issues beyond scope of pre-trial order). Due to “elements of surprise and unfairness,” “serious problems may be created whenever a judge bases a decision on an issue that is not before the court, including the

possibility that a party may be effectively foreclosed from presenting any evidence on the very issue that turns out to be dispositive[.]” *Slade*, 43 Mass. App. Ct. at 379 (cleaned up). Courts have held that it is an abuse of discretion to grant an injunction that a party did not pursue during trial. *E.g.*, *Peterson v. Bell Helicopter Textron, Inc.*, 806 F.3d 335, 339-41 (5th Cir. 2015).

That happened here with the reinstatement order. The Superior Court thought Zhou’s waiver did not matter because it had “equitable jurisdiction” to order reinstatement. But whatever jurisdiction the court has in the abstract, Zhou still needed to show that the equitable factors were satisfied based on the trial record *in this case*. See *Kenyon v. City of Chicopee*, 320 Mass. 528, 534 (1946). But Zhou never tried to explain, whether in her pretrial papers or at trial, how her reinstatement satisfied this standard, nor did she enter any relevant evidence. Indeed, Zhou’s counsel did not even mention reinstatement when the Superior Court directly asked “[w]hat is [Zhou] seeking in terms of equity?” See *supra*, p. 19. He only mentioned other remedies.

This was no mere foot fault, but was incredibly prejudicial to Lin and Gao. Had they known reinstatement was a live issue, they could have submitted evidence and briefing to show why reinstatement is inequitable here. The Superior Court’s action also flipped the burden of proof: In effect, Zhou was relieved of her burden of showing to the Superior Court why she is entitled to the extraordinary remedy of

a permanent injunction. Instead, Lin and Gao have been forced on appeal to argue why the injunction was an abuse of discretion.

III. The Superior Court’s failure to analyze the equitable factors and make relevant findings on reinstatement requires at least vacatur.

The Superior Court entered the reinstatement order without ever considering the equitable factors or entering pertinent findings. That was error.

When “the record does not suggest that the judge either considered the proper legal standards for the allowance” of an “injunction or evaluated the factual circumstances relevant to” injunctive relief, a reviewing court “must conclude that the judge’s order constituted an abuse of discretion.” *Doe v. Superintendent of Schs. of Weston*, 461 Mass. 159, 165 (2011). That principle is reinforced by this Court’s freeze-out cases, which emphasize that “[a]n evidentiary hearing is appropriate to determine” whether equitable relief such as reinstatement is warranted, and that the trial court “should make findings” to support such relief. *Brodie v. Jordan*, 447 Mass. 866, 873 & n.8 (2006) (remanding for findings on equitable relief in freeze-out case); *Pointer*, 455 Mass. at 560 (similar). A trial court simply cannot order reinstatement without considering the equities.

The Superior Court’s failure to perform that analysis here requires, at a minimum, vacatur and a remand. *Doe*, 461 Mass. at 165. The better course, however, is to reverse outright. Had the Superior Court considered the equities, precedent would have required it to conclude that reinstatement is “an inequitable

solution.” *Coggins*, 397 Mass. at 540. Indeed, reinstatement on this record is literally unprecedented.

In the freeze-out context, when “litigation has gone on for many years” and “[t]he passage of time has made the [original] position of the parties difficult, if not impossible, to restore,” then “the interests of the corporation and of the plaintiffs will be furthered best by limiting the plaintiffs’ remedy to an assessment of damages.” *Coggins*, 397 Mass. at 536; *accord Pointer*, 455 Mass. at 560 (reinstatement must be justified by present “circumstances”). For that reason, courts in Massachusetts and elsewhere consistently refuse to order reinstatement when the plaintiff has been long absent from the company and the principals’ relationship has broken down.³ Lin and Gao are unaware of any case granting reinstatement on facts like these: where the plaintiff has not worked at the company (or anywhere else, *see* App.672 (83:22-84:2)) for seven years and is still actively litigating *against* the company (in the KnowledgeLink case).

IV. The injunction requiring appointment of independent directors was unprecedented and contrary to fundamentals of corporate law.

“While the scope of equitable relief is within the sound discretion of the trial judge, ... such discretion is not without limit[.]” *Governo L. Firm LLC v. Bergeron*,

³ *E.g.*, *Leslie v. Bos. Software Collaborative, Inc.*, 2002 WL 532605, at *9 (Mass. Super. Ct. Feb. 12, 2002); *Bontempo v. Lare*, 444 Md. 344, 372, (2015); *Musto v. Vidas*, 281 N.J. Super. 548, 561 (N.J. App. Div. 1995).

487 Mass. 188, 198 (2021) (cleaned up). The Superior Court committed legal error by ordering Lin and Gao, the majority shareholders of KnowledgeLink and CIBR, to agree with Zhou on appointing two new independent directors. The net effect is that the majority shareholders Lin and Gao have been stripped of control over their own company. Zhou and the independent directors could make fundamental business decisions—such as opening and closing business lines, diluting shareholders by issuing new equity, or rewriting the company bylaws—opposed by the company’s majority owners. See G.L. c. 156D, § 8.01(b) (board is invested with “[a]ll corporate power”).

Restructuring a closely held company to deprive its majority shareholders of board control is inequitable and unprecedented on the facts of this case. This Court has explained that an equitable “remedy should, to the extent possible, restore to the minority shareholder those benefits which she reasonably expected, but has not received because of the fiduciary breach.” *Brodie*, 447 Mass. at 870-71. But when an injunction provides relief that “exceed[s]” a minority shareholder’s “reasonable expectations of benefit,” the trial court has abused its discretion. *Id.*

That happened here. The Superior Court’s order stripping Lin and Gao of board control is completely untethered to the fiduciary breach at issue. Even if Zhou had some expectation of continued *employment*, there is no evidence or finding that she had a reasonable expectation of potentially *controlling* KnowledgeLink and

CIBR alongside new independent directors. This Court has only countenanced reshaping a company's governance structure by injunction when the fiduciary breach involved "massive wrongdoing" undertaken to fraudulently amass a majority stake in a closely-held company. *See Demoulas v. Demoulas*, 428 Mass. 555, 556-58, 577, 590-91 (1998). Nothing like that was remotely alleged here, much less proven.

Tellingly, and once again, the Superior Court never even analyzed the equities of imposing two new independent directors or made any factual findings for this injunction. If a court is going to order such an unprecedented and drastic remedy, it should do so with briefing and a fully developed record, not on the fly during hearings on post-trial motions. And it should enter findings on the equities to facilitate appellate review.

At bottom, the Superior Court's order runs contrary to basic principles of corporate law. Again, this Court has stressed that "the controlling group in a close corporation must have a large measure of discretion" over company activity. *Wilkes*, 370 Mass. at 850-51. Yet the Superior Court has now deprived Lin and Gao of that lawful discretion, by reconstituting the board such that a majority of directors can exercise "[a]ll corporate power" *against* the majority shareholders' wishes. G.L. c. 156D, § 8.01(b).

REASONS TO GRANT DIRECT APPELLATE REVIEW

Direct appellate review is warranted because this case presents "novel

questions of law which should be submitted for final determination to the Supreme Judicial Court,” and “questions of such public interest that justice requires a final determination by the full Supreme Judicial Court.” Mass. R. App. P. 11(a). This Court regularly has found the criteria for direct appellate review satisfied in significant freeze-out cases. *E.g.*, *Wilkes*, 370 Mass. 842; *Coggins*, 397 Mass. 525; *Pointer*, 455 Mass. 537. This case is of comparable significance, for several reasons.

I. This Court should exercise direct appellate review to clarify the proper standard for finding a corporate freeze-out.

The Court should exercise direct appellate review to reaffirm that its precedents mean what they say: To prove a freeze-out, a minority shareholder must show that she has been “cut off from *all* corporation-related revenues” by the majority. *Donahue*, 367 Mass. at 590-91 (emphasis added); *accord Sugarman*, 797 F.2d at 8 (a “necessary ingredient[] of a freeze-out of minority shareholders” is a “find[ing] that [the majority shareholder] took actions to ensure that [the minority] would not receive *any* financial benefits” from the company (emphasis added)). As noted, *see supra*, pp. 25-26, that standard makes sense. Precisely because majority shareholders must have “a large measure of discretion” in running their business, this Court has long warned against “the imposition of limitations on legitimate action by the controlling group in a close corporation which will unduly hamper its effectiveness in managing the corporation in the best interests of all concerned.” *Wilkes*, 370 Mass. at 850-51.

Here, Zhou may have been demoted, but that demotion was coupled with an increase in compensation. And Zhou indisputably refused an offer to return to the company just a week after her termination. Lin and Gao did not cut her off from all compensation, but the Superior Court never even addressed this fact in its decision.

The Superior Court's decision threatens serious negative consequences. Majority shareholders may now be on the hook for significant money damages and injunctive relief just for demoting a minority shareholder, who refuses to accept the demotion and refuses to return to the company. Closely-held corporations will be paralyzed if the specter of liability hangs over such routine business decisions. Courts, too, will face serious challenges to their resources and institutional competence if they are regularly dragged in to referee more mundane disputes within closely held companies. The Court should intervene now to prevent these serious distortions of the freeze-out standard.

II. Direct appellate review is warranted due to confusion in the lower courts over courts' authority to *sua sponte* impose equitable remedies.

This Court should exercise direct review in light of the persistent misapplication of fundamental legal standards by the courts below in this case—at both the appellate and trial levels—concerning (a) a plaintiff's need to prove entitlement to equitable remedies, and (b) a court's need to analyze the equitable factors.

Starting at the appellate level, the Appeals Court's decision in the stay appeal

suggested that all Zhou needed to do to preserve entitlement to the reinstatement remedy was to list it in her complaint—even if she did “not rais[e] that issue in the joint pretrial memorandum, in her proposed findings of facts and conclusion of law, or at trial.” *Zhou*, 2025 WL 3240062, at *2. That is flatly contrary to precedent from both this Court and the Appeals Court, under which trial judges cannot grant relief that a party has not actively pursued through trial. *M.B. Claff*, 59 Mass. App. Ct. at 677-78 & n.9; *Cavanagh*, 490 Mass. at 426-27; *Slade*, 43 Mass. App. Ct. at 378-79.

Equally wrong was the stay panel’s suggestion that the Superior Court’s failure to address the equitable factors could be cured by “findings of fact and conclusions of law” on *other* issues. *Zhou*, 2025 WL 3240062, at *2. This Court has held otherwise—even if a trial court’s *liability* ruling is well supported by findings, a judge necessarily abuses her discretion when she grants injunctive relief without ever “consider[ing] the proper legal standards for [its] allowance.” *Doe*, 461 Mass. at 165. This Court repeatedly has remanded freeze-out cases for a consideration of the equitable factors, when findings concerning the equities of injunctive relief were lacking. *Brodie*, 447 Mass. at 873 & n.8 (2006) (remanding for findings on equitable relief in freeze-out case); *Pointer*, 455 Mass. at 560 (similar for reinstatement relief).

The Superior Court also misunderstood the need for Zhou to actively litigate

reinstatement through trial, and the need for the court to consider the equities and enter relevant factual findings. When Lin and Gao raised the fact Zhou had not litigated reinstatement through trial, the Superior Court did not disagree. Instead the court suggested that did not matter, “[b]ecause it’s within my equitable jurisdiction.” App.812. Indeed, the Superior Court never actually held that Zhou *had* preserved her claim for reinstatement. And when Lin and Gao raised the absence of findings concerning the equities, the court expressly declined to make any new findings, including with respect to the new order requiring the appointment of additional independent directors. From all appearances, that court believes it can award equitable remedies that plaintiff never actively pursued and without any express consideration of, or findings concerning, the equities.

In the type of complex corporate governance and commercial disputes that go before the Business Litigation Session, judges should not understand themselves to be empowered to award sweeping injunctive relief upending corporate management *regardless* whether plaintiff even preserved a request for it, and without any consideration of the equities. That completely upends “the principle of party presentation” inherent “[i]n our adversarial system of adjudication.” *United States v. Sineneng-Smith*, 590 U.S. 371, 375 (2020). And it will result in poorer outcomes, as judges refashion corporations without even the benefit of prior adversarial briefing and the submission of relevant evidence. It is both unfair and unwise.

This Court should step in. It should correct the confusion in the lower courts, and reaffirm the bedrock standards for preserving and establishing entitlement to injunctive relief.

III. Direct appellate review is warranted because the decision below threatens to upend basic principles of corporate governance.

Direct review in this Court is necessary because the Superior Court’s decision seriously undermines basic principles of Massachusetts corporate law.

Majority shareholders are supposed to ultimately call the shots for the companies they own. Massachusetts statutory law expressly provides majority shareholders control over the election of directors. *See* Mass. G.L. c. 156D, § 7.28(a) (“directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present”). The directors elected by the majority shareholders then set the policy for the company and supervise its operations. *Id.* § 8.01(b) (board has “[a]ll corporate power”). The principle that majority shareholders select the board is especially important in closely-held corporations—again, this Court has “acknowledge[d] the fact that the controlling group in a close corporation must have some room to maneuver in establishing the business policy of the corporation,” and indeed “must have a large measure of discretion, for example, in declaring or withholding dividends, deciding whether to merge or consolidate, establishing the salaries of corporate officers, dismissing directors with or without cause, and hiring and firing corporate employees.” *Wilkes*,

370 Mass. at 851. The freeze-out doctrine is meant to act as a modest check on that principle of majority-shareholder primacy, not a weapon for its nullification.

By virtue of the extraordinary injunction in this case, however, Lin and Gao have been deprived of the lawful measure of control to which they are entitled as the majority shareholders. The Superior Court has dramatically altered the relevant companies' governance structure, adding two seats to the originally three-member boards and requiring Lin and Gao to agree with Zhou on independent directors to fill those seats. So Lin and Gao, even though they own 70% of the company stock, no longer have control of the boards—when Zhou and the independent directors are aligned, “[a]ll corporate power” can be exercised at *their* discretion, no matter how strenuously Lin and Gao object. G.L. c. 156D, § 8.01(b). So, for example, Zhou and the independent directors could change or shut down company business lines; sell off vital company assets; issue new shares or whole new classes of stock to dilute the majority shareholders; or amend company bylaws to radically change the governance procedures. If they do, then there is nothing Lin and Gao can do about it, despite being the majority shareholders.

That turns basic principles of corporate law on their head. And it does so without any justification rooted in the alleged freeze-out at issue here, which involved Zhou's claim that she reasonably expected employment in the company, *not* any claim that Zhou expected to be able to control the company alongside

independent directors. *Cf. Demoulas*, 428 Mass. at 556-58, 577, 590-91 (injunction altering company's ownership and governance structure justified by "massive wrongdoing" of a party who fraudulently amassed ownership stake). Thus, "the remedy [here] had the perverse effect of placing [Zhou] in a position superior to that which she would have enjoyed had there been no wrongdoing." *Brodie*, 447 Mass. at 872.

The Court therefore should take this case on direct appellate review to safeguard the interests of majority shareholders in a corporation, and remind the lower courts that the scope of any injunction in a freeze out case must be tailored to the precise breach of fiduciary duty.

CONCLUSION

For the foregoing reasons, the Court should grant this application for direct appellate review and reverse the judgments below.

Dated: April 30, 2026

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

Pursuant to Rule 16(k) of the Massachusetts Rules of Appellate Procedure, the undersigned counsel states that this application complies with the rules of court that pertain to its filing, including but not limited to Mass. R. App. P. 11(b).

This application was prepared using Microsoft Word 2016 in 14-point Times New Roman, a proportionally spaced typeface, and its “Argument on the Issues” section contains 1,982 words.

/s/ Kevin P. Martin
Kevin P. Martin

Dated: April 30, 2026

DAR No. _____
Appeals Court No. 2026-P-0503

COMMONWEALTH OF MASSACHUSETTS
SUPREME JUDICIAL COURT

XINWEI CHRISTINE LIN,
Defendant–Appellant–Cross–Appellee, & others,
v.
MAY X. ZHOU,
Plaintiff–Appellee–Cross–Appellant, & others.

On Appeal from Judgments of the
Superior Court (Squires-Lee, J.)
(Nos. 1884CV02607, 1884CV02736,
2384CV01294)

APPENDIX TO APPLICATION FOR
DIRECT APPELLATE REVIEW

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- Case Status:
- Open
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- 08/20/2018
- DCM Track:
- B - Special Track (BLS)
- Initiating Action:
- Fraud, Business Torts, etc.
- Status Date:
- 08/20/2018
- Case Judge:
-
- Next Event:
-

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Lin, Xinwei
- Defendant

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Gao, Jianxin Steven
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Lin (as amended), Mary X
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Fitch Law Partners LLP
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Party Attorney

[More Party Information](#)

Subsequent Action/Subject

<u>Description</u>	<u>Status</u>	<u>SA/Subject #</u>	<u>Status Date</u>	<u>Responding Party</u>	<u>Judgments</u>	<u>Pleading Party</u>
Counterclaim	Filed	1	10/29/2018	Zhou, May X	0	Gao, Jianxin Steven

Events

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
01/29/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 12 Hearing	Salinger, Hon. Kenneth W	Held as Scheduled

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
02/14/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Salinger, Hon. Kenneth W	Held as Scheduled
07/10/2019 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing on Preliminary Injunction		Held as Scheduled
07/31/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Sanders, Hon. Janet L	Held as Scheduled
08/13/2019 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Sanders, Hon. Janet L	Held as Scheduled
10/29/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference		Held as Scheduled
11/21/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Sanders, Hon. Janet L	Held as Scheduled
12/18/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Held as Scheduled
01/27/2020 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Not Held
02/13/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Salinger, Hon. Kenneth W	Not Held
02/14/2020 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Salinger, Hon. Kenneth W	Held as Scheduled
04/09/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status		Not Held
08/03/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Held as Scheduled
08/06/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference		Not Held
09/02/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Sanders, Hon. Janet L	Held via Video/Phone
09/16/2020 11:30 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Sanders, Hon. Janet L	Held via Video/Phone
09/29/2020 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Sanders, Hon. Janet L	Held via Video/Phone
10/27/2020 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Held as Scheduled
12/14/2020 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Held as Scheduled
02/17/2021 10:00 AM	Business Litigation 2		BLS Rule 16 Litigation Control Conference		Held as Scheduled
03/22/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Salinger, Hon. Kenneth W	Held via Video/Phone
07/06/2021 11:30 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing RE: Discovery Motion(s)	Ricciuti, Hon. Michael D	Held via Video/Phone
07/15/2021 09:30 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held via Video/Phone
07/28/2021 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Not Held
07/30/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held as Scheduled
08/13/2021 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Not Held
08/13/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Not Held
08/26/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Not Held
10/21/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing RE: Discovery Motion(s)	Ricciuti, Hon. Michael D	Held as Scheduled
04/26/2022 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 56 Hearing	Salinger, Hon. Kenneth W	Rescheduled

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
05/09/2022 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 56 Hearing	Salinger, Hon. Kenneth W	Decision rendered
10/04/2022 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Pre-Trial Conference		Rescheduled
11/02/2022 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Pre-Trial Conference		Held as Scheduled
11/10/2022 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Trial	Ricciuti, Hon. Michael D	Rescheduled
11/17/2022 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Trial	Ricciuti, Hon. Michael D	Rescheduled
12/06/2022 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held as Scheduled
08/25/2023 11:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Ricciuti, Hon. Michael D	Held as Scheduled
08/30/2023 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Ricciuti, Hon. Michael D	
08/30/2023 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Ricciuti, Hon. Michael D	Held as Scheduled
09/05/2023 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Trial	Ricciuti, Hon. Michael D	Rescheduled
09/05/2023 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Rescheduled
09/08/2023 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held as Scheduled
10/12/2023 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 12 Hearing	Ricciuti, Hon. Michael D	Held - Under advisement
10/27/2023 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 12 Hearing	Ricciuti, Hon. Michael D	Held - Under advisement
12/12/2023 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference		Held as Scheduled
12/15/2023 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing		Rescheduled
04/08/2024 11:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Salinger, Hon. Kenneth W	Held as Scheduled
04/19/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 56 Hearing	Salinger, Hon. Kenneth W	Not Held
04/24/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Rescheduled
05/10/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Ricciuti, Hon. Michael D	Canceled
05/23/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Salinger, Hon. Kenneth W	Canceled
05/24/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Pre-Trial Conference	Salinger, Hon. Kenneth W	Held as Scheduled
05/24/2024 04:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
07/10/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
07/10/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
07/10/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
07/15/2024 04:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
08/01/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing on Daubert/Lanigan	Squires-Lee, Hon. Debra A	
08/01/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing on Daubert/Lanigan	Squires-Lee, Hon. Debra A	Held - Under advisement

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
09/10/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
09/10/2024 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
09/10/2024 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
09/12/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
09/12/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
09/24/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Evidentiary Hearing	Squires-Lee, Hon. Debra A	
10/01/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Squires-Lee, Hon. Debra A	Held as Scheduled
10/01/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Squires-Lee, Hon. Debra A	Held as Scheduled
10/02/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Squires-Lee, Hon. Debra A	Held as Scheduled
10/02/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Squires-Lee, Hon. Debra A	Held as Scheduled
10/09/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Squires-Lee, Hon. Debra A	Held as Scheduled
10/21/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
10/22/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
10/23/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
10/24/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Not Held
10/25/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Not Held
10/28/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Salinger, Hon. Kenneth W	Held as Scheduled
10/29/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
10/30/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
10/31/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
10/31/2024 02:00 PM	Civil J	BOS-13th FL, CR 1309 (SC)	Hearing on Proposed Settlement	Ricciuti, Hon. Michael D	Held as Scheduled
11/01/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Squires-Lee, Hon. Debra A	Not Held
11/02/2024 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Squires-Lee, Hon. Debra A	Not Held
11/08/2024 09:00 AM	Civil H	BOS-13th FL, CR 1309 (SC)	Settlement Conference	Ullmann, Hon. Robert L	Held as Scheduled
11/14/2024 09:00 AM	Civil H	BOS-13th FL, CR 1309 (SC)	Settlement Conference	Ullmann, Hon. Robert L	Not Held
11/22/2024 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held via Video/Phone
11/25/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
11/26/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/02/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
12/03/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/04/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/05/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/09/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/10/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/11/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/12/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/13/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/16/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/17/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/18/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/18/2024 02:00 PM	Civil J	BOS-13th FL, CR 1309 (SC)	Hearing on Proposed Settlement	Ricciuti, Hon. Michael D	Held as Scheduled
12/19/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
12/20/2024 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held as Scheduled
01/10/2025 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Waived Trial	Squires-Lee, Hon. Debra A	Held - Under advisement
05/08/2025 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Salinger, Hon. Kenneth W	Held as Scheduled
07/08/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
08/01/2025 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held via Video/Phone
08/19/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
09/03/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
09/23/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held via Video/Phone
10/14/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
10/28/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
11/07/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
11/12/2025 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled

Ticklers

<u>Tickler</u>	<u>Start Date</u>	<u>Due Date</u>	<u>Days Due</u>	<u>Completed Date</u>
Service	08/29/2018	11/27/2018	90	
Discovery	08/29/2018	04/02/2021	947	01/05/2026

Tickler	Start Date	Due Date	Days Due	Completed Date
Rule 56 Served By	08/29/2018	06/18/2021	1024	11/02/2022
Under Advisement	10/27/2023	11/26/2023	30	10/23/2023
Under Advisement	08/01/2024	08/31/2024	30	08/07/2024
Rule 56 Filed By	08/29/2018	07/30/2021	1066	11/02/2022
Under Advisement	05/09/2022	06/08/2022	30	07/11/2022
Under Advisement	10/12/2023	11/11/2023	30	10/27/2023
Under Advisement	01/10/2025	02/09/2025	30	

Docket Information

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
08/20/2018	Attorney appearance On this date Marc Charles Laredo, Esq. added for Plaintiff May X Zhou		
08/20/2018	Attorney appearance On this date Payal Salsburg, Esq. added for Plaintiff May X Zhou		
08/20/2018	Original civil complaint filed.	1	
08/20/2018	Civil action cover sheet filed.	2	Image
08/27/2018	General correspondence regarding NOTICE OF ACCEPTANCE INTO BUSINESS LITIGATION SESSION: "BLS2" This matter has been accepted into the Suffolk Business Litigation Session. It has been assigned to BLS1. Dated: 8/24/18 Notice sent 8/27/18 Judge: Sanders, Hon. Janet L	3	 Image
08/29/2018	General correspondence regarding General correspondence regarding CORRECTED NOTICE OF ACCEPTANCE INTO BUSINESS LITIGATION SESSION: "BLS2" This matter has been accepted into the Suffolk Business Litigation Session. It has been assigned to BLS2. Dated: 8/29/18 Notice sent 8/29/18 Judge: Sanders, Hon. Janet L	4	 Image
09/05/2018	Service Returned for Defendant Gao, Jianxin Steven: Service through person in charge / agent;	5	
09/05/2018	Service Returned for Defendant Lin, Xinwei: Service through person in charge / agent;	6	 Image
09/19/2018	Amended: first amended complaint filed by May X Zhou Applies To: Zhou, May X (Plaintiff)	7	 Image
10/29/2018	Received from Defendant Lin, Xinwei and Jianxin "Steven" Gao : Answer with a counterclaim; and jury demand	8	 Image
10/29/2018	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Xinwei Lin		
10/29/2018	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Jianxin Steven Gao		
12/07/2018	Defendant in a Counterclaim's Notice of intent to file motion to Dismiss Counterclaim Applies To: Zhou, May X (Plaintiff)	9	
01/14/2019	Plaintiff May X Zhou's Motion to Dismiss Counterclaims (with opposition)	10	
01/14/2019	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Xinwei Lin		
01/14/2019	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Jianxin Steven Gao		
01/16/2019	The following form was generated: Notice to Appear Sent On: 01/16/2019 09:42:06		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
01/29/2019	The following form was generated: Notice to Appear - BLS Sent On: 01/29/2019 14:32:40		
01/29/2019	Event Result:: Rule 12 Hearing scheduled on: 01/29/2019 02:00 PM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding Appeared: Staff: Richard V Muscato, Assistant Clerk Magistrate		
01/30/2019	Endorsement on Motion to Dismiss Counterclaims (#10.0): ALLOWED These counterclaims must be brought on behalf of the corporation, not by the individual shareholders (dated 1/29/19) notice sent 1/30/19		 Image
02/14/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 02/14/2019 02:00 PM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding Appeared: Staff: Richard V Muscato, Assistant Clerk Magistrate		
02/14/2019	The following form was generated: Notice to Appear Sent On: 02/14/2019 14:45:59		
02/14/2019	ORDER: Consolidation & Scheduling Order (Consolidate with Suffolk Superior Court #18CV2736 Notice sent 2/15/19	11	 Image
05/10/2019	Defendant May X Zhou's Assented to Motion for extension of document production deadline	12	 Image
05/15/2019	Endorsement on Motion for extension of document production deadline (#12.0): ALLOWED Dated: 5/14/19; Notified: 5/14/19		 Image
05/20/2019	Attorney appearance On this date Jared Hubbard, Esq. added for Plaintiff May X Zhou		 Image
05/20/2019	Attorney appearance On this date Ashly Scheufele, Esq. dismissed/withdrawn for Defendant May Zhou Copied from linked case: 1884CV02736		
05/31/2019	Plaintiff May X Zhou's EMERGENCY Motion for impoundment	13	
05/31/2019	Defendant May X Zhou's EMERGENCY Motion to quash subpoena and for grant of a Protective order	14	
05/31/2019	Attorney appearance On this date Terrance Devon Lanier, Esq. added for Plaintiff May X Zhou		
06/04/2019	Endorsement on Motion for Impoundment (#13.0): DENIED without prejudice. The mere fact that someone labelled a document as "confidential" does not establish that it should be impounded and kept out of public file (dated 6/3/19) notice sent 6/4/19		 Image
06/04/2019	Endorsement on Motion to Quash Subpoena and for Grant of a Protective Order (#14.0): DENIED without prejudice to being served on a non-emergency basis and filed with any opposition in accord with Superior Court Rule 9A. There is no apparent emergency (dated 6/3/19) notice sent 6/4/19		 Image
06/04/2019	General correspondence regarding Objection to Subpoena by Non-Party Xiangke Zhou and Motion to Quash Subpoena	15	
06/07/2019	Plaintiff KnowledgeLink Group Inc's Motion to modify Preliminary Injunction (w/opposition) Copied from linked case: 1884CV02736		
06/14/2019	The following form was generated: Notice to Appear Sent On: 06/14/2019 15:18:14		
06/14/2019	The following form was generated: Notice to Appear Sent On: 06/14/2019 15:16:05 Copied from linked case: 1884CV02736		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
06/28/2019	Attorney appearance On this date Ethan Z Davis, Esq. dismissed/withdrawn for Defendant May Zhou Copied from linked case: 1884CV02736		
07/10/2019	Event Result:: Hearing on Preliminary Injunction scheduled on: 07/10/2019 10:00 AM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
07/10/2019	Event Result:: Hearing on Preliminary Injunction scheduled on: 07/10/2019 10:00 AM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
07/10/2019	Endorsement on Motion to Modify Preliminary Injunction (#16.0): DENIED for reasons stated in open court. Specifically, plaintiff has not demonstrated that May Zhou has engaged in conduct harmful to KnowledgeLink in her capacity as Chairman of the Board of Trustees for KLIS Bashu (the International School) nor that she is likely to engage in such conduct. Dated: 7/10/19; Notified: 7/10/19. Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02736		
07/15/2019	Plaintiff May X Zhou's Motion to quash Subpoena and for Grant of a Protective Order	16	
07/15/2019	CROSS-MOTION by KnowledgeLink Group Inc to Compel May Zhou's Production of Bank Records	18	
07/15/2019	Opposition to Motion by May Zhou to Quash Subpoena and for Protective Order filed by KnowledgeLink	17	
07/15/2019	Opposition to KnowledgeLink's Cross-Motion to Compel Production of Bank Records filed by May X Zhou	19	
07/15/2019	Plaintiff(s) May X Zhou motion filed to compel Production of Documents from KnowledgeLink, Ms. Lin, and Mr. Gao	20	
07/15/2019	Opposition to Motion of May Zhou to Compel Production of Documents filed by Xinwei Lin, Jianxin Steven Gao and Knowledge Group Inc	21	
07/24/2019	May X Zhou's Motion for leave to File Second Amended Complaint (w/opposition)	22	
07/31/2019	Event Result:: Motion Hearing scheduled on: 07/31/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
07/31/2019	Endorsement on Motion to (#18.0): ALLOWED compel May Zhou's Bank records Allowed except that counsel will meet and confer with regard to to redacting entries in these records which have no relevance to this case and or personal in nature eg payment to doctors May Zhou's counsel's will produce log of items redacted with explanation as to why In event of disagreement court will conduct in camera review		 Image
07/31/2019	Endorsement on Motion to (#16.0): No Action Taken quash subpoena Notice sent 8/1/19		 Image
07/31/2019	Endorsement on Motion to (#20.0): ALLOWED compel production Allowed except as to control companies parties will meet and confer as to the scope of that request Notice Sent 8/1/19		 Image
07/31/2019	Endorsement on Motion to (#22.0): ALLOWED file Second Amended Complaint Allowed for reasons set forth by Ms Zhou in her memoranda and through counsel in open Court		 Image
07/31/2019	Amended: amended complaint filed by May X Zhou Second & jury demand	23	 Image
07/31/2019	Plaintiff Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Cross Motion for Protective order See endorsement on paper #20 Notice sent 8/1/19	24	Image
07/31/2019	Event Result:: Motion Hearing scheduled on: 07/31/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff:		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
	Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
08/05/2019	Amended: Second amended complaint and jury demand amended complaint filed by May X Zhou	25	
08/13/2019	Event Result:: Conference to Review Status scheduled on: 08/13/2019 03:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
08/13/2019	The following form was generated: Notice to Appear - BLS Sent On: 08/13/2019 15:50:42		
08/13/2019	Event Result:: Conference to Review Status scheduled on: 08/13/2019 03:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
08/13/2019	The following form was generated: Notice to Appear - BLS Sent On: 08/13/2019 15:54:01 Copied from linked case: 1884CV02736		
08/14/2019	ORDER: Scheduling Order (see P#26 dated 8/13/19) notice sent 8/14/19	26	
08/29/2019	Received from Defendant Lin, Xinwei: Answer to amended complaint; Applies To: Lin, Xinwei (Defendant); Gao, Jianxin Steven (Defendant)	27	 
09/26/2019	Attorney appearance On this date Daniel Yanofsky, Esq. added for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
09/26/2019	Attorney appearance On this date Richard David Batchelder, Jr., Esq. added for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
09/26/2019	Attorney appearance On this date Julia Wells Monack McLetchie, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
09/26/2019	Attorney appearance On this date William Joseph Lovett, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
09/26/2019	Attorney appearance On this date Justin P O'Brien, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
10/29/2019	The following form was generated: Notice to Appear Sent On: 10/29/2019 14:15:50		
10/29/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 10/29/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
10/29/2019	The following form was generated: Notice to Appear Sent On: 10/29/2019 14:16:44 Copied from linked case: 1884CV02736		
10/29/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 10/29/2019 02:00 PM Has been: Held as Scheduled		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
11/15/2019	Notice of attorney William Joseph Lovett, Esq., Justin P O'Brien, Esq.'s 's lien filed. Applies To: KnowledgeLink Group Inc (Plaintiff) Copied from linked case: 1884CV02736		
11/21/2019	Event Result:: Conference to Review Status scheduled on: 11/21/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
11/21/2019	The following form was generated: Notice to Appear - BLS Sent On: 11/21/2019 14:53:44		
11/21/2019	Event Result:: Conference to Review Status scheduled on: 11/21/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
11/21/2019	The following form was generated: Notice to Appear - BLS Sent On: 11/21/2019 14:55:04 Copied from linked case: 1884CV02736		
11/25/2019	ORDER: Scheduling Order * Documents that court ordered 7/31/19 will be produced 12/6/19 (see P#28 for full order) (dated 11/21/19) notice sent 11/25/19	28	
12/18/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/18/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
12/18/2019	The following form was generated: Notice to Appear - BLS Sent On: 12/18/2019 15:18:22		
12/18/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/18/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
12/19/2019	The following form was generated: Notice to Appear - BLS Sent On: 12/19/2019 12:59:05 Copied from linked case: 1884CV02736		
12/26/2019	ORDER: scheduling order; after further hearing, defendants agree to produce all documents covered by 7/31/19 (subject to parties agreements as to scope of request concerning "control companies") on/before 1/17/20, further rule 16 CN scheduled for 1/27/20 @ 3pm; (dated 12/18/19) notice sent 12/23/19		
01/06/2020	General correspondence regarding Withdrawal of Notice of Attorney's Lien filed by Hogan Lovells LLP Copied from linked case: 1884CV02736		
01/27/2020	The following form was generated: Notice to Appear - BLS Sent On: 01/27/2020 09:06:43		

01/27/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 01/27/2020 09:06:54

01/27/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
01/27/2020 03:00 PM

Has been: Not Held For the following reason: Joint request of parties
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate

01/27/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 01/27/2020 09:08:02
Copied from linked case: 1884CV02736

01/27/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
01/27/2020 03:00 PM

Has been: Not Held For the following reason: Joint request of parties
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02736

02/13/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/13/2020 02:00 PM

Has been: Not Held For the following reason: Joint request of parties
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate

02/13/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/13/2020 02:00 PM

Has been: Not Held For the following reason: Joint request of parties
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02736

02/14/2020 The following form was generated:

Notice to Appear
Sent On: 02/14/2020 14:56:51

02/14/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 02/14/2020 14:58:23

02/14/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/14/2020 02:30 PM

Has been: Held as Scheduled
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate

02/14/2020 The following form was generated:

Notice to Appear
Sent On: 02/14/2020 15:00:18
Copied from linked case: 1884CV02736

02/14/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 02/14/2020 15:01:57
Copied from linked case: 1884CV02736

02/14/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/14/2020 02:30 PM

Has been: Held as Scheduled
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02736

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
02/25/2020	ORDER: Scheduling Order (see P#29) (dated 2/14/20) notice sent 2/19/20	29	
03/06/2020	Plaintiff May X Zhou's Response to the New Assertion that KnowledgeLink, Christine Lin, and Steven Gao do not have any Control over Unofficial Subsidiaries or Control Companies	30	 
03/06/2020	Affidavit of May X Zhou	31	
03/06/2020	Defendants Mary X Lin (as amended)'s Joint Statement of and KnowledgeLink Group Inc. of Position Concerning their Possession, Custody, or Control of Documents of Certain Chinese Entities	32	 
03/11/2020	The following form was generated: Notice to Appear Sent On: 03/11/2020 09:38:39		
03/13/2020	Attorney appearance On this date Richard David Batchelder, Jr., Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
03/13/2020	Attorney appearance On this date Daniel Yanofsky, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
03/18/2020	Attorney appearance On this date Jennifer Henricks, Esq. added for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
03/18/2020	Attorney appearance On this date Kevin Thomas Peters, Esq. added for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
03/25/2020	Court orders rescheduling due to State of Emergency surrounding the Covid-19 virus.: Conference to Review Status scheduled on: 04/09/2020 02:00 PM Has been: Rescheduled-Covid-19 emergency Hon. Kenneth W Salinger, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
04/09/2020	Event Result:: Conference to Review Status scheduled on: 04/09/2020 02:00 PM Has been: Not Held For the following reason: By Court due to Covid-19 Hon. Kenneth W Salinger, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
04/09/2020	Attorney appearance On this date Lauren Haskins, Esq. added for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
07/23/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/06/2020 02:00 PM Has been: Not Held For the following reason: Joint request of parties Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
07/23/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/06/2020 02:00 PM Has been: Not Held For the following reason: Joint request of parties Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
07/29/2020	Defendants(s) Christine Lin (as amended), Xinwei Lin, Jianzin Steven Gao(as amended) Joint motion filed for Letters Rogatory and Commissions (w/o opposition)	33	
08/03/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/03/2020 02:00 PM Has been: Held as Scheduled Comments: long motion hearing scheduled for 9/2/2020 Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
08/03/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/03/2020 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
08/04/2020	The following form was generated: Notice to Appear Sent On: 08/04/2020 09:59:56 Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110		
08/04/2020	The following form was generated: Notice to Appear Sent On: 08/04/2020 10:03:25 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Lauren Haskins, Esq. Bennett & Belfort, P.C. 24 Thorndike St Suite 300, Cambridge, MA 02141 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108 Copied from linked case: 1884CV02736		
08/11/2020	KnowledgeLink Group, Inc., Xinwei "Christine" Lin, and Jianxin "Steven" Gao's Motion to Compel the Production of Documents from May Zhou and Memorandum of Law in Support of	34	
08/11/2020	Affidavit of Lauren B. Haskins Transmittal Affidavit	35	
08/11/2020	Opposition to KnowledgeLink Group, Inc., Xinwei "Christine" Lin, and Jianxin "Steven" Gao's Motion to Compel Production of Documents filed by May X Zhou	36	
09/02/2020	Event Result:: Motion Hearing scheduled on: 09/02/2020 02:00 PM Has been: Held via Video Conference Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
09/02/2020	Event Result:: Motion Hearing scheduled on: 09/02/2020 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
09/09/2020	Endorsement on Motion to Compel Production of Documents (#34.0): Other action taken Issues raised herein discussed at hearing and parties understand their respective obligations. If any issue remains unresolved, that will be addressed on 9/16/20 (dated 9/2/20) notice sent 9/8/20		
09/14/2020	Endorsement on Motion for a Commissions and Letter Rogatory (#33.0): ALLOWED (dated 7/31/20) notice sent 8/6/20		
09/14/2020	ORDER: of Issuance of Commission (dated 7/31/20) notice sent 8/6/20	37	
09/14/2020	Letters Rogatory RE: appropriate authority in Johnson County, Kansas. (dated 8/10/20) notice sent 8/11/20 Judge: Sanders, Hon. Janet L	38	
09/14/2020	Plaintiff KnowledgeLink Group Inc's Motion to amend the original complaint (Memorandum Incorporated) Copied from linked case: 1884CV02736		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
09/14/2020	Opposition to KnowledgeLink's Motion to Amend Complaint filed by May Zhou Copied from linked case: 1884CV02736		
09/14/2020	Plaintiff KnowledgeLink Group Inc's Reply to May Zhou's Opposition to KnowledgeLink's Motion to Amend the Complaint Copied from linked case: 1884CV02736		
09/15/2020	Plaintiff May X Zhou's Motion for a Preliminary Injunction and an Order to Pay Dividends/Distributions (with opposition and reply)	39	
09/16/2020	Event Result:: Motion Hearing scheduled on: 09/16/2020 11:30 AM Has been: Held via Video Conference Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
09/17/2020	The following form was generated: Notice to Appear Sent On: 09/17/2020 09:06:29 Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110		
09/29/2020	Event Result:: Motion Hearing scheduled on: 09/29/2020 02:30 PM Has been: Held via Video Conference Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
10/06/2020	Endorsement on Motion for Preliminary Injunction and Order to Pay Dividends/Distributions (#39.0): DENIED See Memorandum of Decision (dated 10/1/20) notice sent 10/5/20 Judge: Sanders, Hon. Janet L		
10/06/2020	ORDER: Order Regarding Document Production (see P#40) (dated 9/29/20) notice sent 10/5/20	40	
10/06/2020	MEMORANDUM & ORDER: on May Zhou's Motion for Preliminary Injunction: Motion is DENIED (dated 10/1/20) notice sent 10/5/20 Judge: Sanders, Hon. Janet L (see P#41)	41	 
10/06/2020	Endorsement on Motion to Amend Complaint (#19.0): DENIED for reasons stated in the Opposition (dated 9/29/20) notice sent 10/5/20 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02736		
10/27/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 10/27/2020 10:00 AM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
10/27/2020	The following form was generated: Notice to Appear - BLS Sent On: 10/27/2020 10:22:24 Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
	1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110		
10/30/2020	Plaintiff May X Zhou's Assented to Motion for Entry of Scheduling Order	42	
11/16/2020	Endorsement on Motion for Entry of Scheduling Order (#42.0): ALLOWED see Order (dated 11/9/20) notice sent 11/16/20		
11/16/2020	ORDER: Scheduling Order (see P#43) (dated 11/9/20) notice sent 11/16/20	43	
12/14/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/14/2020 03:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding		
12/14/2020	The following form was generated: Notice to Appear - BLS Sent On: 12/14/2020 15:44:42 Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110		
01/20/2021	Attorney appearance On this date Marc Charles Laredo, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
01/20/2021	Attorney appearance On this date Payal Salsburg, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
02/17/2021	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 02/17/2021 10:00 AM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding Staff: Philip Drapos, Assistant Clerk Magistrate		
02/17/2021	Plaintiff May X Zhou's Assented to Motion for Entry of Revised Scheduling order	44	
02/22/2021	Attorney appearance On this date Michele Connolly, Esq. added for Plaintiff May X Zhou		
03/03/2021	Endorsement on Motion for Entry of Revised Scheduling order (#44.0): ALLOWED see order. (dated 2/24/21) notice sent 3/3/21		
03/03/2021	ORDER: Further Scheduling Order (dated 2/24/21) notice sent 3/3/21	45	
03/12/2021	The following form was generated: Notice to Appear Sent On: 03/12/2021 11:27:34 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Michele Connolly, Esq. Fitch Law Partners One Beacon St 16th Floor, Boston, MA 02108 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110		
03/22/2021	Event Result:: Conference to Review Status scheduled on: 03/22/2021 02:00 PM Has been: Held via Video/Teleconference Hon. Kenneth W Salinger, Presiding Staff: Philip Drapos, Assistant Clerk Magistrate		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
03/24/2021	General correspondence regarding Letter to Hon. Kenneth Salinger from Plaintiff's counsel Re: Dispute Regarding Further Deposition of May X Zhou ORDERED: Defendants Lin and Gao may depose Ms. Zhou for no more than fourteen additional hours over no more than two days (dated 3/22/21) notice sent 3/22/21	46	 Image
03/24/2021	General correspondence regarding Letter to Hon. Kenneth Salinger from Defendants' counsel regarding dispute over Deposition of May Zhou	47	 Image
04/16/2021	Opposition to KnowledgeLink's Motion to De-Designate Confidentiality Designation filed by May Zhou	48	
04/30/2021	Plaintiff KnowledgeLink Group Inc's Motion to Terminate Rule 30(b)(6) Deposition Copied from linked case: 1884CV02736		
04/30/2021	Opposition to to Knowledgelink's Motion to Terminate Rule 30(b)(6) Deposition and CROSS MOTION to Compel 30(b)(6) Deposition with Instructions filed by May Zhou Copied from linked case: 1884CV02736		
04/30/2021	Plaintiff KnowledgeLink Group Inc's Reply to Opposition to Motion to Terminate Deposition and Opposition to Cross Motion to Compel further Testimony Copied from linked case: 1884CV02736		
05/12/2021	Endorsement on Motion to Terminate Rule 30(b)(6) Deposition (#23.0): ALLOWED in part. Knowledgelink shall make it's 30(b)(6) deponent available for one more day of deposition testimony. the cross-motion for special instructions is DENIED. (dated 5/5/21) notice sent 5/12/21 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02736		 Image
05/21/2021	Attorney appearance On this date Kevin Thomas Peters, Esq. added for Defendant Knowledgelink Group Inc		
05/21/2021	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Christine Lin (as amended)		
05/21/2021	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Christine Lin (as amended)		
05/21/2021	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion to compel the production of documents from May Zhou (w/ opposition and reply).	49	 Image
05/21/2021	Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Memorandum in support of their motion to compel the production of documents from May Zhou.	49.1	 Image
05/21/2021	Opposition to defendant's motion to compel production of documents and cross-motion for an order concluding discovery for the KL parties. filed by May X Zhou	50	 Image
05/21/2021	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Reply in further support of their motion to compel and opposition to May Zhou's cross-motion for an order concluding discovery.	51	 Image
06/14/2021	The following form was generated: Notice to Appear Sent On: 06/14/2021 10:19:11 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Michele Connolly, Esq. Fitch Law Partners One Beacon St 16th Floor, Boston, MA 02108 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109		
06/14/2021	The following form was generated: Notice to Appear Sent On: 06/14/2021 10:17:13 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrove LLP 40 Broad St Suite 300, Boston, MA 02109 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Copied from linked case: 1884CV02736		

06/14/2021 The following form was generated:

Notice to Appear

Sent On: 06/14/2021 10:17:25

Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109

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Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109

Copied from linked case: 1884CV02736

07/06/2021 Event Result:: Hearing RE: Discovery Motion(s) scheduled on:

07/06/2021 11:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/06/2021 Event Result:: Hearing RE: Discovery Motion(s) scheduled on:

07/06/2021 11:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02736

07/15/2021 Event Result:: Conference to Review Status scheduled on:

07/15/2021 09:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/15/2021 Event Result:: Conference to Review Status scheduled on:

07/15/2021 09:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02736

07/28/2021 Event Result:: Conference to Review Status scheduled on:

07/28/2021 03:00 PM

Has been: Not Held For the following reason: By Court prior to date

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/28/2021 Event Result:: Conference to Review Status scheduled on:

07/28/2021 03:00 PM

Has been: Held as Scheduled

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02736

07/30/2021 Event Result:: Conference to Review Status scheduled on:

07/30/2021 02:00 PM

Has been: Held as Scheduled

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/30/2021 Event Result:: Conference to Review Status scheduled on:

07/30/2021 02:00 PM

Has been: Held as Scheduled

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02736

08/03/2021 Event Result:: Conference to Review Status scheduled on:

08/13/2021 02:00 PM

Has been: Not Held For the following reason: Joint request of parties

Comments: time change

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

08/03/2021 Event Result:: Conference to Review Status scheduled on:

08/13/2021 02:00 PM

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Has been: Not Held For the following reason: Joint request of parties Comments: time change Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
08/06/2021	Defendant Knowledgelink Group Inc's Submission of Draft Order on Motion to Compel and Scheduling Order E-FILED 07/26/2021 Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant)	52	 Image
08/09/2021	Event Result:: Conference to Review Status scheduled on: 08/13/2021 10:00 AM Has been: Not Held For the following reason: Joint request of parties Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
08/09/2021	Event Result:: Conference to Review Status scheduled on: 08/13/2021 10:00 AM Has been: Not Held For the following reason: Joint request of parties Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
08/26/2021	Event Result:: Conference to Review Status scheduled on: 08/26/2021 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
08/26/2021	Event Result:: Conference to Review Status scheduled on: 08/26/2021 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
08/27/2021	ORDER: In light of the parties August 26, 2021 letter ("Letter"), the Court ORDERS as follows, tracking the letter: (See P# for complete Order) Dated: August 26, 2020 E-mail Notification sent to all parties 8/26/21 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02736		
08/28/2021	Plaintiff Knowledgelink Group Inc's Assented to Motion to Modify the Court's August 26, 2021 Order	53	 Image
09/02/2021	ORDER: re: Modification of 8/26/21 Order Any request to modify this court's August 26, 2021 Order shall be made my motion (not letter) after full compliance with Rule 9C, which shall be reflected in the motion. In light of the short deadlines contained in the Aug. 6, 2021 Order, the court hereby suspends Rule 9A, and requires any response to any motion to be filed directly and promptly with the Court. The Court shall resolve any such motions promptly, with or without response from the opposing party, as circumstances require (dated 8/27/21) notice sent by email 8/27/21	54	 Image
09/10/2021	Endorsement on Motion to Modify the Court's Aug. 26, 2021 Order (#53.0): ALLOWED (dated 8/31/21) notice sent 9/8/21		 Image
09/24/2021	The following form was generated: Notice to Appear Sent On: 09/24/2021 10:27:16 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Michele Connolly, Esq. Fitch Law Partners 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrave LLP 40 Broad St, Boston, MA 02109		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
09/24/2021	The following form was generated: Notice to Appear Sent On: 09/24/2021 10:38:28 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Michele Connolly, Esq. Fitch Law Partners 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109		
09/24/2021	The following form was generated: Notice to Appear Sent On: 09/24/2021 10:32:59 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrove LLP 40 Broad St Suite 300, Boston, MA 02109 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Copied from linked case: 1884CV02736		
09/24/2021	The following form was generated: Notice to Appear Sent On: 09/24/2021 10:35:07 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrove LLP 40 Broad St Suite 300, Boston, MA 02109 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Copied from linked case: 1884CV02736		
09/28/2021	ORDER: Order on Knowledgelink Group Inc Motion to Compel and Scheduling Order (see P#55) (dated 9/24/21) notice sent 9/27/21	55	 Image
10/19/2021	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion to strike Deposition Testimony (memorandum Incorporated) (w/opposition)	56	 Image
10/19/2021	Party(s) file Stipulation of the Parties to the Court's September 24, 2021 Order Applies To: Zhou, May X (Plaintiff); Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant)	58	 Image
10/19/2021	Opposition to KL Parties' Motion to Strike Deposition Testimony filed by May X Zhou	57	 Image
10/19/2021	Defendant Knowledgelink Group Inc's Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A		 Image
10/20/2021	Plaintiff May X Zhou's Certificate of May Zhou and Counsel (filed 10/01/2021)	59	 Image
10/20/2021	Defendant Knowledgelink Group Inc's Motion to impound (Memorandum Incorporated)	60	 Image
10/20/2021	Plaintiff May X Zhou's Response to Knowledgelink's Motion to Impound	61	 Image
10/20/2021	Affidavit of Compliance with Superior Court Rule 9A Notice of filing and List of Documents filed Pursuant to Superior Court Rule 9A		 Image
10/21/2021	Event Result:: Hearing RE: Discovery Motion(s) scheduled on: 10/21/2021 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
10/21/2021	Event Result:: Hearing RE: Discovery Motion(s) scheduled on: 10/21/2021 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
10/25/2021	Docket Note: Court received Impounded Exhibit 34 to May Zhou's Motion to Compel		
10/26/2021	Endorsement on Motion to Impound (#60.0): ALLOWED See Order (dated 10/21/21) notice sent 10/25/21		
10/26/2021	Plaintiff May X Zhou's Motion to Compel: ALLOWED in part. See Order (dated 10/21/21) notice sent 10/25/21	62	
10/26/2021	ORDER: Order on Pending Motions (see P#63 for order) (dated 10/21/21) notice sent 10/21/21	63	
10/29/2021	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Submission of Certification	64	
10/29/2021	Plaintiff May X Zhou's Submission of Certification of May Zhou and Counsel	65	
01/03/2022	Plaintiff May X Zhou's Assented to Motion to extend deadline to complete the deposition of Korin Ihloff ALLOWED	66	
02/17/2022	Defendant Knowledgelink Group Inc's Motion for Cost Shifting Pursuant to MRCP 26f(3)(l) and Memorandum in Support of Motion	67	
02/17/2022	Opposition to Knowledgelink's Motion for Cost Shifting filed by May X Zhou	68	
02/17/2022	Reply/Sur-reply Knowledgelink's Reply in Support of its Motion for Cost Shifting	69	
03/18/2022	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Assented to Motion to Extend Deadlines for Motions for Summary judgment and for Sanctions	70	
03/18/2022	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Mary X Lin (as amended)		
03/18/2022	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Mary X Lin (as amended)		
03/18/2022	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Jianzin Steven Gao(as amended)		
03/18/2022	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Jianzin Steven Gao(as amended)		
03/24/2022	Event Result:: Rule 56 Hearing scheduled on: 04/26/2022 02:00 PM Has been: Rescheduled For the following reason: Joint request of parties Hon. Kenneth W Salinger, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
03/24/2022	The following form was generated: Notice to Appear Sent On: 03/24/2022 09:53:43		
03/28/2022	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion to File a Twenty-three page Summary Judgment Brief pursuant to Rule 9A(a)(6)- Unopposed	71	
03/30/2022	Endorsement on Motion to Extend Deadlines for Motions for Summary judgment and for Sanctions (#70.0): ALLOWED the summary judgment hearing is continued from 4/26/22, to 5/9/22, at 2:30 pm, in person. (dated 3/22/22) notice sent 3/30/22		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:42:08		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:45:21		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:46:25		
04/14/2022	Event Result:: Rule 56 Hearing scheduled on: 04/26/2022 02:00 PM Has been: Rescheduled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:40:34 Copied from linked case: 1884CV02736		
04/19/2022	Plaintiff May X Zhou's Motion for Sanctions	72	
04/19/2022	Plaintiff May X Zhou's Memorandum of Law in support of May Zhou's motion for sanctions	73	
04/19/2022	Opposition to Zhou's motion for sanctions filed by Knowledgelink Group Inc, Jianxin Steven Gao, Xinwei Lin	74	
04/19/2022	Plaintiff May X Zhou's Reply in Support of her motion for sanctions	75	
04/19/2022	Plaintiff May X Zhou's Submission of Rule 9C Certification	76	
04/19/2022	Plaintiff May X Zhou's Notice of Filing and list of documents filed pursuant to superior court Rule 9A		
04/28/2022	Opposition to to Defendants' Motion for Summary Judgment filed by May X Zhou	79	
04/29/2022	Defendants Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion for Summary Judgement	77	
04/29/2022	Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Memorandum in support of motion for Summary Judgment	78	
04/29/2022	Reply/Sur-reply Defendants' Reply in Support of Motion for Summary Judgment	80	
04/29/2022	Plaintiff May X Zhou's Response to Defendants' Statement of Undisputed Material Facts	81	
04/29/2022	Plaintiff May X Zhou's Motion for Summary Judgment	82	
04/29/2022	May X Zhou's Memorandum in support of Motion for Summary Judgment	83	
04/29/2022	Opposition to to Motion for Summary Judgment filed by Knowledgelink Group Inc	84	
04/29/2022	Reply/Sur-reply Plaintiff's Reply in Support of Motion for Summary Judgment	85	
04/29/2022	Plaintiff, Defendant May X Zhou, Knowledgelink Group Inc's Submission of Joint Statement of Material Fact	86	
05/02/2022	Attorney appearance On this date Jennifer Henricks, Esq. added for Defendant Knowledgelink Group Inc		
05/02/2022	Attorney appearance On this date Lauren Haskins, Esq. added for Defendant Knowledgelink Group Inc		
05/09/2022	Matter taken under advisement: Rule 56 Hearing scheduled on: 05/09/2022 02:30 PM Has been: Held - Under advisement Hon. Kenneth W Salinger, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
05/09/2022	Matter taken under advisement: Rule 56 Hearing scheduled on: 05/09/2022 02:30 PM Has been: Held - Under advisement Hon. Kenneth W Salinger, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
05/19/2022	Plaintiff KnowledgeLink Group Inc's Motion to strike Portions of the Affidavit of May Zhou Submitted in Support of Motion for Summary Judgment (Memorandum Incorporated) (w/opposition)	87	 Image
05/19/2022	Opposition to KnowledgeLink Group, Inc.'s Motion to Strike Portions of the Affidavit of May Zhou Submitted in Support of Motion for Summary Judgment filed by May X Zhou	88	 Image
05/19/2022	Plaintiff KnowledgeLink Group Inc's Reply in Support of its Motion to Strike	89	 Image
05/19/2022	Plaintiff KnowledgeLink Group Inc's Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A		 Image
05/19/2022	Notice: Copied from linked case: 1884CV02736		
05/23/2022	Attorney appearance electronically filed.		 Image
05/31/2022	Attorney Jared Hubbard, Esq.'s motion to withdraw as counsel of record for party Applies To: Zhou, May X (Plaintiff); Hubbard, Esq., Jared (Attorney) on behalf of Zhou, May X (Plaintiff)	90	 Image
06/02/2022	Attorney appearance On this date Jared Hubbard, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
06/13/2022	Endorsement on Motion to Withdraw as counsel (#90.0): ALLOWED (dated 6/2/22) notice sent 6/7/22 Judge: Salinger, Hon. Kenneth W		
06/17/2022	Endorsement on Motion for Cost Shifting (#67.0): DENIED See Memorandum and Order (dated 6/25/22) Notice sent 6/17/22		 Image
06/17/2022	Endorsement on Motion for Sanctions (#72.0): DENIED See Memorandum and Order (dated 6/3/22) notice sent 6/17/22		 Image
06/17/2022	MEMORANDUM & ORDER: on Cross Motions for Summary Judgment and Motions to Strike, For Sanctions and for Cost Shifting Judge: Salinger, Hon. Kenneth W (see P#91 for decision and Order) (dated 6/15/22) notice sent 6/17/22	91	 Image
08/02/2022	The following form was generated: Notice to Appear for Final Pre-Trial Conference Sent On: 08/02/2022 10:53:39		
08/02/2022	The following form was generated: Notice to Appear for Final Pre-Trial Conference Sent On: 08/02/2022 10:53:54		
08/02/2022	The following form was generated: Notice to Appear for Final Pre-Trial Conference Sent On: 08/02/2022 12:26:01		
08/02/2022	The following form was generated: Notice to Appear for Final Pre-Trial Conference Sent On: 08/02/2022 10:56:47 Copied from linked case: 1884CV02736		
08/02/2022	The following form was generated: Notice to Appear for Final Pre-Trial Conference Sent On: 08/02/2022 12:20:03 Copied from linked case: 1884CV02736		
08/29/2022	The following form was generated:		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Notice to Appear for Final Pre-Trial Conference Sent On: 08/29/2022 16:42:34		
10/04/2022	Event Result:: Final Pre-Trial Conference scheduled on: 10/04/2022 02:00 PM Has been: Rescheduled For the following reason: Event Changed Comments: Settlement Discussions between parties to ascertain possibility of settling case. Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/28/2022	Joint Pre-Trial Memorandum filed: Applies To: KnowledgeLink Group Inc (Plaintiff); Zhou, May (Defendant) Copied from linked case: 1884CV02736		
11/02/2022	Event Result:: Final Pre-Trial Conference scheduled on: 11/02/2022 02:00 PM Has been: Held as Scheduled Comments: Jt Memo filed in anticipation of this conference Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
11/09/2022	Event Result:: Jury Trial scheduled on: 11/10/2022 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
11/13/2022	Event Result:: Jury Trial scheduled on: 11/17/2022 10:00 AM Has been: Rescheduled For the following reason: By Court prior to date Comments: Cannot be heard as scheduled; All parties invited to discuss issues to determine if settlement is possible. Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
12/06/2022	Event Result:: Conference to Review Status scheduled on: 12/06/2022 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
02/22/2023	Declaration of Nicholas ramacher, esq in support of joint emergency motin of knowledgelink group, inc Christine Lin and Steven Gao to extend deadlines for opposing two of may Zhou's motin in limine	95	 Image
02/23/2023	Plaintiff, Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's EMERGENCY Motion to Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine	92	 Image
02/23/2023	Declaration Of Nicholas Ramacher, Esq. In Support Of Joint Emergency Motion Of Knowledgelink Group, Inc., Christine Lin, And Steven Gao To Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine	93	 Image
02/23/2023	Opposition to Defendants' Joint Emergency Motion Of Knowledgelink Group, Inc., Christine Lin, And Steven Gao To Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine filed by May X Zhou	94	 Image
02/23/2023	Endorsement on Motion of Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine (#92.0): ALLOWED dated (2/23/23) notice sent (2/24/23)		 Image
03/02/2023	Plaintiff May X Zhou's Motion to Deem Undisputed Facts as Admitted at Trial	96	 Image
03/02/2023	Opposition to Zhou's Motion to Deem Undisputed Facts as Admitted at Trial filed by Xinwei Lin, Jianxin Steven Gao	97	 Image
03/02/2023	Plaintiff May X Zhou's Motion in limine to Exclude Documents and Other Evidence Disclosed After this Court's Discovery Deadline and for Jury Instructions on Failure to Produce all Bank Statements	98	 Image
03/02/2023	Opposition to Zhou's Motion in Limine to Exclude Documents and Other Evidence and for a Jury Instruction filed by Xinwei Lin, Jianxin Steven Gao	99	 Image
03/20/2023	Plaintiff May X Zhou's Motion in limine to Exclude Introduction Of Evidence Or Testimony Concerning Counts Dismissed By The Court	100	

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
03/20/2023	Opposition to To Zhou's Motion To Exclude Evidence Or Testimony Concerning Counts Dismissed By The Court filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao	101	
03/20/2023	Certificate Of Notice Of Filing Pursuant To Superior Court Rule 9A		
03/20/2023	Plaintiff May X Zhou's Motion in limine to Exclude Introduction Of Evidence Or Testimony Concerning KnowledgeLink International School	102	
03/20/2023	Opposition to To May Zhou's Motion in Limine To Exclude Introduction Of Evidence Or Testimony Concerning Knowledgelink International School filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao	103	
03/20/2023	Certificate Of Notice Of Filing Pursuant To Superior Court Rule 9A		
03/28/2023	Plaintiff May X Zhou's Motion in Limine To Exclude Expert Report And Testimony Of Changsong Hu	104	
03/28/2023	Opposition to Zhou's Motion In Limine To Exclude Expert Opinion Of Changsong Hu filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao	105	
03/28/2023	Certificate Of Notice Of Filing Pursuant To Superior Court Rule 9A		
03/28/2023	Superior Court Rule 9A List Of Documents		
03/28/2023	Plaintiff May X Zhou's Motion for sanctions (Renewed)	106	
03/28/2023	Opposition to May X Zhou's Renewed Motion for sanctions filed by Jianxin Steven Gao, Knowledgelink Group Inc, Christine Lin (as amended)	107	
04/25/2023	Plaintiff May X Zhou's Motion to Compel	108	
04/25/2023	Opposition to to Zhou's Motion to compel filed by	109	
05/02/2023	ORDER: Scheduling Order See paper # SO ORDERED. (Dated 5/1/2023) Notice sent via email 5/2/2023	110	 
05/09/2023	Endorsement on Motion to compel (#108.0): ALLOWED (Dated 5/8/2023) Notice sent 5/9/2023		
05/23/2023	Defendants Christine Lin (as amended), Knowledgelink Group Inc, Jianzin Steven Gao(as amended)'s EMERGENCY Motion to Amend May 1, 2023 Scheduling Order	111	 
05/24/2023	ORDER: REVISED SCHEDULE Allowed in part. (CLERK'S NOTE: See revised schedule at page 5 para.15. of P#111)		
05/24/2023	Plaintiff May X Zhou's EMERGENCY Motion to reconsider emergency motion to amend scheduling order	112	
05/25/2023	Endorsement on Motion to reconsider emergency motion to amend scheduling order (#112.0): DENIED w/o prejudice. Dated: 5/24/23 Notice sent 5/25/23 Applies To: Zhou, May X (Plaintiff)		 
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07/07/2023	Notice Of Filing And List Of Documents Filed Pursuant To Superior Court Rule 9A		
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07/07/2023	Endorsement on Notice of Zhou's New Derivative Complaint (#153.0): DENIED without prejudice for failure to comply with Rule 9C and with the scheduling order. dated (7/7/23) Notice Sent 07/10/23		 Image

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07/25/2023	General correspondence regarding pending motions In Limine the court's review of the filing in this case is ongoing; a hearing will scheduled shortly, after accomplice with the order issued this date. (dated 7/18/23) notice sent 7/25/23	157	 Image
07/25/2023	ORDER: See paper #158 (Dated 7/25/23)	158	 Image
07/28/2023	ORDER: Preliminary Order on Motions See page #159 (Dated 7/28/2023)	159	 Image
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08/02/2023	Plaintiff, Defendant KnowledgeLink Group Inc, Xinwei "Christine" Line, Jianxin "Steven" Gao's Motion to file a Supplemental Brief Concerning the KL Parties' Mil Nos. 1, 2, and 10 ALLOWED (Dated 7/31/2023) Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02736		
08/02/2023	Opposition to to the KL Parties' Motion to file a Supplemental Brief Concerning the KL parties' MIL NOS. 1, 2, and 10 filed by May Zhou Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02736		
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08/25/2023	Event Result:: Motion Hearing scheduled on: 08/25/2023 11:00 AM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding		
08/28/2023	Proposed Filings/Orders KL Parties' Proposed Schedule		 Image
08/29/2023	Event Result:: Final Trial Conference scheduled on: 08/30/2023 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding		
08/29/2023	Defendants Xinwei Lin, Jianxin Steven Gao, Mary X Lin (as amended), Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Joint Request for Hearing on the Matter of Discovery Conduct	165	 Image
09/05/2023	Event Result:: Jury Trial scheduled on: 09/05/2023 09:00 AM Has been: Rescheduled For the following reason: Attorney on another trial Hon. Michael D Ricciuti, Presiding		

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09/05/2023	Event Result:: Conference to Review Status scheduled on: 09/05/2023 10:00 AM Has been: Rescheduled For the following reason: Joint request of parties Hon. Michael D Ricciuti, Presiding		
09/05/2023	Event Result:: Jury Trial scheduled on: 09/05/2023 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02736		
09/07/2023	Plaintiff, Defendants May X Zhou, Knowledgelink Group Inc, Xinwei Lin, Christine Lin (as amended), Jianxin Steven Gao's Joint Submission in Regarding Scheduling Order and Conduct of Discovery	166	 Image
09/08/2023	Event Result:: Conference to Review Status scheduled on: 09/08/2023 09:00 AM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding		
09/15/2023	General correspondence regarding Letter addressed to Hon. Michael Ricciuti from Plaintiff's Attorney Ryan M. Cunningham Pursuant to Court's July 28, 2023 Order as well as its forthcoming Scheduling Order for the further consolidated cases, May Zhou responds to Lin and Gao's request for an additional 15 pages for their brief in support of their motion to dismiss the derivative complaint	167	 Image
09/19/2023	ORDER: Scheduling Order See page #168 (Dated 9/15/2023) Notified via email on 9/15/2023	168	 Image
09/29/2023	General correspondence regarding Letter to Judge (Opposition to KnowledgeLink Request for leave to file Complaint for Contempt)	169	 Image
10/06/2023	General correspondence regarding Letter to the Judge (Permission to the Complaint for Contempt) ALLOWED once the Complaint is Verified. The Clerk shall promptly schedule a hearing under Rule 65.3 (Dated 9/28/2023) Notice sent 10/19/23	170	 Image
10/06/2023	Attorney appearance electronically filed.		 Image
10/06/2023	Attorney appearance electronically filed.		 Image
10/06/2023	Attorney appearance electronically filed.		 Image
10/06/2023	Attorney appearance electronically filed.		 Image
10/06/2023	Attorney appearance On this date Patrick P Dinardo, Esq. added for Plaintiff May X Zhou		 Image
10/06/2023	Attorney appearance On this date Ryan Rosenblatt, Esq. added for Plaintiff May X Zhou		
10/10/2023	Letter to the Court Applies To: Zhou, May X (Plaintiff)	171	 Image
10/12/2023	Endorsement on Submission of Letter to the Judge (#171.0): DENIED If Zhou needs additional time to prepare, she may request it. (Dated 10/11/2023) Counsel for record Notified of endorsement by email 10/11/2023		 Image
10/12/2023	Matter taken under advisement: Rule 12 Hearing scheduled on: 10/12/2023 02:00 PM Has been: Held - Under advisement Hon. Michael D Ricciuti, Presiding		
10/18/2023	General correspondence regarding Plaintiff's response to Defendants' letter briefing	172	 Image
10/25/2023	Opposition to KnowledgeLink's contempt complaint filed by May X Zhou	173	 Image
10/25/2023	Complaint for contempt filed. Copied from linked case: 1884CV02736		Image
10/27/2023	Matter taken under advisement: Rule 12 Hearing scheduled on: 10/27/2023 02:00 PM Has been: Held - Under advisement Hon. Michael D Ricciuti, Presiding		

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11/06/2023	Endorsement on Submission of contempt complaint filed (#173.0): DENIED Motion to strike denied. dated (11/3/23) Notice sent 11/08/2023.		 Image
11/10/2023	General correspondence regarding Scheduling Order Applies To: Zhou, May X (Plaintiff)	174	 Image
11/13/2023	General correspondence regarding Scheduling Order Applies To: Zhou, May X (Plaintiff)	175	 Image
11/13/2023	Answer to the counterclaim Applies To: Zhou, May X (Plaintiff)	176	 Image
11/13/2023	Answer to original complaint Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant)	178	 Image
11/14/2023	Defendant Knowledgelink Group Inc's Submission of Summary of the Parties' Disputes Relating to ESI Search Terms	179	 Image
11/14/2023	General correspondence regarding Plaintiff letter in accordance with paragraphs 4(c)(v)(2)n.6 and 7 of September 15, 2023 Scheduling Order	180	 Image
11/21/2023	Endorsement on Submission of General correspondence regarding Scheduling Order (#174.0): Other action taken The Clerk shall schedule a Rule 16 Conference. The parties shall Confer in advance of it regarding the wisdom of the Court's appointing a discovery master. (Dated 11/15/2023) notice sent 11/21/23		 Image
12/06/2023	The following form was generated: Notice to Appear - BLS Sent On: 12/06/2023 15:46:22		
12/12/2023	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/12/2023 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding		
12/14/2023	ORDER: After hearing, the Court as follows: 1. All pending requests made by letter are DENIED WITHOUT PREJUDICE PENDING THE PARTIES' RENEWED RULE 9C CONFERENCE 2. The hearing scheduled for December 15, 2023 will be rescheduled. 3. In light of the undersigned's appointment as Chief Justice, the special assignment of this case will terminate. The parties Rule 9C conference shall include any steps the parties request to address the change. SO ORDERD. (Dated: 12/14/23) Notice Sent 12/15/23	181	 Image
12/14/2023	Event Result:: Motion Hearing scheduled on: 12/15/2023 10:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding		
12/15/2023	General correspondence regarding Request for Clarification ENDORSEMENT: The rule 9C conference shall proceed as ordered, and the joint filing submitted by 12/18/23. The Court will address the remaining requests in light of that filing. (Dated 12/14/23) (Noticed 12/14/23)	182	 Image
03/13/2024	Defendant Knowledgelink Group Inc, Jianxin Steven Gao, Xinwei Lin's Motion for Protective Order	183	 Image
03/13/2024	Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao's Memorandum in support of motion for a protective order	184	 Image
03/13/2024	Opposition to motion for a protective order and cross-motion to extend the deadlines in the scheduling order filed by May X Zhou	185	 Image
03/13/2024	Reply/Sur-reply Reply in support of motion for a protective order	186	 Image
03/13/2024	Opposition to May Zhou's cross motion to extend the deadlines in the discovery order filed by Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao	187	 Image

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03/13/2024	Notice of Filing pursuant to Superior Court Rule 9A		
03/13/2024	List of Documents filed pursuant to Superior Court Rule 9A		
03/28/2024	Conference Memorandum Joint Pre-Trial Memorandum	188	 
04/08/2024	Event Result:: Conference to Review Status scheduled on: 04/08/2024 11:00 AM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding		
04/08/2024	Event Result:: Rule 56 Hearing scheduled on: 04/19/2024 02:00 PM Has been: Not Held For the following reason: Court Order Comments: New Dates to be Set Hon. Kenneth W Salinger, Presiding		
04/08/2024	Event Result:: Final Pre-Trial Conference scheduled on: 05/24/2024 02:00 PM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding		
04/08/2024	Event Result:: Motion Hearing scheduled on: 05/10/2024 02:00 PM Has been: Canceled For the following reason: By Court prior to date Comments: New Trial Date(s) assigned Hon. Michael D Ricciuti, Presiding		
04/08/2024	Event Result:: Conference to Review Status scheduled on: 04/08/2024 11:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding Copied from linked case: 2384CV01294		
04/09/2024	ORDER: Revised Pretrial and Final Trial Schedule See p#189 for full Order. (dated 4/8/2024) Notice sent by email 4/9/2024	189	 Image
04/10/2024	ORDER: Orders on Motion for Protective Order, Cross-Motion to extend deadlines, Request to Amend Counterclaims and Contempt Complaint, Discovery Issues See p#190 for full Order. (dated 4/3/2024) Notice sent via email 4/9/2024	190	 Image
04/17/2024	Defendant KnowledgeLink Group, Inc.'s Complaint for contempt filed. Applies To: Zhou, May X (Plaintiff); Knowledgelink Group Inc (Defendant)	191	 Image
04/22/2024	Event Result:: Jury Waived Trial scheduled on: 04/24/2024 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding		
04/22/2024	Event Result:: Conference to Review Status scheduled on: 05/23/2024 02:00 PM Has been: Canceled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding		
04/25/2024	Amended Counterclaim filed. Copied from linked case: 2384CV01294		
04/29/2024	Endorsement on Motion for Protective Order (#183.0): ALLOWED See separate order. (Dated: 4/3/24) Notice Sent 5/2/24		 Image
04/29/2024	Endorsement on Submission of Opposition to motion for a protective order and cross-motion to extend the deadlines in the scheduling order filed by May X Zhou (#185.0): DENIED The Cross Motion is DENIED. See separate order. (Dated: 4/3/24) Notice Sent 5/2/24		 Image
04/29/2024	Answer to Complaint for Contempt Applies To: Zhou, May X (Plaintiff)	192	 Image
04/29/2024	Received from Other interested party Xinwei "Christine" Line: Answer to original complaint; Copied from linked case: 1884CV02736		

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04/29/2024	Received from Other interested party Jianxin "Steven" Gao: Answer to original complaint; Copied from linked case: 1884CV02736		
04/29/2024	Received from Plaintiff Zhou, May: Answer to the Counterclaim; Copied from linked case: 2384CV01294		
04/29/2024	Answer to the counterclaim Copied from linked case: 2384CV01294		
04/30/2024	ORDER: Orders on Motion for Protective Order, Cross Motion to Extend Deadlines, Request to Amend Counterclaims and Contempt Complaint, Discovery Issues (Dated: 4/3/24) Notice Sent 5/2/24	193	 Image
05/08/2024	Notice of docket entry received from Appeals Court Please take note that on May 3, 2024, the following entry was made on the docket of the above-referenced case (2024-J-0271): Petition pursuant to G.L. c. 231, s. 118 filed for May Zhou by Attorney Daniel Edward Rosenfeld.	194	 Image
05/16/2024	Notice of docket entry received from Appeals Court Please take note that on May 16, 2024, the following entry was made on the docket of the above-referenced case: ORDER RE#1: The plaintiff, May Zhou, has filed a petition pursuant to G. L. c. 231, s. 118, seeking review of a Superior Court judge's discovery order in one of three consolidated cases. The judge concluded that the plaintiff's discovery requests were overbroad and duplicative of prior requests. While the plaintiff argues that the appropriate remedy was to tailor the requests, the judge concluded that the plaintiff already had ample time to do so. It is well-established that "[t]rial judges have 'extensive discretion . . . with respect to both the process of discovery and the admission of evidence.'" <i>Salten v. Ackerman</i> , 64 Mass. App. Ct. 868, 875 (2005), quoting <i>Beaupre v. Cliff Smith & Assocs.</i> , 50 Mass. App. Ct. 480, 485 (2000). Thus, only in rare cases will a single justice interfere with the broad discretion of a trial judge with respect to matters of discovery. Here, the parties have been litigating this matter since 2018, when the first two cases were filed. The plaintiff filed the third case in June 2023. By then, discovery in the other two cases had closed, and the parties were permitted limited discovery with respect to the third case, none of which was to duplicate prior discovery. In light of this history, I discern no abuse of the judge's broad discretion in his conclusion that the plaintiff already had ample time to tailor her discovery requests. To the extent the plaintiff also argues that she is entitled to discovery on newly amended counterclaims, her petition does not identify any discovery requests specific to the amended counterclaims that would not be duplicative of prior requests. Accordingly, the petition is denied. (Singh, J.) *Notice/attest/Salinger, J.	195	 Image
06/26/2024	Other Interested Party Fitch Law Partners LLP's EMERGENCY Motion to Quash Subpoena of Fitch Law Partners	196	 Image
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06/27/2024	Affidavit of Compliance with Superior Court Rule 9A		 Image
06/28/2024	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Cross Motion to Compel Deposition of Zhou's Trial Witness Fitch Partners LLP	198	 Image
06/28/2024	Opposition to Fitch Partners LLP's emergency Motion to Quash and Memorandum in Support of Cross-Motion to Compel filed by Knowledgelink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended)	199	 Image
07/02/2024	Other Interested Party Fitch Law Partners LLP's Reply in Support of Its Emergency Motion to Quash Subpoena of Fitch Law Partners	200	 Image
07/02/2024	Endorsement on Motion to extend deadlines to complete depositions (Unopposed) (#197.0): ALLOWED Limited to deposition of Ivy Zhong. (Dated" 7/1/24) (Parties Notified via Email 7/2/24)		 Image
07/08/2024	Plaintiff May X. Zhou's Reservation of Rights RE Dkt. No. 196	201	 Image
07/08/2024	Plaintiff, Defendants May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Response to Status Report Copied from linked case: 2384CV01294		 Image
07/09/2024	Other Interested Party Fitch Law Partners LLP's Motion to Withdraw As Counsel Of Record To May X. Zhou	202	 Image
07/09/2024	Fitch Law Partners LLP's Memorandum in support of Motion to Withdraw As Counsel Of Record To May X. Zhou	203	 Image
07/09/2024	Opposition to Motion Of Fitch Law Partners To Withdraw filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao	204	 Image

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07/09/2024	Reply/Sur-reply To Knowledgelink Group, Inc., Christine Lin, And Steven Gao's Opposition to Motion Of Fitch Law Partners To Withdraw Applies To: Zhou, May X (Plaintiff)	205	 Image
07/09/2024	Affidavit Of Compliance		 Image
07/09/2024	Certificate Of Notice Of Filing Pursuant To Superior court Rule 9A		 Image
07/09/2024	Superior Court Rule 9A List Of Documents Filed		 Image
07/11/2024	Endorsement on Motion to extend deadlines to complete depositions (Unopposed) (#197.0): ALLOWED limited to deposition of Ivy Zhong dated (7/1/24) Notice Sent by Email 7/2/24 Beatriz Van Meek: Asst Clerk		 Image
07/11/2024	Endorsement on Motion to Withdraw As Counsel Of Record To May X. Zhou (#202.0): ALLOWED after hearing review, allowed. dated (7/10/24) Notice Sent 7/11/24		 Image
07/11/2024	Endorsement on Motion to Quash Subpoena of Fitch Law Partners (#196.0): ALLOWED after hearing and review allowed in part KL parties shall submit 10 questions to fitch law partners regarding information relevant to the issue of the demand letter. questions to be submitted by July 24, 2024 and answered under oath by august 7, 2024. dated (7/10/24) Notice Sent 7/11/24		 Image
07/11/2024	Endorsement on Motion to Compel Deposition of Zhou's Trial Witness Fitch Partners LLP (#198.0): ALLOWED after hearing allowed in part. see endorsement on paper 196. dated (7/10/24) Notice Sent 7/11/24		 Image
07/15/2024	Attorney appearance On this date Ryan Cunningham, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
07/15/2024	Attorney appearance On this date Michele Connolly, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
07/15/2024	Attorney appearance On this date Terrance Devon Lanier, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Plaintiff May X Zhou		
07/15/2024	Plaintiff May X Zhou's Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions	206	 Image
07/15/2024	May X Zhou's Memorandum in support of her Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions	207	 Image
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff)	208	 Image
07/15/2024	Affidavit Applies To: Zhou, May X (Plaintiff)	209	 Image
07/15/2024	Opposition to Motion to Compel Supplementation pursuant to Rule 26(E)(3) and Resume Depositions filed by Christine Lin (as amended), Jianxin Steven Gao, Knowledgelink Group Inc	210	 Image
07/15/2024	Reply/Sur-reply Reply in further support of her Motion to Compel Supplementation and Resume Depositions Applies To: Zhou, May X (Plaintiff)	211	 Image
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff)	212	 Image

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07/15/2024	Plaintiff May X Zhou's Notice of Filing		
07/15/2024	Defendant KnowledgeLink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin	213	
07/15/2024	KnowledgeLink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Memorandum in support of Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin	214	
07/15/2024	Opposition to Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin filed by May X Zhou	215	
07/15/2024	Affidavit	216	
	Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff)		
07/15/2024	Affidavit of Craig R. Jalbert, CIRA	217	
07/15/2024	Affidavit of Shaowei Lin	218	
07/15/2024	Reply/Sur-reply	219	
	Reply to May Zhou's Opposition to Motion to Exclude Expert Witnesses		
	Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant); KnowledgeLink Group Inc (Defendant)		
07/15/2024	Defendant KnowledgeLink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Notice of Filing and List of Documents Filed pursuant to Superior Court Rule 9A		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Defendant May Zhou Copied from linked case: 1884CV02736		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Plaintiff May Zhou Copied from linked case: 2384CV01294		
07/15/2024	Attorney appearance On this date Ryan Cunningham, Esq. dismissed/withdrawn for Plaintiff May Zhou Copied from linked case: 2384CV01294		
08/01/2024	Matter taken under advisement: Hearing on Daubert/Lanigan scheduled on: 08/01/2024 02:00 PM Has been: Held - Under advisement Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
08/02/2024	General correspondence regarding Orders regarding production of documents	220	
	Applies To: Zhou, May X (Plaintiff)		
08/05/2024	Endorsement on Motion to exclude expert testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin (#213.0): ALLOWED After hearing, ALLOWED. See Decision and Order of today's date. (Dated 8/5/24)		
	Notice Sent 8/5/24		
08/05/2024	ORDER: Decision and Order on KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin The Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin is ALLOWED. See paper #221 (Dated 8/9/24)	221	
	Notice Sent 8/5/24		
08/05/2024	Endorsement on Motion to compel supplementation pursuant to Rule 26(e)(3) and resume depositions (#206.0): DENIED After hearing and review, DENIED. See Decision and Order of today's date. (Dated 8/9/24)		
	Notice Sent 8/5/24		
08/05/2024	ORDER: Decision and Order on May X. Zhou's Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions Plaintiff May X. Zhou's Motion to Compel Supplementation Pursuant to Rule 26(e)(3) and Resume Depositions is DENIED. See paper #222	222	

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08/30/2024	Plaintiff May X Zhou's Assented to Motion to reschedule status conference	223	
09/03/2024	Endorsement on Motion to reschedule status conference (#223.0): ALLOWED dated (9/3/24) Notice sent 09/04/2024.		
09/06/2024	Defendant Christine Lin (as amended), Jianxin Steven Gao's Motion for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR	224	
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09/06/2024	Affidavit of Daniel E. Rosenfeld	226	
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09/06/2024	Reply/Sur-reply	228	
	Lin and Gao's Reply in Further Support of their motion for early adjudication of dense concerning no pre-suit demand on SIBR		
09/06/2024	Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A		
09/10/2024	Event Result:: Conference to Review Status scheduled on: 09/10/2024 02:30 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
09/17/2024	Endorsement on Motion for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR (#224.0): ALLOWED See Decision and Order of today's date. (Dated: 9/16/24)		
09/17/2024	ORDER: Decision and Order on Lin and Gao's Motion Pursuant to MRCP 16 and Sup. Ct. R. 20 for Early Adjudication of Their Defense Based on Zhou's Failure to Make a Pre-Suit Demand on CIBR (Dated:9/16/24) (Notice Emailed 9/16/24)	229	
09/20/2024	Plaintiff May X Zhou's Motion in limine to (I) preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial	230	
09/20/2024	May X Zhou's Memorandum in support of motion in limine (I) to preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial	231	
09/20/2024	Affidavit of Daniel E. Rosenfeld	232	
09/20/2024	Affidavit of Kurt Kusiak	233	
09/20/2024	Opposition to Zhou's Motion in limine (I) to preclude use of partially produced Chinese files, and (II) exclude Anna Ge testifying at trial filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)	234	
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	Plaintiff's Reply in further support of motion in limine to (I) preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial		
09/20/2024	Plaintiff May X Zhou's Motion in limine to allow use of confidential documents at trial	236	
09/20/2024	May X Zhou's Memorandum in support of motion in limine to allow use of confidential documents at trial	237	
09/20/2024	Opposition to Plaintiff's motion in limine to allow use of confidential documents at trial filed by Knowledgelink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended)	238	
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09/20/2024	Plaintiff May X Zhou's Motion in limine to (I) apply issue preclusion to the prior findings of the California Superior Court, including that Defendant	240	

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	Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order		
09/20/2024	May X Zhou's Memorandum in support of motion in limine (I) to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of preclusive California order	241	 Image
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Linked Cases

Link Group	Case #	File Date	Link Role
1884cv2607	1884CV02736	08/31/2018	Primary Case
1884cv2607	2384CV01294	06/06/2023	Related Case

Case Disposition

Disposition	Date	Case Judge
Disposed by Court Finding	01/05/2026	

- Case Type:
- Contract / Business Cases
- Case Status:
- Open
- File Date
- 08/20/2018
- DCM Track:
- B - Special Track (BLS)
- Initiating Action:
- Fraud, Business Torts, etc.
- Status Date:
- 08/20/2018
- Case Judge:
-
- Next Event:
-

[All Information](#) [Party](#) [Subsequent Action/Subject](#) [Event](#) [Tickler](#) [Docket](#) [Linked Case](#) [Disposition](#)

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09/20/2024	Opposition to Plaintiff's motion in limine to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order filed by Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc	243	  Image Image
09/20/2024	Reply/Sur-reply Plaintiff's Reply in further support of motion in limine (I) to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order	244	  Image
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09/20/2024	May X Zhou's Memorandum in support of motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims	246	  Image
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09/27/2024	MOTION to Intervene as Non-Party / Case Participant filed by Texas Insurance Company	253	 
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09/27/2024	Opposition to Texas Insurance Company's Motion To Intervene filed by Christine Lin (as amended), Jianxin Steven Gao	255	 
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09/27/2024	Second Affidavit Of Peter C. Netburn		 
09/27/2024	Rule 9A(B)(2) Notice Of Filing		 
09/27/2024	Proposed Filings/Orders Proposed Witness List		 
09/27/2024	Texas Insurance Company's Superior Court Rule 9A(B)(2) List Of Documents		 
10/01/2024	[Proposed] Joint Submission Concerning Outstanding Claims Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); KnowledgeLink Group Inc (Defendant)	257	 
10/01/2024	Endorsement on Motion for Requesting Leave To File Supplemental Briefing In Advance Of The Evidentiary Hearing Scheduled For September 24, 2024 (#251.0): ALLOWED nunc pro tunc. (dated 9/30/2024) Notice Sent 10/1/24		 
10/01/2024	Findings of Fact and Rulings of Law: Concerning Demand Pursuant to G.L. c. 156D, S 7.42 on Cambridge Institute of Business research, INC. See paper # Order: Wherefore, because May X. Zhou failed to make demand on CIBR as required by G. L. c. 156D, S 7.42 all derivative claims asserted against CIBR are DISMISSED. (Dated 9/30/2024) Judge: Squires-Lee, Hon. Debra A See paper #258	258	 
10/01/2024	Event Result:: Final Trial Conference scheduled on: 10/01/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/01/2024	Event Result:: Final Trial Conference scheduled on: 10/01/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/02/2024	Endorsement on Motion in limine to (I) Preclude Use of Partially Produced Chinese Files, and to (II) Exclude Anna Ge from Testifying at Trial (#230.0): Other action taken Allowed as to Anna Ge who is not going to be called at trial. Denied as to Chinese files. Court will address any claim of spoliation at trial. (dated 10/1/2024) Notice Sent 10/2/24		 
10/02/2024	Endorsement on Motion in limine to allow use of confidential documents at trial (#236.0): ALLOWED with the caveat that all such confidential documents remain subject to the protective order. (dated 10/1/2024) Notice Sent 10/2/24		 
10/02/2024	Endorsement on Motion in limine to (I) apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order (#240.0): DENIED as to issue preclusion. Court will take judicial notice of the CA judgement. Parties may argue evidentiary		 

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	value, if any. (dated 10/1/2024) Notice Sent 10/2/24		
10/02/2024	Endorsement on Motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims (#245.0): Reserved for time of trial. (dated 10/1/2024) Notice Sent 10/2/24		 Image
10/02/2024	Defendants Jianxin Steven Gao, Xinwei Lin, Knowledgelink Group Inc's Motion to Present Statute of Limitations and Laches Evidence First at Trial (filed 10/1/2024)	259	
10/02/2024	Endorsement on Motion to Present Statute of Limitations and Laches Evidence First at Trial (#259.0): Withdrawn in open Court. (dated 10/1/24) Notice Sent 10/2/24		 Image
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10/02/2024	Endorsement on Motion in limine to Track Court-Imposed Time Limits with Chess Clocks (#260.0): DENIED (dated 10/1/2024) Notice Sent 10/2/24		 Image
10/02/2024	Defendants Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao's Motion in limine to Exclude Evidence Concerning Litigation with JDP 21 (filed 10/1/2024)	261	
10/02/2024	Endorsement on Motion in limine to Exclude Evidence Concerning Litigation with JDP 21 (#261.0): Other action taken See endorsements on paper 240. (dated 10/1/2024) Notice Sent 10/2/24		 Image
10/02/2024	Event Result:: Jury Waived Trial scheduled on: 10/24/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/02/2024	Event Result:: Jury Waived Trial scheduled on: 10/25/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/02/2024	Event Result:: Final Trial Conference scheduled on: 10/02/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/02/2024	Event Result:: Final Trial Conference scheduled on: 10/02/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
10/04/2024	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion in Limine relating to the Exclusion of Evidence Zhou failed to Produce in the 2018 actions RESERVED for Trial (Dated 10/2/2024) Notice sent by email 10/3/2024	262	 Image
10/04/2024	Opposition to Motion in Limine relating to the Exclusion of Evidence Zhou failed to Produce in the 2018 actions filed by May X Zhou	262.1	 Image

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10/04/2024	Defendant Christine Lin (as amended), Knowledgelink Group Inc, Jianxin Steven Gao's Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument RESERVED. Any proposed Testimony must be based on a sufficient foundation. Court will address objections in real time at Trial. (Dated 10/2/2024) Notice sent via email 10/3/2024	263	  Image
10/04/2024	Opposition to Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument filed by May X Zhou	263.1	  Image
10/04/2024	Affidavit of Daniel E. Rosenfeld		  Image
10/04/2024	Reply/Sur-reply Reply in Support of Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument	264	  Image
10/04/2024	Defendant Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent RESERVED until time of Trial. (Dated 10/3/2024) Notice sent via email 10/3/2024	265	  Image
10/04/2024	Opposition to in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent filed by May X Zhou	266	  Image
10/04/2024	Reply/Sur-reply Reply in Support of Motion in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent	267	  Image
10/04/2024	Defendant Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use After hearing DENIED without prejudice. May Zhou shall by October 11, 2024 Supplement answer to interrogatory # 21 as to Lin & Gao's alleged Credit Card use. (Dated 10/2/2024) Notice sent via email 10/3/2024	268	  Image
10/04/2024	Opposition to Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use filed by May X Zhou	269	  Image
10/04/2024	Affidavit of Daniel E. Rosenfeld		  Image
10/04/2024	Reply/Sur-reply Reply to Opposition to Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use	270	  Image
10/04/2024	Affidavit of Daniel E. Rosenfeld		  Image
10/04/2024	Affidavit of May Zhou	271	  Image
10/04/2024	Endorsement on Motion in limine to prohibit Zhou from presenting evidence or testimony concerning the issues raised in Zhou's November 22, 2022 derivative demand letter (#137.0): Reserved Until time of Trial. (Dated 10/3/2024) Notice sent via email 10/3/2024		  Image
10/07/2024	Event Result:: Final Trial Conference scheduled on: 11/01/2024 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/07/2024	Event Result:: Final Trial Conference scheduled on: 11/02/2024 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/08/2024	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's EMERGENCY Motion to Strike May Zhou's Exhibit List	272	  Image
10/09/2024	Event Result:: Motion Hearing scheduled on: 10/09/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding		

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	Staff: Erin Coronado, Assistant Clerk Magistrate		
10/10/2024	Opposition to To KL Parties' Emergency Motion to Strike May Zhou's Exhibit List filed by May X Zhou	273	 
10/11/2024	Endorsement on Motion to Intervene (#253.0): DENIED After hearing and review, DENIED. See Decision and Order of today's date. (Dated: 10/9/24) (Notice Sent by Email 10/10/24)		   
10/11/2024	MEMORANDUM & ORDER: On Non-Party Texas Insurance Company's Motion to Intervene See Paper no. 274 (Dated:10/9/24) (Notice Sent in Email 10/10/24) Judge: Squires-Lee, Hon. Debra A	274	   
10/11/2024	Endorsement on Motion to Strike May Zhou's Exhibit List (#272.0): Other action taken Allowed in part. Exhibit list is stricken. This case will be tried efficiently. Zhou to provide further updated exhibit list, limited to clearly identified documents (by name or bates number) that she in good faith intends to offer into evidence at trial, by close of business 5:00 pm October 14, 2024. Parties to cooperate on a streamlined agreed upon list of exhibits. (Dated:10/10/24) (Notice Sent by Email 10/10/24)		   
10/11/2024	Proposed Filings/Orders Christine Lin, Steven Gao, and Knowledgelink Group, Inc.'s Proposed Findings of Facts with May Zhou's Responses		   
10/11/2024	Proposed Filings/Orders KL Parties' Proposed Conclusions of Law		   
10/15/2024	Knowledgelink, Lin and Gao's Contested Exhibit List		   
10/15/2024	Plaintiff May X Zhou's Response to Knowledgelink, Lin and Gao's Proposed Exhibit List		   
10/15/2024	Plaintiff May X Zhou's Notice in Regards to Inadvertently Stipulated Facts	275	   
10/17/2024	Revised Joint Trial Exhibit List Applies To: Zhou, May X (Plaintiff); Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant)		   
10/18/2024	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages ENDORSEMENT: After review, DENIED for the reasons stated in Paper 159. Evidence of the claims not excludable because of a lack of directly specified damages. If there is no such evidence that will be addressed in Count;s finding. (Dated: 10/16/24)	276	
10/18/2024	Opposition to Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages filed by May X Zhou	277	   
10/18/2024	Response to in Support of Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages filed by Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc	278	   
10/21/2024	Objection to Plaintiff's Corrected Second Revised Proposed List of Trial Exhibits filed by May X Zhou	279	   
10/21/2024	KnowledgeLink, Lin and Gao's Contested Exhibit List		   
10/21/2024	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s EMERGENCY Motion in limine to Exclude May Zhou's Rule 1006 Exhibits	280	   
10/21/2024	Event Result:: Jury Waived Trial scheduled on: 10/21/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		

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10/22/2024	Plaintiff, Defendant May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), KnowledgeLink Group Inc's Joint Motion for leave to retain court reporter as official record for trial ENDORSEMENT: Allowed. (Dated 10/21/24) (Notice in hand 10/22/24)	281	  Image
10/22/2024	Event Result:: Jury Waived Trial scheduled on: 10/22/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/23/2024	Event Result:: Jury Waived Trial scheduled on: 10/23/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/28/2024	Event Result:: Jury Waived Trial scheduled on: 10/28/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/29/2024	Event Result:: Jury Waived Trial scheduled on: 10/29/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/30/2024	Event Result:: Jury Waived Trial scheduled on: 10/30/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/31/2024	Event Result:: Jury Waived Trial scheduled on: 10/31/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 2384CV01294		
11/01/2024	Affidavit of Jianxin "Steven" Gao	282	  Image
11/08/2024	Event Result:: Settlement Conference scheduled on: 11/08/2024 09:00 AM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding		

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	Staff: Brenda Shisslak, Assistant Clerk Magistrate		
11/13/2024	Event Result:: Settlement Conference scheduled on: 11/14/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Robert L Ullmann, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
11/19/2024	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion to Set a Trial Schedule	283	  Image
11/22/2024	Event Result:: Conference to Review Status scheduled on: 11/22/2024 10:00 AM Has been: Held via Video/Phone Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
11/25/2024	Event Result:: Jury Waived Trial scheduled on: 11/25/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
11/26/2024	Event Result:: Jury Waived Trial scheduled on: 11/26/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
11/26/2024	Letter to Court Regarding Trial Schedule from Defendants	284	 
12/02/2024	ORDER: See paper #285 for Full Order. (dated 11/22/2024)	285	  Image Image
12/02/2024	Event Result:: Jury Waived Trial scheduled on: 12/02/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/03/2024	Declaration Of Xinwei "Christine" Lin filed 12/2/2024	286	  Image
12/03/2024	Event Result:: Jury Waived Trial scheduled on: 12/03/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/04/2024	Event Result:: Jury Waived Trial scheduled on: 12/04/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/05/2024	Event Result:: Jury Waived Trial scheduled on: 12/05/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/09/2024	Event Result:: Jury Waived Trial scheduled on: 12/09/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		

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12/10/2024	Event Result:: Jury Waived Trial scheduled on: 12/10/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/11/2024	Endorsement on Motion in limine to exclude May Zhou's Rule 1006 Exhibits (#280.0): ALLOWED Allowed for reasons stated on record today. (dated 12/10/24) Notice in hand 12/10/24		 Image
12/11/2024	KL Parties Bench Memorandum Regarding Authentication of Foreign Documents	287	 Image
12/11/2024	Event Result:: Jury Waived Trial scheduled on: 12/11/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/12/2024	Event Result:: Jury Waived Trial scheduled on: 12/12/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/13/2024	Bench Memorandum Regarding Admissibility Of The Statements Of A Co-Conspirator Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant)	288	 Image
12/13/2024	Bench Memorandum Regarding Mass. G. Evid. S. 801(d)(2) (E) Joint Venturer Hearsay Exception Applies To: Zhou, May X (Plaintiff)	289	 Image
12/13/2024	Event Result:: Jury Waived Trial scheduled on: 12/13/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/16/2024	Event Result:: Jury Waived Trial scheduled on: 12/16/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/17/2024	Event Result:: Jury Waived Trial scheduled on: 12/17/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/17/2024	Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Memorandum on Zhou's Untimely Lanigan Motion	291	 Image
12/18/2024	Bench Memorandum Objecting To KL Parties' Expert Reports (Filed 12/17/24) Endorsement: After hearing, court will accept the report of Peter Resnick and hear testimony. Court will hear qualifications re Mr. Kipfer and address any motions at that. dated (12/17/24) Judge: Squires-Lee, Hon. Debra A Notice Sent 12/18/24	290	 Image
12/18/2024	Exhibits/Appendix To May Zhou's Bench Memorandum Objecting To KL Parties' Expert Reports		 Image
12/18/2024	Event Result:: Jury Waived Trial scheduled on: 12/18/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding		

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	Staff: Erin Coronado, Assistant Clerk Magistrate		
12/18/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 12/18/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
12/19/2024	Event Result:: Jury Waived Trial scheduled on: 12/19/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/20/2024	Event Result:: Jury Waived Trial scheduled on: 12/20/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
12/23/2024	Bench Memorandum	292	 
12/23/2024	Defendant Christine Lin (as amended)'s Motion to Dismiss All Claims Of May X. Zhou Pursuant To Mass. R. Civ. P. 41(b)(2) (Second Sentence)	293	 
01/10/2025	Response to KL Parties' Bench Memorandum Regarding Standard of Proof of Damages Where May Zhou Withheld KLIS Documents filed by May X Zhou	294	 
01/10/2025	Matter taken under advisement: Jury Waived Trial scheduled on: 01/10/2025 09:00 AM Has been: Held - Under advisement Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		 
03/03/2025	Attorney withdrawal of appearance electronically filed. Applies To: Haskins, Esq., Lauren (Attorney) on behalf of KnowledgeLink Group Inc (Defendant)		 
03/03/2025	Attorney appearance On this date Lauren Haskins, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group Inc		
03/03/2025	Attorney appearance On this date Lauren Haskins, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
03/03/2025	Attorney appearance On this date Lauren Haskins, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group, Inc (Derivative Defendant) Copied from linked case: 2384CV01294		
03/27/2025	Notice of Attorney's Lien of David M. McGlone of Gesmer Updegrove LLP	295	 
03/28/2025	Amended Notice of Attorney's Lien of David M. McGlone of Gesmer Updegrove LLP	296	 
04/10/2025	ORDER: FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER FOR JUDGMENT ORDER: * Case No. 1884CV02607: Judgment shall enter for May X. Zhou and against Xinwei (Christine) Lin and Jianxin (Steven) Gao in the amount of \$2,520,000 (two million, five hundred and twenty thousand dollars) for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and civil conspiracy, and in the amount of \$1,000,000 (one million dollars) for defamation for a total amount of \$3,520,000 (three million, five hundred and twenty thousand dollars). Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall, within sixty days of the date of this Order, reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies ⁵⁸ and restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline. * Case No. 1884CV02376: Judgment shall enter for May X. Zhou and against	297	 

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	KnowledgeLink Group, Inc. * Case No. 2384CV01294: Judgment shall enter for May X. Zhou, on behalf of KnowledgeLink Group, Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. Within sixty days of the date of entry of this Order, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall provide May X. Zhou a complete forensic financial accounting of Shanghai Nuolin Business Consulting Co. Ltd. from the date of its founding to the present. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline. * Civil Contempt: Judgment shall enter for May X. Zhou on the claim of civil contempt. Entry of Final Judgments in these consolidated cases shall be stayed for sixty days or until the reports referenced above have been filed whichever occurs sooner. SO ORDERED. (dated 4/9/25) notice sent by email 4/9/25 (see p#297 for full Decision and Order)		
04/30/2025	Defendants Christine Lin (as amended), Jianxin Steven Gao's EMERGENCY Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. Or (2) Stay of Reinstatement Order Pending Appeal	298	 Image
04/30/2025	Exhibits/Appendix		 Image
05/06/2025	Opposition to Emergency Motion of Christine Lin and Steven Gao for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Pending Appeal and Plaintiff May X. Zhou's Cross-Motion to Modify the Court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Indep filed by May X Zhou	299	 Image
05/08/2025	Opposition to Plaintiff May. X. Zhou's Cross-Motion to Modify the court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Independent Directors in their Place filed by KnowledgeLink Group Inc	300	 Image
05/08/2025	Event Result:: Motion Hearing scheduled on: 05/08/2025 03:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
05/12/2025	Endorsement on Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. Or (2) Stay of Reinstatement Order Pending Appeal (#298.0): DENIED After hearing and review, DENIED except that Order will be Amended to give parties additional time in one respect. (Dated 5/9/2025) Notice sent 5/9/2025		 Image
05/12/2025	Endorsement on Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Pending Appeal and Plaintiff May X. Zhou's Cross-Motion to Modify the Court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Indep filed by May X Zhou (#299.0): Other action taken After Hearing and review, ALLOWED-IN-PART Order will be Amended to require the appointment of two independent directors in addition to Lin, Gao, and Zhou on the Boards. (Dated 5/9/2025) Notice sent 5/9/2025		 Image
05/12/2025	ORDER: Findings of Fact, Conclusion of law, and Order for Judgment Amended and Restated Order for Judgment See paper # Entry of Final Judgment in these Consolidated cases shall be stayed for sixty days of the date of this Order. (Dated 5/9/2025) Notice sent 5/9/2025	301	 Image
05/13/2025	Attorney appearance electronically filed.		 Image
05/13/2025	Attorney appearance electronically filed. Copied from linked case: 1884CV02736		 Image
05/13/2025	Attorney appearance electronically filed. Copied from linked case: 2384CV01294		
05/15/2025	Attorney withdrawal electronically filed.		 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
05/30/2025	Report of Christine Lin and Steven Gao Confirming Their Compliance with Order Directing a Complete Forensic Accounting of Shangahi Nuolin Business Consulting Co. LTD Copied from linked case: 2384CV01294		
06/09/2025	Notice of appeal filed. Notice sent 6/13/25 Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant)	302	  Image
06/09/2025	Plaintiff May X Zhou's Motion for Attachment of Real Estate	303	  Image
06/09/2025	May X Zhou's Memorandum in support of Motion for Attachment of Real Estate	304	  Image
06/09/2025	Affidavit filed by Plaintiff May X Zhou in support of Motion for Attachment of Real Estate	305	  Image
06/09/2025	Defendants Christine Lin (as amended), Jianxin Steven Gao's Response to Plaintiff's Motion for Attachment of Real Estate	306	  Image
06/09/2025	Plaintiff May X Zhou's Reply in Further Support of Her Motion for Attachment of Real Estate	307	  Image
06/09/2025	Plaintiff May X Zhou's Notice of Filing and List of Documents	308	  Image
06/10/2025	Notice of docket entry received from Appeals Court Please take note that on June 9, 2025, the above referenced matter (2025-J-0423) has been entered on the single justice docket of the Appeals Court.	309	  Image
06/13/2025	Endorsement on Motion for attachment of real estate (#303.0): ALLOWED Allowed. Writ of attachment to issue in the amount of \$1,584,000 (one million, five hundred eighty-four thousand dollars) on the real property known as and numbered 35 Preston Road, Lexington Mass. in favor of May X. Zhou. Parties are free to enter any agreement, including an escrow agreement, thereafter seek dissolution if appropriate. (Dated 6/11/25) (Notice emailed 6/11/25)		  Image
07/02/2025	Plaintiff May X Zhou's EMERGENCY Motion to Make Additional Findings or Stay Entry of Final Judgment	310	  Image
07/02/2025	May X Zhou's Memorandum in support of Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment	311	  Image
07/02/2025	Affidavit of Jimmy S. Pappas	312	  Image
07/03/2025	Notice of Christine Lin and Steven Gao Stating Intention to Oppose Plaintiff's July 2, 2025 "Emergency" Motion, and Request for Briefing Schedule	313	  Image
07/07/2025	Exhibits/Appendix	314	  Image
07/07/2025	Attorney appearance electronically filed. Copied from linked case: 1884CV02736		
07/08/2025	Event Result:: Conference to Review Status scheduled on: 07/08/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
07/09/2025	ORDER: Procedural Order in Case Number 1884CV02607 and 2384CV1294 See p#315 for complete Order. (dated 7/9/25) Notice sent by email	315	  Image
07/09/2025	Court received Copy of Notice of Assembly of the Record from the Appeals Court related to appeal The parties are hereby notified that the RECORD IS FULLY ASSEMBLED in the subject case in accordance with the Massachusetts Rules of Appellate Procedure (Mass.R.A.P Rule 9). Your attention is directed to the requirements of Mass.R.A.P. 10.	316	  Image
07/09/2025	Notice of docket entry received from Appeals Court Please take note that, with respect to the Motion Concerning Petition for Relief filed for Xinwei Christine Lin (as amended) and Jianxin Steven Gao (as amended) by Attorney Nicholas Ramacher. (Paper #10), on July 9, 2025, the following order was entered on the docket of the above-referenced case (2025-J-0423): RE#10: No action needed. See 7/7/25 order RE#1. *Notice.	317	  Image
07/10/2025	Docket Note: Copies received of Defendants-Appellans Xinwei "Christine" Lin and Jianxin "Steven" Gao's Emergency Motion to Stay and Expedite Appeal and the Memorandum in Support filed with the Appeals Court		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
07/10/2025	Notice of docket entry received from Appeals Court Please take note that on July 7, 2025, the following entry was made on the docket of the above-referenced case: RE#1: The defendants Christin Lin and Steven Gao have filed a petition pursuant to G.L. c. 231, s. 118, first par., requesting review of the 5/9/25 Suffolk Superior Court order to "reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink [Group, Ind. (KL)] with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and examination of comparable salaries for similar companies." On 4/10/25, judgment entered and on 5/12/25, amended judgment entered. As final judgment has entered, relief under the first paragraph of G.L. c. 231, s. 118, is not available. See Gibbs Ford, Inc. v. United Truck Leasing Corp., 399 Mass. 8, 10 (1987) ("if a final judgment has been entered . . . relief under the first paragraph of G.L. c. 231, s. 118, is not available"). Accordingly, the petition portion of this filing is dismissed. In the alternative the defendants request a stay pending appeal. The authority of the single justice to order a stay pending appeal is limited. In a civil case, "[a]n appellant seeking a stay pending appeal must ordinarily meet four tests: (1) the likelihood of appellant's success on the merits; (2) the likelihood of irreparable harm to appellant if the court denies the stay; (3) the absence of substantial harm to other parties if the stay issues; and (4) the absence of harm to the public interest from granting the stay." Property Acquisition Group, LLC v. Ivester, 95 Mass. App. Ct. 170, 180 (2019), quoting C.E. v. J.E., 472 Mass. 1016, 1017 (2015). After careful review of the defendants' filings and the plaintiff's response, I conclude that the defendants have not demonstrated a likelihood of success on the merits of their appeal. Accordingly, the alternative request for a stay pending appeal is denied. (Brennan, J.) *Notice/attest/Squires-Lee, J. (Received 7/7/25)	318	  Image
07/11/2025	Notice of Entry of appeal received from the Appeals Court In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case was entered in this Court on July 9, 2025	319	  Image
07/18/2025	Notice of docket entry received from Appeals Court Please take note that on July 18, 2025, the following entry was made on the docket of the above-referenced case: ORDER: The defendants have appealed from the order of a different single justice entered on 7/7/25 (see 2025-J-0423). In the order, the single justice dismissed the "petition portion" of the defendants' filing -- i.e., the portion that sought interlocutory relief under G. L. c. 231, § 118, first par. -- concluding that such relief was not available because final judgment had entered. The single justice then denied the portion of the defendants' filing that sought a stay pending appeal, concluding that they failed to demonstrate a likelihood of success on the merits. After this appeal from the single justice's order was entered, the defendants filed an emergency motion to stay and to expedite the appeal and, at my request, a status report. In both documents, the defendants state that the single justice erred by dismissing the "petition portion" of their filing because final judgment had not entered. The Superior Court docket and the Superior Court judge's order of 7/9/25 confirm that final judgment still has not entered. Thus, it appears that the defendants' filing before the single justice is properly construed as a petition for interlocutory relief under G. L. c. 231, § 118, first par. Although the defendants assert in their status report that "Section 118 provides an appropriate jurisdictional basis for the Court to enter a stay of the reinstatement order pending entry of final judgment," that is incorrect. There is no right to appeal a single justice's denial of a petition brought under G.L. c. 231, § 118, first par. See McMenimen v. Passatempo, 452 Mass. 178, 189-90 (2008). Accordingly, on or before 7/24/25, the defendants shall file a memorandum not exceeding five pages, showing cause how jurisdiction over this appeal is proper; the plaintiff may file a memorandum not exceeding five pages by the same date. See Rental Property Management Services v. Hatcher, 479 Mass. 542, 547 (2018), quoting HSBC Bank USA, N.A. v. Matt, 464 Mass. 193, 199 (2013) ("whenever a problem of subject matter jurisdiction becomes apparent to a court, the court has 'both the power and the obligation' to resolve it, 'regardless [of] whether the issue is raised by the parties'"). Alternatively, the parties may file a stipulation of dismissal of this appeal by that date. (Shin, J.) *Notice/attest/Squires-Lee, J.	320	  Image
07/23/2025	Attorney withdrawal electronically filed.		  Image
07/23/2025	Attorney appearance On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group Inc		  Image
07/23/2025	Attorney appearance On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group, Inc (Derivative Defendant) Copied from linked case: 2384CV01294		
07/23/2025	Attorney appearance On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
07/28/2025	Transcript of 10/1/24 and 10/2/24 received from transcriber Barbara Reardon (via email)		
07/29/2025	Transcript of 10/21/24 10/22/24 10/23/24 10/28/24 10/29/24 10/30/24 10/31/24 11/25/24 11/26/24 12/2/24 12/3/24 12/4/24 12/5/24 12/9/24 12/10/24 12/11/24 12/12/24 12/13/24 12/16/24 12/17/24 12/18/24 12/19/24 12/20/24 1/10/25 5/8/25 7/8/25 received (via email)		
07/31/2025	Defendants Christine Lin (as amended), Jianxin Steven Gao's Motion to Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest	321	  Image
07/31/2025	Exhibits/Appendix Christine Lin and Steven Gao's Index of Exhibits in Support of Motion Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest	322	  Image

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
07/31/2025	Opposition to Motion Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest filed by May X Zhou	323	 
07/31/2025	Reply/Sur-reply Reply Memorandum of Christine Lin and Steven Goa Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest	324	   
07/31/2025	Defendants Christine Lin (as amended), Jianxin Steven Gao's Notice of Filing Pursuant to Superior Court Rules 9A(b)(iii) and 58	325	 
07/31/2025	Defendant Christine Lin (as amended), Jianxin Steven Gao's Notice of Certifying Delivery of Transcripts for Appeal Pursuant to Mass. Gen. Laws Ch. 231§118 (second paragraph)	326	 
08/01/2025	Event Result:: Conference to Review Status scheduled on: 08/01/2025 10:00 AM Has been: Held via Video/Phone Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
08/04/2025	Exhibits/Appendix Copied from linked case: 1884CV02736		
08/04/2025	Plaintiff Knowledgelink Group Inc's Certificate in Regards to Transcript Orders Copied from linked case: 1884CV02736		
08/07/2025	Party(s) file Stipulation Concerning Special Master to Recommend Independent Directors Applies To: Zhou, May X (Plaintiff); Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant)	327	 
08/08/2025	Transcript of 12/12/23 8/1/24 & 10/9/24 received from transcriber Barbara Reardon (via email)		
08/11/2025	Notice of docket entry received from Appeals Court Please take note that, with respect to the Emergency Motion to Stay and Expedite Appeal filed for Jianxin "Steven" Gao and Xinwei "Christine" Lin by Attorney Kevin Martin. (Paper #3), on July 29, 2025, the following entry was made on the docket (2025-P-0844): RE#3 The defendants' request to expedite the appeal is allowed, and the defendants' motion to stay is referred to the panel designated to decide this appeal. See Order entered this date. (Shin, J.) *Notice/attest/Squires-Lee, J. (Received 7/29/25)	328	 
08/11/2025	Notice of docket entry received from Appeals Court Please take note that on July 29, 2025, the following entry was made on the docket of the above-referenced case: ORDER: On 07/18/2025, I ordered the defendants to submit a memorandum showing cause how jurisdiction over this appeal is proper, and I granted the plaintiff leave to file a memorandum in response. After review of the parties' submissions (RE##15 &16), and without expressing any view on the propriety of the appeal, I will permit the appeal to proceed on the limited issue of whether the single justice in 25-J-423 abused his discretion in denying the defendants' motion to stay pending appeal the reinstatement injunction that entered in the Superior Court on 05/12/2025. See Mass. R. A. P. 6(i). Although the defendants do not identify a pending appeal, which is a prerequisite for a stay to enter under Mass. R. A. P. 6, the Superior Court docket reflects that the defendants filed a notice of appeal on 06/09/2025 from the reinstatement injunction pursuant to G. L. c. 231, § 118, 2nd par. I likewise express no view on the propriety of that appeal. For current purposes, it suffices to note that that appeal remains pending and arguably gave the single justice the authority to rule on a motion under Mass. R. A. P. 6. The defendants have also moved to stay the reinstatement injunction pending their appeal from the single justice's order and to expedite the appeal. Mass. R. A. P. 6 does not provide for or contemplate the filing of a further motion to stay that may be acted on by a single justice. The defendants' motion to stay must be decided by a panel when assigned. After consideration, I will allow the defendants' request to expedite the appeal. The defendants shall file their brief and appendix by 08/18/2025, and the plaintiff shall file her responsive brief by 09/08/2025. The defendants may file a reply brief on or before 09/15/2025. These deadlines will not be enlarged. The parties should anticipate that the appeal will proceed to oral argument in October. (Shin, J.) *Notice/attest/Squires-Lee, J. (Received 7/29/25)	329	 
08/13/2025	ORDER: Order Concerning Special Master to Recommend Independent Directors Following a hearing on August 1, 2025, and after consideration of Lin Gao, and Zhou's Stipulation Concerning Special Master to Recommend Independent Directors, dated August 7, 2025 (the "Stipulation"), the Court hereby ORDERS that: Pursuant to Mass. R. Civ. P. 53, the Honorable Brian A. Davis (Ret.) is appointed to serve as Special Master for the sole purpose of recommending to the Court individuals to appoint as independent directors (the "Independent Directors") on the Boards of Directors of KnowledgeLink Group, Inc., Cambridge Institute of Business Research, Inc., Cambridge Institute of International Education Corp., and the Green Plant, Inc. (the "Companies") as set forth in the Stipulation. Judge Davis shall have all the powers described in Rule 53(e) and his compensation as master shall be charged equally upon the Companies. SO ORDERED. (Dated: 8/13/25) Notice sent 8/14/25	330	 

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
08/15/2025	Special Master's Report and Recommendation Concerning Independent Directors Notice sent 8/18/25	331	 Image
08/15/2025	Opposition to Plaintiff's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment filed by Christine Lin (as amended), Jianzin Steven Gao(as amended)	332	 Image
08/15/2025	Christine Lin (as amended), Jianxin Steven Gao's Appendix of Exhibits in Support of Opposition		 Image
08/15/2025	Plaintiff May X Zhou's Reply in Further Support of Her Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment	333	 Image
08/15/2025	Affidavit of Jimmy S. Pappas (Supplemental)	334	 Image
08/15/2025	Affidavit of Daniel E. Rosenfeld	335	 Image
08/15/2025	Affidavit of May X. Zhou	336	 Image
08/15/2025	Plaintiff May X Zhou's Notice of Filing and List of Documents	337	 Image
08/15/2025	Plaintiff May X Zhou's Motion for Attachment of Real Estate (Second)	338	 Image
08/15/2025	May X Zhou's Memorandum in support of Motion for Attachment of Real Estate (Second)	339	 Image
08/15/2025	Affidavit of Daniel E. Rosenfeld	340	 Image
08/15/2025	Opposition to Second Motion for Attachment of Real Estate filed by Christine Lin (as amended), Jianzin Steven Gao(as amended)	341	 Image
08/15/2025	Plaintiff May X Zhou's Reply in Further Support of Her Second Motion for Attachment of Real Estate	342	 Image
08/19/2025	Event Result:: Conference to Review Status scheduled on: 08/19/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
08/20/2025	Endorsement on Motion to Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest (#321.0): Other action taken Allowed-in-part See Decision and Order of today's date. (dated 8/19/25) Notice sent by email		 Image
08/20/2025	ORDER: Decision and Order regarding Prejudgment Interest See p#343 for complete Decision and Order. (dated 8/19/25) Notice sent by email	343	 Image
08/22/2025	Plaintiff, Defendants May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), KnowledgeLink Group Inc's Joint Submission of Status Report Regarding Independent Directors	344	 Image
08/26/2025	Endorsement on Motion for attachment of Real Estate (second) (#338.0): ALLOWED up to \$1,7000,000.00 (One Million seven Hundred Thousand dollars and no cents) Writ to issued entered 8/23/2025 Judge: Squires-Lee, Hon. Debra A		
08/27/2025	Endorsement on Motion to to make Additional Findings or Stay Entry of Final Judgment (Emergency Motion) (#310.0): DENIED After hearing and review Denied. See Decision and Order of today's date. Dated: 8/27/25 Notice sent by email 8/27/25 Applies To: Zhou, May X (Plaintiff)		 Image
08/27/2025	ORDER: DECISION AND ORDER ON PLAINTIFF MAY & ZHOU'S EMERGENCY MOTION TO MAKE ADDITIONAL FINDINGS OR STAY ENTRY OF FINAL JUDGMENT: ORDER - For the foregoing reasons, May X. Zhou's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment is DENIED. Judgment shall enter in Case No. 2384CV01294-BLS2 in favor of May X. Zhou, as shareholder and on behalf of KnowledgeLink Group, Inc. against Xinwei "Christine" Lin and Jianxin "Steven" Gao. SO ORDERED Dated: August 27, 2025 Notice sent by email 8/27/25 (See P#345 for complete decision)	345	 Image
08/28/2025	Appeal: Statement of the Case on Appeal (Cover Sheet).		 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
08/28/2025	Notice of assembly of record sent to Counsel		 
08/28/2025	Notice to Clerk of the Appeals Court of Assembly of Record		 
08/29/2025	Judgment. It is ORDERED and ADJUDGED:: Following a Jury Waived Trial and compliance with the Court's Order of 4/10/25 (Squires-Lee, J.), Judgment is entered for May X. Zhou, on behalf of Knowledgelink Group Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. It is further ordered that May X. Zhou shall take nothing on her claims. Judge: Squires-Lee, Hon. Debra A Copied from linked case: 2384CV01294		 
09/03/2025	Event Result:: Conference to Review Status scheduled on: 09/03/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
09/11/2025	Notice of docket entry received from Appeals Court In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case (2025-P-1107) was entered in this Court on September 9, 2025.	346	 
09/23/2025	Event Result:: Conference to Review Status scheduled on: 09/23/2025 02:00 PM Has been: Held via Video/Phone Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/13/2025	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended)'s EMERGENCY Motion for (1) Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) To Stay Entry of Final Judgment Pending Discovery of All Material Facts	347	 
10/13/2025	Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Memorandum in support of Emergency Motion (1) for Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) to Stay Entry of Final Judgment Pending Discovery of All Material Facts	348	 
10/13/2025	Affidavit of Junyi Chen	349	 
10/13/2025	Affidavit of Christine Lin	350	 
10/13/2025	Affidavit of Steven Gao	351	 
10/13/2025	Affidavit of T. Christopher Donnelly	352	 
10/14/2025	Transcript of 9/13/18 12/18/19 & 9/10/24 received from transcriber Eileen Dhondt (via email)		 
10/14/2025	Event Result:: Conference to Review Status scheduled on: 10/14/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
10/24/2025	Supplemental Memorandum of Christine Lin and Steven Gao in Support of Emergency Motion (10 for Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) to Stay Entry of Final Judgment Pending Discovery of All Material Facts	353	 
10/24/2025	Affidavit of Christopher Donnelly (Second)	354	 
10/28/2025	Event Result:: Conference to Review Status scheduled on: 10/28/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		 
11/07/2025	Event Result:: Conference to Review Status scheduled on: 11/07/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
11/12/2025	Event Result:: Conference to Review Status scheduled on: 11/12/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate		
11/13/2025	Proposed Filings/Orders Proposed Order Appointing Independent Directors		  Image
11/14/2025	ORDER: Order Appointing Independent Directors See paper #355 (Dated 11/13/25) (Notice emailed 11/14/25)	355	  Image
11/14/2025	Opposition to Emergency Motion of Christine Line and Steven Gao (1) for Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) to Stay Entry of Final Judgment Pending Discovery of all Material Facts filed by May X Zhou	356	  Image
11/14/2025	Affidavit of Daniel E. Rosenfeld	357	  Image
11/14/2025	Affidavit of May X. Zhou	358	  Image
11/14/2025	Affidavit of Jianbo Li	359	  Image
12/17/2025	Attorney appearance electronically filed.		  Image
12/18/2025	Court received Rescript from the Appeals Court. Order of single justice denying stay pending appeal affirmed. related to appeal	360	  Image
01/02/2026	Endorsement on Motion for 1) Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) To Stay Entry of Final Judgment Pending Discovery of All Material Facts (#347.0): DENIED See Decision and Order of today's date (dated 12/30/25) notice sent by email 1/2/26		  Image
01/02/2026	ORDER: Decision and Order on Emergency Motion of Christin Lin and Steven Gao for 1) Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) To Stay Entry of Final Judgment Pending Discovery of All Material Facts Motion for 1) Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) To Stay Entry of Final Judgment Pending Discovery of All Material Facts is DENIED. Plaintiff's request for fees in connection with the Motion is likewise DENIED. (see P#361 for full Decision and Order). Notice sent by email 1/2/26	361	  Image
01/05/2026	Judgment. It is ORDERED and ADJUDGED:: Judgment is entered for Plaintiff May X. Zhou and against Defendants Xinwei (Christine) Lin and Jainxin (Steven) Gao in the amount of \$2,520,000 for breach of fiduciary duty, aiding and abetting breach of fiduciary duty and civil conspiracy, and in the amount of \$1,000,000 for defamation, for a total of \$3,520,000, of which \$2,800,000 is subject to statutory prejudgment interest of 12% in the amount of \$2,479,870.40. Plaintiff May X. Zhou shall recover from Defendants Xinwei (Christine) Lin and Jainxin (Steven) Gao Judgment in the total amount of \$5,999,870.40. It is further ORDERED and ADJUDGED: Xinwei (Christine) Lin and Jianxin (Steven) Gao shall reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies. Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner. Further, the parties shall work cooperatively and diligently to identify and locate two independent directors to serve with Xinwei (Christine) Lin, Jianxin (Steven) Gao, and May X. Zhou on the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which May X. Zhou is a thirty percent owner Entered on docket pursuant to Mass R Civ P 58(a) and notice sent to parties pursuant to Mass R Civ P 77(d)	362	  Image
01/09/2026	Defendant Christine Lin (as amended), Jianxin Steven Gao's Notice of Appeal	363	  Image
01/09/2026	Notice of appeal filed. (See p#363) Notice sent 1/12/26 Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant)		  Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
01/22/2026	Transcript of 12/12/23 with corrected filename received from transcriber Barbara Reardon (via email)		
01/23/2026	Transcripts of 9/13/18 7/10/19 7/31/19 9/29/20 5/9/22 4/8/24 8/1/24 10/1/24 10/2/24 10/9/24 10/21/24 10/22/24 10/23/24 10/28/24 10/29/24 10/30/24 10/31/24 11/25/24 11/26/24 12/2/24 12/3/24 12/4/24 12/5/24 12/9/24 12/10/24 12/11/24 12/12/24 12/13/24 12/16/24 12/17/24 12/18/24 12/19/24 12/20/24 1/10/25 5/8/25 7/8/25 received (via email)		
01/23/2026	Transcript of 1/29/19 7/31/19 9/29/20 10/12/23 8/1/25 9/23/25 & 10/14/25 received (via flash drive and email)		
01/23/2026	Plaintiff May X Zhou's Notice of Cross Appeal	364	  Image
01/23/2026	Notice of cross appeal filed. (See p#364) Notice sent 1/29/26 Applies To: Zhou, May X (Plaintiff)		
01/23/2026	Defendant Christine Lin (as amended), Jianxin Steven Gao's Submission of Certification Re: Transcripts	365	  Image
	All relevant transcripts have been received		
02/04/2026	Transcript of 9/24/24 received (via email)		
02/06/2026	Transcript of 2/14/19 8/13/19 10/29/19 11/21/19 12/18/19 2/14/20 8/3/20 9/2/20 9/16/20 10/27/20 12/14/20 2/17/21 3/22/21 7/6/21 7/15/21 7/30/21 10/21/21 8/25/23 8/28/23 8/1/24 9/24/24 8/1/25 8/19/25 received (via email)		
02/06/2026	Plaintiff May X Zhou's Submission of Certificate Regarding Transcript Orders	366	  Image
	Transcript of 7/30/21 8/26/21 11/2/22 12/6/22 9/8/23 10/27/23 5/24/24 ordered		
02/12/2026	Transcript of 10/27/23 received from transcriber Diane Harris (via email)		
02/12/2026	Revised Transcript of 10/27/23 received from transcriber Diane Harris (via email)		
03/10/2026	Transcript of 9/8/23 received from transcriber Eileen Dhondt (via email)		
03/16/2026	Transcript 7/30/21 11/2/22 12/6/22 9/8/23 received (via email)		
03/18/2026	Plaintiff May X Zhou's Submission of Certificate Regarding Completed Transcript Orders	367	  Image
04/06/2026	Appeal: Statement of the Case on Appeal (Cover Sheet).		  Image
04/06/2026	Notice of assembly of record sent to Counsel		  Image
04/06/2026	Notice to Clerk of the Appeals Court of Assembly of Record		  Image
04/09/2026	Notice of Entry of appeal received from the Appeals Court In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case (2026-P-0503) was entered in this Court on April 9, 2026.	368	  Image
Showing 501 to 757 of 757 << < 1 2 > >>			

- Case Type:
- Contract / Business Cases
- Case Status:
- Open
- File Date
- 08/31/2018
- DCM Track:
- B - Special Track (BLS)
- Initiating Action:
- Restrictive Covenants
- Status Date:
- 08/31/2018
- Case Judge:
-
- Next Event:
-

[All Information](#)
[Party](#)
[Subsequent Action/Subject](#)
[Event](#)
[Tickler](#)
[Docket](#)
[Linked Case](#)
[Disposition](#)

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Alias

Party Attorney

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[More Party Information](#)

Subsequent Action/Subject

<u>Description</u>	<u>Status</u>	<u>SA/Subject #</u>	<u>Status Date</u>	<u>Responding Party</u>	<u>Judgments</u>	<u>Pleading Party</u>
Contempt	Filed	1	10/24/2023	Zhou, May	0	KnowledgeLink Group Inc

Events

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
09/13/2018 11:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing on Preliminary Injunction	Sanders, Hon. Janet L	Held as Scheduled
02/14/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Salinger, Hon. Kenneth W	Held as Scheduled
07/10/2019 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing on Preliminary Injunction		Held as Scheduled
07/31/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Sanders, Hon. Janet L	Held as Scheduled
08/13/2019 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Sanders, Hon. Janet L	Held as Scheduled
10/29/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference		Held as Scheduled
11/21/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Sanders, Hon. Janet L	Held as Scheduled
12/18/2019 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Held as Scheduled
01/27/2020 03:00 PM	Business Litigation 2		BLS Rule 16 Litigation Control Conference		Not Held
02/13/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Salinger, Hon. Kenneth W	Not Held

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
02/14/2020 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Salinger, Hon. Kenneth W	Held as Scheduled
04/09/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status		Rescheduled-Covid-19 emergency
08/03/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference	Sanders, Hon. Janet L	Held as Scheduled
08/06/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	BLS Rule 16 Litigation Control Conference		Not Held
09/02/2020 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Sanders, Hon. Janet L	Held as Scheduled
07/06/2021 11:30 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing RE: Discovery Motion(s)	Ricciuti, Hon. Michael D	Held via Video/Phone
07/15/2021 09:30 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held via Video/Phone
07/28/2021 03:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held as Scheduled
07/30/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held as Scheduled
08/13/2021 10:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Not Held
08/13/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Not Held
08/26/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Ricciuti, Hon. Michael D	Held as Scheduled
10/21/2021 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Hearing RE: Discovery Motion(s)	Ricciuti, Hon. Michael D	Held as Scheduled
04/26/2022 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 56 Hearing	Salinger, Hon. Kenneth W	Rescheduled
05/09/2022 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Rule 56 Hearing	Salinger, Hon. Kenneth W	Held - Under advisement
10/04/2022 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Pre-Trial Conference		
08/25/2023 11:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Motion Hearing	Ricciuti, Hon. Michael D	
08/30/2023 02:00 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Final Trial Conference	Ricciuti, Hon. Michael D	
09/05/2023 09:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Jury Trial	Ricciuti, Hon. Michael D	Rescheduled
04/08/2024 11:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Salinger, Hon. Kenneth W	
09/10/2024 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	Held as Scheduled
10/31/2024 02:00 PM	Civil J	BOS-13th FL, CR 1309 (SC)	Hearing on Proposed Settlement	Ricciuti, Hon. Michael D	Held as Scheduled

Ticklers

<u>Tickler</u>	<u>Start Date</u>	<u>Due Date</u>	<u>Days Due</u>	<u>Completed Date</u>
Service	08/31/2018	11/29/2018	90	
Answer	09/21/2018	10/02/2018	11	
Discovery	08/31/2018	04/02/2021	945	03/25/2020
Rule 56 Served By	08/31/2018	06/18/2021	1022	03/25/2020
Rule 56 Filed By	08/31/2018	07/30/2021	1064	03/25/2020
Under Advisement	05/09/2022	06/08/2022	30	07/14/2022

Docket Information

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
08/31/2018	Attorney appearance On this date William Joseph Lovett, Esq. added for Plaintiff KnowledgeLink Group Inc		
08/31/2018	Attorney appearance On this date Justin P O'Brien, Esq. added for Plaintiff KnowledgeLink Group Inc		
08/31/2018	Attorney appearance On this date Julia Wells Monack McLetchie, Esq. added for Plaintiff KnowledgeLink Group Inc		
08/31/2018	Original civil complaint filed.	1	 Image
08/31/2018	Civil action cover sheet filed.	2	 Image
09/04/2018	Plaintiff KnowledgeLink Group Inc's EMERGENCY Motion for Short Order of Notice	3	
09/04/2018	Plaintiff KnowledgeLink Group Inc's EMERGENCY Motion for Preliminary Injunction, Attachment on Trustee Process, and Expedited Discovery	4	
09/05/2018	KnowledgeLink Group Inc's MOTION for appointment of Special Process Server. Dewsnap & Associates (filed 8/31/18)	5	
09/05/2018	General correspondence regarding This matter has been accepted into the Suffolk Business Litigation Session. It has been assigned to BLS2 Dated: 9/4/18 Notice sent 9/4/18 Judge: Sanders, Hon. Janet L	6	 Image
09/05/2018	Endorsement on Motion for Appointment of Special Process Server (#5.0): ALLOWED (dated 9/5/18) Judge: Sanders, Hon. Janet L		 Image
09/12/2018	Opposition to to Emergency Motion by Plaintiff Knowledglink Group Inc for Preliminary Injunction, Attachment on Trustee Process, and Expedited Discovery filed by May Zhou	7	
09/13/2018	Event Result:: Hearing on Preliminary Injunction scheduled on: 09/13/2018 11:00 AM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Appeared: Staff: Richard V Muscato, Assistant Clerk Magistrate		
09/14/2018	Summons, Short Order of Notice, returned SERVED in hand to person/agent in charge on 9/7/2018; Applies To: Zhou, May (Defendant)	8	 Image
09/17/2018	Endorsement on Motion for preliminary injunction, attachment on trustee process, and expedited discovery; (#4.0): ALLOWED seer order; (paper# 10.0) notice sent on 9/19/2018; Judge: Sanders, Hon. Janet L		 Image
09/18/2018	Endorsement on Motion for Short Order of Notice (#3.0): ALLOWED in part and DENIED in part (see Order) Memorandum to follow (dated 9/13/18) notice sent 9/17/18 Judge: Sanders, Hon. Janet L		 Image
09/18/2018	ORDER: re: Preliminary Injunction (see P#9 for order) (dated 9/13/18) notice sent 9/17/18 Judge: Sanders, Hon. Janet L	9	 Image
09/18/2018	MEMORANDUM & ORDER: on Plaintiff's Emergency Motion for Preliminary Injunction, Attachment on Trustee Process and Expedited Discovery Judge: Sanders, Hon. Janet L (see P#10 for order) (dated 9/17/18) notice sent 9/17/18 Judge: Sanders, Hon. Janet L Judge: Sanders, Hon. Janet L	10	 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
09/20/2018	Defendant May Zhou's Submission of Accounting Pursuant of this Court's order dated September 13, 2018	11	
09/25/2018	Plaintiff KnowledgeLink Group Inc, May Zhou's Joint Motion to Extend Deadlines: ALLOWED (dated 9/21/18) notice sent 9/25/18	12	 
10/04/2018	Received from Defendant Zhou, May: Answer to original complaint;	13	 
10/04/2018	Attorney appearance On this date Kurt S Kusiak, Esq. added for Defendant May Zhou		 
10/04/2018	Attorney appearance On this date Ethan Z Davis, Esq. added for Defendant May Zhou		
10/04/2018	Attorney appearance On this date Ashly Scheufele, Esq. added for Defendant May Zhou		
12/19/2018	Plaintiff KnowledgeLink Group Inc, May Zhou's Joint Motion for Entry of Stipulated Protective Order	14	
01/03/2019	Endorsement on Motion for Entry of Stipulated Protective Order (#14.0): ALLOWED (dated 12/19/18) notice sent 1/2/19		 
01/03/2019	ORDER: Stipulated Protective Order (see P#15) Notice sent 1/2/19	15	 
01/29/2019	The following form was generated: Notice to Appear - BLS Sent On: 01/29/2019 14:34:47		 
02/14/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 02/14/2019 02:00 PM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding Appeared: Staff: Richard V Muscato, Assistant Clerk Magistrate		
02/14/2019	The following form was generated: Notice to Appear Sent On: 02/14/2019 14:47:24		
05/10/2019	Defendant May X Zhou's Assented to Motion for extension of document production deadline Copied from linked case: 1884CV02607		
05/15/2019	Endorsement on Motion for extension of document production deadline (#12.0): ALLOWED Dated: 5/14/19; Notified: 5/14/19 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
05/20/2019	Attorney appearance On this date Ashly Scheufele, Esq. dismissed/withdrawn for Defendant May Zhou		 
05/21/2019	Attorney appearance On this date Kurt S Kusiak, Esq. added for Plaintiff May X Zhou Copied from linked case: 1884CV02607		 
05/21/2019	Attorney appearance On this date Jared Hubbard, Esq. added for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
05/31/2019	Plaintiff May X Zhou's EMERGENCY Motion for impoundment Copied from linked case: 1884CV02607		
05/31/2019	Defendant May X Zhou's EMERGENCY Motion to quash subpoena and for grant of a Protective order Copied from linked case: 1884CV02607		
05/31/2019	Attorney appearance On this date Terrance Devon Lanier, Esq. added for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
06/04/2019	Endorsement on Motion for Impoundment (#13.0): DENIED without prejudice. The mere fact that someone labelled a document as "confidential" does not establish that it should be impounded and kept out of public file (dated 6/3/19) notice sent 6/4/19		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
06/04/2019	Endorsement on Motion to Quash Subpoena and for Grant of a Protective Order (#14.0): DENIED without prejudice to being served on a non-emergency basis and filed with any opposition in accord with Superior Court Rule 9A. There is no apparent emergency (dated 6/3/19) notice sent 6/4/19 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
06/04/2019	General correspondence regarding Objection to Subpoena by Non-Party Xiangke Zhou and Motion to Quash Subpoena Copied from linked case: 1884CV02607		
06/07/2019	Plaintiff KnowledgeLink Group Inc's Motion to modify Preliminary Injunction (w/opposition)	16	
06/14/2019	The following form was generated: Notice to Appear Sent On: 06/14/2019 15:16:05		
06/14/2019	The following form was generated: Notice to Appear Sent On: 06/14/2019 15:18:14 Copied from linked case: 1884CV02607		
06/28/2019	Attorney appearance On this date Ethan Z Davis, Esq. dismissed/withdrawn for Defendant May Zhou		
07/10/2019	Event Result:: Hearing on Preliminary Injunction scheduled on: 07/10/2019 10:00 AM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
07/10/2019	Endorsement on Motion to Modify Preliminary Injunction (#16.0): DENIED for reasons stated in open court. Specifically, plaintiff has not demonstrated that May Zhou has engaged in conduct harmful to KnowledgeLink in her capacity as Chairman of the Board of Trustees for KLIS Bashu (the International School) nor that she is likely to engage in such conduct. Dated: 7/10/19; Notified: 7/10/19.		
07/10/2019	Event Result:: Hearing on Preliminary Injunction scheduled on: 07/10/2019 10:00 AM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
07/15/2019	Plaintiff May X Zhou's Motion to quash Subpoena and for Grant of a Protective Order Copied from linked case: 1884CV02607		
07/15/2019	Opposition to Motion by May Zhou to Quash Subpoena and for Protective Order filed by KnowledgeLink Copied from linked case: 1884CV02607		
07/15/2019	Opposition to KnowledgeLink's Cross-Motion to Compel Production of Bank Records filed by May X Zhou Copied from linked case: 1884CV02607		
07/15/2019	Plaintiff(s) May X Zhou motion filed to compel Production of Documents from KnowledgeLink, Ms. Lin, and Mr. Gao Copied from linked case: 1884CV02607		
07/15/2019	Opposition to Motion of May Zhou to Compel Production of Documents filed by Xinwei Lin, Jianxin Steven Gao and Knowledge Group Inc Copied from linked case: 1884CV02607		
07/16/2019	Notice: Copied from linked case: 1884CV02607		
07/24/2019	May X Zhou's Motion for leave to File Second Amended Complaint (w/opposition) Copied from linked case: 1884CV02607		
07/31/2019	Event Result:: Motion Hearing scheduled on: 07/31/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		

07/31/2019 Event Result:: Motion Hearing scheduled on:
07/31/2019 02:00 PM
Has been: Held as Scheduled
Hon. Janet L Sanders, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

07/31/2019 Endorsement on Motion to (#16.0): No Action Taken
quash subpoena Notice sent 8/1/19

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

07/31/2019 Endorsement on Motion to (#20.0): ALLOWED
compel production Allowed except as to control companies parties will meet and confer as to the
scope of that request
Notice Sent 8/1/19

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

07/31/2019 Endorsement on Motion to (#22.0): ALLOWED
file Second Amended Complaint Allowed for reasons set forth by Ms Zhou in her memoranda and
through counsel in open
Court

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

07/31/2019 Amended: amended complaint filed by May X Zhou
Second
Copied from linked case: 1884CV02607

07/31/2019 Plaintiff Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Cross Motion for
Protective order See endorsement on paper #20 Notice sent 8/1/19

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

08/05/2019 Endorsement on Motion to (#18.0): ALLOWED
compel May Zhou's Bank records Allowed except that counsel will meet and confer with regard
to to redacting entries in these records which have
no relevance to this case and or personal in nature eg payment to doctors May Zhou's counsel's
will produce log of items redacted with explanation as to why In event of disagreement court will
conduct in camera review

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

08/07/2019 Amended: Second amended complaint and jury demand amended complaint filed by May X Zhou
Copied from linked case: 1884CV02607

08/13/2019 Event Result:: Conference to Review Status scheduled on:
08/13/2019 03:00 PM
Has been: Held as Scheduled
Hon. Janet L Sanders, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate

08/13/2019 The following form was generated:

Notice to Appear - BLS
Sent On: 08/13/2019 15:54:01

08/13/2019 Event Result:: Conference to Review Status scheduled on:
08/13/2019 03:00 PM
Has been: Held as Scheduled
Hon. Janet L Sanders, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

08/13/2019 The following form was generated:

Notice to Appear - BLS
Sent On: 08/13/2019 15:50:42
Copied from linked case: 1884CV02607



Docket Date	Docket Text	File Ref Nbr.	Image Avail.
08/14/2019	ORDER: Scheduling Order Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
08/29/2019	Received from Defendant Lin, Xinwei: Answer to amended complaint; Copied from linked case: 1884CV02607		
09/26/2019	Attorney appearance On this date Daniel Yanofsky, Esq. added for Plaintiff KnowledgeLink Group Inc		
09/26/2019	Attorney appearance On this date Richard David Batchelder, Jr., Esq. added for Plaintiff KnowledgeLink Group Inc		
09/26/2019	Attorney appearance On this date Julia Wells Monack McLetchie, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc		
09/26/2019	Attorney appearance On this date William Joseph Lovett, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc		
09/26/2019	Attorney appearance On this date Justin P O'Brien, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc		
10/29/2019	The following form was generated: Notice to Appear Sent On: 10/29/2019 14:16:44		
10/29/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 10/29/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
10/29/2019	The following form was generated: Notice to Appear Sent On: 10/29/2019 14:15:50 Copied from linked case: 1884CV02607		
10/29/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 10/29/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
11/15/2019	Notice of attorney William Joseph Lovett, Esq., Justin P O'Brien, Esq.'s 's lien filed. Applies To: KnowledgeLink Group Inc (Plaintiff)	17	
11/21/2019	Event Result:: Conference to Review Status scheduled on: 11/21/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
11/21/2019	The following form was generated: Notice to Appear - BLS Sent On: 11/21/2019 14:55:04		
11/21/2019	Event Result:: Conference to Review Status scheduled on: 11/21/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
11/21/2019	The following form was generated: Notice to Appear - BLS Sent On: 11/21/2019 14:53:44 Copied from linked case: 1884CV02607		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
11/25/2019	ORDER: Scheduling Order Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
12/18/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/18/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
12/18/2019	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/18/2019 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
12/18/2019	The following form was generated: Notice to Appear - BLS Sent On: 12/18/2019 15:08:43 Copied from linked case: 1884CV02607		
12/18/2019	The following form was generated: Notice to Appear - BLS Sent On: 12/18/2019 15:18:22 Copied from linked case: 1884CV02607		
12/19/2019	The following form was generated: Notice to Appear - BLS Sent On: 12/19/2019 12:59:05		
12/26/2019	ORDER: scheduling order; after further hearing, defendants agree to produce all documents covered by 7/31/19 (subject to parties agreements as to scope of request concerning "control companies") on/before 1/17/20, further rule 16 CN scheduled for 1/27/20 @ 3pm; (dated 12/18/19) notice sent 12/23/19 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
01/06/2020	General correspondence regarding Withdrawal of Notice of Attorney's Lien filed by Hogan Lovells LLP	18	
01/27/2020	The following form was generated: Notice to Appear - BLS Sent On: 01/27/2020 09:08:02		
01/27/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 01/27/2020 03:00 PM Has been: Not Held For the following reason: Joint request of parties Hon. Kenneth W Salinger, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
01/27/2020	The following form was generated: Notice to Appear - BLS Sent On: 01/27/2020 09:06:43 Copied from linked case: 1884CV02607		
01/27/2020	The following form was generated: Notice to Appear - BLS Sent On: 01/27/2020 09:06:54 Copied from linked case: 1884CV02607		
01/27/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 01/27/2020 03:00 PM Has been: Not Held For the following reason: Joint request of parties Hon. Kenneth W Salinger, Presiding Staff:		

Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

02/13/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/13/2020 02:00 PM
Has been: Not Held For the following reason: Joint request of parties
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate

02/13/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/13/2020 02:00 PM
Has been: Not Held For the following reason: Joint request of parties
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

02/14/2020 The following form was generated:

Notice to Appear
Sent On: 02/14/2020 15:00:18

02/14/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 02/14/2020 15:01:57

02/14/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/14/2020 02:30 PM
Has been: Held as Scheduled
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate

02/14/2020 The following form was generated:

Notice to Appear
Sent On: 02/14/2020 14:56:51
Copied from linked case: 1884CV02607

02/14/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 02/14/2020 14:58:23
Copied from linked case: 1884CV02607

02/14/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
02/14/2020 02:30 PM
Has been: Held as Scheduled
Hon. Kenneth W Salinger, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

02/25/2020 ORDER: Scheduling Order

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607

03/06/2020 Plaintiff May X Zhou's Response to
the New Assertion that KnowledgeLink, Christine Lin, and Steven Gao do not have any Control over
Unofficial Subsidiaries or Control Companies
Copied from linked case: 1884CV02607

03/06/2020 Affidavit of May X Zhou
Copied from linked case: 1884CV02607

03/06/2020 Defendants Mary X Lin (as amended)'s Joint Statement of
and KnowledgeLink Group Inc. Concerning their Possession, Custody, or Control of Documents of Certain
Chinese Entities
Copied from linked case: 1884CV02607

03/11/2020 The following form was generated:

Notice to Appear
Sent On: 03/11/2020 09:38:39
Copied from linked case: 1884CV02607

03/13/2020 Attorney appearance
On this date Richard David Batchelder, Jr., Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
03/13/2020	Attorney appearance On this date Daniel Yanofsky, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc		
03/18/2020	Attorney appearance On this date Jennifer Henricks, Esq. added for Plaintiff KnowledgeLink Group Inc		
03/18/2020	Attorney appearance On this date Kevin Thomas Peters, Esq. added for Plaintiff KnowledgeLink Group Inc		
03/25/2020	Court orders rescheduling due to State of Emergency surrounding the Covid-19 virus.: Conference to Review Status scheduled on: 04/09/2020 02:00 PM Has been: Rescheduled-Covid-19 emergency Hon. Kenneth W Salinger, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
04/09/2020	Attorney appearance On this date Lauren Haskins, Esq. added for Plaintiff KnowledgeLink Group Inc		
04/09/2020	Event Result:: Conference to Review Status scheduled on: 04/09/2020 02:00 PM Has been: Not Held For the following reason: By Court due to Covid-19 Hon. Kenneth W Salinger, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
07/23/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/06/2020 02:00 PM Has been: Not Held For the following reason: Joint request of parties Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
07/23/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/06/2020 02:00 PM Has been: Not Held For the following reason: Joint request of parties Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
07/29/2020	Defendants(s) Christine Lin (as amended), Xinwei Lin, Jianzin Steven Gao(as amended) Joint motion filed for Letters Rogatory and Commissions (w/o opposition) Copied from linked case: 1884CV02607		
08/03/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/03/2020 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
08/03/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 08/03/2020 02:00 PM Has been: Held as Scheduled Comments: long motion hearing scheduled for 9/2/2020 Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/04/2020	The following form was generated: Notice to Appear Sent On: 08/04/2020 10:03:25 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Lauren Haskins, Esq. Bennett & Belfort, P.C. 24 Thorndike St Suite 300, Cambridge, MA 02141 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108		
08/04/2020	The following form was generated: Notice to Appear Sent On: 08/04/2020 09:59:56 Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110 Copied from linked case: 1884CV02607		
08/11/2020	KnowledgeLink Group, Inc., Xinwei "Christine" Lin, and Jianxin "Steven" Gao's Motion to Compel the Production of Documents from May Zhou and Memorandum of Law in Support of Copied from linked case: 1884CV02607		
08/11/2020	Affidavit of Lauren B. Haskins Copied from linked case: 1884CV02607		
08/11/2020	Opposition to KnowledgeLink Group Inc.'s, Xinwei "Christine" Lin, and Jianxin "Steven" Gao's Motion to Compel the Production of Documents from May Zhou filed by May Zhou Copied from linked case: 1884CV02607		
09/02/2020	Event Result:: Motion Hearing scheduled on: 09/02/2020 02:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate		
09/02/2020	Event Result:: Motion Hearing scheduled on: 09/02/2020 02:00 PM Has been: Held via Video Conference Hon. Janet L Sanders, Presiding Staff: Richard V Muscato, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
09/09/2020	Endorsement on Motion to Compel Production of Documents (#34.0): Other action taken Issues raised herein discussed at hearing and parties understand their respective obligations. If any issue remains unresolved, that will be addressed on 9/16/20 (dated 9/2/20) notice sent 9/8/20 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
09/14/2020	Plaintiff KnowledgeLink Group Inc's Motion to amend the original complaint (Memorandum Incorporated)	19	 Image
09/14/2020	Opposition to Knowledgelink's Motion to Amend Complaint filed by May Zhou	20	 Image
09/14/2020	Plaintiff KnowledgeLink Group Inc's Reply to May Zhou's Opposition to KnowledgeLink's Motion to Amend the Complaint	21	 Image
09/14/2020	Endorsement on Motion for a Commissions and Letter Rogatory (#33.0): ALLOWED (dated 7/31/20) notice sent 8/6/20 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
09/14/2020	ORDER: of Issuance of Commission (dated 7/31/20) notice sent 8/6/20 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
09/14/2020	Letters Rogatory RE: appropriate authority in Johnson County, Kansas. (dated 8/10/20) notice sent 8/11/20 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
09/15/2020	Plaintiff May X Zhou's Motion for a Preliminary Injunction and an Order to Pay Dividends/Distributions (with opposition and reply) Copied from linked case: 1884CV02607		
09/16/2020	Event Result:: Motion Hearing scheduled on: 09/16/2020 11:30 AM Has been: Held via Video Conference Hon. Janet L Sanders, Presiding Staff:		

Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

09/17/2020 The following form was generated:

Notice to Appear
Sent On: 09/17/2020 09:06:29
Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110
Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110
Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108
Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108
Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108
Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110
Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110
Copied from linked case: 1884CV02607

09/29/2020 Event Result:: Motion Hearing scheduled on:
09/29/2020 02:30 PM
Has been: Held via Video Conference
Hon. Janet L Sanders, Presiding
Staff:
Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/06/2020 Endorsement on Motion to Amend Complaint (#19.0): DENIED
for reasons stated in the Opposition (dated 9/29/20) notice sent 10/5/20



10/06/2020 Endorsement on Motion for Preliminary Injunction and Order to Pay Dividends/Distributions (#39.0):
DENIED
See Memorandum of Decision (dated 10/1/20) notice sent 10/5/20

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

10/06/2020 ORDER: Order Regarding Document Production

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

10/06/2020 MEMORANDUM & ORDER:

22

on May Zhou's Motion for Preliminary Injunction: Motion is DENIED (dated 10/1/20) notice sent 10/5/20

Judge: Sanders, Hon. Janet L
Copied from linked case: 1884CV02607

Judge: Sanders, Hon. Janet L

10/27/2020 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
10/27/2020 10:00 AM
Has been: Held as Scheduled
Hon. Janet L Sanders, Presiding
Staff:

Richard V Muscato, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/27/2020 The following form was generated:

Notice to Appear - BLS
Sent On: 10/27/2020 10:22:24
Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110
Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110
Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP One Beacon St 16th Floor, Boston, MA 02108
Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108
Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108
Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110
Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110
Copied from linked case: 1884CV02607

10/30/2020 Plaintiff May X Zhou's Assented to Motion for
Entry of Scheduling Order
Copied from linked case: 1884CV02607

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
11/16/2020	Endorsement on Motion for Entry of Scheduling Order (#42.0): ALLOWED see Order (dated 11/9/20) notice sent 11/16/20 Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
11/16/2020	ORDER: Scheduling Order Judge: Sanders, Hon. Janet L Copied from linked case: 1884CV02607		
12/14/2020	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 12/14/2020 03:00 PM Has been: Held as Scheduled Hon. Janet L Sanders, Presiding Copied from linked case: 1884CV02607		
12/14/2020	The following form was generated: Notice to Appear - BLS Sent On: 12/14/2020 15:44:42 Notice Sent To: Marc Charles Laredo, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Payal Salsburg, Esq. Laredo & Smith, LLP 101 Federal St Suite 650, Boston, MA 02110 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 1 Beacon St, Boston, MA 02108 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy & Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy & Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110 Copied from linked case: 1884CV02607		
01/20/2021	Attorney appearance On this date Marc Charles Laredo, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
01/20/2021	Attorney appearance On this date Payal Salsburg, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
02/17/2021	Event Result:: BLS Rule 16 Litigation Control Conference scheduled on: 02/17/2021 10:00 AM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding Staff: Philip Drapos, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
02/17/2021	's Copied from linked case: 1884CV02607		
02/22/2021	Attorney appearance On this date Michele Connolly, Esq. added for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
03/03/2021	Endorsement on Motion for Entry of Revised Scheduling order (#44.0): ALLOWED see order. (dated 2/24/21) notice sent 3/3/21 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
03/03/2021	ORDER: Further Scheduling Order (dated 2/24/21) notice sent 3/3/21 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
03/12/2021	The following form was generated: Notice to Appear Sent On: 03/12/2021 11:27:34 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109 Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109 Notice Sent To: Michele Connolly, Esq. Fitch Law Partners One Beacon St 16th Floor, Boston, MA 02108		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110 Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110 Copied from linked case: 1884CV02607		
03/22/2021	Event Result:: Conference to Review Status scheduled on: 03/22/2021 02:00 PM Has been: Held via Video/Teleconference Hon. Kenneth W Salinger, Presiding Staff: Philip Drapos, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
03/24/2021	General correspondence regarding Letter to Hon. Kenneth Salinger from Plaintiff's counsel Re: Dispute Regarding Further Deposition of May X Zhou ORDERED: Defendants Lin and Gao may depose Ms. Zhou for no more than fourteen additional hours over no more than two days (dated 3/22/21) notice sent 3/22/21 Copied from linked case: 1884CV02607		
03/24/2021	General correspondence regarding Letter to Hon. Kenneth Salinger from Defendants' counsel regarding dispute over Deposition of May Zhou Copied from linked case: 1884CV02607		
04/16/2021	Opposition to KnowledgeLink's Motion to De-Designate Confidentiality Designation filed by May X Zhou Copied from linked case: 1884CV02607		
04/30/2021	Plaintiff KnowledgeLink Group Inc's Motion to Terminate Rule 30(b)(6) Deposition	23	 Image
04/30/2021	Opposition to to KnowledgeLink's Motion to Terminate Rule 30(b)(6) Deposition and CROSS MOTION to Compel 30(b)(6) Deposition with Instructions filed by May Zhou	24	 Image
04/30/2021	Plaintiff KnowledgeLink Group Inc's Reply to Opposition to Motion to Terminate Deposition and Opposition to Cross Motion to Compel further Testimony	25	 Image
05/12/2021	Endorsement on Motion to Terminate Rule 30(b)(6) Deposition (#23.0): ALLOWED in part. KnowledgeLink shall make it's 30(b)(6) deponent available for one more day of deposition testimony. the cross-motion for special instructions is DENIED. (dated 5/5/21) notice sent 5/12/21		 Image
05/21/2021	Attorney appearance On this date Kevin Thomas Peters, Esq. added for Defendant KnowledgeLink Group Inc Copied from linked case: 1884CV02607		
05/21/2021	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Christine Lin (as amended) Copied from linked case: 1884CV02607		
05/21/2021	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Christine Lin (as amended) Copied from linked case: 1884CV02607		
05/21/2021	Defendants KnowledgeLink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion to compel the production of documents from May Zhou (w/ opposition and reply). Copied from linked case: 1884CV02607		
05/21/2021	KnowledgeLink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Memorandum in support of their motion to compel the production of documents from May Zhou. Copied from linked case: 1884CV02607		
05/21/2021	Opposition to defendant's motion to compel production of documents filed by May X Zhou Copied from linked case: 1884CV02607		
05/21/2021	Defendants KnowledgeLink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Reply in further support of their motion to compel and opposition to May Zhou's cross-motion for an order concluding discovery. Copied from linked case: 1884CV02607		
06/14/2021	The following form was generated: Notice to Appear Sent On: 06/14/2021 10:17:13 Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrave LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrave LLP 40 Broad St, Boston, MA 02109 Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrave LLP 40 Broad St Suite 300, Boston, MA 02109 Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109		

06/14/2021 The following form was generated:

Notice to Appear

Sent On: 06/14/2021 10:17:25

Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109

Notice Sent To: Jennifer Henriks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109

Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrove LLP 40 Broad St Suite 300, Boston, MA 02109

Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109

06/14/2021 The following form was generated:

Notice to Appear

Sent On: 06/14/2021 10:19:11

Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109

Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109

Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109

Notice Sent To: Michele Connolly, Esq. Fitch Law Partners One Beacon St 16th Floor, Boston, MA 02108

Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110

Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110

Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109

Copied from linked case: 1884CV02607

07/06/2021 Event Result:: Hearing RE: Discovery Motion(s) scheduled on:
07/06/2021 11:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/06/2021 Event Result:: Hearing RE: Discovery Motion(s) scheduled on:
07/06/2021 11:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02607

07/15/2021 Event Result:: Conference to Review Status scheduled on:
07/15/2021 09:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/15/2021 Event Result:: Conference to Review Status scheduled on:
07/15/2021 09:30 AM

Has been: Held via Video/Teleconference

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02607

07/28/2021 Event Result:: Conference to Review Status scheduled on:
07/28/2021 03:00 PM

Has been: Held as Scheduled

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/28/2021 Event Result:: Conference to Review Status scheduled on:
07/28/2021 03:00 PM

Has been: Not Held For the following reason: By Court prior to date

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

Copied from linked case: 1884CV02607

07/30/2021 Event Result:: Conference to Review Status scheduled on:
07/30/2021 02:00 PM

Has been: Held as Scheduled

Hon. Michael D Ricciuti, Presiding

Staff:

Brenda Shisslak, Assistant Clerk Magistrate

07/30/2021 Event Result:: Conference to Review Status scheduled on:
07/30/2021 02:00 PM

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
	Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/03/2021	Event Result:: Conference to Review Status scheduled on: 08/13/2021 02:00 PM Has been: Not Held For the following reason: Joint request of parties Comments: time change Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
08/03/2021	Event Result:: Conference to Review Status scheduled on: 08/13/2021 02:00 PM Has been: Not Held For the following reason: Joint request of parties Comments: time change Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/06/2021	Defendant KnowledgeLink Group Inc's Submission of Draft Order on Motion to Compel and Scheduling Order FILED 07/26/2021 Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant) Copied from linked case: 1884CV02607		
08/09/2021	Event Result:: Conference to Review Status scheduled on: 08/13/2021 10:00 AM Has been: Not Held For the following reason: Joint request of parties Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
08/09/2021	Event Result:: Conference to Review Status scheduled on: 08/13/2021 10:00 AM Has been: Not Held For the following reason: Joint request of parties Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/26/2021	Event Result:: Conference to Review Status scheduled on: 08/26/2021 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
08/26/2021	Event Result:: Conference to Review Status scheduled on: 08/26/2021 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/27/2021	ORDER: In light of the parties August 26, 2021 letter ("Letter"), the Court ORDERS as follows, tracking the letter: (See P#26 for complete Order) Dated: August 26, 2020 E-mail Notification sent to all parties 8/26/21	26	  Image
08/28/2021	Plaintiff KnowledgeLink Group Inc's Assented to Motion to Modify the Court's August 26, 2021 Order (see p#53 in 1884cv2607)		  Image
09/02/2021	ORDER: re: Modification of 8/26/21 Order Any request to modify this court's August 26, 2021 Order shall be made my motion (not letter) after full compliance with Rule 9C, which shall be reflected in the motion. In light of the short deadlines contained in the Aug. 6, 2021 Order, the court hereby suspends Rule 9A, and requires any response to any motion to be filed directly and promptly with the Court. The Court shall resolve any such motions promptly, with or without response from the opposing party, as circumstances require (dated 8/27/21) notice sent by email 8/27/21 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
09/10/2021	Endorsement on Motion to Modify the Court's Aug. 26, 2021 Order (#53.0): ALLOWED (dated 8/31/21) notice sent 9/8/21		

Judge: Ricciuti, Hon. Michael D
Copied from linked case: 1884CV02607

09/24/2021 The following form was generated:

Notice to Appear
Sent On: 09/24/2021 10:32:59
Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109
Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109
Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrove LLP 40 Broad St Suite 300, Boston, MA 02109
Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109

09/24/2021 The following form was generated:

Notice to Appear
Sent On: 09/24/2021 10:35:07
Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109
Notice Sent To: Jennifer Henricks, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109
Notice Sent To: Lauren Haskins, Esq. Gesmer Updegrove LLP 40 Broad St Suite 300, Boston, MA 02109
Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109

09/24/2021 The following form was generated:

Notice to Appear
Sent On: 09/24/2021 10:27:16
Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109
Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109
Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109
Notice Sent To: Michele Connolly, Esq. Fitch Law Partners 84 State St 11th Floor, Boston, MA 02109
Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110
Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110
Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109
Copied from linked case: 1884CV02607

09/24/2021 The following form was generated:

Notice to Appear
Sent On: 09/24/2021 10:38:28
Notice Sent To: Kurt S Kusiak, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109
Notice Sent To: Jared Hubbard, Esq. Fitch Law Partners LLP 84 State St, Boston, MA 02109
Notice Sent To: Terrance Devon Lanier, Esq. Fitch Law Partners LLP 84 State St 11th Floor, Boston, MA 02109
Notice Sent To: Michele Connolly, Esq. Fitch Law Partners 84 State St 11th Floor, Boston, MA 02109
Notice Sent To: Thomas Christopher Donnelly, Esq. Donnelly, Conroy and Gelhaar, LLP 260 Franklin St Suite 1600, Boston, MA 02110
Notice Sent To: Nicholas Ramacher, Esq. Donnelly, Conroy and Gelhaar LLP 260 Franklin St Ste 1600, Boston, MA 02110
Notice Sent To: Kevin Thomas Peters, Esq. Gesmer Updegrove LLP 40 Broad St, Boston, MA 02109
Copied from linked case: 1884CV02607

09/28/2021 ORDER: Order on Knowledgelink Group Inc Motion to Compel and Scheduling Order

Judge: Ricciuti, Hon. Michael D
Copied from linked case: 1884CV02607

10/19/2021 Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion to strike
Deposition Testimony (memorandum Incorporated) (w/opposition)
Copied from linked case: 1884CV02607

10/19/2021 Opposition to KL Parties' Motion to Strike Deposition Testimony filed by May X Zhou
Copied from linked case: 1884CV02607

10/19/2021 Defendant Knowledgelink Group Inc's Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607

10/20/2021 Party(s) file Stipulation of the Parties to the Court's September 24, 2021 Order

Applies To: Zhou, May X (Plaintiff); Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant)
Copied from linked case: 1884CV02607

10/20/2021 Plaintiff KnowledgeLink Group Inc's Motion to Impound (Memorandum Incorporated)

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
10/20/2021	Defendant May Zhou's Response to Knowledgelink's Motion to Impound		
10/20/2021	Affidavit Copied from linked case: 1884CV02607 of Compliance with Superior Court Rule 9A Notice of Filing and list of Documents filed Pursuant to Superior Court Rule 9A		
10/21/2021	Event Result:: Hearing RE: Discovery Motion(s) scheduled on: 10/21/2021 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate		
10/21/2021	Plaintiff May X Zhou's Certificate of May Zhou and Counsel Copied from linked case: 1884CV02607		
10/21/2021	Event Result:: Hearing RE: Discovery Motion(s) scheduled on: 10/21/2021 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/25/2021	Docket Note: Court received Impounded Exhibit 34 to May Zhou's Motion to Compel Copied from linked case: 1884CV02607		
10/26/2021	Endorsement on Motion to Impound (#60.0): ALLOWED See Order (dated 10/21/21) notice sent 10/25/21 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
10/26/2021	Plaintiff May X Zhou's Motion to Compel: ALLOWED in part. See Order (dated 10/21/21) notice sent 10/25/21 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
10/26/2021	ORDER: Order on Pending Motions Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
10/29/2021	's Copied from linked case: 1884CV02607		
11/01/2021	Plaintiff May Zhou's Submission of Certification of May Chou and Counsel Copied from linked case: 1884CV02607		
01/03/2022	Plaintiff May X Zhou's Assented to Motion to extend deadline to complete the deposition of Korin Ihloff ALLOWED Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
02/17/2022	Opposition to Knowledgelink's Motion for Cost Shifting filed by May X Zhou Copied from linked case: 1884CV02607		
02/17/2022	Reply/Sur-reply Knowledgelink's Reply in Support of its Motion for Cost Shifting Copied from linked case: 1884CV02607		
02/18/2022	Defendant Knowledgelink Group Inc's Motion for Cost Shifting Pursuant to MRCP 26f)(3)(l) and Memorandum in Support of Motion Copied from linked case: 1884CV02607		
03/18/2022	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Assented to Motion to Extend Deadlines for Motions for Summary judgment and for Sanctions Copied from linked case: 1884CV02607		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
03/18/2022	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Mary X Lin (as amended) Copied from linked case: 1884CV02607		
03/18/2022	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Mary X Lin (as amended) Copied from linked case: 1884CV02607		
03/18/2022	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Jianzin Steven Gao(as amended) Copied from linked case: 1884CV02607		
03/18/2022	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Jianzin Steven Gao(as amended) Copied from linked case: 1884CV02607		
03/24/2022	Event Result:: Rule 56 Hearing scheduled on: 04/26/2022 02:00 PM Has been: Rescheduled For the following reason: Joint request of parties Hon. Kenneth W Salinger, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
03/24/2022	The following form was generated: Notice to Appear Sent On: 03/24/2022 09:53:43 Copied from linked case: 1884CV02607		
03/28/2022	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion to File a Twenty-three page Summary Judgment Brief pursuant to Rule 9A(a)(6)- Unopposed Copied from linked case: 1884CV02607		
03/30/2022	Endorsement on Motion to Extend Deadlines for Motions for Summary judgment and for Sanctions (#70.0): ALLOWED the summary judgment hearing is continued from 4/26/22, to 5/9/22, at 2:30 pm, in person. (dated 3/22/22) notice sent 3/30/22 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
04/14/2022	Event Result:: Rule 56 Hearing scheduled on: 04/26/2022 02:00 PM Has been: Rescheduled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:40:34		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:42:08 Copied from linked case: 1884CV02607		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:45:21 Copied from linked case: 1884CV02607		
04/14/2022	The following form was generated: Notice to Appear Sent On: 04/14/2022 16:46:25 Copied from linked case: 1884CV02607		
04/19/2022	Plaintiff May X Zhou's Motion for Sanctions Copied from linked case: 1884CV02607		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
04/19/2022	Plaintiff May X Zhou's Memorandum of Law in support of May Zhou's motion for sanctions Copied from linked case: 1884CV02607		
04/19/2022	Opposition to Zhou's motion for sanctions filed by Knowledgelink Group Inc, Jianxin Steven Gao, Xinwei Lin Copied from linked case: 1884CV02607		
04/19/2022	Plaintiff May X Zhou's Reply in Support of her motion for sanctions Copied from linked case: 1884CV02607		
04/19/2022	Plaintiff May X Zhou's Submission of Rule 9C Certification Copied from linked case: 1884CV02607		
04/19/2022	Plaintiff May X Zhou's Notice of Filing and list of documents filed pursuant to superior court Rule 9A Copied from linked case: 1884CV02607		
04/28/2022	Opposition to to Defendants' Motion for Summary Judgment filed by May X Zhou Copied from linked case: 1884CV02607		
04/29/2022	Defendants Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion for Summary Judgement Copied from linked case: 1884CV02607		
04/29/2022	Reply/Sur-reply Defendants' Reply in Support of Motion for Summary Judgment Copied from linked case: 1884CV02607		
04/29/2022	Plaintiff May X Zhou's Response to Defendants' Statement of Undisputed Material Facts Copied from linked case: 1884CV02607		
04/29/2022	Plaintiff May X Zhou's Motion for Summary Judgment Copied from linked case: 1884CV02607		
04/29/2022	May X Zhou's Memorandum in support of Motion for Summary Judgment Copied from linked case: 1884CV02607		
04/29/2022	Opposition to to Motion for Summary Judgment filed by Knowledgelink Group Inc Copied from linked case: 1884CV02607		
04/29/2022	Reply/Sur-reply Plaintiff's Reply in Support of Motion for Summary Judgment Copied from linked case: 1884CV02607		
04/29/2022	Plaintiff, Defendant May X Zhou, Knowledgelink Group Inc's Submission of Joint Statement of Material Fact Copied from linked case: 1884CV02607		
05/02/2022	Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Memorandum in support of motion for Summary Judgment Copied from linked case: 1884CV02607		
05/02/2022	Attorney appearance On this date Jennifer Henricks, Esq. added for Defendant Knowledgelink Group Inc Copied from linked case: 1884CV02607		
05/02/2022	Attorney appearance On this date Lauren Haskins, Esq. added for Defendant Knowledgelink Group Inc Copied from linked case: 1884CV02607		
05/09/2022	Matter taken under advisement: Rule 56 Hearing scheduled on: 05/09/2022 02:30 PM Has been: Held - Under advisement Hon. Kenneth W Salinger, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
05/09/2022	Matter taken under advisement: Rule 56 Hearing scheduled on: 05/09/2022 02:30 PM Has been: Held - Under advisement Hon. Kenneth W Salinger, Presiding Staff:		

Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

05/19/2022 Plaintiff KnowledgeLink Group Inc's Motion to strike Portions of the Affidavit of May Zhou Submitted in Support of Motion for Summary Judgment (Memorandum Incorporated) (w/opposition)
Copied from linked case: 1884CV02607

05/19/2022 Opposition to KnowledgeLink Group, Inc.'s Motion to Strike Portions of the Affidavit of May Zhou Submitted in Support of Motion for Summary Judgment filed by May X Zhou
Copied from linked case: 1884CV02607

05/19/2022 Plaintiff KnowledgeLink Group Inc's Reply in Support of its Motion to Strike
Copied from linked case: 1884CV02607

05/19/2022 Plaintiff KnowledgeLink Group Inc's Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607

05/23/2022 Attorney appearance electronically filed.
Copied from linked case: 1884CV02607

05/31/2022 Attorney Jared Hubbard, Esq.'s motion to withdraw as counsel of record for party

Applies To: Zhou, May X (Plaintiff); Hubbard, Esq., Jared (Attorney) on behalf of Zhou, May X (Plaintiff)
Copied from linked case: 1884CV02607

06/02/2022 Attorney appearance
On this date Jared Hubbard, Esq. dismissed/withdrawn for Plaintiff May X Zhou
Copied from linked case: 1884CV02607

06/13/2022 Endorsement on Motion to Withdraw as counsel (#90.0): ALLOWED
(dated 6/2/22) notice sent 6/7/22

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607

06/17/2022 Endorsement on Motion for Cost Shifting (#67.0): DENIED
See Memorandum and Order (dated 6/25/22) Notice sent 6/17/22

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607

06/17/2022 Endorsement on Motion for Sanctions (#72.0): DENIED
See Memorandum and Order (dated 6/3/22) notice sent 6/17/22

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607

06/17/2022 MEMORANDUM & ORDER:

on Cross Motions for Summary Judgment and Motions to Strike, For Sanctions and for Cost Shifting

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607

08/02/2022 The following form was generated:

Notice to Appear for Final Pre-Trial Conference
Sent On: 08/02/2022 10:56:47

08/02/2022 The following form was generated:

Notice to Appear for Final Pre-Trial Conference
Sent On: 08/02/2022 12:20:03

08/02/2022 The following form was generated:

Notice to Appear for Final Pre-Trial Conference
Sent On: 08/02/2022 10:53:39
Copied from linked case: 1884CV02607

08/02/2022 The following form was generated:

Notice to Appear for Final Pre-Trial Conference
Sent On: 08/02/2022 10:53:54
Copied from linked case: 1884CV02607

08/02/2022 The following form was generated:

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
	Notice to Appear for Final Pre-Trial Conference Sent On: 08/02/2022 12:26:01 Copied from linked case: 1884CV02607		
08/29/2022	The following form was generated: Notice to Appear for Final Pre-Trial Conference Sent On: 08/29/2022 16:42:34 Copied from linked case: 1884CV02607		
10/04/2022	Event Result:: Final Pre-Trial Conference scheduled on: 10/04/2022 02:00 PM Has been: Rescheduled For the following reason: Event Changed Comments: Settlement Discussions between parties to ascertain possibility of settling case. Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/28/2022	Joint Pre-Trial Memorandum filed: Applies To: KnowledgeLink Group Inc (Plaintiff); Zhou, May (Defendant)	27	
11/02/2022	Event Result:: Final Pre-Trial Conference scheduled on: 11/02/2022 02:00 PM Has been: Held as Scheduled Comments: Jt Memo filed in anticipation of this conference Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
11/09/2022	Event Result:: Jury Trial scheduled on: 11/10/2022 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
11/13/2022	Event Result:: Jury Trial scheduled on: 11/17/2022 10:00 AM Has been: Rescheduled For the following reason: By Court prior to date Comments: Cannot be heard as scheduled; All parties invited to discuss issues to determine if settlement is possible. Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
12/06/2022	Event Result:: Conference to Review Status scheduled on: 12/06/2022 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
02/22/2023	Affidavit Copied from linked case: 1884CV02607		
02/23/2023	Plaintiff, Defendants KnowledgeLink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's EMERGENCY Motion to Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine Copied from linked case: 1884CV02607		
02/23/2023	Declaration Of Nicholas Ramacher, Esq. In Support Of Joint Emergency Motion Of KnowledgeLink Group, Inc., Christine Lin, And Steven Gao To Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine Copied from linked case: 1884CV02607		
02/23/2023	Opposition to To Defendants' Joint Emergency Motion Of KnowledgeLink Group, Inc., Christine Lin, And Steven Gao To Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine filed by May X Zhou Copied from linked case: 1884CV02607		
02/23/2023	Endorsement on Motion of Extend Deadlines For Opposing Two Of May Zhou's Motions In Limine (#92.0): ALLOWED dated (2/23/23) notice sent (2/23/23)		

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
	Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
03/02/2023	Plaintiff May X Zhou's Motion to Deem Undisputed Facts as Admitted at Trial Copied from linked case: 1884CV02607		
03/02/2023	Opposition to Zhou's Motion to Deem Undisputed Facts as Admitted at Trial filed by Xinwei Lin, Jianxin Steven Gao Copied from linked case: 1884CV02607		
03/02/2023	Plaintiff May X Zhou's Motion in limine to Exclude Documents and Other Evidence Disclosed After this Court's Discovery Deadline and for Jury Instructions on Failure to Produce all Bank Statements Copied from linked case: 1884CV02607		
03/02/2023	Opposition to Zhou's Motion in Limine to Exclude Documents and Other Evidence and for a Jury Instruction filed by Xinwei Lin, Jianxin Steven Gao Copied from linked case: 1884CV02607		
03/20/2023	Plaintiff May X Zhou's Motion in limine to Exclude Introduction Of Evidence Or Testimony Concerning Counts Dismissed By The Court Copied from linked case: 1884CV02607		
03/20/2023	Opposition to To Zhou's Motion To Exclude Evidence Or Testimony Concerning Counts Dismissed By The Court filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao Copied from linked case: 1884CV02607		
03/20/2023	Certificate Of Notice Of Filing Pursuant To Superior Court Rule 9A Copied from linked case: 1884CV02607		
03/20/2023	Plaintiff May X Zhou's Motion in limine to Exclude Introduction Of Evidence Or Testimony Concerning KnowledgeLink International School Copied from linked case: 1884CV02607		
03/20/2023	Opposition to To May Zhou's Motion in Limine To Exclude Introduction Of Evidence Or Testimony Concerning Knowledgelink International School filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao Copied from linked case: 1884CV02607		
03/20/2023	Certificate Of Notice Of Filing Pursuant To Superior Court Rule 9A Copied from linked case: 1884CV02607		
03/28/2023	Plaintiff May X Zhou's Motion in Limine To Exclude Expert Report And Testimony Of Changsong Hu Copied from linked case: 1884CV02607		
03/28/2023	Opposition to Zhou's Motion In Limine To Exclude Expert Opinion Of Changsong Hu filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao Copied from linked case: 1884CV02607		
03/28/2023	Certificate Of Notice Of Filing Pursuant To Superior Court Rule 9A Copied from linked case: 1884CV02607		
03/28/2023	Superior Court Rule 9A List Of Documents Copied from linked case: 1884CV02607		
03/28/2023	Plaintiff May X Zhou's Motion for sanctions (Renewed) Copied from linked case: 1884CV02607		
03/28/2023	Opposition to May X Zhou's Renewed Motion for sanctions filed by Jianxin Steven Gao, Knowledgelink Group Inc, Christine Lin (as amended) Copied from linked case: 1884CV02607		
04/25/2023	Plaintiff May X Zhou's Motion to Compel Copied from linked case: 1884CV02607		
04/25/2023	Opposition to to Zhou's Motion to compel filed by Copied from linked case: 1884CV02607		
05/02/2023	ORDER: Scheduling Order See paper # SO ORDERED. (Dated 5/1/2023) Notice sent via email 5/2/2023 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		

05/09/2023 Endorsement on Motion to compel (#108.0): ALLOWED
(Dated 5/8/2023) Notice sent 5/9/2023

Judge: Ricciuti, Hon. Michael D
Copied from linked case: 1884CV02607

05/23/2023 Defendant, Plaintiff KnowledgeLink Group Inc, Christine "Xinwei" Lin, Jianxin "Steven" Gao's
EMERGENCY Motion to
Amend May 1, 2023 Scheduling Order
Copied from linked case: 1884CV02607

05/24/2023 ORDER: REVISED SCHEDULE
Allowed in part. See revised schedule at page 5 para.15.

Judge: Ricciuti, Hon. Michael D
Copied from linked case: 1884CV02607

05/24/2023 Plaintiff May X Zhou's EMERGENCY Motion to
reconsider emergency motion to amend scheduling order
Copied from linked case: 1884CV02607

05/25/2023 Endorsement on Motion to reconsider emergency motion to amend scheduling order (#112.0): DENIED
w/o prejudice. Dated: 5/24/23 Notice sent 5/25/23

Judge: Ricciuti, Hon. Michael D
Applies To: Zhou, May X (Plaintiff)
Copied from linked case: 1884CV02607

06/16/2023 Defendant Christine "Xinwei" Lin, Jianxin "Steven" Gao's Motion in limine concerning the fact that
Knowledgelink had a conditional privilege to defame May Zhou
Copied from linked case: 1884CV02607

06/16/2023 Opposition to Motion in limine concerning the fact that Knowledgelink had a conditional privilege to defame
May Zhou filed by May Zhou
Copied from linked case: 1884CV02607

06/16/2023 Reply/Sur-reply
Copied from linked case: 1884CV02607

Reply to May Zhou's Opposition to Motion in limine concerning the fact that Knowledgelink had a
conditional privilege to defame May Zhou
Copied from linked case: 1884CV02607

06/16/2023 Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607

06/16/2023 Defendant Xinwei "Christine" Line, Jianxin "Steven" Gao's Motion in limine to exclude certain evidence
concerning Zhou's purported business partners
Copied from linked case: 1884CV02607

06/16/2023 Opposition to Motion in limine to exclude certain evidence concerning Zhou's purported business partners
filed by May Zhou
Copied from linked case: 1884CV02607

06/16/2023 Reply/Sur-reply
Copied from linked case: 1884CV02607

Reply on Motion in limine to exclude certain evidence concerning Zhou's purported business partners

06/16/2023 Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607

06/20/2023 May X Zhou's Memorandum in opposition to
Motion in limine to exclude evidence concerning alleged actions by Lin and Gao for which Zhou has not
identified any damages
Copied from linked case: 1884CV02607

06/20/2023 Reply/Sur-reply

Reply on Motion in limine to exclude evidence concerning alleged actions by Lin and Gao for which Zhou
has not identified any damages
Copied from linked case: 1884CV02607

06/20/2023 Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's
Motion in limine to
exclude evidence concerning claims for which expert testimony is required
Copied from linked case: 1884CV02607

06/20/2023 Opposition to Motion in limine to exclude evidence concerning claims for which expert testimony is required
filed by May X Zhou
Copied from linked case: 1884CV02607

06/20/2023 Reply/Sur-reply

Reply on Motion in limine to exclude evidence concerning claims for which expert testimony is required
Copied from linked case: 1884CV02607

06/20/2023 Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion to establish order of evidence
Copied from linked case: 1884CV02607

06/20/2023 Opposition to Motion to establish order of evidence filed by May X Zhou
Copied from linked case: 1884CV02607

06/20/2023 Reply/Sur-reply

Reply to May Zhou's Opposition to Motion to establish order of evidence
Copied from linked case: 1884CV02607

06/20/2023 Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to exclude any undisclosed damages concerning Knowledgelink's profits
Copied from linked case: 1884CV02607

06/20/2023 Opposition to Motion in limine to exclude any undisclosed damages concerning Knowledgelink's profits filed by May X Zhou
Copied from linked case: 1884CV02607

06/20/2023 Reply/Sur-reply

Reply on Motion in limine to exclude any undisclosed damages concerning Knowledgelink's profits
Copied from linked case: 1884CV02607

06/20/2023 Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to exclude evidence concerning unrelated litigation with third parties
Copied from linked case: 1884CV02607

06/20/2023 Plaintiff May X Zhou's Response to Motion in limine to exclude evidence concerning unrelated litigation with third parties
Copied from linked case: 1884CV02607

06/20/2023 Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to prohibit Zhou from stating that Knowledgelink, Lin and/or Gao have destroyed or secreted documents
Copied from linked case: 1884CV02607

06/20/2023 Opposition to Motion in limine to prohibit Zhou from stating that Knowledgelink, Lin and/or Gao have destroyed or secreted documents filed by May X Zhou
Copied from linked case: 1884CV02607

06/20/2023 Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion in limine to prohibit Zhou from presenting evidence or argument that Knowledgelink has had more than one set of attorneys
Copied from linked case: 1884CV02607

06/20/2023 Opposition to Motion in limine to prohibit Zhou from presenting evidence or argument that Knowledgelink has had more than one set of attorneys filed by May X Zhou
Copied from linked case: 1884CV02607

06/20/2023 Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Motion in limine to prohibit Zhou from presenting evidence or testimony concerning the issues raised in Zhou's November 22, 2022 derivative demand letter
Copied from linked case: 1884CV02607

06/20/2023 May X Zhou's Memorandum in opposition to Motion in limine to prohibit Zhou from presenting evidence or testimony concerning the issues raised in Zhou's November 22, 2022 derivative demand letter
Copied from linked case: 1884CV02607

06/20/2023 Reply/Sur-reply

Reply in Support of Motion in limine to prohibit Zhou from presenting evidence or testimony concerning the issues raised in Zhou's November 22, 2022 derivative demand letter
Copied from linked case: 1884CV02607

06/20/2023 Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to restrict Zhou's use of the terms "unofficial subsidiaries" and "control companies"
Copied from linked case: 1884CV02607

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
06/20/2023	Opposition to Motion in limine to restrict Zhou's use of the terms "unofficial subsidiaries" and "control companies" filed by May X Zhou Copied from linked case: 1884CV02607		
06/20/2023	Reply/Sur-reply Reply Brief in support of Motion in limine to restrict Zhou's use of the terms "unofficial subsidiaries" and "control companies" Copied from linked case: 1884CV02607		
06/20/2023	Defendant Knowledgelink Group Inc's Motion in limine to preclude May Zhou from admitting out of court statements Copied from linked case: 1884CV02607		
06/20/2023	Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Memorandum in opposition to Motion in limine to preclude May Zhou from admitting out of court statements Copied from linked case: 1884CV02607		
06/20/2023	Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to preclude May Zou from introducing documents or admitting testimony relating to documents she failed to produce Copied from linked case: 1884CV02607		
06/20/2023	May X Zhou's Memorandum in opposition to Motion in limine to preclude May Zhou from introducing documents or admitting testimony relating to documents she failed to produce Copied from linked case: 1884CV02607		
06/20/2023	Reply/Sur-reply Reply in Support of Motion in limine to preclude May Zhou from introducing documents or admitting testimony relating to documents she failed to produce Copied from linked case: 1884CV02607		
06/20/2023	Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to preclude evidence that she was contractually authorized to sell Knowledgelink's assets without shareholder or board approval Copied from linked case: 1884CV02607		
06/20/2023	May X Zhou's Memorandum in opposition to Motion in limine to preclude evidence that she was contractually authorized to sell Knowledgelink's assets without shareholder or board approval Copied from linked case: 1884CV02607		
06/20/2023	Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to exclude certain evidence concerning alleged shareholders agreements Copied from linked case: 1884CV02607		
06/20/2023	Opposition to Motion in limine to exclude certain evidence concerning alleged shareholders agreements filed by May X Zhou Copied from linked case: 1884CV02607		
06/20/2023	Reply/Sur-reply Reply on Motion in limine to exclude certain evidence concerning alleged shareholders agreements Copied from linked case: 1884CV02607		
06/21/2023	Defendant Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to exclude evidence concerning alleged actions by Lin and Gao for which Zhou has not identified any damages Copied from linked case: 1884CV02607		
06/30/2023	's Copied from linked case: 1884CV02607		
07/07/2023	Notice Of Filing And List Of Documents Filed Pursuant To Superior Court Rule 9A Copied from linked case: 1884CV02607		
07/07/2023	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion to Permit The Expert Report Of Peng Sun Copied from linked case: 1884CV02607		
07/07/2023	Jianxin Steven Gao, Knowledgelink Group Inc, Christine Lin (as amended)'s Memorandum in opposition to Motion to Permit The Expert Report Of Peng Sun Copied from linked case: 1884CV02607		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
07/07/2023	Reply/Sur-reply Motion to Permit The Expert Report Of Peng Sun Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607		
07/07/2023	Endorsement on Notice of Zhou's New Derivative Complaint (#153.0): DENIED without prejudice for failure to comply with Rule 9C and with the scheduling order. dated (7/7/23) Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
07/19/2023	Defendants's Notice of intent to file motion concerning the KL Parties' Applies To: Gao, Jianxin Steven (Defendant); Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607		
07/25/2023	General correspondence regarding pending motions In Limine the court's review of the filing in this case is ongoing; a hearing will scheduled shortly, after accomlice with the order issued this date. (dated 7/18/23) notice sent 7/25/23 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
07/25/2023	ORDER: See paper #158 (Dated 7/25/23) Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
07/28/2023	ORDER: Preliminary Order on Motions See page # (Dated 7/28/2023) Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
08/02/2023	Plaintiff, Defendant KnowledgeLink Group Inc, Jianxin "Steven" Gao, Xinwei "Christine" Line's Submission in Concerning Jury Instructions	28	  Image
08/02/2023	Plaintiff, Defendant KnowledgeLink Group Inc, Xinwei "Christine" Line, Jianxin "Steven" Gao's Motion to file a Supplemental Brief Concerning the KL Parties' Mil Nos. 1, 2, and 10 ALLOWED (Dated 7/31/2023)	29	  Image
08/02/2023	Opposition to to the KL Parties' Motion to file a Supplemental Brief Concerning the KL parties' MIL NOS. 1, 2, and 10 filed by May Zhou	30	  Image
08/03/2023	Proposed Filings/Orders May Zhou's Submission Concerning Jury Instruction Copied from linked case: 1884CV02607		
08/03/2023	Joint Statement regarding Availability Copied from linked case: 1884CV02607		
08/04/2023	General correspondence regarding To The Court's Preliminary Ruling On May Zhou's Motions To Exclude Dismissed Counts Copied from linked case: 1884CV02607		
08/04/2023	Joint Submission Regarding Oral Argument Copied from linked case: 1884CV02607		
08/09/2023	Plaintiff, Defendant May X Zhou, Knowledgelink Group Inc's Submission of Agreed Statement Of Facts Copied from linked case: 1884CV02607		
08/09/2023	Plaintiff, Defendant May X Zhou, Knowledgelink Group Inc's Submission of Supplemental Brief Concerning The KL Parties' MIL NOS. 1,2, And 10 Copied from linked case: 1884CV02607		
08/25/2023	Event Result:: Motion Hearing scheduled on: 08/25/2023 11:00 AM Has been: Held as Scheduled		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
	Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
08/28/2023	Proposed Filings/Orders KL Parties' Proposed Schedule Copied from linked case: 1884CV02607		
08/29/2023	Event Result:: Final Trial Conference scheduled on: 08/30/2023 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
08/30/2023	Defendants Xinwei Lin, Jianxin Steven Gao, Mary X Lin (as amended), Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Joint Request for Hearing on the Matter of Discovery Conduct Copied from linked case: 1884CV02607		
09/05/2023	Event Result:: Jury Trial scheduled on: 09/05/2023 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Michael D Ricciuti, Presiding		
09/05/2023	Event Result:: Jury Trial scheduled on: 09/05/2023 09:00 AM Has been: Rescheduled For the following reason: Attorney on another trial Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
09/05/2023	Event Result:: Conference to Review Status scheduled on: 09/05/2023 10:00 AM Has been: Rescheduled For the following reason: Joint request of parties Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
09/07/2023	Plaintiff, Defendants May X Zhou, KnowledgeLink Group Inc, Xinwei Lin, Christine Lin (as amended), Jianxin Steven Gao's Joint Submission in Regarding Scheduling Order and Conduct of Discovery Copied from linked case: 1884CV02607		
09/08/2023	Event Result:: Conference to Review Status scheduled on: 09/08/2023 09:00 AM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
09/15/2023	General correspondence regarding Letter addressed to Hon. Michael Ricciuti from Plaintiff's Attorney Ryan M. Cunningham Pursuant to Court's July 28, 2023 Order as well as its forthcoming Scheduling Order for the further consolidated cases, May Zhou responds to Lin and Gao's request for an additional 15 pages for their brief in support of their motion to dismiss the derivative complaint Copied from linked case: 1884CV02607		
09/19/2023	ORDER: Scheduling Order See page # (Dated 9/15/2023) Notified via email on 9/15/2023 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
09/29/2023	General correspondence regarding Letter to Judge (Opposition to KnowledgeLink Request for leave to file Complaint for Contempt) Copied from linked case: 1884CV02607		
10/06/2023	General correspondence regarding Letter to the Judge (Permission to the Complaint for Contempt) ALLOWED once the Complaint is Verified. The Clerk shall promptly schedule a hearing under Rule 65.3 (Dated 9/28/2023) Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
10/06/2023	Attorney appearance electronically filed. Copied from linked case: 1884CV02607		
10/06/2023	Attorney appearance electronically filed. Copied from linked case: 1884CV02607		
10/06/2023	Attorney appearance electronically filed. Copied from linked case: 1884CV02607		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
10/06/2023	Attorney appearance electronically filed. Copied from linked case: 1884CV02607		
10/06/2023	Attorney appearance On this date Patrick P Dinardo, Esq. added for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
10/06/2023	Attorney appearance On this date Ryan Rosenblatt, Esq. added for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
10/10/2023	Letter to the Court Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
10/12/2023	Endorsement on Submission of Letter to the Judge (#171.0): DENIED If Zhou needs additional time to prepare, she may request it. (Dated 10/11/2023) Counsel for record Notified of endorsement by email 10/11/2023 Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
10/12/2023	Matter taken under advisement: Rule 12 Hearing scheduled on: 10/12/2023 02:00 PM Has been: Held - Under advisement Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
10/18/2023	General correspondence regarding Plaintiff's response to Defendants' letter briefing Copied from linked case: 1884CV02607		
10/25/2023	Complaint for contempt filed. Applies To: KnowledgeLink Group Inc (Plaintiff)	31	
10/25/2023	Opposition to KnowledgeLink's contempt complaint filed by May Zhou Copied from linked case: 1884CV02607	32	
10/27/2023	Matter taken under advisement: Rule 12 Hearing scheduled on: 10/27/2023 02:00 PM Has been: Held - Under advisement Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
11/06/2023	Endorsement on Submission of contempt complaint filed (#173.0): DENIED Motion to strike denied. dated (11/3/23) Judge: Ricciuti, Hon. Michael D Copied from linked case: 1884CV02607		
11/10/2023	General correspondence regarding Scheduling Order Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
11/13/2023	General correspondence regarding Scheduling Order Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
11/13/2023	Answer to the counterclaim Copied from linked case: 1884CV02607 Applies To: Zhou, May (Defendant)		
11/13/2023	Answer to original complaint Copied from linked case: 1884CV02607		
11/14/2023	Defendant KnowledgeLink Group Inc's Submission of Summary of the Parties' Disputes Relating to ESI Search Terms Copied from linked case: 1884CV02607		
11/14/2023	General correspondence regarding Plaintiff letter in accordance with paragraphs 4(c)(v)(2)n.6 and 7 Copied from linked case: 1884CV02607		
11/17/2023	Endorsement on Submission of General correspondence regarding Scheduling Order (#174.0): Other action taken The Clerk shall schedule a Rule 16 Conference. The parties shall Confer in advance of it regarding the wisdom of the Court's appointing a discovery master.		

(Dated 11/15/2023)

Judge: Ricciuti, Hon. Michael D
Copied from linked case: 1884CV02607

12/06/2023 The following form was generated:

Notice to Appear - BLS
Sent On: 12/06/2023 15:46:22
Copied from linked case: 1884CV02607

12/12/2023 Event Result:: BLS Rule 16 Litigation Control Conference scheduled on:
12/12/2023 02:00 PM
Has been: Held as Scheduled
Hon. Michael D Ricciuti, Presiding
Copied from linked case: 1884CV02607

12/14/2023 ORDER: After hearing, the Court as follows:
1. All pending requests made by letter are DENIED WITHOUT PREJUDICE PENDING THE PARTIES RENEWED RULE 9C CONFERENCE
2. The hearing scheduled for December 15, 2023 will be rescheduled.
3. In light of the undersigned's appointment as Chief Justice, the special assignment of this case will terminate. The parties Rule 9C conference shall include any steps the parties request to address the change.
SO ORDERD.

(Dated: 12/14/23)

Judge: Ricciuti, Hon. Michael D
Copied from linked case: 1884CV02607

12/14/2023 Event Result:: Motion Hearing scheduled on:
12/15/2023 10:00 AM
Has been: Rescheduled For the following reason: By Court prior to date
Hon. Michael D Ricciuti, Presiding
Copied from linked case: 1884CV02607

12/15/2023 General correspondence regarding Request for Clarification
ENDORSEMENT:
The rule 9C conference shall proceed as ordered, and the joint filing submitted by 12/18/23. The Court will address the remaining requests in light of that filing.
(Dated 12/14/23) (Noticed 12/14/23)
Copied from linked case: 1884CV02607

03/13/2024 Defendant KnowledgeLink Group Inc, Xinwei "Christine" Line, Jianxin "Steven" Gao's Motion for a protective order
Copied from linked case: 1884CV02607

03/13/2024 KnowledgeLink Group Inc, Xinwei "Christine" Line, Jianxin "Steven" Gao's Memorandum in support of motion for a protective order
Copied from linked case: 1884CV02607

03/13/2024 Opposition to motion for a protective order and cross-motion to extend the deadlines in the scheduling order filed by May Zhou
Copied from linked case: 1884CV02607

03/13/2024 Reply/Sur-reply
Copied from linked case: 1884CV02607

Reply in support of motion for a protective order
Copied from linked case: 1884CV02607

03/13/2024 Opposition to May Zhou's cross motion to extend the deadlines in the discovery order filed by KnowledgeLink Group Inc, Xinwei "Christine" Line, Jianxin "Steven" Gao
Copied from linked case: 1884CV02607

03/13/2024 Notice of filing pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607

03/13/2024 List of documents filed pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607

03/28/2024 Conference Memorandum
Copied from linked case: 1884CV02607

Joint Pre-Trial Memorandum

04/08/2024 Event Result:: Conference to Review Status scheduled on:
04/08/2024 11:00 AM
Has been: Held as Scheduled

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	Hon. Kenneth W Salinger, Presiding Copied from linked case: 1884CV02607		
04/08/2024	Event Result:: Rule 56 Hearing scheduled on: 04/19/2024 02:00 PM Has been: Not Held For the following reason: Court Order Comments: New Dates to be Set Hon. Kenneth W Salinger, Presiding Copied from linked case: 1884CV02607		
04/08/2024	Event Result:: Final Pre-Trial Conference scheduled on: 05/24/2024 02:00 PM Has been: Held as Scheduled Hon. Kenneth W Salinger, Presiding Copied from linked case: 1884CV02607		
04/08/2024	Event Result:: Motion Hearing scheduled on: 05/10/2024 02:00 PM Has been: Canceled For the following reason: By Court prior to date Comments: New Trial Date(s) assigned Hon. Michael D Ricciuti, Presiding Copied from linked case: 1884CV02607		
04/08/2024	Event Result:: Conference to Review Status scheduled on: 04/08/2024 11:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding Copied from linked case: 2384CV01294		
04/09/2024	ORDER: Revised Pretrial and Final Trial Schedule See p#189 for full Order. (dated 4/8/2024) Notice sent by email 4/9/2024 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
04/10/2024	ORDER: Orders on Motion for Protective Order, Cross-Motion to extend deadlines, Request to Amend Counterclaims and Contempt Complaint, Discovery Issues See p#190 for full Order. (dated 4/3/2024) Notice sent via email 4/9/2024 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
04/17/2024	Complaint for contempt filed. Applies To: Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607		
04/22/2024	Event Result:: Jury Waived Trial scheduled on: 04/24/2024 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Copied from linked case: 1884CV02607		
04/22/2024	Event Result:: Conference to Review Status scheduled on: 05/23/2024 02:00 PM Has been: Canceled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding Copied from linked case: 1884CV02607		
04/25/2024	Amended Counterclaim filed. Copied from linked case: 2384CV01294		
04/29/2024	Received from Other interested party Xinwei "Christine" Line & Jianxin "Steven" Gao : Answer to original complaint;	33	
04/29/2024	Endorsement on Motion for Protective Order (#183.0): ALLOWED See separate order. (Dated: 4/3/24) Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		

- 04/29/2024 Endorsement on Submission of Opposition to motion for a protective order and cross-motion to extend the deadlines in the scheduling order filed by May X Zhou (#185.0): DENIED
The Cross Motion is DENIED. See separate order.
(Dated: 4/3/24)

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607
- 04/29/2024 Received from
Plaintiff Zhou, May X: Answer to original complaint;
Copied from linked case: 1884CV02607
- 04/29/2024 Answer to amended complaint
Copied from linked case: 1884CV02607
- 04/29/2024 Received from
Plaintiff Zhou, May: Answer to the Counterclaim;
Copied from linked case: 2384CV01294
- 04/29/2024 Answer to the counterclaim
Copied from linked case: 2384CV01294
- 04/30/2024 ORDER: Orders on Motion for Protective Order, Cross Motion to Extend Deadlines, Request to Amend Counterclaims and Contempt Complaint, Discovery Issues
(Dated: 4/29/24)

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607
- 05/08/2024 Notice of docket entry received from Appeals Court
Please take note that on May 3, 2024, the following entry was made on the docket of the above-referenced case (2024-J-0271): Petition pursuant to G.L. c. 231, s. 118 filed for May Zhou by Attorney Daniel Edward Rosenfeld.
Copied from linked case: 1884CV02607
- 05/16/2024 Notice of docket entry received from Appeals Court
Please take note that on May 16, 2024, the following entry was made on the docket of the above-referenced case: ORDER RE#1: The plaintiff, May Zhou, has filed a petition pursuant to G. L. c. 231, s. 118, seeking review of a Superior Court judge's discovery order in one of three consolidated cases. The judge concluded that the plaintiff's discovery requests were overbroad and duplicative of prior requests. While the plaintiff argues that the appropriate remedy was to tailor the requests, the judge concluded that the plaintiff already had ample time to do so. It is well-established that "[t]rial judges have 'extensive discretion . . . with respect to both the process of discovery and the admission of evidence.'" Salten v. Ackerman, 64 Mass. App. Ct. 868, 875 (2005), quoting Beaupre v. Cliff Smith & Assocs., 50 Mass. App. Ct. 480, 485 (2000). Thus, only in rare cases will a single justice interfere with the broad discretion of a trial judge with respect to matters of discovery. Here, the parties have been litigating this matter since 2018, when the first two cases were filed. The plaintiff filed the third case in June 2023. By then, discovery in the other two cases had closed, and the parties were permitted limited discovery with respect to the third case, none of which was to duplicate prior discovery. In light of this history, I discern no abuse of the judge's broad discretion in his conclusion that the plaintiff already had ample time to tailor her discovery requests. To the extent the plaintiff also argues that she is entitled to discovery on newly amended counterclaims, her petition does not identify any discovery requests specific to the amended counterclaims that would not be duplicative of prior requests. Accordingly, the petition is denied. (Singh, J.) *Notice/attest/Salinger, J.
Copied from linked case: 1884CV02607
- 06/26/2024 Other Interested Party Fitch Law Partners LLP's EMERGENCY Motion to Quash Subpoena of Fitch Law Partners
Copied from linked case: 1884CV02607
- 06/27/2024 Affidavit of Compliance with Superior Court Rule 9A
Copied from linked case: 1884CV02607
- 06/27/2024 Plaintiff May Zhou's Motion to Extend Time to Complete Depositions (Unopposed)
Copied from linked case: 1884CV02607
- 06/28/2024 Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Cross Motion to
Compel Deposition of Zhou's Trial Witness Fitch Partners LLP
Copied from linked case: 1884CV02607
- 06/28/2024 Opposition to Fitch Partners LLP's emergency Motion to Quash and Memorandum in Support of Cross-Motion to Compel filed by Knowledgelink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended)
Copied from linked case: 1884CV02607
- 07/02/2024 Other Interested Party Fitch Law Partners LLP's Reply in
Support of Its Emergency Motion to Quash Subpoena of Fitch Law Partners
Copied from linked case: 1884CV02607
- 07/02/2024 Endorsement on Motion to extend deadlines to complete depositions (Unopposed) (#197.0): ALLOWED
Limited to deposition of Ivy Zhong.

	(Dated" 7/1/24) (Parties Notified via Email 7/1/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
07/08/2024	Plaintiff May X. Zhou's Reservation of Rights RE Dkt. No. 196 Copied from linked case: 1884CV02607
07/08/2024	Plaintiff, Defendants KnowledgeLink Group Inc, May Zhou, Xinwei "Christine" Line, Jianxin "Steven" Gao's Response to Status Report Copied from linked case: 2384CV01294
07/09/2024	Other Interested Party Fitch Law Partners LLP's Motion to Withdraw As Counsel Of Record To May X. Zhou Copied from linked case: 1884CV02607
07/09/2024	Fitch Law Partners LLP's Memorandum in support of Motion to Withdraw As Counsel Of Record To May X. Zhou Copied from linked case: 1884CV02607
07/09/2024	Opposition to Motion Of Fitch Law Partners To Withdraw filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao Copied from linked case: 1884CV02607
07/09/2024	Reply/Sur-reply To Knowledgelink Group, Inc., Christine Lin, And Steven Gao's Opposition to Motion Of Fitch Law Partners To Withdraw Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607
07/09/2024	Affidavit Of Compliance Copied from linked case: 1884CV02607
07/09/2024	Certificate Of Notice Of Filing Pursuant To Superior court Rule 9A Copied from linked case: 1884CV02607
07/09/2024	Superior Court Rule 9A List Of Documents Filed Copied from linked case: 1884CV02607
07/11/2024	Endorsement on Motion to extend deadlines to complete depositions (Unopposed) (#197.0): ALLOWED limited to deposition of Ivy Zhong dated (7/1/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
07/11/2024	Endorsement on Motion to Withdraw As Counsel Of Record To May X. Zhou (#202.0): ALLOWED after hearing review, allowed. dated (7/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
07/11/2024	Endorsement on Motion to Quash Subpoena of Fitch Law Partners (#196.0): ALLOWED after hearing and review allowed in part KL parties shall submit 10 questions to fitch law partners regarding information relevant to the issue of the demand letter. questions to be submitted by July 24, 2024 and answered under oath by august 7, 2024. dated (7/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
07/11/2024	Endorsement on Motion to Compel Deposition of Zhou's Trial Witness Fitch Partners LLP (#198.0): ALLOWED after hearing allowed in part. see endorsement on paper 196. dated (7/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Defendant May Zhou
07/15/2024	Attorney appearance On this date Ryan Cunningham, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
07/15/2024	Attorney appearance On this date Michele Connolly, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Terrance Devon Lanier, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Plaintiff May Zhou Copied from linked case: 2384CV01294		
07/15/2024	Attorney appearance On this date Ryan Cunningham, Esq. dismissed/withdrawn for Plaintiff May Zhou Copied from linked case: 2384CV01294		
07/15/2024	Plaintiff May X Zhou's Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions Copied from linked case: 1884CV02607		
07/15/2024	May X Zhou's Memorandum in support of her Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Opposition to Motion to Compel Supplementation pursuant to Rule 26(E)(3) and Resume Depositions filed by Christine Lin (as amended), Jianxin Steven Gao, Knowledgelink Group Inc Copied from linked case: 1884CV02607		
07/15/2024	Reply/Sur-reply Reply in further support of her Motion to Compel Supplementation and Resume Depositions Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Plaintiff May X Zhou's Notice of Filing Copied from linked case: 1884CV02607		
07/15/2024	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin Copied from linked case: 1884CV02607		
07/15/2024	Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Memorandum in support of Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin Copied from linked case: 1884CV02607		
07/15/2024	Opposition to Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin filed by May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Affidavit of Craig R. Jalbert, CIRA Copied from linked case: 1884CV02607		
07/15/2024	Affidavit of Shaowei Lin Copied from linked case: 1884CV02607		

- 07/15/2024 Reply/Sur-reply
Reply to May Zhou's Opposition to Motion to Exclude Expert Witnesses
Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant)
Copied from linked case: 1884CV02607
- 07/15/2024 Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Notice of Filing and List of Documents Filed pursuant to Superior Court Rule 9A
Copied from linked case: 1884CV02607
- 08/01/2024 Matter taken under advisement: Hearing on Daubert/Lanigan scheduled on:
08/01/2024 02:00 PM
Has been: Held - Under advisement
Hon. Debra A Squires-Lee, Presiding
Staff:
Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 08/02/2024 General correspondence regarding Orders regarding production of documents
Applies To: Zhou, May X (Plaintiff)
Copied from linked case: 1884CV02607
- 08/05/2024 Endorsement on Motion to exclude expert testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin (#213.0): ALLOWED
After hearing, ALLOWED. See Decision and Order of today's date.
(Dated 8/5/24)
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 08/05/2024 ORDER: Decision and Order on KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin
The Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowai Lin is ALLOWED.
See paper #221
(Dated 8/9/24)
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 08/05/2024 Endorsement on Motion to compel supplementation pursuant to Rule 26(e)(3) and resume depositions (#206.0): DENIED
After hearing and review, DENIED. See Decision and Order of today's date.
(Dated 8/9/24)
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 08/05/2024 ORDER: Decision and Order on May X. Zhou's Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions
Plaintiff May X. Zhou's Motion to Compel Supplementation Pursuant to Rule 26(e)(3) and Resume Depositions is DENIED.
See paper #222
(Dated 8/9/24)
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 08/30/2024 Plaintiff May Zhou's Assented to Motion to reschedule status conference
Copied from linked case: 1884CV02607
- 09/03/2024 Endorsement on Motion to reschedule status conference (#223.0): ALLOWED
dated (9/3/24)
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 09/06/2024 Defendant Xinwei "Christine" Line, Jianxin "Steven" Gao's Motion for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR
Copied from linked case: 1884CV02607
- 09/06/2024 Opposition to motion pursuant to M.R.C.P. 16 and Sup. Ct. R. 20 for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR filed by May Zhou
Copied from linked case: 1884CV02607
- 09/06/2024 Affidavit of Daniel Rosenfeld
Copied from linked case: 1884CV02607

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
09/06/2024	Affidavit of Ryan M. Cunningham Copied from linked case: 1884CV02607		
09/06/2024	Reply/Sur-reply Copied from linked case: 1884CV02607 Lin and Gao's Reply in Further Support of their motion for early adjudication of dense concerning no pre-suit demand on SIBR		
09/06/2024	Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A Copied from linked case: 1884CV02607		
09/10/2024	Event Result:: Conference to Review Status scheduled on: 09/10/2024 02:30 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate		
09/17/2024	Endorsement on Motion for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR (#224.0): ALLOWED See Decision and Order of today's date. (Dated: 9/16/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
09/17/2024	ORDER: Decision and Order on Lin and Gao's Motion Pursuant to MRCP 16 and Sup. Ct. R. 20 for Early Adjudication of Their Defense Based on Zhou's Failure to Make a Pre-Suit Demand on CIBR (Dated:9/16/24) (Notice Emailed 9/16/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
09/20/2024	Plaintiff May X Zhou's Motion in limine to (I) preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial Copied from linked case: 1884CV02607		
09/20/2024	May X Zhou's Memorandum in support of motion in limine (I) to preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial Copied from linked case: 1884CV02607		
09/20/2024	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
09/20/2024	Affidavit of Kurt Kusiak Copied from linked case: 1884CV02607		
09/20/2024	Opposition to Zhou's Motion in limine (I) to preclude use of partially produced Chinese files, and (II) exclude Anna Ge testifying at trial filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended) Copied from linked case: 1884CV02607		

Showing 1 to 500 of 711

<< < 1 **2** > >>

Linked Cases

<u>Link Group</u>	<u>Case #</u>	<u>File Date</u>	<u>Link Role</u>
1884cv2607	1884CV02607	08/20/2018	Primary Case
1884cv2607	2384CV01294	06/06/2023	Related Case

Case Disposition

<u>Disposition</u>	<u>Date</u>	<u>Case Judge</u>
Disposed by Court Finding	03/25/2020	

Disposition

Date

Case Judge

1884CV02736 KnowledgeLink Group Inc vs. Zhou, May

- Case Type:
- Contract / Business Cases
- Case Status:
- Open
- File Date
- 08/31/2018
- DCM Track:
- B - Special Track (BLS)
- Initiating Action:
- Restrictive Covenants
- Status Date:
- 08/31/2018
- Case Judge:
-
- Next Event:
-

All Information	Party	Subsequent Action/Subject	Event	Tickler	Docket	Linked Case	Disposition

Docket Information

<u>Docket</u> <u>Date</u>	<i>Docket Text</i>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<i>Image</i> <i>Avail.</i>
09/20/2024	Reply/Sur-reply Plaintiff's Reply in further support of motion in limine to (I) preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial Copied from linked case: 1884CV02607		
09/20/2024	Plaintiff May X Zhou's Motion in limine to allow use of confidential documents at trial Copied from linked case: 1884CV02607		
09/20/2024	May X Zhou's Memorandum in support of motion in limine to allow use of confidential documents at trial Copied from linked case: 1884CV02607		
09/20/2024	Opposition to Plaintiff's motion in limine to allow use of confidential documents at trial filed by KnowledgeLink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended) Copied from linked case: 1884CV02607		
09/20/2024	Reply/Sur-reply Plaintiff's Reply in further support of motion in limine to allow use of confidential documents at trial Copied from linked case: 1884CV02607		
09/20/2024	Plaintiff May X Zhou's Motion in limine to (I) apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order Copied from linked case: 1884CV02607		
09/20/2024	May X Zhou's Memorandum in support of motion in limine (I) to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of preclusive California order Copied from linked case: 1884CV02607		
09/20/2024	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
09/20/2024	Opposition to Plaintiff's motion in limine to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order filed by Jianzin Steven Gao(as amended), Christine Lin (as amended), KnowledgeLink Group Inc Copied from linked case: 1884CV02607		
09/20/2024	Reply/Sur-reply Plaintiff's Reply in further support of motion in limine (I) to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	ego, and (II) for judicial notice of the preclusive California order Copied from linked case: 1884CV02607		
09/20/2024	Plaintiff May X Zhou's Motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims Copied from linked case: 1884CV02607		
09/20/2024	May X Zhou's Memorandum in support of motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims Copied from linked case: 1884CV02607		
09/20/2024	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
09/20/2024	Knowledgelink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Memorandum in opposition to Plaintiff's motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims Copied from linked case: 1884CV02607		
09/20/2024	Reply/Sur-reply Plaintiff's Reply in further support of motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims Copied from linked case: 1884CV02607		
09/20/2024	Supplemental Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
09/24/2024	Plaintiff May X Zhou's EMERGENCY Motion for Requesting Leave To File Supplemental Briefing In Advance Of The Evidentiary Hearing Scheduled For September 24, 2024 Copied from linked case: 1884CV02607		
09/27/2024	Proposed Filings/Orders Joint Submission Concerning Outstanding Claims Copied from linked case: 1884CV02607		
09/27/2024	MOTION to Intervene as Non-Party / Case Participant filed by Texas Insurance Company Copied from linked case: 1884CV02607		
09/27/2024	Texas Insurance Company's Memorandum In Support Of Its Motion To Intervene Copied from linked case: 1884CV02607		
09/27/2024	Affidavit Of Peter C. Netburn Copied from linked case: 1884CV02607		
09/27/2024	Opposition to Texas Insurance Company's Motion To Intervene filed by Christine Lin (as amended), Jianxin Steven Gao Copied from linked case: 1884CV02607		
09/27/2024	Affidavit Of T. Christopher Donnelly Copied from linked case: 1884CV02607		
09/27/2024	Reply/Sur-reply Texas Insurance Company's Motion to Intervene Reply Copied from linked case: 1884CV02607		
09/27/2024	Second Affidavit Of Peter C. Netburn Copied from linked case: 1884CV02607		
09/27/2024	Rule 9A(B)(2) Notice Of Filing Copied from linked case: 1884CV02607		
09/27/2024	Proposed Filings/Orders Copied from linked case: 1884CV02607		
09/27/2024	Texas Insurance Company's Superior Court Rule 9A(B)(2) List Of Documents Copied from linked case: 1884CV02607		
10/01/2024	[Proposed] Joint Submission Concerning Outstanding Claims Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607		
10/01/2024	Endorsement on Motion for Requesting Leave To File Supplemental Briefing In Advance Of The Evidentiary Hearing Scheduled For September 24, 2024 (#251.0): ALLOWED nunc pro tunc. (dated 9/30/2024)		

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/01/2024 Findings of Fact and Rulings of Law:

Concerning Demand Pursuant to G.L. c. 156D, S 7.42 on Cambridge Institute of Business research, INC.
See paper #

Order: Wherefore, because May X. Zhou failed to make demand on CIBR as required by G. L. c. 156D, S 7.42 all derivative claims asserted against CIBR are DISMISSED.
(Dated 9/30/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/01/2024 Event Result:: Final Trial Conference scheduled on:
10/01/2024 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/01/2024 Event Result:: Final Trial Conference scheduled on:
10/01/2024 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to Preclude Use of Partially Produced Chinese Files, and to Exclude Anna Ge from Testifying at Trial (#230.0): Other action taken
Allowed as to Anna Ge who is not going to be called at trial. Denied as to Chinese files. Court will address any claim of spoliation at trial.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to allow use of confidential documents at trial (#236.0): ALLOWED with the caveat that all such confidential documents remain subject to the protective order.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to (I) apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order (#240.0): DENIED
as to issue preclusion. Court will take judicial notice of the CA judgement. Parties may argue evidentiary value, if any.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims (#245.0): Reserved
for time of trial.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Defendants Jianxin Steven Gao, Xinwei Lin, Knowledgelink Group Inc's Motion to Present Statute of Limitations and Laches Evidence First at Trial
(filed 10/1/2024)
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion to Present Statute of Limitations and Laches Evidence First at Trial (#259.0):
Withdrawn
in open Court.

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Defendants Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao's Motion in limine to Track Court-Imposed Time Limits with Chess Clocks

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	(filed 10/1/2024) Copied from linked case: 1884CV02607		
10/02/2024	Endorsement on Motion in limine to Track Court-Imposed Time Limits with Chess Clocks (#260.0): DENIED (dated 10/1/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/02/2024	Defendants Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao's Motion in limine to Exclude Evidence Concerning Litigation with JDP 21 (filed 10/1/2024) Copied from linked case: 1884CV02607		
10/02/2024	Endorsement on Motion in limine to Exclude Evidence Concerning Litigation with JDP 21 (#261.0): Other action taken See endorsements on paper 240. (dated 10/1/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/02/2024	Event Result:: Jury Waived Trial scheduled on: 10/24/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/02/2024	Event Result:: Jury Waived Trial scheduled on: 10/25/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/02/2024	Event Result:: Final Trial Conference scheduled on: 10/02/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/02/2024	Event Result:: Final Trial Conference scheduled on: 10/02/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/04/2024	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion in Limine relating to the Exclusion of Evidence Zhou failed to Produce in the 2018 actions Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/04/2024	Defendant Christine Lin (as amended), Knowledgelink Group Inc, Jianxin Steven Gao's Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument RESERVED. Any proposed Testimony must be based on a sufficient foundation. Court will address objections in real time at Trial. (Dated 10/2/2024) Notice sent via email 10/3/2024 Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/04/2024	Opposition to Motion in Limine relating to the Exclusion of Evidence Zhou failed to Produce in the 2018 actions filed by May X Zhou Copied from linked case: 1884CV02607		
10/04/2024	Opposition to Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument filed by May X Zhou Copied from linked case: 1884CV02607		
10/04/2024	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		

- 10/04/2024 Reply/Sur-reply
Reply in Support of Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument
Copied from linked case: 1884CV02607
- 10/04/2024 Defendant Christine Lin (as amended), KnowledgeLink Group Inc's Motion in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent
RESERVED until time of Trial.
(Dated 10/3/2024)
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/04/2024 Opposition to in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent filed by May X Zhou
Copied from linked case: 1884CV02607
- 10/04/2024 Reply/Sur-reply
Reply in Support of Motion in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent
Copied from linked case: 1884CV02607
- 10/04/2024 Defendant Christine Lin (as amended), KnowledgeLink Group Inc's Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use
After hearing DENIED without prejudice. May Zhou shall by October 11, 2024 Supplement answer to interrogatory # 21 as to Lin & Gao's alleged Credit Card use.
(Dated 10/2/2024) Notice sent via email 10/3/2024
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/04/2024 Opposition to Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use filed by May X Zhou
Copied from linked case: 1884CV02607
- 10/04/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607
- 10/04/2024 Reply/Sur-reply
Reply to Opposition to Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use
Copied from linked case: 1884CV02607
- 10/04/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607
- 10/04/2024 Affidavit of May Zhou
Copied from linked case: 1884CV02607
- 10/04/2024 Endorsement on Motion in limine to prohibit Zhou from presenting evidence or testimony concerning the issues raised in Zhou's November 22, 2022 derivative demand letter (#137.0): Reserved
Until time of Trial.
(Dated 10/3/2024) Notice sent via email 10/3/2024
Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/07/2024 Event Result:: Final Trial Conference scheduled on:
11/01/2024 02:00 PM
Has been: Not Held For the following reason: By Court prior to date
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 10/07/2024 Event Result:: Final Trial Conference scheduled on:
11/02/2024 02:00 PM
Has been: Not Held For the following reason: By Court prior to date
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 10/08/2024 Defendant KnowledgeLink Group Inc, Xinwei "Christine" Line, Jianxin "Steven" Gao's EMERGENCY Motion to

	Strike May Zhou's Exhibit List Copied from linked case: 1884CV02607
10/09/2024	Event Result:: Motion Hearing scheduled on: 10/09/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/10/2024	Opposition to To KL Parties' Emergency Motion to Strike May Zhou's Exhibit List filed by May X Zhou Copied from linked case: 1884CV02607
10/11/2024	Endorsement on Motion to Intervene (#253.0): DENIED After hearing and review, DENIED. See Decision and Order of today's date. (Dated: 10/9/24) (Notice Sent by Email 10/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
10/11/2024	MEMORANDUM & ORDER: On Non-Party Texas Insurance Company's Motion to Intervene See Paper no. 274 (Dated:10/9/24) (Notice Sent in Email 10/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
10/11/2024	Endorsement on Motion to Strike May Zhou's Exhibit List (#272.0): Other action taken Allowed in part. Exhibit list is stricken. This case will be tried efficiently. Zhou to provide further updated exhibit list, limited to clearly identified documents (by name or bates number) that she in good faith intends to offer into evidence at trial, by close of business 5:00 pm October 14, 2024. Parties to cooperate on a streamlined agreed upon list of exhibits. (Dated: 10/10/24) (Notice Sent by Email 10/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
10/11/2024	Proposed Filings/Orders Copied from linked case: 1884CV02607 Christine Lin, Steven Gao, and Knowledgelink Group, Inc.'s Proposed Findings of Facts with May Zhou's Responses
10/11/2024	Proposed Filings/Orders Copied from linked case: 1884CV02607 KL Parties' Proposed Conclusions of Law
10/15/2024	Knowledgelink, Lin and Gao's Contested Exhibit List Copied from linked case: 1884CV02607
10/15/2024	Plaintiff May X Zhou's Response to Knowledgelink, Lin and Gao's Proposed Exhibit List Copied from linked case: 1884CV02607
10/15/2024	Plaintiff May X Zhou's Notice in Regards to Inadvertently Stipulated Facts Copied from linked case: 1884CV02607
10/17/2024	Revised Joint Trial Exhibit List Applies To: Zhou, May X (Plaintiff); Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607
10/18/2024	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages ENDORSEMENT: After review, DENIED for the reasons stated in Paper 159. Evidence of the claims not excludable because of a lack of directly specified damages. If there is no such evidence that will be addressed in Count;s finding. (Dated: 10/16/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
10/18/2024	Opposition to Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages filed by May X Zhou Copied from linked case: 1884CV02607		
10/18/2024	Response to in Support of Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages filed by Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc Copied from linked case: 1884CV02607		
10/21/2024	Objection to Plaintiff's Corrected Second Revised Proposed List of Trial Exhibits filed by May X Zhou Copied from linked case: 1884CV02607		
10/21/2024	KnowledgeLink, Lin and Gao's Contested Exhibit List Copied from linked case: 1884CV02607		
10/21/2024	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s EMERGENCY Motion in limine to Exclude May Zhou's Rule 1006 Exhibits Copied from linked case: 1884CV02607		
10/21/2024	Event Result:: Jury Waived Trial scheduled on: 10/21/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/22/2024	Plaintiff, Defendant May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Joint Motion for leave to retain court reporter as official record for trial ENDORSEMENT: Allowed. (Dated 10/21/24) (Notice in hand 10/22/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/22/2024	Event Result:: Jury Waived Trial scheduled on: 10/22/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/23/2024	Event Result:: Jury Waived Trial scheduled on: 10/23/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/28/2024	Event Result:: Jury Waived Trial scheduled on: 10/28/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/29/2024	Event Result:: Jury Waived Trial scheduled on: 10/29/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/30/2024	Event Result:: Jury Waived Trial scheduled on: 10/30/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM		

	Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate
10/31/2024	Event Result:: Jury Waived Trial scheduled on: 10/31/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 2384CV01294
11/01/2024	Affidavit of Jianxin "Steven" Gao Copied from linked case: 1884CV02607
11/08/2024	Event Result:: Settlement Conference scheduled on: 11/08/2024 09:00 AM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
11/13/2024	Event Result:: Settlement Conference scheduled on: 11/14/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Robert L Ullmann, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
11/19/2024	Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), KnowledgeLink Group Inc's Motion to Set a Trial Schedule Copied from linked case: 1884CV02607
11/22/2024	Event Result:: Conference to Review Status scheduled on: 11/22/2024 10:00 AM Has been: Held via Video/Phone Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
11/25/2024	Event Result:: Jury Waived Trial scheduled on: 11/25/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
11/26/2024	Event Result:: Jury Waived Trial scheduled on: 11/26/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
11/26/2024	Letter to Court Regarding Trial Schedule from Defendants Copied from linked case: 1884CV02607

12/02/2024	ORDER: See paper #285 for Full Order. (dated 11/22/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
12/02/2024	Event Result:: Jury Waived Trial scheduled on: 12/02/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/03/2024	Declaration Of Xinwei "Christine" Lin Copied from linked case: 1884CV02607
12/03/2024	Event Result:: Jury Waived Trial scheduled on: 12/03/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/04/2024	Event Result:: Jury Waived Trial scheduled on: 12/04/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/05/2024	Event Result:: Jury Waived Trial scheduled on: 12/05/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/09/2024	Event Result:: Jury Waived Trial scheduled on: 12/09/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/10/2024	Event Result:: Jury Waived Trial scheduled on: 12/10/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/11/2024	Endorsement on Motion in limine to exclude May Zhou's Rule 1006 Exhibits (#280.0): ALLOWED Allowed for reasons stated on record today. (dated 12/10/24) Notice in hand 12/10/24 Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
12/11/2024	KL Parties Bench Memorandum Regarding Authentication of Foreign Documents Copied from linked case: 1884CV02607
12/11/2024	Event Result:: Jury Waived Trial scheduled on: 12/11/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
12/12/2024	Event Result:: Jury Waived Trial scheduled on: 12/12/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff:

Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/13/2024 Bench Memorandum Regarding Admissibility Of The Statements Of A Co-Conspirator
Copied from linked case: 1884CV02607

12/13/2024 Bench Memorandum Regarding Mass. G. Evid. S. 801(d)(2) (E) Joint Venturer Hearsay Exception

Applies To: Zhou, May X (Plaintiff)
Copied from linked case: 1884CV02607

12/13/2024 Event Result:: Jury Waived Trial scheduled on:
12/13/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/16/2024 Event Result:: Jury Waived Trial scheduled on:
12/16/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/17/2024 Event Result:: Jury Waived Trial scheduled on:
12/17/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/17/2024 KnowledgeLink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Memorandum
on Zhou's Untimely Lanigan Motion
Copied from linked case: 1884CV02607

12/18/2024 Bench Memorandum Objecting To KL Parties' Expert Reports
(Filed 12/17/24)

Endorsement: After hearing, court will accept the report of Peter Resnick and hear testimony. Court will
hear qualifications re Mr. Kipfer and address any motions at that.
dated (12/17/24)
Copied from linked case: 1884CV02607

12/18/2024 Exhibits/Appendix

To May Zhou's Bench Memorandum Objecting To KL Parties' Expert Reports
Copied from linked case: 1884CV02607

12/18/2024 Event Result:: Jury Waived Trial scheduled on:
12/18/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/18/2024 Event Result:: Hearing on Proposed Settlement scheduled on:
12/18/2024 02:00 PM
Has been: Held as Scheduled
Hon. Michael D Ricciuti, Presiding
Staff:
Brenda Shisslak, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/19/2024 Event Result:: Jury Waived Trial scheduled on:
12/19/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/20/2024 Event Result:: Jury Waived Trial scheduled on:
12/20/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding

Staff:

Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/23/2024 Bench Memorandum

Copied from linked case: 1884CV02607

12/23/2024 Defendant Christine Lin (as amended)'s Motion to
Dismiss All Claims Of May X. Zhou Pursuant To Mass. R. Civ. P. 41(b)(2) (Second Sentence)
Copied from linked case: 1884CV02607

01/10/2025 Response to KL Parties' Bench Memorandum Regarding Standard of Proof of Damages Where May Zhou
Withheld KLIS Documents filed by May X Zhou
Copied from linked case: 1884CV02607

01/10/2025 Matter taken under advisement: Jury Waived Trial scheduled on:
01/10/2025 09:00 AM

Has been: Held - Under advisement
Hon. Debra A Squires-Lee, Presiding
Staff:

Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

03/03/2025 Attorney appearance

On this date Lauren Haskins, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc

03/03/2025 Attorney withdrawal of appearance electronically filed.
Copied from linked case: 1884CV02607

03/03/2025 Attorney appearance

On this date Lauren Haskins, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group Inc
Copied from linked case: 1884CV02607

03/03/2025 Attorney appearance

On this date Lauren Haskins, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group, Inc
(Derivative Defendant)
Copied from linked case: 2384CV01294

03/27/2025 Notice of Attorney's Lien of David M. McGlone of Gesmer Updegrove LLP
Copied from linked case: 1884CV02607

03/28/2025 Amended Notice of Attorney's Lien of David M. McGlone of Gesmer Updegrove LLP
Copied from linked case: 1884CV02607

04/10/2025 ORDER: FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER FOR JUDGMENT
ORDER:

¿ Case No. 1884CV02607: Judgment shall enter for May X. Zhou and against Xinwei (Christine) Lin and Jianxin (Steven) Gao in the amount of \$2,520,000 (two million, five hundred and twenty thousand dollars) for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and civil conspiracy, and in the amount of \$1,000,000 (one million dollars) for defamation for a total amount of \$3,520,000 (three million, five hundred and twenty thousand dollars). Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall, within sixty days of the date of this Order, reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies⁵⁸ and restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline.

¿ Case No. 1884CV02376: Judgment shall enter for May X. Zhou and against KnowledgeLink Group, Inc.

¿ Case No. 2384CV01294: Judgment shall enter for May X. Zhou, on behalf of KnowledgeLink Group, Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. Within sixty days of the date of entry of this Order, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall provide May X. Zhou a complete forensic financial accounting of Shanghai Nuolin Business Consulting Co. Ltd. from the date of its founding to the present. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline.

¿ Civil Contempt: Judgment shall enter for May X. Zhou on the claim of civil contempt.

Entry of Final Judgments in these consolidated cases shall be stayed for sixty days or until the reports referenced above have been filed whichever occurs sooner.

SO ORDERED. (dated 4/9/25) notice sent by email 4/9/25

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

04/30/2025 Defendants Christine Lin (as amended), Jianxin Steven Gao's EMERGENCY Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO, and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Order Pending Appeal
Copied from linked case: 1884CV02607

04/30/2025 Exhibits/Appendix
Copied from linked case: 1884CV02607

05/06/2025 Opposition to Emergency Motion of Christine Lin and Steven Gao for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Pending Appeal and Plaintiff May X. Zhou's Cross-Motion to Modify the Court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Indep filed by May X Zhou
Copied from linked case: 1884CV02607

05/08/2025 Opposition to Plaintiff May. X. Zhou's Cross-Motion to Modify the court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Independent Directors in their Place filed by KnowledgeLink Group Inc
Copied from linked case: 1884CV02607

05/08/2025 Event Result:: Motion Hearing scheduled on:
05/08/2025 03:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

05/12/2025 Endorsement on Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. Or (2) Stay of Reinstatement Order Pending Appeal (#298.0): DENIED
After hearing and review, DENIED except that Order will be Amended to give parties additional time in one respect.
(Dated 5/9/2025) Notice sent 5/9/2025

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

05/12/2025 Endorsement on Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Pending Appeal and Plaintiff May X. Zhou's Cross-Motion to Modify the Court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Indep filed by May X Zhou (#299.0): Other action taken
After Hearing and review, ALLOWED-IN-PART Order will be Amended to require the appointment of two independent directors in addition to Lin, Gao, and Zhou on the Boards.
(Dated 5/9/2025) Notice sent 5/9/2025

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

05/12/2025 ORDER: Findings of Fact, Conclusion of law, and Order for Judgment
Amended and Restated Order for Judgment
See paper #
Entry of Final Judgment in these Consolidated cases shall be stayed for sixty days of the date of this Order.
(Dated 5/9/2025) Notice sent 5/9/2025

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

05/13/2025 Attorney appearance electronically filed.

05/13/2025 Attorney appearance electronically filed.
Copied from linked case: 1884CV02607

05/13/2025 Attorney appearance electronically filed.
Copied from linked case: 2384CV01294

05/15/2025 Attorney withdrawal electronically filed.
Copied from linked case: 1884CV02607



<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
05/30/2025	Report of Christine Lin and Steven Gao Confirming Their Compliance with Order Directing a Complete Forensic Accounting of Shangahi Nuolin Business Consulting Co. LTD Copied from linked case: 2384CV01294		
06/09/2025	Notice of appeal filed. Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant) Copied from linked case: 1884CV02607		
06/09/2025	Plaintiff May X Zhou's Motion for Attachment of Real Estate Copied from linked case: 1884CV02607		
06/09/2025	May X Zhou's Memorandum in support of Motion for Attachment of Real Estate Copied from linked case: 1884CV02607		
06/09/2025	Affidavit filed by Plaintiff May X Zhou in support of Motion for Attachment of Real Estate Copied from linked case: 1884CV02607		
06/09/2025	Defendants Christine Lin (as amended), Jianxin Steven Gao's Response to Plaintiff's Motion for Attachment of Real Estate Copied from linked case: 1884CV02607		
06/09/2025	Plaintiff May X Zhou's Reply in Further Support of Her Motion for Attachment of Real Estate Copied from linked case: 1884CV02607		
06/09/2025	Plaintiff May X Zhou's Notice of Filing and List of Documents Copied from linked case: 1884CV02607		
06/10/2025	Notice of docket entry received from Appeals Court Please take note that on June 9, 2025, the above referenced matter (2025-J-0423) has been entered on the single justice docket of the Appeals Court. Copied from linked case: 1884CV02607		
06/13/2025	Endorsement on Motion for attachment of real estate (#303.0): ALLOWED Allowed. Writ of attachment to issue in the amount of \$1,584,000 (one million, five hundred eighty-four thousand dollars) on the real property known as and numbered 35 Preston Road, Lexington Mass. in favor of May X. Zhou. Parties are free to enter any agreement, including an escrow agreement, thereafter seek dissolution if appropriate. (Dated 6/11/25) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
07/02/2025	Plaintiff May X Zhou's EMERGENCY Motion to Make Additional Findings or Stay Entry of Final Judgment Copied from linked case: 1884CV02607		
07/02/2025	May X Zhou's Memorandum in support of Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment Copied from linked case: 1884CV02607		
07/02/2025	Affidavit of Jimmy S. Pappas Copied from linked case: 1884CV02607		
07/03/2025	Notice of Christine Lin and Steven Gao Stating Intention to Oppose Plaintiff's July 2, 2025 "Emergency" Motion, and Request for Briefing Schedule Copied from linked case: 1884CV02607		
07/07/2025	Attorney appearance electronically filed.		
07/07/2025	Exhibits/Appendix Copied from linked case: 1884CV02607		
07/09/2025	Judgment. It is ORDERED and ADJUDGED:: Following a Jury Waived Trial and Findings by the Court, Squires-Lee, J., Judgment shall enter in this case for the Defendant, May Zhou. This case is hereby DISMISSED. Entered on docket pursuant to Mass R Civ P 58(a) and notice sent to parties pursuant to Mass R Civ P 77(d)	34	
07/21/2025	Plaintiff KnowledgeLink Group Inc's Notice of Appeal	35	
07/21/2025	Notice of appeal filed. (See p#35) Notice sent 7/23/25		

Applies To: KnowledgeLink Group Inc (Plaintiff)

07/23/2025 Attorney appearance
On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc

07/28/2025 Transcript of 10/1/24 and 10/2/24 received from transcriber Barbara Reardon (via email)
Copied from linked case: 1884CV02607

07/31/2025 Other Interested Party Xinwei "Christine" Line, Jianxin "Steven" Gao's Motion to
Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest

Copied from linked case: 1884CV02607

07/31/2025 Exhibits/Appendix
Copied from linked case: 1884CV02607

Christine Lin and Steven Gao's Index of Exhibits in Support of Motion Pursuant to Mass.R.Civ.P.58
Regarding Prejudgment Interest

Copied from linked case: 1884CV02607

07/31/2025 Opposition to Motion Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest filed by May Zhou
Copied from linked case: 1884CV02607

07/31/2025 Reply/Sur-reply
Copied from linked case: 1884CV02607

Reply Memorandum of Christine Lin and Steven Goa Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment
Interest

07/31/2025 Other Interested Party Xinwei "Christine" Line, Jianxin "Steven" Gao's Notice of
Pursuant to Superior Court Rules 9A (b)(iii) and 58

Copied from linked case: 1884CV02607

07/31/2025 Other Interested Party Xinwei "Christine" Line, Jianxin "Steven" Gao's Notice of
Certifying Delivery of Transcripts for Appeal Pursuant to Mass. Gen. Laws Ch. 231§118 (second
paragraph)

Copied from linked case: 1884CV02607

08/01/2025 Event Result:: Conference to Review Status scheduled on:
08/01/2025 10:00 AM
Has been: Held via Video/Phone
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

08/04/2025 Plaintiff KnowledgeLink Group Inc's Certificate in
Regards to Transcript Orders

36



Transcript of 9/13/18 8/13/19 10/29/19 11/21/19 12/18/19 8/3/20 3/22/21 7/15/21 7/28/21 8/3/21 8/26/21
9/8/23 12/12/23 8/1/24 9/10/24 10/9/24 ordered

08/04/2025 Exhibits/Appendix



08/07/2025 Party(s) file Stipulation
Concerning Special Master to Recommend Independent Directors
Copied from linked case: 1884CV02607

Applies To: Zhou, May (Defendant); Xinwei "Christine" Line (Other interested party); Jianxin "Steven" Gao
(Other interested party)

08/08/2025 Transcript of 12/12/23 8/1/24 & 10/9/24 received from transcriber Barbara Reardon (via email)
Copied from linked case: 1884CV02607

08/11/2025 Transcript of 10/21/24 10/22/24 10/23/24 10/28/24 10/29/24 10/30/24 10/31/24 11/25/24 11/26/24 12/2/24
12/3/24 12/4/24 12/5/24 12/9/24 12/10/24 12/11/24 12/12/24 12/13/24 12/16/24 12/17/24 12/18/24 12/19/24
12/20/24 1/10/25 5/8/25 7/8/25 received (via email)
Copied from linked case: 1884CV02607

08/11/2025 Notice of docket entry received from Appeals Court
Please take note that, with respect to the Emergency Motion to Stay and Expedite Appeal filed for Jianxin
"Steven" Gao and Xinwei "Christine" Lin by Attorney Kevin Martin. (Paper #3), on July 29, 2025, the
following entry was made on the docket (2025-P-0844): RE#3 The defendants' request to expedite the
appeal is allowed, and the defendants' motion to stay is referred to the panel designated to decide this
appeal. See Order entered this date. (Shin, J.) *Notice/attest/Squires-Lee, J. (Received 7/29/25)
Copied from linked case: 1884CV02607

- 08/11/2025 Notice of docket entry received from Appeals Court
Please take note that on July 29, 2025, the following entry was made on the docket of the above-referenced case: ORDER: On 07/18/2025, I ordered the defendants to submit a memorandum showing cause how jurisdiction over this appeal is proper, and I granted the plaintiff leave to file a memorandum in response. After review of the parties' submissions (RE##15 &16), and without expressing any view on the propriety of the appeal, I will permit the appeal to proceed on the limited issue of whether the single justice in 25-J-423 abused his discretion in denying the defendants' motion to stay pending appeal the reinstatement injunction that entered in the Superior Court on 05/12/2025. See Mass. R. A. P. 6(i). Although the defendants do not identify a pending appeal, which is a prerequisite for a stay to enter under Mass. R. A. P. 6, the Superior Court docket reflects that the defendants filed a notice of appeal on 06/09/2025 from the reinstatement injunction pursuant to G. L. c. 231, § 118, 2nd par. I likewise express no view on the propriety of that appeal. For current purposes, it suffices to note that that appeal remains pending and arguably gave the single justice the authority to rule on a motion under Mass. R. A. P. 6. The defendants have also moved to stay the reinstatement injunction pending their appeal from the single justice's order and to expedite the appeal. Mass. R. A. P. 6 does not provide for or contemplate the filing of a further motion to stay that may be acted on by a single justice. The defendants' motion to stay must be decided by a panel when assigned. After consideration, I will allow the defendants' request to expedite the appeal. The defendants shall file their brief and appendix by 08/18/2025, and the plaintiff shall file her responsive brief by 09/08/2025. The defendants may file a reply brief on or before 09/15/2025. These deadlines will not be enlarged. The parties should anticipate that the appeal will proceed to oral argument in October. (Shin, J.)
*Notice/attest/Squires-Lee, J.
Copied from linked case: 1884CV02607
- 08/13/2025 ORDER: Order Concerning Special Master to Recommend Independent Directors
Judge: Barry-Smith, Hon. Christopher K
Copied from linked case: 1884CV02607
- 08/15/2025 Affidavit
Copied from linked case: 1884CV02607
- 08/15/2025 Opposition to Plaintiff's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment filed by Christine Lin (as amended), Jianzin Steven Gao(as amended)
Copied from linked case: 1884CV02607
- 08/15/2025 Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Appendix of Exhibits in Support of Opposition
Copied from linked case: 1884CV02607
- 08/15/2025 Plaintiff May X Zhou's Reply in Further Support of Her Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment
Copied from linked case: 1884CV02607
- 08/15/2025 Affidavit of Jimmy S. Pappas (Supplemental)
Copied from linked case: 1884CV02607
- 08/15/2025 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607
- 08/15/2025 Affidavit of May X. Zhou
Copied from linked case: 1884CV02607
- 08/15/2025 Plaintiff May X Zhou's Notice of Filing and List of Documents
Copied from linked case: 1884CV02607
- 08/15/2025 Plaintiff May X Zhou's Motion for Attachment of Real Estate (Second)
Copied from linked case: 1884CV02607
- 08/15/2025 May X Zhou's Memorandum in support of Motion for Attachment of Real Estate (Second)
Copied from linked case: 1884CV02607
- 08/15/2025 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607
- 08/15/2025 Opposition to Second Motion for Attachment of Real Estate filed by Christine Lin (as amended), Jianzin Steven Gao(as amended)
Copied from linked case: 1884CV02607
- 08/15/2025 Plaintiff May X Zhou's Reply in Further Support of Her Second Motion for Attachment of Real Estate
Copied from linked case: 1884CV02607
- 08/19/2025 Event Result:: Conference to Review Status scheduled on:
08/19/2025 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
	Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/20/2025	Endorsement on Motion to Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest (#321.0): Other action taken Allowed-in-part See Decision and Order of today's date. (dated 8/19/25) Notice sent by email Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/20/2025	ORDER: Decision and Order regarding Prejudgment Interest See p#343 for complete Decision and Order. (dated 8/19/25) Notice sent by email Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/25/2025	Plaintiff, Defendant May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), KnowledgeLink Group Inc's Joint Submission of Status Report Regarding Independent Directors Copied from linked case: 1884CV02607		
08/26/2025	Endorsement on Motion for attachment of Real Estate (second) (#338.0): ALLOWED up to \$1,7000,000.00 (One Million seven Hundred Thousand dollars and no cents) Writ to issued entered 8/23/2025 Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/14/2025	Transcript of Transcript of 9/13/18 12/18/19 & 9/10/24 received from transcriber Eileen Dhondt (via email)		
12/17/2025	Attorney appearance On this date Daniel Edward Rosenfeld, Esq. dismissed/withdrawn for Defendant May Zhou		
02/12/2026	Transcript of 10/27/23 received from transcriber Diane Harris (via email)		
02/13/2026	Revised Transcript of 10/27/23 received from transcriber Diane Harris (via email)		
04/06/2026	Appeal: Statement of the Case on Appeal (Cover Sheet). Copied from linked case: 1884CV02607		
04/06/2026	Notice of assembly of record sent to Counsel Copied from linked case: 1884CV02607		
04/06/2026	Notice to Clerk of the Appeals Court of Assembly of Record Copied from linked case: 1884CV02607		
04/10/2026	Notice of Entry of appeal received from the Appeals Court In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case (2026-P-0503) was entered in this Court on April 9, 2026. Copied from linked case: 1884CV02607		
Showing 501 to 711 of 711 << 1 2 >>			

- Case Type:
Contract / Business Cases
- Case Status:
Open
- File Date
06/06/2023
- DCM Track:
A - Average
- Initiating Action:
Shareholder Derivative
- Status Date:
06/06/2023
- Case Judge:
- Next Event:

All Information Party Subsequent Action/Subject Event Tickler Docket Linked Case Disposition

Party Information

Zhou, May
- Plaintiff

Alias

Party Attorney

[More Party Information](#)

Cambridge Institute Of Business Research, Inc.
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Cambridge Institute of Business Research, Inc (Derivative Defendant)
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KnowledgeLink Group, Inc (Derivative Defendant)
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Subsequent Action/Subject

<u>Description</u>	<u>Status</u>	<u>SA/Subject #</u>	<u>Status Date</u>	<u>Responding Party</u>	<u>Judgments</u>	<u>Pleading Party</u>
Counterclaim	Filed	1	10/03/2023	Zhou, May	0	KnowledgeLink Group, Inc (Derivative Defendant)

Events

<u>Date</u>	<u>Session</u>	<u>Location</u>	<u>Type</u>	<u>Event Judge</u>	<u>Result</u>
04/08/2024 11:00 AM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Salinger, Hon. Kenneth W	Rescheduled
09/10/2024 02:30 PM	Business Litigation 2	BOS-10th FL, CR 1017 (SC)	Conference to Review Status	Squires-Lee, Hon. Debra A	
10/31/2024 02:00 PM	Civil J	BOS-13th FL, CR 1309 (SC)	Hearing on Proposed Settlement	Ricciuti, Hon. Michael D	Held as Scheduled

Ticklers

<u>Tickler</u>	<u>Start Date</u>	<u>Due Date</u>	<u>Days Due</u>	<u>Completed Date</u>
Service	06/06/2023	09/05/2023	91	
Answer	06/06/2023	10/04/2023	120	
Rule 12/19/20 Served By	06/06/2023	10/04/2023	120	09/02/2025
Rule 12/19/20 Filed By	06/06/2023	11/03/2023	150	09/02/2025
Rule 12/19/20 Heard By	06/06/2023	12/04/2023	181	09/02/2025
Rule 15 Served By	06/06/2023	07/30/2024	420	09/02/2025
Rule 15 Filed By	06/06/2023	08/29/2024	450	09/02/2025
Rule 15 Heard By	06/06/2023	08/29/2024	450	09/02/2025
Discovery	06/06/2023	05/26/2025	720	09/02/2025
Rule 56 Served By	06/06/2023	06/25/2025	750	09/02/2025
Rule 56 Filed By	06/06/2023	07/25/2025	780	09/02/2025
Final Pre-Trial Conference	06/06/2023	11/24/2025	902	09/02/2025
Judgment	06/06/2023	06/05/2026	1095	09/02/2025

Docket Information

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
06/06/2023	Complaint electronically filed.	1	
06/06/2023	Civil action cover sheet filed.	2	 Image
06/06/2023	Case assigned to: DCM Track A - Average was added on 06/06/2023		Image
10/03/2023	Counterclaim filed.	3	 Image
10/03/2023	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Winwei "christine" Lin		
10/03/2023	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Winwei "christine" Lin		
10/03/2023	Attorney appearance On this date Thomas Christopher Donnelly, Esq. added for Defendant Jianxin "steven" Gao		
10/03/2023	Attorney appearance On this date Nicholas Ramacher, Esq. added for Defendant Jianxin "steven" Gao		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
10/10/2023	Attorney appearance On this date Kevin Thomas Peters, Esq. added for Defendant KnowledgeLink Group, Inc (Derivative Defendant)		
10/10/2023	Attorney appearance On this date Lauren Haskins, Esq. added for Defendant KnowledgeLink Group, Inc (Derivative Defendant)		
10/10/2023	Defendant Winwei "christine" Lin, Jianxin "steven" Gao's Motion to dismiss May Zhou's derivative complaint	4	
10/10/2023	Winwei "christine" Lin, Jianxin "steven" Gao's Memorandum in support of motion to dismiss May Zhou's derivative complaint	5	
10/10/2023	Opposition to motion to dismiss May Zhou's derivative complaint filed by May Zhou	6	
10/10/2023	Reply/Sur-reply Reply in Support of motion to dismiss May Zhou's derivative complaint Applies To: Lin, Winwei "christine" (Defendant); Gao, Jianxin "steven" (Defendant)	7	 
11/03/2023	MEMORANDUM & ORDER: Memorandum and Order on Motion of Xinwei "Christine" Lin and Jianxin "Steve" Gao to Dismiss Derivative Complaint and Motion of May Zhou to Dismiss Counterclaims SO ORDERED (Dated 10/31/2023) See page #8 Judge: Ricciuti, Hon. Michael D Emailed parties 11/2/2023	8	 
12/13/2023	General correspondence regarding This Letter With Paragraph 6 Of Your Scheduling Order Dated September 15, 2023	9	
12/20/2023	May Zhou, Winwei "christine" Lin, Jianxin "steven" Gao, Knowledgelink Group, Inc.'s JointMemorandum presenting arguments on Discovery Issues	10	 
04/08/2024	Event Result:: Conference to Review Status scheduled on: 04/08/2024 11:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding		
04/09/2024	ORDER: Revised Pretrial and Final Trial Schedule See p#189 for full Order. (dated 4/8/2024) Notice sent by email 4/9/2024 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
04/10/2024	ORDER: Orders on Motion for Protective Order, Cross-Motion to extend deadlines, Request to Amend Counterclaims and Contempt Complaint, Discovery Issues See p#190 for full Order. (dated 4/3/2024) Notice sent via email 4/9/2024 Judge: Salinger, Hon. Kenneth W Copied from linked case: 1884CV02607		
04/17/2024	Complaint for contempt filed. Applies To: Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607		
04/22/2024	Event Result:: Jury Waived Trial scheduled on: 04/24/2024 09:00 AM Has been: Rescheduled For the following reason: By Court prior to date Hon. Debra A Squires-Lee, Presiding Copied from linked case: 1884CV02607		
04/22/2024	Event Result:: Conference to Review Status scheduled on: 05/23/2024 02:00 PM Has been: Canceled For the following reason: By Court prior to date Hon. Kenneth W Salinger, Presiding Copied from linked case: 1884CV02607		
04/25/2024	Amended Counterclaim filed.	11	
04/29/2024	Answer to the counterclaim Applies To: Zhou, May (Plaintiff)	12	 

- 04/29/2024 Endorsement on Motion for Protective Order (#183.0): ALLOWED
See separate order.
(Dated: 4/3/24)

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607
- 04/29/2024 Endorsement on Submission of Opposition to motion for a protective order and cross-motion to extend the deadlines in the scheduling order filed by May X Zhou (#185.0): DENIED
The Cross Motion is DENIED. See separate order.
(Dated: 4/3/24)

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607
- 04/29/2024 Received from
Other interested party Xinwei "Christine" Line: Answer to original complaint;
Copied from linked case: 1884CV02736
- 04/29/2024 Received from
Other interested party Jianxin "Steven" Gao: Answer to original complaint;
Copied from linked case: 1884CV02736
- 04/29/2024 Received from
Plaintiff Zhou, May X: Answer to original complaint;
Copied from linked case: 1884CV02607
- 04/29/2024 Answer to amended complaint
Copied from linked case: 1884CV02607
- 04/30/2024 ORDER: Orders on Motion for Protective Order, Cross Motion to Extend Deadlines, Request to Amend Counterclaims and Contempt Complaint, Discovery Issues
(Dated: 4/29/24)

Judge: Salinger, Hon. Kenneth W
Copied from linked case: 1884CV02607
- 05/08/2024 Notice of docket entry received from Appeals Court
Please take note that on May 3, 2024, the following entry was made on the docket of the above-referenced case (2024-J-0271): Petition pursuant to G.L. c. 231, s. 118 filed for May Zhou by Attorney Daniel Edward Rosenfeld.
Copied from linked case: 1884CV02607
- 05/16/2024 Notice of docket entry received from Appeals Court
Please take note that on May 16, 2024, the following entry was made on the docket of the above-referenced case: ORDER RE#1: The plaintiff, May Zhou, has filed a petition pursuant to G. L. c. 231, s. 118, seeking review of a Superior Court judge's discovery order in one of three consolidated cases. The judge concluded that the plaintiff's discovery requests were overbroad and duplicative of prior requests. While the plaintiff argues that the appropriate remedy was to tailor the requests, the judge concluded that the plaintiff already had ample time to do so. It is well-established that "[t]rial judges have 'extensive discretion . . . with respect to both the process of discovery and the admission of evidence.'" *Salten v. Ackerman*, 64 Mass. App. Ct. 868, 875 (2005), quoting *Beaupre v. Cliff Smith & Assocs.*, 50 Mass. App. Ct. 480, 485 (2000). Thus, only in rare cases will a single justice interfere with the broad discretion of a trial judge with respect to matters of discovery. Here, the parties have been litigating this matter since 2018, when the first two cases were filed. The plaintiff filed the third case in June 2023. By then, discovery in the other two cases had closed, and the parties were permitted limited discovery with respect to the third case, none of which was to duplicate prior discovery. In light of this history, I discern no abuse of the judge's broad discretion in his conclusion that the plaintiff already had ample time to tailor her discovery requests. To the extent the plaintiff also argues that she is entitled to discovery on newly amended counterclaims, her petition does not identify any discovery requests specific to the amended counterclaims that would not be duplicative of prior requests. Accordingly, the petition is denied. (Singh, J.) *Notice/attest/Salinger, J.
Copied from linked case: 1884CV02607
- 06/26/2024 Other Interested Party Fitch Law Partners LLP's EMERGENCY Motion to Quash Subpoena of Fitch Law Partners
Copied from linked case: 1884CV02607
- 06/27/2024 Affidavit of Compliance with Superior Court Rule 9A
Copied from linked case: 1884CV02607
- 06/27/2024 Plaintiff May Zhou's Motion to Extend Deadline to Complete Depositions (Unopposed)
Copied from linked case: 1884CV02607
- 06/28/2024 Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), KnowledgeLink Group Inc's Cross Motion to Compel Deposition of Zhou's Trial Witness Fitch Partners LLP
Copied from linked case: 1884CV02607
- 06/28/2024 Opposition to Fitch Partners LLP's emergency Motion to Quash and Memorandum in Support of Cross-Motion to Compel filed by KnowledgeLink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	amended) Copied from linked case: 1884CV02607		
07/02/2024	Other Interested Party Fitch Law Partners LLP's Reply in Support of Its Emergency Motion to Quash Subpoena of Fitch Law Partners Copied from linked case: 1884CV02607		
07/02/2024	Endorsement on Motion to extend deadlines to complete depositions (Unopposed) (#197.0): ALLOWED limited to deposition of Ivy Zhong. (Dated" 7/1/24) (Parties Notified via Email 7/1/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
07/08/2024	Plaintiff, Defendants May Zhou, Winwei "christine" Lin, Jianxin "steven" Gao, KnowledgeLink Group, Inc (Derivative Defendant)'s Response to Joint Status Report	13	
07/08/2024	Plaintiff May X. Zhou's Reservation of Rights RE Dkt. No. 196 Copied from linked case: 1884CV02607		
07/09/2024	Other Interested Party Fitch Law Partners LLP's Motion to Withdraw As Counsel Of Record To May X. Zhou Copied from linked case: 1884CV02607		
07/09/2024	Fitch Law Partners LLP's Memorandum in support of Motion to Withdraw As Counsel Of Record To May X. Zhou Copied from linked case: 1884CV02607		
07/09/2024	Opposition to Motion Of Fitch Law Partners To Withdraw filed by Knowledgelinek Group Inc, Christine Lin (as amended), Jianxin Steven Gao Copied from linked case: 1884CV02607		
07/09/2024	Reply/Sur-reply To Knowledgelinek Group, Inc., Christine Lin, And Steven Gao's Opposition to Motion Of Fitch Law Partners To Withdraw Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/09/2024	Affidavit Of Compliance Copied from linked case: 1884CV02607		
07/09/2024	Certificate Of Notice Of Filing Pursuant To Superior court Rule 9A Copied from linked case: 1884CV02607		
07/09/2024	Superior Court Rule 9A List Of Documents Filed Copied from linked case: 1884CV02607		
07/11/2024	Endorsement on Motion to extend deadlines to complete depositions (Unopposed) (#197.0): ALLOWED limited to deposition of Ivy Zhong dated (7/1/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
07/11/2024	Endorsement on Motion to Withdraw As Counsel Of Record To May X. Zhou (#202.0): ALLOWED after hearing review, allowed. dated (7/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
07/11/2024	Endorsement on Motion to Quash Subpoena of Fitch Law Partners (#196.0): ALLOWED after hearing and review allowed in part KL parties shall submit 10 questions to fitch law partners regarding information relevant to the issue of the demand letter. questions to be submitted by July 24, 2024 and answered under oath by august 7, 2024. dated (7/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
07/11/2024	Endorsement on Motion to Compel Deposition of Zhou's Trial Witness Fitch Partners LLP (#198.0): ALLOWED after hearing allowed in part. see endorsement on paper 196. dated (7/10/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Plaintiff May Zhou		
07/15/2024	Attorney appearance On this date Ryan Cunningham, Esq. dismissed/withdrawn for Plaintiff May Zhou		
07/15/2024	Attorney appearance On this date Ryan Cunningham, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Michele Connolly, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Terrance Devon Lanier, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Plaintiff May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Attorney appearance On this date Kurt S Kusiak, Esq. dismissed/withdrawn for Defendant May Zhou Copied from linked case: 1884CV02736		
07/15/2024	Plaintiff May X Zhou's Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions Copied from linked case: 1884CV02607		
07/15/2024	May X Zhou's Memorandum in support of her Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Opposition to Motion to Compel Supplementation pursuant to Rule 26(E)(3) and Resume Depositions filed by Christine Lin (as amended), Jianxin Steven Gao, Knowledgelink Group Inc Copied from linked case: 1884CV02607		
07/15/2024	Reply/Sur-reply Reply in further support of her Motion to Compel Supplementation and Resume Depositions Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
07/15/2024	Plaintiff May X Zhou's Notice of Filing Copied from linked case: 1884CV02607		
07/15/2024	Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin Copied from linked case: 1884CV02607		
07/15/2024	Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Memorandum in support of Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin Copied from linked case: 1884CV02607		
07/15/2024	Opposition to Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin filed by May X Zhou Copied from linked case: 1884CV02607		
07/15/2024	Affidavit Applies To: Rosenfeld, Esq., Daniel Edward (Attorney) on behalf of Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
07/15/2024	Affidavit of Craig R. Jalbert, CIRA Copied from linked case: 1884CV02607		
07/15/2024	Affidavit of Shaowei Lin Copied from linked case: 1884CV02607		
07/15/2024	Reply/Sur-reply Reply to May Zhou's Opposition to Motion to Exclude Expert Witnesses Applies To: Gao, Jianxin Steven (Defendant); Lin (as amended), Christine (Defendant); KnowledgeLink Group Inc (Defendant) Copied from linked case: 1884CV02607		
07/15/2024	Defendant KnowledgeLink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Notice of Filing and List of Documents Filed pursuant to Superior Court Rule 9A Copied from linked case: 1884CV02607		
08/01/2024	Matter taken under advisement: Hearing on Daubert/Lanigan scheduled on: 08/01/2024 02:00 PM Has been: Held - Under advisement Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/02/2024	General correspondence regarding Orders regarding production of documents Applies To: Zhou, May X (Plaintiff) Copied from linked case: 1884CV02607		
08/05/2024	Endorsement on Motion to exclude expert testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin (#213.0): ALLOWED After hearing, ALLOWED. See Decision and Order of today's date. (Dated 8/5/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/05/2024	ORDER: Decision and Order on KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin The Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowai Lin is ALLOWED. See paper #221 (Dated 8/9/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/05/2024	Endorsement on Motion to compel supplementation pursuant to Rule 26(e)(3) and resume depositions (#206.0): DENIED After hearing and review, DENIED. See Decision and Order of today's date. (Dated 8/9/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/05/2024	ORDER: Decision and Order on May X. Zhou's Motion to Compel Supplementation pursuant to Rule 26(e)(3) and Resume Depositions Plaintiff May X. Zhou's Motion to Compel Supplementation Pursuant to Rule 26(e)(3) and Resume Depositions is DENIED. See paper #222 (Dated 8/9/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/30/2024	Plaintiff May Zhou's Assented to Motion to reschedule status conference Copied from linked case: 1884CV02607		
09/03/2024	Endorsement on Motion to reschedule status conference (#223.0): ALLOWED dated (9/3/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
09/06/2024	Defendant Winwei "christine" Lin, Jianxin "steven" Gao's Motion for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR Copied from linked case: 1884CV02607		

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
09/06/2024	Opposition to motion pursuant to M.R.C.P. 16 and Sup. Ct. R. 20 for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR filed by May Zhou Copied from linked case: 1884CV02607		
09/06/2024	Affidavit of Daniel Rosenfeld Copied from linked case: 1884CV02607		
09/06/2024	Affidavit of Ryan M. Cunningham Copied from linked case: 1884CV02607		
09/06/2024	Reply/Sur-reply Copied from linked case: 1884CV02607 Lin and Gao's Reply in Further Support of their motion for early adjudication of dense concerning no pre-suit demand on SIBR		
09/06/2024	Notice of Filing and List of Documents Filed Pursuant to Superior Court Rule 9A Copied from linked case: 1884CV02607		
09/10/2024	Event Result:: Conference to Review Status scheduled on: 09/10/2024 02:30 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02736		
09/17/2024	Endorsement on Motion for early adjudication of their defense based on Zhou's failure to make a pre-suit demand on CIBR (#224.0): ALLOWED See Decision and Order of today's date. (Dated: 9/16/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
09/17/2024	ORDER: Decision and Order on Lin and Gao's Motion Pursuant to MRCP 16 and Sup. Ct. R. 20 for Early Adjudication of Their Defense Based on Zhou's Failure to Make a Pre-Suit Demand on CIBR (Dated:9/16/24) (Notice Emailed 9/16/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
09/20/2024	Plaintiff May X Zhou's Motion in limine to (I) preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial Copied from linked case: 1884CV02607		
09/20/2024	May X Zhou's Memorandum in support of motion in limine (I) to preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial Copied from linked case: 1884CV02607		
09/20/2024	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
09/20/2024	Affidavit of Kurt Kusiak Copied from linked case: 1884CV02607		
09/20/2024	Opposition to Zhou's Motion in limine (I) to preclude use of partially produced Chinese files, and (II) exclude Anna Ge testifying at trial filed by Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended) Copied from linked case: 1884CV02607		
09/20/2024	Reply/Sur-reply Plaintiff's Reply in further support of motion in limine to (I) preclude use of partially produced Chinese files, and (II) to exclude Anna Ge from testifying at trial Copied from linked case: 1884CV02607		
09/20/2024	Plaintiff May X Zhou's Motion in limine to allow use of confidential documents at trial Copied from linked case: 1884CV02607		
09/20/2024	May X Zhou's Memorandum in support of motion in limine to allow use of confidential documents at trial Copied from linked case: 1884CV02607		
09/20/2024	Opposition to Plaintiff's motion in limine to allow use of confidential documents at trial filed by Knowledgelink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended) Copied from linked case: 1884CV02607		

09/20/2024 Reply/Sur-reply

Plaintiff's Reply in further support of motion in limine to allow use of confidential documents at trial
Copied from linked case: 1884CV02607

09/20/2024 Plaintiff May X Zhou's Motion in limine to
(I) apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order
Copied from linked case: 1884CV02607

09/20/2024 May X Zhou's Memorandum in support of
motion in limine (I) to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of preclusive California order
Copied from linked case: 1884CV02607

09/20/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607

09/20/2024 Opposition to Plaintiff's motion in limine to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order filed by Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc
Copied from linked case: 1884CV02607

09/20/2024 Reply/Sur-reply

Plaintiff's Reply in further support of motion in limine (I) to apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for judicial notice of the preclusive California order
Copied from linked case: 1884CV02607

09/20/2024 Plaintiff May X Zhou's Motion in limine to
preclude the KL Parties from introducing evidence in support of abandoned claims
Copied from linked case: 1884CV02607

09/20/2024 May X Zhou's Memorandum in support of
motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims
Copied from linked case: 1884CV02607

09/20/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607

09/20/2024 Knowledgelink Group Inc, Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Memorandum in
opposition to
Plaintiff's motion in limine to preclude the KL Parties from introducing evidence in support of abandoned
claims
Copied from linked case: 1884CV02607

09/20/2024 Reply/Sur-reply

Plaintiff's Reply in further support of motion in limine to preclude the KL Parties from introducing evidence in
support of abandoned claims
Copied from linked case: 1884CV02607

09/20/2024 Supplemental Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607

09/24/2024 Plaintiff May X Zhou's EMERGENCY Motion for
Requesting Leave To File Supplemental Briefing In Advance Of The Evidentiary Hearing Scheduled For
September 24, 2024
Copied from linked case: 1884CV02607

09/27/2024 Proposed Filings/Orders

Joint Submission Concerning Outstanding Claims
Copied from linked case: 1884CV02607

09/27/2024 MOTION to Intervene as Non-Party / Case Participant filed by Texas Insurance Company
Copied from linked case: 1884CV02607

09/27/2024 Texas Insurance Company's Memorandum In Support Of Its Motion To Intervene
Copied from linked case: 1884CV02607

09/27/2024 Affidavit Of Peter C. Netburn
Copied from linked case: 1884CV02607

09/27/2024 Opposition to Texas Insurance Company's Motion To Intervene filed by Christine Lin (as amended), Jianxin
Steven Gao
Copied from linked case: 1884CV02607

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
09/27/2024	Affidavit Of T. Christopher Donnelly Copied from linked case: 1884CV02607		
09/27/2024	Reply/Sur-reply Texas Insurance Company's Motion to Intervene Reply Copied from linked case: 1884CV02607		
09/27/2024	Second Affidavit Of Peter C. Netburn Copied from linked case: 1884CV02607		
09/27/2024	Rule 9A(B)(2) Notice Of Filing Copied from linked case: 1884CV02607		
09/27/2024	Proposed Filings/Orders Copied from linked case: 1884CV02607		
09/27/2024	Texas Insurance Company's Superior Court Rule 9A(B)(2) List Of Documents Copied from linked case: 1884CV02607		
10/01/2024	[Proposed] Joint Submission Concerning Outstanding Claims Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607		
10/01/2024	Endorsement on Motion for Requesting Leave To File Supplemental Briefing In Advance Of The Evidentiary Hearing Scheduled For September 24, 2024 (#251.0): ALLOWED nunc pro tunc. (dated 9/30/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/01/2024	Findings of Fact and Rulings of Law: Concerning Demand Pursuant to G.L. c. 156D, S 7.42 on Cambridge Institute of Business research, INC. See paper # Order: Wherefore, because May X. Zhou failed to make demand on CIBR as required by G. L. c. 156D, S 7.42 all derivative claims asserted against CIBR are DISMISSED. (Dated 9/30/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/01/2024	Event Result:: Final Trial Conference scheduled on: 10/01/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/01/2024	Event Result:: Final Trial Conference scheduled on: 10/01/2024 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Beatriz E Van Meek, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
10/02/2024	Endorsement on Motion in limine to Preclude Use of Partially Produced Chinese Files, and to Exclude Anna Ge from Testifying at Trial (#230.0): Other action taken Allowed as to Anna Ge who is not going to be called at trial. Denied as to Chinese files. Court will address any claim of spoliation at trial. (dated 10/1/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/02/2024	Endorsement on Motion in limine to allow use of confidential documents at trial (#236.0): ALLOWED with the caveat that all such confidential documents remain subject to the protective order. (dated 10/1/2024) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
10/02/2024	Endorsement on Motion in limine to (I) apply issue preclusion to the prior findings of the California Superior Court, including that Defendant Christine Lin disregarded the corporate form as an alter ego, and (II) for		

judicial notice of the preclusive California order (#240.0): DENIED as to issue preclusion. Court will take judicial notice of the CA judgement. Parties may argue evidentiary value, if any.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to preclude the KL Parties from introducing evidence in support of abandoned claims (#245.0): Reserved for time of trial.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Defendants Jianxin Steven Gao, Xinwei Lin, Knowledgelink Group Inc's Motion to Present Statute of Limitations and Laches Evidence First at Trial
(filed 10/1/2024)
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion to Present Statute of Limitations and Laches Evidence First at Trial (#259.0): Withdrawn in open Court.

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Defendants Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao's Motion in limine to Track Court-Imposed Time Limits with Chess Clocks
(filed 10/1/2024)
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to Track Court-Imposed Time Limits with Chess Clocks (#260.0): DENIED
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Defendants Knowledgelink Group Inc, Xinwei Lin, Jianxin Steven Gao's Motion in limine to Exclude Evidence Concerning Litigation with JDP 21
(filed 10/1/2024)
Copied from linked case: 1884CV02607

10/02/2024 Endorsement on Motion in limine to Exclude Evidence Concerning Litigation with JDP 21 (#261.0): Other action taken
See endorsements on paper 240.
(dated 10/1/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/02/2024 Event Result:: Jury Waived Trial scheduled on:
10/24/2024 09:00 AM
Has been: Not Held For the following reason: By Court prior to date
Hon. Debra A Squires-Lee, Presiding
Staff:
Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/02/2024 Event Result:: Jury Waived Trial scheduled on:
10/25/2024 09:00 AM
Has been: Not Held For the following reason: By Court prior to date
Hon. Debra A Squires-Lee, Presiding
Staff:
Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/02/2024 Event Result:: Final Trial Conference scheduled on:
10/02/2024 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/02/2024 Event Result:: Final Trial Conference scheduled on:
10/02/2024 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding

Staff:

Beatriz E Van Meek, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

10/04/2024 Defendant Knowledgelink Group Inc, Christine Lin (as amended), Jianxin Steven Gao's Motion in Limine relating to the Exclusion of Evidence Zhou failed to Produce in the 2018 actions

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/04/2024 Defendant Christine Lin (as amended), Knowledgelink Group Inc, Jianxin Steven Gao's Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument

RESERVED. Any proposed Testimony must be based on a sufficient foundation. Court will address objections in real time at Trial.
(Dated 10/2/2024) Notice sent via email 10/3/2024

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/04/2024 Opposition to Motion in Limine relating to the Exclusion of Evidence Zhou failed to Produce in the 2018 actions filed by May X Zhou
Copied from linked case: 1884CV02607

10/04/2024 Opposition to Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument filed by May X Zhou
Copied from linked case: 1884CV02607

10/04/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607

10/04/2024 Reply/Sur-reply

Reply in Support of Motion in limine to Exclude May Zhou from Presenting Non-Expert Opinion Testimony or Argument
Copied from linked case: 1884CV02607

10/04/2024 Defendant Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent

RESERVED until time of Trial.
(Dated 10/3/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/04/2024 Opposition to in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent filed by May X Zhou
Copied from linked case: 1884CV02607

10/04/2024 Reply/Sur-reply

Reply in Support of Motion in limine to Exclude Evidence concerning Companies that Zhou does not Purport to Represent
Copied from linked case: 1884CV02607

10/04/2024 Defendant Christine Lin (as amended), Knowledgelink Group Inc's Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use

After hearing DENIED without prejudice. May Zhou shall by October 11, 2024 Supplement answer to interrogatory # 21 as to Lin & Gao's alleged Credit Card use.
(Dated 10/2/2024) Notice sent via email 10/3/2024

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

10/04/2024 Opposition to Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use filed by May X Zhou
Copied from linked case: 1884CV02607

10/04/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607

10/04/2024 Reply/Sur-reply

Reply to Opposition to Motion in limine to Exclude Evidence concerning Lin and Gao's Credit card use
Copied from linked case: 1884CV02607

10/04/2024 Affidavit of Daniel E. Rosenfeld
Copied from linked case: 1884CV02607

- 10/04/2024 Affidavit of May Zhou
Copied from linked case: 1884CV02607
- 10/04/2024 Endorsement on Motion in limine to prohibit Zhou from presenting evidence or testimony concerning the issues raised in Zhou's November 22, 2022 derivative demand letter (#137.0): Reserved
Until time of Trial.
(Dated 10/3/2024) Notice sent via email 10/3/2024

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/07/2024 Event Result:: Final Trial Conference scheduled on:
11/01/2024 02:00 PM
Has been: Not Held For the following reason: By Court prior to date
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 10/07/2024 Event Result:: Final Trial Conference scheduled on:
11/02/2024 02:00 PM
Has been: Not Held For the following reason: By Court prior to date
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 10/08/2024 Defendant Knowledgelink Group, Inc., Winwei "christine" Lin, Jianxin "steven" Gao's EMERGENCY Motion to Strike May Zhou's Exhibit List
Copied from linked case: 1884CV02607
- 10/09/2024 Event Result:: Motion Hearing scheduled on:
10/09/2024 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 10/10/2024 Opposition to To KL Parties' Emergency Motion to Strike May Zhou's Exhibit List filed by May X Zhou
Copied from linked case: 1884CV02607
- 10/11/2024 Endorsement on Motion to Intervene (#253.0): DENIED
After hearing and review, DENIED. See Decision and Order of today's date.
(Dated: 10/9/24) (Notice Sent by Email 10/10/24)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/11/2024 MEMORANDUM & ORDER:

On Non-Party Texas Insurance Company's Motion to Intervene

See Paper no. 274
(Dated:10/9/24) (Notice Sent in Email 10/10/24)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/11/2024 Endorsement on Motion to Strike May Zhou's Exhibit List (#272.0): Other action taken
Allowed in part. Exhibit list is stricken. This case will be tried efficiently. Zhou to provide further updated exhibit list, limited to clearly identified documents (by name or bates number) that she in good faith intends to offer into evidence at trial, by close of business 5:00 pm October 14, 2024. Parties to cooperate on a streamlined agreed upon list of exhibits.
(Dated: 10/10/24) (Notice Sent by Email 10/10/24)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 10/11/2024 Proposed Filings/Orders
Copied from linked case: 1884CV02607

Christine Lin, Steven Gao, and Knowledgelink Group, Inc.'s Proposed Findings of Facts with May Zhou's Responses

10/11/2024	Proposed Filings/Orders Copied from linked case: 1884CV02607 KL Parties' Proposed Conclusions of Law
10/15/2024	Knowledgelink, Lin and Gao's Contested Exhibit List Copied from linked case: 1884CV02607
10/15/2024	Plaintiff May X Zhou's Response to Knowledgelink, Lin and Gao's Proposed Exhibit List Copied from linked case: 1884CV02607
10/15/2024	Plaintiff May X Zhou's Notice in Regards to Inadvertently Stipulated Facts Copied from linked case: 1884CV02607
10/17/2024	Revised Joint Trial Exhibit List Applies To: Zhou, May X (Plaintiff); Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant); Knowledgelink Group Inc (Defendant) Copied from linked case: 1884CV02607
10/18/2024	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages ENDORSEMENT: After review, DENIED for the reasons stated in Paper 159. Evidence of the claims not excludable because of a lack of directly specified damages. If there is no such evidence that will be addressed in Count;s finding. (Dated: 10/16/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
10/18/2024	Opposition to Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages filed by May X Zhou Copied from linked case: 1884CV02607
10/18/2024	Response to in Support of Motion in limine to Exclude Evidence of Claims for Which Zhou did not Disclose Damages filed by Jianzin Steven Gao(as amended), Christine Lin (as amended), Knowledgelink Group Inc Copied from linked case: 1884CV02607
10/21/2024	Objection to Plaintiff's Corrected Second Revised Proposed List of Trial Exhibits filed by May X Zhou Copied from linked case: 1884CV02607
10/21/2024	KnowledgeLink, Lin and Gao's Contested Exhibit List Copied from linked case: 1884CV02607
10/21/2024	Defendants Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s EMERGENCY Motion in limine to Exclude May Zhou's Rule 1006 Exhibits Copied from linked case: 1884CV02607
10/21/2024	Event Result:: Jury Waived Trial scheduled on: 10/21/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/22/2024	Plaintiff, Defendant May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Joint Motion for leave to retain court reporter as official record for trial ENDORSEMENT: Allowed. (Dated 10/21/24) (Notice in hand 10/22/24) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607
10/22/2024	Event Result:: Jury Waived Trial scheduled on: 10/22/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607

10/23/2024	Event Result:: Jury Waived Trial scheduled on: 10/23/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/28/2024	Event Result:: Jury Waived Trial scheduled on: 10/28/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/29/2024	Event Result:: Jury Waived Trial scheduled on: 10/29/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/30/2024	Event Result:: Jury Waived Trial scheduled on: 10/30/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate
10/31/2024	Event Result:: Jury Waived Trial scheduled on: 10/31/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
10/31/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 10/31/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02736
11/01/2024	Affidavit of Jianxin "Steven" Gao Copied from linked case: 1884CV02607
11/08/2024	Event Result:: Settlement Conference scheduled on: 11/08/2024 09:00 AM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607
11/13/2024	Event Result:: Settlement Conference scheduled on: 11/14/2024 09:00 AM Has been: Not Held For the following reason: By Court prior to date Hon. Robert L Ullmann, Presiding Staff:

Brenda Shisslak, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

11/19/2024 Defendant Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's
Motion to
Set a Trial Schedule
Copied from linked case: 1884CV02607

11/22/2024 Event Result:: Conference to Review Status scheduled on:
11/22/2024 10:00 AM
Has been: Held via Video/Phone
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

11/25/2024 Event Result:: Jury Waived Trial scheduled on:
11/25/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

11/26/2024 Event Result:: Jury Waived Trial scheduled on:
11/26/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

11/26/2024 Letter to Court Regarding Trial Schedule from Defendants
Copied from linked case: 1884CV02607

12/02/2024 ORDER: See paper #285 for Full Order.
(dated 11/22/2024)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

12/02/2024 Event Result:: Jury Waived Trial scheduled on:
12/02/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/03/2024 Declaration Of Xinwei "Christine" Lin
Copied from linked case: 1884CV02607

12/03/2024 Event Result:: Jury Waived Trial scheduled on:
12/03/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/04/2024 Event Result:: Jury Waived Trial scheduled on:
12/04/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/05/2024 Event Result:: Jury Waived Trial scheduled on:
12/05/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

12/09/2024 Event Result:: Jury Waived Trial scheduled on:
12/09/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding

- Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/10/2024 Event Result:: Jury Waived Trial scheduled on:
12/10/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/11/2024 Endorsement on Motion in limine to exclude May Zhou's Rule 1006 Exhibits (#280.0): ALLOWED
Allowed for reasons stated on record today.
(dated 12/10/24) Notice in hand 12/10/24

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607
- 12/11/2024 KL Parties Bench Memorandum Regarding Authentication of Foreign Documents
Copied from linked case: 1884CV02607
- 12/11/2024 Event Result:: Jury Waived Trial scheduled on:
12/11/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/12/2024 Event Result:: Jury Waived Trial scheduled on:
12/12/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/13/2024 Bench Memorandum Regarding Admissibility Of The Statements Of A Co-Conspirator
Copied from linked case: 1884CV02607
- 12/13/2024 Bench Memorandum Regarding Mass. G. Evid. S. 801(d)(2) (E) Joint Venturer Hearsay Exception

Applies To: Zhou, May X (Plaintiff)
Copied from linked case: 1884CV02607
- 12/13/2024 Event Result:: Jury Waived Trial scheduled on:
12/13/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/16/2024 Event Result:: Jury Waived Trial scheduled on:
12/16/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/17/2024 Event Result:: Jury Waived Trial scheduled on:
12/17/2024 09:00 AM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607
- 12/17/2024 Knowledgelink Group Inc, Christine Lin (as amended), Jianzin Steven Gao(as amended)'s Memorandum
on Zhou's Untimely Lanigan Motion
Copied from linked case: 1884CV02607
- 12/18/2024 Bench Memorandum Objecting To KL Parties' Expert Reports
(Filed 12/17/24)

Endorsement: After hearing, court will accept the report of Peter Resnick and hear testimony. Court will hear qualifications re Mr. Kipfer and address any motions at that.

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
	dated (12/17/24) Copied from linked case: 1884CV02607		
12/18/2024	Exhibits/Appendix To May Zhou's Bench Memorandum Objecting To KL Parties' Expert Reports Copied from linked case: 1884CV02607		
12/18/2024	Event Result:: Jury Waived Trial scheduled on: 12/18/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
12/18/2024	Event Result:: Hearing on Proposed Settlement scheduled on: 12/18/2024 02:00 PM Has been: Held as Scheduled Hon. Michael D Ricciuti, Presiding Staff: Brenda Shisslak, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
12/19/2024	Event Result:: Jury Waived Trial scheduled on: 12/19/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
12/20/2024	Event Result:: Jury Waived Trial scheduled on: 12/20/2024 09:00 AM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
12/23/2024	Bench Memorandum Copied from linked case: 1884CV02607		
12/23/2024	Defendant Christine Lin (as amended)'s Motion to Dismiss All Claims Of May X. Zhou Pursuant To Mass. R. Civ. P. 41(b)(2) (Second Sentence) Copied from linked case: 1884CV02607		
01/10/2025	Response to KL Parties' Bench Memorandum Regarding Standard of Proof of Damages Where May Zhou Withheld KLIS Documents filed by May X Zhou Copied from linked case: 1884CV02607		
01/10/2025	Matter taken under advisement: Jury Waived Trial scheduled on: 01/10/2025 09:00 AM Has been: Held - Under advisement Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
03/03/2025	Attorney appearance On this date Lauren Haskins, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group, Inc (Derivative Defendant)		
03/03/2025	Attorney withdrawal of appearance electronically filed. Copied from linked case: 1884CV02607		
03/03/2025	Attorney appearance On this date Lauren Haskins, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group Inc Copied from linked case: 1884CV02607		
03/03/2025	Attorney appearance On this date Lauren Haskins, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc Copied from linked case: 1884CV02736		
03/27/2025	Notice of Attorney's Lien of David M. McGlone of Gesmer Updegrove LLP Copied from linked case: 1884CV02607		
03/28/2025	Amended Notice of Attorney's Lien of David M. McGlone of Gesmer Updegrove LLP Copied from linked case: 1884CV02607		

04/10/2025 ORDER: FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER FOR JUDGMENT ORDER:

¿ Case No. 1884CV02607: Judgment shall enter for May X. Zhou and against Xinwei (Christine) Lin and Jianxin (Steven) Gao in the amount of \$2,520,000 (two million, five hundred and twenty thousand dollars) for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and civil conspiracy, and in the amount of \$1,000,000 (one million dollars) for defamation for a total amount of \$3,520,000 (three million, five hundred and twenty thousand dollars). Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall, within sixty days of the date of this Order, reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies⁵⁸ and restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline.

¿ Case No. 1884CV02376: Judgment shall enter for May X. Zhou and against KnowledgeLink Group, Inc.

¿ Case No. 2384CV01294: Judgment shall enter for May X. Zhou, on behalf of KnowledgeLink Group, Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. Within sixty days of the date of entry of this Order, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall provide May X. Zhou a complete forensic financial accounting of Shanghai Nuolin Business Consulting Co. Ltd. from the date of its founding to the present. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline.

¿ Civil Contempt: Judgment shall enter for May X. Zhou on the claim of civil contempt.

Entry of Final Judgments in these consolidated cases shall be stayed for sixty days or until the reports referenced above have been filed whichever occurs sooner.

SO ORDERED. (dated 4/9/25) notice sent by email 4/9/25

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

04/30/2025 Defendants Christine Lin (as amended), Jianxin Steven Gao's EMERGENCY Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO, and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Order Pending Appeal
Copied from linked case: 1884CV02607

04/30/2025 Exhibits/Appendix
Copied from linked case: 1884CV02607

05/06/2025 Opposition to Emergency Motion of Christine Lin and Steven Gao for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Pending Appeal and Plaintiff May X. Zhou's Cross-Motion to Modify the Court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Indep filed by May X Zhou
Copied from linked case: 1884CV02607

05/08/2025 Opposition to Plaintiff May. X. Zhou's Cross-Motion to Modify the court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from their Board of Directors' Positions in KnowledgeLink, CIBR, and All Other Cambridge Network Companies and to Appoint Independent Directors in their Place filed by KnowledgeLink Group, Inc.
Copied from linked case: 1884CV02607

05/08/2025 Event Result:: Motion Hearing scheduled on:
05/08/2025 03:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

05/12/2025 Endorsement on Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. Or (2) Stay of Reinstatement Order Pending Appeal (#298.0): DENIED
After hearing and review, DENIED except that Order will be Amended to give parties additional time in one respect.
(Dated 5/9/2025) Notice sent 5/9/2025

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

05/12/2025 Endorsement on Motion for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of Knowledgelink Group, Inc. or (2) Stay of Reinstatement Pending Appeal and Plaintiff May X. Zhou's Cross-Motion to Modify the Court's Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors' Positions in Knowledgelink, CIBR, and All Other Cambridge Network Companies and to Appoint Indep filed by May X Zhou (#299.0): Other action taken
After Hearing and review, ALLOWED-IN-PART Order will be Amended to require the appointment of two independent directors in addition to Lin, Gao, and Zhou on the Boards.
(Dated 5/9/2025) Notice sent 5/9/2025)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

05/12/2025 ORDER: Findings of Fact, Conclusion of law, and Order for Judgment
Amended and Restated Order for Judgment
See paper #
Entry of Final Judgment in these Consolidated cases shall be stayed for sixty days of the date of this Order.
(Dated 5/9/2025) Notice sent 5/9/2025

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

05/13/2025 Attorney appearance electronically filed.

[Image](#)

05/13/2025 Attorney appearance electronically filed.
Copied from linked case: 1884CV02607

05/13/2025 Attorney appearance electronically filed.
Copied from linked case: 1884CV02736

05/15/2025 Attorney withdrawal electronically filed.
Copied from linked case: 1884CV02607

05/30/2025 Report of Christine Lin and Steven Gao Confirming Their Compliance with Order Directing a Complete Forensic Accounting of Shangahi Nuolin Business Consulting Co. LTD

14

[Image](#)

06/09/2025 Notice of appeal filed.

Applies To: Gao(as amended), Jianzin Steven (Defendant); Lin (as amended), Christine (Defendant)
Copied from linked case: 1884CV02607

06/09/2025 Plaintiff May X Zhou's Motion for
Attachment of Real Estate
Copied from linked case: 1884CV02607

06/09/2025 May X Zhou's Memorandum in support of
Motion for Attachment of Real Estate
Copied from linked case: 1884CV02607

06/09/2025 Affidavit filed by Plaintiff May X Zhou in support of
Motion for Attachment of Real Estate
Copied from linked case: 1884CV02607

06/09/2025 Defendants Christine Lin (as amended), Jianxin Steven Gao's Response to
Plaintiff's Motion for Attachment of Real Estate
Copied from linked case: 1884CV02607

06/09/2025 Plaintiff May X Zhou's Reply in
Further Support of Her Motion for Attachment of Real Estate
Copied from linked case: 1884CV02607

06/09/2025 Plaintiff May X Zhou's Notice of
Filing and List of Documents
Copied from linked case: 1884CV02607

06/10/2025 Notice of docket entry received from Appeals Court
Please take note that on June 9, 2025, the above referenced matter (2025-J-0423) has been entered on the single justice docket of the Appeals Court.
Copied from linked case: 1884CV02607

06/13/2025 Endorsement on Motion for attachment of real estate (#303.0): ALLOWED
Allowed. Writ of attachment to issue in the amount of \$1,584,000 (one million, five hundred eighty-four thousand dollars) on the real property known as and numbered 35 Preston Road, Lexington Mass. in favor of May X. Zhou. Parties are free to enter any agreement, including an escrow agreement, thereafter seek dissolution if appropriate.
(Dated 6/11/25)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

07/02/2025 Plaintiff May X Zhou's EMERGENCY Motion to Make Additional Findings or Stay Entry of Final Judgment
Copied from linked case: 1884CV02607

07/02/2025 May X Zhou's Memorandum in support of Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment
Copied from linked case: 1884CV02607

07/02/2025 Affidavit of Jimmy S. Pappas
Copied from linked case: 1884CV02607

07/03/2025 Notice of Christine Lin and Steven Gao Stating Intention to Oppose Plaintiff's July 2, 2025 "Emergency" Motion, and Request for Briefing Schedule
Copied from linked case: 1884CV02607

07/07/2025 Attorney appearance electronically filed.
Copied from linked case: 1884CV02736

07/07/2025 Exhibits/Appendix
Copied from linked case: 1884CV02607

07/07/2025 Notice of docket entry received from Appeals Court
Please take note that on July 7, 2025, the following entry was made on the docket of the above-referenced case: RE#1: The defendants Christin Lin and Steven Gao have filed a petition pursuant to G.L. c. 231, s. 118, first par., requesting review of the 5/9/25 Suffolk Superior Court order to "reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink [Group, Ind. (KL)] with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and examination of comparable salaries for similar companies." On 4/10/25, judgment entered and on 5/12/25, amended judgment entered. As final judgment has entered, relief under the first paragraph of G.L. c. 231, s. 118, is not available. See Gibbs Ford, Inc. v. United Truck Leasing Corp., 399 Mass. 8, 10 (1987) ("if a final judgment has been entered . . . relief under the first paragraph of G.L. c. 231, s. 118, is not available"). Accordingly, the petition portion of this filing is dismissed. In the alternative the defendants request a stay pending appeal. The authority of the single justice to order a stay pending appeal is limited. In a civil case, "[a]n appellant seeking a stay pending appeal must ordinarily meet four tests: (1) the likelihood of appellant's success on the merits; (2) the likelihood of irreparable harm to appellant if the court denies the stay; (3) the absence of substantial harm to other parties if the stay issues; and (4) the absence of harm to the public interest from granting the stay." Property Acquisition Group, LLC v. Ivester, 95 Mass. App. Ct. 170, 180 (2019), quoting C.E. v. J.E., 472 Mass. 1016, 1017 (2015). After careful review of the defendants' filings and the plaintiff's response, I conclude that the defendants have not demonstrated a likelihood of success on the merits of their appeal. Accordingly, the alternative request for a stay pending appeal is denied. (Brennan, J.) *Notice/attest/Squires-Lee, J.
Copied from linked case: 1884CV02607

07/08/2025 Event Result:: Conference to Review Status scheduled on:
07/08/2025 02:00 PM
Has been: Held as Scheduled
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

07/09/2025 ORDER: Procedural Order in Case Number 1884CV02607 and 2384CV1294
See p# for complete Order.
(dated 7/19/25)

Judge: Squires-Lee, Hon. Debra A
Copied from linked case: 1884CV02607

07/09/2025 Court received Copy of Notice of Assembly of the Record from the Appeals Court related to appeal
The parties are hereby notified that the RECORD IS FULLY ASSEMBLED in the subject case in accordance with the Massachusetts Rules of Appellate Procedure (Mass.R.A.P Rule 9).
Your attention is directed to the requirements of Mass.R.A.P. 10.
Copied from linked case: 1884CV02607

07/09/2025 Notice of docket entry received from Appeals Court
Please take note that, with respect to the Motion Concerning Petition for Relief filed for Xinwei Christine Lin (as amended) and Jianxin Steven Gao (as amended) by Attorney Nicholas Ramacher. (Paper #10), on July 9, 2025, the following order was entered on the docket of the above-referenced case: RE#10: No action needed. See 7/7/25 order RE#1. *Notice.
Copied from linked case: 1884CV02607

07/10/2025 Notice of docket entry received from Appeals Court
Please take note that, with respect to the Motion Concerning Petition for Relief filed for Xinwei Christine Lin (as amended) and Jianxin Steven Gao (as amended) by Attorney Nicholas Ramacher. (Paper #10), on July 9, 2025, the following order was entered on the docket of the above-referenced case: RE#10: No action needed. See 7/7/25 order RE#1. *Notice.
Copied from linked case: 1884CV02607

- 07/10/2025 Notice of docket entry received from Appeals Court
Please take note that, with respect to the Motion Concerning Petition for Relief filed for Xinwei Christine Lin (as amended) and Jianxin Steven Gao (as amended) by Attorney Nicholas Ramacher. (Paper #10), on July 9, 2025, the following order was entered on the docket of the above-referenced case (2025-J-0423): RE#10: No action needed. See 7/7/25 order RE#1. *Notice.
Copied from linked case: 1884CV02607
- 07/10/2025 Docket Note: Copies received of Defendants-Appellants Xinwei "Christine" Lin and Jianxin "Steven" Gao's Emergency Motion to Stay and Expedite Appeal and the Memorandum in Support filed with the Appeals Court
Copied from linked case: 1884CV02607
- 07/11/2025 Notice of Entry of appeal received from the Appeals Court
In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case was entered in this Court on July 9, 2025
Copied from linked case: 1884CV02607
- 07/18/2025 Notice of docket entry received from Appeals Court
Please take note that on July 18, 2025, the following entry was made on the docket of the above-referenced case: ORDER: The defendants have appealed from the order of a different single justice entered on 7/7/25 (see 2025-J-0423). In the order, the single justice dismissed the "petition portion" of the defendants' filing -- i.e., the portion that sought interlocutory relief under G. L. c. 231, § 118, first par. -- concluding that such relief was not available because final judgment had entered. The single justice then denied the portion of the defendants' filing that sought a stay pending appeal, concluding that they failed to demonstrate a likelihood of success on the merits. After this appeal from the single justice's order was entered, the defendants filed an emergency motion to stay and to expedite the appeal and, at my request, a status report. In both documents, the defendants state that the single justice erred by dismissing the "petition portion" of their filing because final judgment had not entered. The Superior Court docket and the Superior Court judge's order of 7/9/25 confirm that final judgment still has not entered. Thus, it appears that the defendants' filing before the single justice is properly construed as a petition for interlocutory relief under G. L. c. 231, § 118, first par. Although the defendants assert in their status report that "Section 118 provides an appropriate jurisdictional basis for the Court to enter a stay of the reinstatement order pending entry of final judgment," that is incorrect. There is no right to appeal a single justice's denial of a petition brought under G.L. c. 231, § 118, first par. See *McMenimen v. Passatempo*, 452 Mass. 178, 189-90 (2008). Accordingly, on or before 7/24/25, the defendants shall file a memorandum not exceeding five pages, showing cause how jurisdiction over this appeal is proper; the plaintiff may file a memorandum not exceeding five pages by the same date. See *Rental Property Management Services v. Hatcher*, 479 Mass. 542, 547 (2018), quoting *HSBC Bank USA, N.A. v. Matt*, 464 Mass. 193, 199 (2013) ("whenever a problem of subject matter jurisdiction becomes apparent to a court, the court has 'both the power and the obligation' to resolve it, 'regardless [of] whether the issue is raised by the parties'"). Alternatively, the parties may file a stipulation of dismissal of this appeal by that date. (Shin, J.) *Notice/attest/Squires-Lee, J.
Copied from linked case: 1884CV02607
- 07/23/2025 Attorney appearance
On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group, Inc (Derivative Defendant)
- 07/23/2025 Attorney appearance electronically filed.
Copied from linked case: 1884CV02607
- 07/23/2025 Attorney appearance
On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Defendant KnowledgeLink Group Inc
Copied from linked case: 1884CV02607
- 07/23/2025 Attorney appearance
On this date Kevin Thomas Peters, Esq. dismissed/withdrawn for Plaintiff KnowledgeLink Group Inc
Copied from linked case: 1884CV02736
- 07/28/2025 Transcript of 10/1/24 and 10/2/24 received from transcriber Barbara Reardon (via email)
Copied from linked case: 1884CV02607
- 07/31/2025 Defendants Winwei "christine" Lin, Jianxin "steven" Gao's Motion to Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest

Copied from linked case: 1884CV02607
- 07/31/2025 Exhibits/Appendix
Copied from linked case: 1884CV02607

Christine Lin and Steven Gao's Index of Exhibits in Support of Motion Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest
- 07/31/2025 Opposition to Motion Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest filed by May Zhou
Copied from linked case: 1884CV02607
- 07/31/2025 Reply/Sur-reply
Copied from linked case: 1884CV02607

Reply Memorandum of Christine Lin and Steven Gao Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest

07/31/2025 Defendants Winwei "christine" Lin, Jianxin "steven" Gao's Notice of Filing Pursuant to Superior Court Rules 9A (b)(iii) and 58
Copied from linked case: 1884CV02607

07/31/2025 Defendants Winwei "christine" Lin, Jianxin "steven" Gao's Notice of Certifying Delivery of Transcripts for Appeal Pursuant to Mass. Gen. Laws Ch. 231§118 (second paragraph)
Copied from linked case: 1884CV02607

08/01/2025 Event Result:: Conference to Review Status scheduled on:
08/01/2025 10:00 AM
Has been: Held via Video/Phone
Hon. Debra A Squires-Lee, Presiding
Staff:
Erin Coronado, Assistant Clerk Magistrate
Copied from linked case: 1884CV02607

08/04/2025 Exhibits/Appendix
Copied from linked case: 1884CV02736

08/04/2025 Plaintiff KnowledgeLink Group, Inc.'s Certificate in Regards to Transcript Orders
Copied from linked case: 1884CV02736

08/07/2025 Party(s) file Stipulation
Concerning Special Master to Recommend Independent Directors
Copied from linked case: 1884CV02607
Applies To: Zhou, May (Plaintiff); Lin, Winwei "christine" (Defendant); Gao, Jianxin "steven" (Defendant)

08/08/2025 Transcript of 12/23/23 8/1/24 & 10/9/24 received from transcriber Barbara Reardon (via email)
Copied from linked case: 1884CV02607

08/11/2025 Transcript of 10/21/24 10/22/24 10/23/24 10/28/24 10/29/24 10/30/24 10/31/24 11/25/24 11/26/24 12/2/24 12/3/24 12/4/24 12/5/24 12/9/24 12/10/24 12/11/24 12/12/24 12/13/24 12/16/24 12/17/24 12/18/24 12/19/24 12/20/24 1/10/25 5/8/25 7/8/25 received (via email)
Copied from linked case: 1884CV02607

08/11/2025 Notice of docket entry received from Appeals Court
Please take note that, with respect to the Emergency Motion to Stay and Expedite Appeal filed for Jianxin "Steven" Gao and Xinwei "Christine" Lin by Attorney Kevin Martin. (Paper #3), on July 29, 2025, the following entry was made on the docket (2025-P-0844): RE#3 The defendants' request to expedite the appeal is allowed, and the defendants' motion to stay is referred to the panel designated to decide this appeal. See Order entered this date. (Shin, J.) *Notice/attest/Squires-Lee, J. (Received 7/29/25)
Copied from linked case: 1884CV02607

08/11/2025 Notice of docket entry received from Appeals Court
Please take note that on July 29, 2025, the following entry was made on the docket of the above-referenced case: ORDER: On 07/18/2025, I ordered the defendants to submit a memorandum showing cause how jurisdiction over this appeal is proper, and I granted the plaintiff leave to file a memorandum in response. After review of the parties' submissions (RE##15 &16), and without expressing any view on the propriety of the appeal, I will permit the appeal to proceed on the limited issue of whether the single justice in 25-J-423 abused his discretion in denying the defendants' motion to stay pending appeal the reinstatement injunction that entered in the Superior Court on 05/12/2025. See Mass. R. A. P. 6(i). Although the defendants do not identify a pending appeal, which is a prerequisite for a stay to enter under Mass. R. A. P. 6, the Superior Court docket reflects that the defendants filed a notice of appeal on 06/09/2025 from the reinstatement injunction pursuant to G. L. c. 231, § 118, 2nd par. I likewise express no view on the propriety of that appeal. For current purposes, it suffices to note that that appeal remains pending and arguably gave the single justice the authority to rule on a motion under Mass. R. A. P. 6. The defendants have also moved to stay the reinstatement injunction pending their appeal from the single justice's order and to expedite the appeal. Mass. R. A. P. 6 does not provide for or contemplate the filing of a further motion to stay that may be acted on by a single justice. The defendants' motion to stay must be decided by a panel when assigned. After consideration, I will allow the defendants' request to expedite the appeal. The defendants shall file their brief and appendix by 08/18/2025, and the plaintiff shall file her responsive brief by 09/08/2025. The defendants may file a reply brief on or before 09/15/2025. These deadlines will not be enlarged. The parties should anticipate that the appeal will proceed to oral argument in October. (Shin, J.) *Notice/attest/Squires-Lee, J.
Copied from linked case: 1884CV02607

08/13/2025 ORDER: Order Concerning Special Master to Recommend Independent Directors
Judge: Barry-Smith, Hon. Christopher K
Copied from linked case: 1884CV02607

08/15/2025 Affidavit
Copied from linked case: 1884CV02607

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
08/15/2025	Opposition to Plaintiff's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment filed by Christine Lin (as amended), Jianzin Steven Gao(as amended) Copied from linked case: 1884CV02607		
08/15/2025	Jianzin Steven Gao(as amended), Christine Lin (as amended)'s Appendix of Exhibits in Support of Opposition Copied from linked case: 1884CV02607		
08/15/2025	Plaintiff May X Zhou's Reply in Further Support of Her Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment Copied from linked case: 1884CV02607		
08/15/2025	Affidavit of Jimmy S. Pappas (Supplemental) Copied from linked case: 1884CV02607		
08/15/2025	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
08/15/2025	Affidavit of May X. Zhou Copied from linked case: 1884CV02607		
08/15/2025	Plaintiff May X Zhou's Notice of Filing and List of Documents Copied from linked case: 1884CV02607		
08/15/2025	Plaintiff May X Zhou's Motion for Attachment of Real Estate (Second) Copied from linked case: 1884CV02607		
08/15/2025	May X Zhou's Memorandum in support of Motion for Attachment of Real Estate (Second) Copied from linked case: 1884CV02607		
08/15/2025	Affidavit of Daniel E. Rosenfeld Copied from linked case: 1884CV02607		
08/15/2025	Opposition to Second Motion for Attachment of Real Estate filed by Christine Lin (as amended), Jianzin Steven Gao(as amended) Copied from linked case: 1884CV02607		
08/15/2025	Plaintiff May X Zhou's Reply in Further Support of Her Second Motion for Attachment of Real Estate Copied from linked case: 1884CV02607		
08/19/2025	Event Result:: Conference to Review Status scheduled on: 08/19/2025 02:00 PM Has been: Held as Scheduled Hon. Debra A Squires-Lee, Presiding Staff: Erin Coronado, Assistant Clerk Magistrate Copied from linked case: 1884CV02607		
08/20/2025	Endorsement on Motion to Pursuant to Mass.R.Civ.P.58 Regarding Prejudgment Interest (#321.0): Other action taken Allowed-in-part See Decision and Order of today's date. (dated 8/19/25) Notice sent by email Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/20/2025	ORDER: Decision and Order regarding Prejudgment Interest See p#343 for complete Decision and Order. (dated 8/19/25) Notice sent by email Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/25/2025	Plaintiff, Defendant May X Zhou, Christine Lin (as amended), Jianzin Steven Gao(as amended), Knowledgelink Group Inc's Joint Submission of Status Report Regarding Independent Directors Copied from linked case: 1884CV02607		
08/26/2025	Endorsement on Motion for attachment of Real Estate (second) (#338.0): ALLOWED up to \$1,7000,000.00 (One Million seven Hundred Thousand dollars and no cents) Writ to issued entered 8/23/2025 Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/27/2025	Endorsement on Motion to to make Additional Findings or Stay Entry of Final Judgment (Emergency Motion) (#310.0): DENIED		

After hearing and review Denied. See Decision and Order of today's date. Dated: 8/27/25 Notice sent by email 8/27/25

Judge: Squires-Lee, Hon. Debra A
Applies To: Zhou, May X (Plaintiff)
Copied from linked case: 1884CV02607

08/27/2025	ORDER: DECISION AND ORDER ON PLAINTIFF MAY & ZHOU'S EMERGENCY MOTION TO MAKE ADDITIONAL FINDINGS OR STAY ENTRY OF FINAL JUDGMENT: ORDER - For the foregoing reasons, May X. Zhou's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment is DENIED. Judgment shall enter in Case No. 2384CV01294-BLS2 in favor of May X. Zhou, as shareholder and on behalf of KnowledgeLink Group, Inc. against Xinwei "Christine" Lin and Jianxin "Steven" Gao. SO ORDERED Dated: August 27, 2025 Notice sent by email 8/27/25 (See P#345 for complete decision) Judge: Squires-Lee, Hon. Debra A Copied from linked case: 1884CV02607		
08/28/2025	Appeal: Statement of the Case on Appeal (Cover Sheet). Copied from linked case: 1884CV02607		
08/28/2025	Notice of assembly of record sent to Counsel Copied from linked case: 1884CV02607		
08/28/2025	Notice to Clerk of the Appeals Court of Assembly of Record Copied from linked case: 1884CV02607		
09/02/2025	Judgment. It is ORDERED and ADJUDGED:: Following a Jury Waived Trial and compliance with the Court's Order of 4/10/25 (Squires-Lee, J.), Judgment is entered for May X. Zhou, on behalf of KnowledgeLink Group Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. It is further ordered that May X. Zhou shall take nothing on her claims Entered on docket pursuant to Mass R Civ P 58(a) and notice sent to parties pursuant to Mass R Civ P 77(d)	15	 Image
09/08/2025	Defendants Winwei "christine" Lin, Jianxin "steven" Gao's Notice of Motion	16	 Image
10/06/2025	Defendants Winwei "christine" Lin, Jianxin "steven" Gao's Motion to amend the Court's Findings and Judgement (Combined Rule 52(B) and Rule 59(E))	17	 Image
10/06/2025	Winwei "christine" Lin, Jianxin "steven" Gao's Memorandum in support of Defendant's Combined Rule 52(B) and Rule 59 (E) Motion to Amend the Court's Findings and Judgment	18	 Image
10/06/2025	Declaration of Nicholas Ramacher	19	 Image
10/06/2025	Proposed Filings/Orders		 Image
10/06/2025	Opposition to Defendant's Combined Rule 52(B) and Rule 59 (E) Motion to Amend the Court's Findings and Judgment filed by May Zhou	20	 Image
10/06/2025	Reply/Sur-reply Reply Memorandum in Support of Defendant's Combined Rule 52(B) and Rule 59 (E) Motion to Amend the Court's Findings and Judgment	21	 Image
10/06/2025	Defendants Winwei "christine" Lin, Jianxin "steven" Gao's Request for Hearing	22	 Image
10/06/2025	Notice of Filing Pursuant to Superior Court Rule 9A(b)(2)	23	 Image
12/17/2025	Attorney appearance On this date Daniel Edward Rosenfeld, Esq. dismissed/withdrawn for Plaintiff May Zhou		 Image
01/05/2026	Endorsement on Motion to amend the court's findings and judgment (#17.0): Other action taken See Decision and Order of today's date and Supplemental Findings of Fact and Conclusions of Law in Derivative Action Regarding Statute of Limitations. (Dated 12/30/25) (Notice emailed 1/2/25)		 Image
01/05/2026	ORDER: Supplemental Findings of Fact and Conclusions of Law, in Derivative Action Regarding Statute of Limitations Judgment in this case which entered on September 2, 2025 stands and shall not be amended or set aside. See paper #24 (Dated 12/30/25) (Notice emailed 1/2/26)	24	 Image
01/05/2026	ORDER: Decision and Order on Defendants' Combined Rule 52(B) and Rule 59(E) Motion to Amend the Court's Findings and Judgment For the above stated reasons, and because I agree that additional findings and conclusions are necessary for the proper consideration of any appeal of this matter, this motion is ALLOWED to the extent I will issue same. The motion is DENIED to the extend Defendants seek findings that the derivative claim as to Shanghai Nuolin was time-barred.	25	 Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
	See paper #25 (Dated 12/30/25) (Notice emailed 1/2/26)		
01/09/2026	Defendant Winwei "christine" Lin, Jianxin "steven" Gao's Notice of Appeal	26	 Image
01/09/2026	Notice of appeal filed. (See p#26) Notice sent 1/12/26 Applies To: Lin, Winwei "christine" (Defendant); Gao, Jianxin "steven" (Defendant)		
01/23/2026	Plaintiff May Zhou's Notice of Cross Appeal	27	 Image
01/23/2026	Transcripts of 9/13/18 12/18/19 12/12/23 8/1/24 9/10/24 10/1/24 10/2/24 10/9/24 10/21/24 10/22/24 10/23/24 10/28/24 10/29/24 10/30/24 10/31/24 11/25/24 11/26/24 12/2/24 12/3/24 12/4/24 12/5/24 12/9/24 12/10/24 12/11/24 12/12/24 12/13/24 12/16/24 12/17/24 12/18/24 12/19/24 12/20/24 1/10/25 5/8/25 & 7/8/25 received (via emails and flash drive)		
01/23/2026	Notice of cross appeal filed. (See p#27) Notice sent 1/29/26 Applies To: Zhou, May (Plaintiff)		
01/27/2026	Defendant Winwei "christine" Lin, Jianxin "steven" Gao's Submission of Certification Regarding Transcripts	28	 Image
	all transcripts relevant to their appeal have been delivered to the court		
02/06/2026	Transcript of 2/14/19 8/13/19 10/29/19 11/21/19 12/18/19 2/14/20 8/3/20 9/2/20 9/16/20 10/27/20 12/14/20 2/17/21 3/22/21 7/6/21 7/15/21 7/30/21 10/21/21 8/25/23 8/28/23 8/1/24 9/24/24 8/1/25 8/19/25 received (via email)		
02/06/2026	Plaintiff May Zhou's Submission of Certificate Regarding Transcript Orders	29	 Image
	Transcript of 9/8/23 10/27/23 & 5/24/24 ordered		
03/18/2026	Plaintiff May Zhou's Submission of Certificate Regarding Completed Transcript Orders	30	 Image
04/06/2026	Appeal: Statement of the Case on Appeal (Cover Sheet). Copied from linked case: 1884CV02607		 Image
04/06/2026	Notice of assembly of record sent to Counsel Copied from linked case: 1884CV02607		 Image
04/06/2026	Notice to Clerk of the Appeals Court of Assembly of Record Copied from linked case: 1884CV02607		 Image
04/10/2026	Notice of Entry of appeal received from the Appeals Court In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case (2026-P-0503) was entered in this Court on April 9, 2026. Copied from linked case: 1884CV02607		Image

Linked Cases

<u>Link Group</u>	<u>Case #</u>	<u>File Date</u>	<u>Link Role</u>
1884cv2607	1884CV02607	08/20/2018	Primary Case
1884cv2607	1884CV02736	08/31/2018	Primary Case

Case Disposition

<u>Disposition</u>	<u>Date</u>	<u>Case Judge</u>
Disposed by Court Finding	09/02/2025	

Message

From: Christine (Xinwei) Lin [christine.lin@thecambridgenetwork.com]
Sent: 7/24/2018 3:00:15 PM
To: May Z [mayz.cicbr@gmail.com]; Steven Gao [steven.gao@thecambridgenetwork.com]; jianxin gao [steven6993698@hotmail.com]
Subject: RE: Summary of our meeting on 7/18

Hello May,

I disagree about what you have said, I did everything right and it was not me who violated mutual trust. You never followed the rules and policies of the companies and expected no consequences. I did my best in the past years try to compromise you until this assets transferring things coming up, even that I have patiently talked with you ask you to transfer the ownship back, but you insisted not. And this is all the mass came up. Now our assets and funds are in Zhou Xiangke's possession, I am sure we shall all care about the current assets loss now due to your previous practice in China, with what is going on with Knowledge Link with unsettled transferring of company assets abroad and your involvement with Chongqing Noulun and Zhou Xiangke, I think the best to resolve these matters first.

All the best !
Christine

From: May Z <mayz.cicbr@gmail.com>
Sent: Tuesday, July 24, 2018 1:44 AM
To: Christine (Xinwei) Lin <Christine.Lin@thecambridgenetwork.com>; Steven Gao <Steven.Gao@thecambridgenetwork.com>; jianxin gao <steven6993698@hotmail.com>
Subject: Summary of our meeting on 7/18

Christine,

As my lawyer is checking the status of our negotiation, I put the summary of our meeting on 7/18/18 as below. Please let me know if you have anything that you would like to add on.

- 1) You proposed that you would like to have me back and continue to work with you. As some many things happened and violated our partnership agreement, I did not think that is feasible and asked you to be focus more on the resolution of moving forward.
- 2) Then you proposed that we would sell the entire corporation together. I think that could be a solution but it would take at least one year since we did not even have P&L of past a few years ready. Considering on 8/3/17, the board had decided to prepare the due diligence documents with regard to the possibilities of third-party investment in the future, 11 months later, we still did not have anything ready. Selling the company as a whole, it would not be feasible either at this point.
- 3) After option 2, we talked about option 3 that you would totally buy me out. You gave me the timeline was that Craig would come up the projection of next 2-3 years on Friday 7/20/18, then follow by the lawyer who helped you on the acquisition of Brooks to draft the term sheets. After both of these items are done, we together would sit down with our lawyers to come up the final agreements.
- 4) In order to preserve the value of the companies with the best interesting of both parties, I proposed that the quickest and cleanest way to separate is to offset our shares between Cambridge and KL. So moving forward, you would own 100% of CIIE and I would own 100% of KL and run separately but still could help each other. You agreed to give the controlling power of KL to me but would like to keep the small percentage of ownership of KL (20%). I am open to this proposal, but I would like to see how you could compensate me about these 20% shares. We ended up that you told me that you would think about the compensation and discuss it with Steven and then get back to me.

In the meeting, we both agreed that we would sit down this week to come up with the preliminary agreement with initial terms regardless of which option we decide to move. Please let me know whether it is still the plan and the timeline has not been changed.

Thanks,

May

Trial Exhibit

003

Christine Lin
Exhibit 141

9/24/2020

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

THE SUPERIOR COURT
C.A. No. 18-02607

May X. Zhou	)
Plaintiff,	)
	)
v.	)
	)
Xinwei "Christine" Lin, and	)
Jianxin "Steven" Gao	)
Defendants.	)
	)

COMPLAINT AND JURY DEMAND

This is an action brought by a minority shareholder for breach of fiduciary duties by the majority owners of several closely-held Massachusetts businesses for freezing out the minority shareholder, culminating with the termination of the minority shareholder's employment and her position as director in one of the companies, repeated threats of initiating criminal charges against her and other defamatory statements made to employees of the businesses regarding the minority shareholder, and interference with the minority shareholder's business relationships.

Parties

1. May X. Zhou ("May") is a natural person residing at 29 Bay State Road, Boston, Massachusetts.



2. Upon information and belief, Xinwei "Christine" Lin ("Christine") is a natural person residing at 35 Preston Road, Lexington, Massachusetts.

3. Upon information and belief, Jianxin "Steven" Gao ("Steven") is a natural person residing at 35 Preston Road, Lexington, Massachusetts.

Jurisdiction and Venue

4. This Complaint is brought pursuant to the jurisdiction conferred upon this Court by G.L. c. 212, §§ 3, 4.

5. The Court has personal jurisdiction over the parties to this proceeding under G.L. c. 223A, § 3.

6. Venue is proper pursuant to G.L. c. 223, § 1 because May resides in Suffolk County, Massachusetts.

Facts

7. In late 2008, May first became acquainted with Steven while attending an entrepreneurs' event. At the time, May was working for a non-profit association and had discussions with Steven about her long-term idea to help Chinese individuals come to the United States to pursue educational opportunities.

8. Upon learning about May's idea, Steven suggested that May engage in the "reverse" business by, instead, bringing business from the United States to China. Steven also spoke of his wife Christine's expertise in the field of business incubation.

9. Steven and Christine represented that with Steven's experience running several successful businesses and Christine's pending Master's degree from Harvard University, May could stand to benefit greatly by joining their forces.

10. Steven and Christine offered to enter into business with May for a 40% ownership interest (in favor of May).

11. Subsequent to this initial offer, and a year after their initial meeting at the entrepreneur's event, Christine and Steven offered May a 30% ownership interest in their new business. Christine would own the majority 70% of the business. May accepted the offer of minority ownership.

12. In 2009, Christine and May formed The Cambridge Institute of China Business Research, Inc. ("CICBR"), a Massachusetts close corporation, with the goal of bringing college students from the United States to China for internships. In 2015, CICBR changed its name to The Cambridge Institute of Business Research, Inc. ("CIBR"). As agreed, Christine owned 70% of CIBR and May owned 30%.

13. Christine, as the President of CIBR, managed the finance and residential service departments of the business, and May, as the Chief Operating Officer (COO), managed sales in China, Vietnam, and South Korea as well as the marketing and student recruiting, service, and support in the US.

14. For the next few years, the relationship between Christine and May varied from relatively cordial to heated conflict. There were periodic disagreements regarding

running the business of CIBR, including whether to focus on recruiting more students versus providing excellent quality service to existing students, differences that were often resolved in Christine's favor. Through it all, May continued to lead the China and the US teams, and business took off at a rapid pace in both countries.

15. In late 2012, with the increasing business demands, May invited her husband Jim Zhou ("Jim") to help with certain management responsibilities. Jim had a background in professional training, with over ten years of management experience that would be useful to help scale up the business. May discussed the proposed arrangement with Christine and Steven, who both assented to bringing on Jim first as an independent contractor and subsequently as a contract employee.

16. Jim worked for the business as an independent contractor for a couple of months when, in February 2013, he was asked to sign a non-competition agreement or risk termination of his contract. Jim refused to enter into a restrictive agreement without a full employment package.

17. In March 2013, Jim's responsibilities were terminated on account of his refusal to sign the non-competition agreement. May did not agree to this course of action, but as minority shareholder, she was out-voted by Christine. At the time of his termination, Jim was owed earned compensation, which funds were not paid to him upon termination.

18. In light of the disagreement between Christine and May regarding Jim's termination, and as an incentive to forego Jim's claim to the unpaid earnings, Christine and Steven accepted May's proposal that, in addition to her duties as COO of CIBR, May would form and operate a new Massachusetts company, KnowledgeLink Group, Inc. ("KnowledgeLink"), without interference from Christine and Steven. Christine and Steven, on the other hand, would operate CIBR and a parallel set of companies that ultimately came to be known as "the Cambridge Network." In addition, May would continue as the COO of the Cambridge Network.

19. In consideration of the fact that May would expend an exceptional amount of her time and effort in running the newly-formed KnowledgeLink, in addition to her responsibilities as COO of CIBR, Christine and Steven agreed that May would receive a greater share of the profits from KnowledgeLink (when it began to turn a profit).

20. Between 2009 and 2015, as the various facets and needs of their combined businesses grew, Christine and May formed several additional Massachusetts entities, including:

- a. The Green Planet, Inc. ("GP");
- b. The Cambridge Institute of International Education Corp. ("CIIE");
- c. Barstow Education Association, Inc. ("Barstow");
- d. The Cambridge Institute Dormitory 100 LLC ("100 LLC");

- e. CambridgeStar Investment, Inc. ("CambridgeStar");
- f. Sino-US Education Development Association, Inc. ("Sino-US");
- g. Cambridge Educational Housing 400 LLC ("Dorm 400");
- h. Perfect Academic Consulting, Co. ("Perfect"); and
- i. Student BNB, Inc. ("BNB").

21. In each of the aforementioned entities, Christine held the majority 70% ownership interest, while May held the remaining 30% interest.

22. Christine and May likewise set up related businesses in other states, including:

- a. The Cambridge Institute of International Education of California ("CIE-CA");
- b. Cambridge Educational Housing 200 LLC ("Dorm 200") in California;
- c. Cambridge Educational Housing 201 LLC ("Dorm 201") in California;
- d. Cambridge Educational Housing 202 LLC ("Dorm 202") in California;
- e. Cambridge Educational Housing 300 LLC ("Dorm 300") in Maryland; and
- f. Brooks Institute Holding LLC ("Brooks") in California.

23. Again, in each of the out-of-state entities, Christine owned a 70% majority interest, while May held the remaining 30% share.

24. "The Cambridge Network" now comprised CIBR, CIE, 100 LLC, CambridgeStar, Dorm 400, CIE-CA, Dorm 200, Dorm 201, Dorm 202, and Dorm 300.

25. For the two years between 2013 and 2015, May worked long hours building up the business and client base of both KnowledgeLink and the Cambridge Network, including making numerous business trips to China, some of which were for several weeks at a time.

26. For the most part, Christine and Steven did not interfere with May's day-to-day responsibilities in operating KnowledgeLink. Instead, they continued their efforts to "scale up" the business of the Cambridge Network, along with assistance from May who carried out her responsibilities as COO of the Cambridge Network.

27. In May 2016, after May raised concerns with Christine that the continued discord between them was causing the business of the Cambridge Network to suffer and her (May's) reputation to be ruined in the US-China education market, Christine abruptly announced that May had stepped down from her position as COO of the Cambridge Network and Teddy Xiong (a friend and former classmate of Christine's) would take over May's responsibilities.

28. Despite the announcement, May continued to balance her tasks to generate business for both KnowledgeLink and the Cambridge Network until, in September 2016, Christine demanded that May communicate to the employees of the Cambridge Network that she consented to the transition of responsibilities to Teddy. May refused.

29. Instead, May decided to focus all time, energy, and resources into building KnowledgeLink's business, which saw a significant increase in revenue over the next two years.

30. Later in 2017, after repeated requests by May, Christine promised that May's salary would be fairly increased, but Christine failed to do so.

31. On October 3, 2017, with extremely short notice to May, a special board meeting was noticed for KnowledgeLink as part of a concurrent special meeting of the boards of directors of all the entities owned by Christine and May. May could not attend the special meeting at such short notice but Christine and Steven went ahead anyway. Upon information and belief, in May's absence, Christine – as KnowledgeLink's purported President, for which there had been no election – purported to terminate May as President of KnowledgeLink and appoint Steven as Chairman of KnowledgeLink. Indeed, Steven was purportedly also appointed Chairman of the boards of entities for which he had not yet been elected a director.

32. Upon information and belief, at this October 3, 2017 special meeting, it was also decided that Christine's 70% interest in KnowledgeLink was to be split equally between Christine and her husband Steven.

33. On October 10, 2017, at an unannounced telephonic shareholders' meeting that Christine conferenced May into, Christine demanded that May ratify the board's

actions from the immediately-preceding board meeting. May refused. Christine then proceeded to purportedly transfer half of her shares in KnowledgeLink to Steven.

34. On or around February 26, 2018, without May's knowledge, Christine caused KnowledgeLink to file with the Massachusetts Secretary of the Commonwealth an annual report that reflected KnowledgeLink's purported new officers and directors. Significantly, May was no longer listed as the President; instead, Christine was listed as the purported President of KnowledgeLink and Steven was listed as a purported director. May's position as treasurer of KnowledgeLink was also purportedly eliminated in favor of Christine.

35. For several months thereafter, May remained without knowledge of such a filing and continued to carry out her job responsibilities as President, including signing contracts on behalf of, and binding, KnowledgeLink. Indeed, Christine and Steven were both well aware of May's activities but did not demand that she stop entering into contracts on behalf of KnowledgeLink or that she stop holding herself out as its President.

36. In May 2018, at a meeting of the KnowledgeLink board of directors, Christine moved to "confirm the hierarchy" of KnowledgeLink such that May – who purportedly was no longer the President – would nonetheless report to Steven (the purported Chairman of the board) concerning the operations and finances of KnowledgeLink in China. Seconded by Steven, that motion passed.

37. Christine and Steven also instructed May to direct a transfer of assets from KnowledgeLink's Chinese proxy to Shanghai Tohei, an entity owned and operated by friends of theirs. May refused to do so.

38. At a June 8, 2018 meeting, for the first time, Christine advised May that she was not the President of KnowledgeLink. Christine's statement was at odds with the fact that May had continued to sign contracts for, and bind, KnowledgeLink for the entirety of the first half of 2018 -- with Christine's and Steven's full knowledge and tacit approval.

39. At the meeting, Christine verbally offered May the position of COO of KnowledgeLink (a demotion similar to the one May was forced into with the Cambridge Network in 2016) conditioned upon her signing a non-competition agreement in favor of KnowledgeLink. Prior to that time period, May did not have a restrictive covenant with KnowledgeLink. Inexplicably, the demotion to COO came with a salary increase of \$25,000. May refused to sign the non-competition agreement.

40. On June 11, 2018, Christine emailed employees of KnowledgeLink and the Cambridge Network in the United States and China that Steven, the "cofounder of all entities" would serve as Chairman of the board for KnowledgeLink and the Cambridge Network, Christine would serve as President and CEO of both, and May would serve as COO of KnowledgeLink and report to Christine. Approximately two hours after that email, Christine caused KnowledgeLink to offer May the position of COO contingent on

May's entry into a nondisclosure, noncompetition, and nonsolicitation agreement, and her accepting the demotion.

41. May responded to the offer by reminding Christine that she (Christine) had agreed in 2013 to permit May the freedom to operate and grow the business of KnowledgeLink without interference from Christine or her husband Steven, and that removing May from her position as President of KnowledgeLink and demoting her to COO without her knowledge and consent was a breach of Christine's fiduciary duties to May. May demanded that she be treated fairly and requested that the parties go their separate ways in an equitable manner.

42. On July 10, 2018, just weeks after offering May a \$25,000 raise, Christine caused KnowledgeLink to terminate May's employment purportedly "for cause." The termination letter alleged that May engaged in certain misconduct related to the protection of KnowledgeLink's assets in China, but at the same time offered her approximately one year's worth of salary in exchange for releases. Remarkably, despite terminating May's employment purportedly "for cause," Christine demanded that May – who was no longer employed by KnowledgeLink – travel with her to China to conduct company business, while at the same time threatening May with criminal and civil consequences for her supposed theft of KnowledgeLink's assets.

43. The next day, on July 11, 2018, Christine emailed KnowledgeLink's employees in the United States and China announcing that "After considering the

position of Chief Operating Officer, May Zhou has decided to move in a different direction." This announcement was, however, flatly contradicted by the events of the earlier day where May's employment was terminated "for cause."

44. On or about July 13, 2018, Christine made a written demand that May go to China to "clean her mess" and threatened to put May in jail if she refused.

45. On July 21, 2018, Christine emailed May, with copies to at least three individuals, claiming that she was investigating May's involvement with KnowledgeLink's Vice President of operations in both the United States and China and that "any conspiracy will be found out." Christine further threatened, "I promise you that if KL business is hurt you will sincerely regret and will be hold (sic) accountable for and bear the cost."

46. In fact, there was – and is – no such conspiracy between May and any other individual, much less one that was directed at hurting KnowledgeLink's business.

47. On July 24, 2018, Christine and Steven wrote a defamatory letter to KnowledgeLink's partners stating that, "May Zhou, the former head of the KnowledgeLink Group based in Waltham MA USA, was suspected of privately transferring the assets of the company and was currently dismissed by the board of directors of KnowledgeLink Group." Christine and Steven continued, claiming that, "In the audits of the US headquarters and China, we found that the ownership of [KnowledgeLink's Chinese proxy], which was registered solely by the US

KnowledgeLink Group, were transferred without the approval of the board of directors.” These statements were – and remain – completely false.

48. On that same day, Christine and Steven wrote a similar defamatory letter in Chinese to KnowledgeLink’s partners stating that, “In the audits of the US headquarters and China, we found that the shareholders of [KnowledgeLink’s Chinese proxy], which was solely funded by KL International Education Group, were changed without the approval of the board of directors. At present, the US headquarters has initiated legal procedures to thoroughly investigate the matter, because this incident may evolve into a criminal case involving illegal transfer of funds, assets and economic fraud.” These states were – and remain – completely false.

49. Shortly thereafter, May was advised by an employee of KnowledgeLink’s Chinese proxy that a headmaster and an academic dean of a Chinese partner program of KnowledgeLink received the July 24, 2018 letter from Christine and Steven and inquired about May’s purported embezzlement from KnowledgeLink. Upon information and belief, the headmaster and academic dean also received additional communications from Christine and/or Steven conveying false accusations against May.

50. Indeed, some Chinese partners of KnowledgeLink who knew May through her work on various Chinese programs, but had not communicated with May in several years, received the July 24, 2018 letter and began calling around to ask about the false rumors spread by Christine and Steven.

51. In fact there was no misconduct at all, much less “cause” for terminating May’s employment. Because of Chinese law regarding ownership of assets in China, KnowledgeLink was forced to restructure the ownership of its assets in China through a Chinese proxy company – actions that Christine approved and was fully aware of for several months. Indeed, this restructuring was quite similar to – if not identical – the manner in which Christine had managed the Chinese assets of the Cambridge Network through its own Chinese proxy companies.

52. Since purportedly terminating May’s employment with KnowledgeLink, Christine sent several written communications to employees of KnowledgeLink in the United States and China falsely accusing May of conspiring with certain individuals in China to take actions to hurt KnowledgeLink’s business. May repeatedly denied Christine’s accusations as untruthful and belied by the many written emails and letters that May has provided Christine over the years.

53. Upon information and belief, Christine has – on several occasions – also warned former senior managers of KnowledgeLink against communicating with May, stating that May is under criminal and civil investigation.

54. On July 27, 2018, Christine emailed May, with a copy to KnowledgeLink’s corporate counsel, claiming that May was downloading “contents from [KnowledgeLink’s] sociology related contents,” that Christine had “preserved screen

shots of your activity," which "evidence will speak of (sic) volumes at the court and will have consequences against you."

55. Two hours later, Christine again emailed May, with a copy to corporate counsel, claiming that KnowledgeLink's China employees had evidence that May was actively involved in a conspiracy with the legal representative of KnowledgeLink's Chinese proxy to undo Christine's efforts to preserve KnowledgeLink's value.

56. These July 27th statements by Christine were completely false.

57. On July 28, 2018, Christine emailed the headmaster of a preparatory school program in Kansas City, Missouri, which school has a relationship with KnowledgeLink, copying at least three individuals, including KnowledgeLink's corporate counsel, and claiming that "evidences (sic) show that May and Frank Zhou have built competitive business and is (sic) utilizing KL resources to compete with KL. KL will take all legal actions against any activities (sic) might danger its interest..." Christine's statements are false: May did not build a competitive business, much less utilize KnowledgeLink's resource to compete with the company or do so with an employee of KnowledgeLink's Chinese proxy.

58. The very next day, on July 29, 2018, in an email titled "for your eyes only," Christine again told the headmaster, "I ... will continuously urge you to listen to my demand about May Zhou and Frank Zhou, KL is in the process of filing a criminal case

for illegally transferring company assets and positional theft. If May did offer you something lucrative, do not take it, it is not right and not real.”

59. On July 31, 2018, despite having already terminated May’s employment and despite volleying false accusations of theft and conspiracy against May, Christine inexplicably demanded that because May is a “hired professional for the purpose of developing the business” she should continue to assist with KnowledgeLink’s Chinese proxy.

60. On that same day, in an effort to carry out her fiduciary duties and determine the value of her shares in the various jointly-held Massachusetts entities, May served numerous demands for corporate documents pursuant to G.L. 156D, §§ 16.02 and 16.05 on then-outside counsel for the various entities.

61. Despite Christine’s ongoing defamatory acts against May and despite May no longer being employed by KnowledgeLink, May patiently responded to a litany of inquiries from Christine (through counsel) regarding the operations of KnowledgeLink in the United States and China. Not satisfied by May’s clear and honest responses, Christine has continued her campaign against May, publishing additional defamatory statements to employees in the United States and China. Each one of these statements by Christine, as before, was and remains patently false.

62. On August 1, 2018, in an email, Christine falsely accused May of “showing up” at company-wide meetings for KnowledgeLink’s Chinese proxy, claiming she

(Christine) had screen shots showing May was “the power behind the scene,” which screen shots “can be used in later criminal lawsuit against [May],” and warning that if May continued, she would “see the consequences.” The email was sent to May, Steven, corporate counsel for KnowledgeLink, and undersigned counsel. Again, May denied all the allegations, confirmed that she did not attend or show up at any meeting for KnowledgeLink’s Chinese proxy, and that she did not have control over the Chinese proxy.

63. In the midst of threats of criminal proceedings, Christine and Steven demanded at an August 3, 2018 board meeting for KnowledgeLink that May “review and validate the 2016 tax returns for KnowledgeLink” despite the fact that May was no longer employed by the company, and was purportedly no longer the President of the company. May objected.

64. On August 9, 2018, in the penultimate step of completely freezing out May from KnowledgeLink, Christine and Steven caused corporate counsel for KnowledgeLink to notice a special board meeting with the specific purpose of voting on removing May as a director of KnowledgeLink.

65. At the August 14, 2018 board meeting, over May’s objection, and without providing any justification on the record, May was terminated as a director of KnowledgeLink.

66. As a result of Christine's and Steven's pattern and practice of pushing May out of the Cambridge Network and KnowledgeLink, and their continued campaign of harassment, defamation, and unfounded threats of criminal and civil consequences, May – a minority shareholder – has been completely frozen out of the companies.

Count I
Breach of Fiduciary Duty
(against Christine and Steven)

67. May realleges and incorporates by reference paragraphs 1 through 66 as if fully set forth herein.

68. KnowledgeLink and each of the entities in the Cambridge Network is a closely-held businesses.

69. Christine was, at all relevant times, the majority owner, director, and officer of KnowledgeLink and each of the entities in the Cambridge Network.

70. Steven was, at all relevant times, a director and/or officer of KnowledgeLink and one or more of the companies in the Cambridge Network.

71. May was, at all relevant times, the minority owner, director, and officer of KnowledgeLink and each of the entities in the Cambridge Network.

72. By virtue of their being directors, officers, and/or shareholders of KnowledgeLink and one or more of the entities in the Cambridge Network, Christine and Steven owed May a duty of utmost good faith and loyalty.

73. Christine and Steven breached their duties of utmost good faith and loyalty to May by, among other things, terminating her from her position as a director and officer of KnowledgeLink; terminating her from her position as an officer of the entities in the Cambridge Network; mismanaging KnowledgeLink and each of the entities in the Cambridge Network; and failing to comply with the terms of applicable corporate law.

74. As a proximate result of Christine's and Steven's breach of their fiduciary duties, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count II
Breach of Contract
(against Christine)

75. May realleges and incorporates by reference paragraphs 1 through 66 as if fully set forth herein.

76. There was a valid contract between Christine and May wherein Christine promised May that in exchange for Jim's waiver of his contract claims for unpaid earnings, May would have autonomy to operate KnowledgeLink.

77. Christine breached her duties under the contractual agreement by, including without limitation, removing May as President and director of KnowledgeLink and interfering with May's ability to operate KnowledgeLink's business.

78. Christine's breach of her duties caused May damage, in an amount to be proven at trial.

Count III
Breach of Implied Covenant of Good Faith and Fair Dealing
(against Christine)

79. May realleges and incorporates by reference paragraphs 1 through 66 as if fully set forth herein.

80. Christine and May entered into a valid and binding contract as aforementioned.

81. May performed her obligations under the contract.

82. Christine unfairly interfered with May's right to receive benefits under the contract and deprived May of benefits to which she was entitled.

83. Christine's breach of her implied covenant of good faith and fair dealing caused May damage, in an amount to be proven at trial.

Count IV
Interference with Advantageous Business Relationships
(against Christine and Steven)

84. May realleges and incorporates by reference paragraphs 1 through 66 as if fully set forth herein.

85. May has had several long-running business relationships for economic benefit with entities and individuals in the United States and China.

86. Christine and Steven have long known of May's business relationships with these third party entities and individuals.

87. Christine and Steven interfered with these relationships through improper motive or means.

88. As a proximate result of Christine's and Steven's conduct, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count V
Defamation
(against Christine and Steven)

89. May realleges and incorporates by reference paragraphs 1 through 66 as if fully set forth herein.

90. Christine and Steven published at least one written statement each of and concerning May that was both defamatory and false.

91. Christine and Steven made these statement(s) of fact to third parties.

92. Christine's and Steven's defamatory statement(s) was without privilege.

93. Christine's and Steven's fault in publishing the defamatory statement(s) to third parties amounted to at least negligence.

94. Christine's and Steven's actions caused injury and/or economic loss to May, or are actionable without proof of economic loss.

WHEREFORE, May X. Zhou, respectfully requests that the Court:

1. Enter judgment in Plaintiff's favor on all counts;

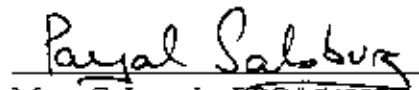
2. Restore Plaintiff as employee, director, and President of KnowledgeLink;
3. Award Plaintiff her damages, costs, and interest; and
4. Award such other relief as this Court deems just and proper.

Jury Demand

Plaintiff demands a jury trial on all claims and issues so triable.

May X. Zhou

By her attorneys,



Marc C. Laredo, BBO# 543973

Matthew A. Kane, BBO# 666981

Payal Salsburg, BBO# 568812

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Dated: August 20, 2018

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

THE SUPERIOR COURT

C.A. No. 18-02607 (Lead Case)

(Consol. with C.A. No. 18-2376)

_____ May X. Zhou	)
Plaintiff,	)
	)
v.	)
	)
Xinwei "Christine" Lin, and	)
Jianxin "Steven" Gao	)
Defendants.	)
_____	)
KnowledgeLink Group, Inc.	)
Plaintiff,	)
	)
v.	)
	)
May Zhou,	)
Defendant.	)
_____	)

SECOND AMENDED COMPLAINT AND JURY DEMAND

This is an action brought by a minority shareholder of several closely-held Massachusetts businesses for breach of fiduciary duty that has resulted in the freezing out of the minority shareholder. In the course of the freeze out, the minority shareholder was terminated as an employee and director of one company, terminated as director and officer of several other jointly-held companies, subjected to repeated threats of criminal prosecution, defamed before employees and business partners of the businesses, and had her business relationships interfered with.

Parties

1. May X. Zhou ("May") is a natural person residing at 29 Bay State Road, Boston, Massachusetts.
2. Xinwei "Christine" Lin ("Christine") is a natural person residing at 35 Preston Road, Lexington, Massachusetts.
3. Jianxin "Steven" Gao ("Steven") is a natural person residing at 35 Preston Road, Lexington, Massachusetts.

Jurisdiction and Venue

4. This Complaint is brought pursuant to the jurisdiction conferred upon this Court by G.L. c. 212, §§ 3, 4.
5. The Court has personal jurisdiction over the parties to this proceeding under G.L. c. 223A, § 3.
6. Venue is proper pursuant to G.L. c. 223, § 1 because May resides in Suffolk County, Massachusetts.

Facts

7. In late 2008, May first became acquainted with Steven while attending an entrepreneurs' event. At the time, May was working for a non-profit association and had discussions with Steven about her long-term idea to help Chinese individuals come to the United States to pursue educational opportunities.

8. Upon learning about May's idea, Steven suggested that May engage in the "reverse" business by, instead, bringing business from the United States to China. Steven also spoke of his wife Christine's expertise in the field of business incubation.

9. Steven and Christine represented that with Steven's experience running several successful businesses and Christine's pending Master's degree from Harvard University, May could stand to benefit greatly by joining their forces.

10. Steven and Christine offered to enter into business with May for a 40% ownership interest (in favor of May).

11. Subsequent to this initial offer, and a year after their initial meeting at the entrepreneur's event, Christine and Steven offered May a 30% ownership interest in their new business. Christine would own the majority 70% of the business. May accepted the offer of minority ownership.

12. In 2009, Christine and May formed the Cambridge Institute of China Business Research, Inc. ("CICBR"), a Massachusetts close corporation, with the goal of bringing college students from the United States to China for internships. In 2015, CICBR changed its name to the Cambridge Institute of Business Research, Inc. ("CIBR"). As agreed, Christine owned 70% of CIBR and May owned 30%.

13. Christine, as the President of CIBR, managed the finance and residential service departments of the business, and May, as the Chief Operating Officer (COO),

managed sales in China, Vietnam, and South Korea as well as the marketing and student recruiting, service, and support in the United States.

14. For the next few years, the relationship between Christine and May varied from relatively cordial to heated conflict. There were periodic disagreements regarding running the business of CIBR, including whether to focus on recruiting more students versus providing excellent quality service to existing students, differences that were often resolved in Christine's favor. Through it all, May continued to lead the China and the US teams, and business took off at a rapid pace in both countries.

15. In late 2012, with increasing business demands, May invited her husband Jim Zhou ("Jim") to help with certain management responsibilities. Jim had a background in professional training, with over ten years of management experience that would be useful to help scale up the business. May discussed the proposed arrangement with Christine and Steven, who both assented to bringing on Jim, first as an independent contractor and subsequently as a contract employee.

16. Jim worked for the business as an independent contractor for a couple of months when, in February 2013, he was asked to sign a non-competition agreement. Jim refused to enter into a restrictive agreement without a full employment package.

17. In March 2013, Jim's responsibilities were terminated on account of his refusal to sign the non-competition agreement. May did not agree to this course of action, but as a minority shareholder, she was out-voted by Christine. At the time of his

termination, Jim was owed earned compensation, which earnings were not paid to him upon termination.

18. In light of the disagreement between Christine and May regarding Jim's termination, and as an incentive to forego Jim's claim to the unpaid earnings, Christine and Steven accepted May's proposal that, in addition to her duties as COO of CIBR, May would form and operate a new Massachusetts company, KnowledgeLink Group, Inc. ("KnowledgeLink"), without interference from Christine and Steven. Christine and Steven, on the other hand, would operate CIBR and a parallel set of companies that ultimately came to be known as "the Cambridge Network." In addition, May would continue as the COO of the Cambridge Network.

19. In consideration of the fact that May would expend an exceptional amount of her time and effort in running the newly-formed KnowledgeLink (in addition to her responsibilities as COO of CIBR), Christine and Steven agreed that May would have autonomy to run, and receive a greater share of the profits from, KnowledgeLink (when it began to turn a profit).

20. Between 2009 and 2015, as the various facets and needs of their combined businesses grew, Christine and May formed several additional Massachusetts entities, including:

- a. The Green Planet, Inc. ("Green Planet");
- b. The Cambridge Institute of International Education Corp. ("CIIE");

- c. Barstow Education Association, Inc. ("Barstow");
- d. The Cambridge Institute Dormitory 100 LLC ("100 LLC");
- e. CambridgeStar Investment, Inc. ("CambridgeStar");
- f. Sino-US Education Development Association, Inc. ("Sino-US");
- g. Cambridge Educational Housing 400 LLC ("Dorm 400");
- h. Perfect Academic Consulting, Co. ("Perfect Academic"); and
- i. Student BNB, Inc. ("Student BNB").

21. In each of the aforementioned entities, Christine held the majority 70% ownership interest, while May held the remaining 30% interest.

22. Christine and May likewise set up related businesses in other states, including:

- a. The Cambridge Institute of International Education of California ("CIIE-CA");
- b. Cambridge Educational Housing 200 LLC ("Dorm 200") in California;
- c. Cambridge Educational Housing 201 LLC ("Dorm 201") in California;
- d. Cambridge Educational Housing 202 LLC ("Dorm 202") in California;
- e. Cambridge Educational Housing 300 LLC ("Dorm 300") in Maryland; and
- f. Brooks Institute Holding LLC ("Brooks") in California.

23. Again, in each of the out-of-state entities, Christine owned a 70% majority interest, while May held the remaining 30% share.

24. "The Cambridge Network" now comprised CIBR, CIE, 100 J.I.C, CambridgeStar, Dorm 400, CIE-CA, Dorm 200, Dorm 201, Dorm 202, and Dorm 300.

25. For the two years between 2013 and 2015, May worked long hours building up the business and client base of both KnowledgeLink and the Cambridge Network, including making numerous business trips to China, some of which were for several weeks at a time.

26. For the most part, Christine and Steven did not interfere with May's day-to-day responsibilities in operating KnowledgeLink. Instead, they continued their efforts to "scale up" the business of the Cambridge Network, along with assistance from May who carried out her responsibilities as COO of the Cambridge Network.

27. In May 2016, Christine abruptly announced that May had stepped down from her position as COO of the Cambridge Network and Teddy Xiong (a friend and former classmate of Christine's) would take over May's responsibilities.

28. Despite the announcement, May continued to balance her tasks to generate business for both KnowledgeLink and the Cambridge Network until, in September 2016, Christine demanded that May communicate to the employees of the Cambridge Network that she consented to the transition of responsibilities to Teddy. May refused.

29. Instead, May continued to focus her time, energy, and resources into building KnowledgeLink's business, which saw a significant increase in revenue over the next two years.

30. During this timeframe, after repeated requests by May, Christine promised that May's salary would be fairly increased, but Christine failed to do so.

31. Further, at least as early as 2016 and through 2017, May told Christine and Steven that she wanted to sell some or all of her shares either to them (Christine and Steven) or to a third party. Christine and Steven never responded to May's offer to be bought out. However, upon information and belief, Christine and Steven received at least one investment/buyout proposal in writing from a third party, which proposal contained a valuation of the companies, but neither Christine nor Steven disclosed the offer to May, thus denying May the ability to sell her shares.

32. On October 3, 2017, a special board meeting was noticed for KnowledgeLink as part of a concurrent special meeting of the boards of directors of all the entities owned by Christine and May. May told Christine that she could not attend the special meeting at short notice but Christine and Steven went ahead anyway. Upon information and belief, in May's absence, Christine – as KnowledgeLink's purported President, for which there had been no election – moved to terminate May as President of KnowledgeLink and appoint Steven as Chairman of KnowledgeLink. Indeed, Steven was purportedly also appointed Chairman of the boards of entities for which he had not

yet been elected a director. On that same day, May was also purportedly removed from her positions as Secretary of CIBR, Secretary of CIIE, Secretary of CambridgeStar, Secretary of Perfect Academic, Secretary of Student BNB, and Secretary of Green Planet

33. Upon information and belief, at this October 3, 2017 special meeting, it was also decided that Christine's 70% interest in KnowledgeLink would be split equally between Christine and her husband Steven. Upon information and belief, it was similarly decided that Christine's 70% interest in certain other entities in the Cambridge Network would be split equally between her and Steven.

34. On October 10, 2017, Christine conferenced May into an unannounced telephonic shareholders' meeting. On the call, Christine demanded that May ratify the board's actions from the immediately-preceding board meeting. May refused. Christine then proceeded to purportedly transfer half of her shares in KnowledgeLink to Steven. Upon information and belief, half of Christine's shares in the entities in the Cambridge Network was likewise transferred to Steven.

35. On or around February 26, 2018, without May's knowledge, Christine caused KnowledgeLink to file with the Massachusetts Secretary of the Commonwealth an annual report that reflected KnowledgeLink's purported new officers and directors. Significantly, May was no longer listed as the President; instead, Christine was listed as the purported President of KnowledgeLink and Steven was listed as a purported

director. May's position as treasurer of KnowledgeLink was also purportedly eliminated in favor of Christine.

36. For several months thereafter, May continued to carry out her job responsibilities as President, including signing contracts on behalf of, and binding, KnowledgeLink. Indeed, Christine and Steven were both well aware of May's activities but did not demand that she stop entering into contracts on behalf of KnowledgeLink or that she stop holding herself out as its President.

37. In May 2018, at a meeting of the KnowledgeLink board of directors, Christine moved to "confirm the hierarchy" of KnowledgeLink such that May – who purportedly was no longer the President – would nonetheless report to Steven (the purported Chairman of the board) concerning the operations and finances of KnowledgeLink in China. Seconded by Steven, that motion passed.

38. Christine and Steven also instructed May to direct a transfer of assets from KnowledgeLink's Chinese proxy to Shanghai Tohei, an entity owned and operated by their friends. May refused.

39. At a June 8, 2018 meeting, for the first time, Christine advised May that she was no longer the Chief Executive Officer (CEO) of KnowledgeLink. Christine's statement was at odds with the fact that May had continued to sign contracts for, and bind, KnowledgeLink for the entirety of the first half of 2018 -- with Christine's and Steven's full knowledge and tacit approval.

40. At the meeting, Christine verbally offered May the position of COO of KnowledgeLink (a demotion similar to the one May was forced into with the Cambridge Network in 2016) conditioned upon her signing a non-competition agreement. Prior to that time period, May did not have a restrictive covenant with KnowledgeLink. Inexplicably, the demotion came with a salary increase of \$25,000. May refused to sign the non-competition agreement.

41. On June 11, 2018, Christine emailed employees of KnowledgeLink and the Cambridge Network that Steven, the "cofounder of all entities" would serve as Chairman of the board for KnowledgeLink and the Cambridge Network, Christine would serve as President and CEO of both, and May would serve as COO of KnowledgeLink and report to Christine. Approximately two hours after that email, Christine caused KnowledgeLink to offer May the position of COO contingent on May's entry into a nondisclosure, non-competition, and non-solicitation agreement, and May's acceptance of the demotion.

42. May responded to the offer by reminding Christine that she (Christine) had agreed in 2013 to permit May the freedom to operate and grow the business of KnowledgeLink without interference from Christine or her husband Steven. May's removal from her position as CEO of KnowledgeLink and demoting her to COO without her knowledge and consent was a breach of that agreement and a breach of

Christine's fiduciary duties to May. May demanded that she be treated fairly and requested that they go their separate ways in an equitable manner.

43. On July 10, 2018, just weeks after offering May a \$25,000 raise, Christine caused KnowledgeLink to terminate May's employment purportedly "for cause." The termination letter alleged that May engaged in certain misconduct related to the protection of KnowledgeLink's assets in China, but at the same time offered her approximately one year's worth of salary in exchange for releases. Remarkably, despite terminating May's employment purportedly "for cause," Christine demanded that May – who was no longer employed by KnowledgeLink – travel with her to China to conduct company business, while at the same time threatening May with criminal and civil consequences based on the fabricated claim that May had taken KnowledgeLink's assets.

44. The next day, on July 11, 2018, Christine emailed KnowledgeLink's employees announcing that "After considering the position of Chief Operating Officer, May Zhou has decided to move in a different direction." May was also removed from her position as President of KnowledgeLink on July 11, 2018.

45. On or about July 13, 2018, despite having purportedly fired May "for cause," Christine made a written demand that May travel to China to conduct business for KnowledgeLink and threatened to put May in jail if she refused.

46. On July 21, 2018, Christine emailed May, copying at least three individuals, claiming that she was investigating May's involvement with KnowledgeLink's Vice President of operations in both the United States and China and that "any conspiracy will be found out." Christine further threatened, "I promise you that if KL business is hurt you will sincerely regret and will be hold (sic) accountable for and bear the cost."

47. In fact, there was – and is – no such conspiracy between May and any other individual, much less one that was directed at hurting KnowledgeLink's business.

48. Nonetheless, on July 24, 2018, Christine and Steven wrote a defamatory letter to KnowledgeLink's partners stating that, "May Zhou, the former head of the KnowledgeLink Group based in Waltham MA USA, was suspected of privately transferring the assets of the company and was currently dismissed by the board of directors of KnowledgeLink Group." Christine and Steven continued, claiming that, "In the audits of the US headquarters and China, we found that the ownership of [KnowledgeLink's Chinese proxy], which was registered solely by the US KnowledgeLink Group, were transferred without the approval of the board of directors." These statements were – and remain – completely false.

49. On that same day, Christine and Steven wrote a similar defamatory letter in Chinese to KnowledgeLink's partners stating that, "In the audits of the US headquarters and China, we found that the shareholders of [KnowledgeLink's Chinese

proxy], which was solely funded by KL International Education Group, were changed without the approval of the board of directors. At present, the US headquarters has initiated legal procedures to thoroughly investigate the matter, because this incident may evolve into a criminal case involving illegal transfer of funds, assets and economic fraud." These states were -- and remain -- completely false.

50. Shortly thereafter, May was advised by an employee of KnowledgeLink's Chinese proxy that a headmaster and an academic dean of a Chinese partner program received the July 24, 2018 letter and inquired about May's purported embezzlement. Upon information and belief, the headmaster and academic dean also received additional communications from Christine and/or Steven conveying false accusations against May.

51. Indeed, some Chinese partners of KnowledgeLink who knew May through her work on various Chinese programs, but had not communicated with May in several years, received the July 24, 2018 letter and began calling around to ask about the false rumors spread by Christine and Steven.

52. In fact, there was no misconduct at all, much less "cause" for terminating May's employment. Because of Chinese law regarding the ownership of assets in China, KnowledgeLink was forced to restructure the ownership of its assets in China through a Chinese proxy company -- actions that Christine was fully aware of for several months. Indeed, this restructuring was quite similar to -- if not identical -- the

manner in which Christine had managed the Chinese assets of the Cambridge Network through its own Chinese proxy companies.

53. Since purportedly terminating May's employment with KnowledgeLink, Christine sent several written communications to employees of KnowledgeLink falsely accusing May of conspiring with certain individuals in China to take actions to hurt KnowledgeLink's business. May repeatedly denied Christine's accusations as untruthful and belied by the many written emails and letters that May has provided Christine over the years.

54. Upon information and belief, Christine has – on several occasions – also warned former senior managers of KnowledgeLink against communicating with May, stating that May is under criminal and civil investigation.

55. On July 27, 2018, Christine emailed May, copying KnowledgeLink's corporate counsel, claiming that May was downloading "contents from [KnowledgeLink's] sociology related contents," that Christine had "preserved screen shots of your activity," which "evidence will speak of (sic) volumes at the court and will have consequences against you."

56. Two hours later, Christine again emailed May, copying corporate counsel, claiming that KnowledgeLink's China employees had evidence that May was actively involved in a conspiracy with the legal representative of KnowledgeLink's Chinese proxy to undo Christine's efforts to preserve KnowledgeLink's value.

57. These July 27th statements by Christine were completely false.

58. On July 28, 2018, Christine emailed the headmaster of a preparatory school program in Kansas City, Missouri, which school has a relationship with KnowledgeLink, copying at least three individuals, including KnowledgeLink's corporate counsel, and claiming that "evidences (sic) show that May and Frank Zhou have built competitive business and is (sic) utilizing KL resources to compete with KL. KL will take all legal actions against any activities (sic) might danger its interest...." Christine's statements are false: May did not build a competitive business, much less utilize KnowledgeLink's resource to compete with the company or do so with an employee of KnowledgeLink's Chinese proxy.

59. The very next day, on July 29, 2018, in an email titled "for your eyes only," Christine again told the headmaster, "I ... will continuously urge you to listen to my demand about May Zhou and Frank Zhou, KL is in the process of filing a criminal case for illegally transferring company assets and positional theft. If May did offer you something lucrative, do not take it, it is not right and not real."

60. On July 31, 2018, despite having already terminated May's employment and despite volleying false accusations of theft and conspiracy against May, Christine inexplicably demanded that because May is a "hired professional for the purpose of developing the business" she should continue to assist with KnowledgeLink's Chinese proxy.

61. On that same day, in an effort to carry out her fiduciary duties and determine the value of her shares in the various jointly-held Massachusetts entities, May served numerous demands for corporate documents pursuant to G.L. 156D, §§ 16.02 and 16.05 on then-outside counsel for the various entities.

62. Despite Christine's ongoing defamatory acts against May and despite May no longer being employed by KnowledgeLink, May patiently responded to a litany of inquiries from Christine (through counsel) regarding the operations of KnowledgeLink in the United States and China. Not satisfied by May's clear and honest responses, Christine continued her campaign against May, publishing additional defamatory statements to employees in the United States and China. Each one of these statements by Christine, as before, was and remains patently false.

63. On August 1, 2018, in an email, Christine falsely accused May of "showing up" at company-wide meetings for KnowledgeLink's Chinese proxy, claiming she (Christine) had screen shots showing May was "the power behind the scene," which screen shots "can be used in later criminal lawsuit against [May]," and warning that if May continued, she would "see the consequences." The email was sent to May, Steven, corporate counsel for KnowledgeLink, and undersigned counsel. Again, May denied all the allegations, confirmed that she did not attend any meeting for KnowledgeLink's Chinese proxy, and that she did not have control over the Chinese proxy.

64. In the midst of threats of criminal proceedings, Christine and Steven demanded at an August 3, 2018 board meeting for KnowledgeLink that May “review and validate the 2016 tax returns for KnowledgeLink” despite the fact that May was no longer employed by the company, and was purportedly no longer the President of the company. May objected.

65. On August 9, 2018, Christine and Steven caused corporate counsel for KnowledgeLink to notice a special board meeting with the specific purpose of voting on removing May as a director of KnowledgeLink.

66. At the August 14, 2018 board meeting, over May’s objection, and without providing any justification on the record, May was terminated as a director of KnowledgeLink. Prior to the vote on her termination, May reminded the board that it had voted months earlier to form a new Chinese subsidiary for KnowledgeLink to handle all of its China operations. Despite that unanimous board vote, however, Christine and Steven set up Shanghai Nuolin to collect tuition and other funds from KnowledgeLink’s China operations, and – without May’s knowledge or consent – caused the subsidiary to be wholly owned not by KnowledgeLink but by Jiangge (Joe) Zhou.¹ Joe Zhou is a long standing and trusted friend of Steven, who similarly owns several other proxy companies in China on behalf of Steven. Since then, upon information and belief, full ownership of Shanghai Nuolin has been transferred from

¹ Jiangge (Joe) Zhou is not related to May.

Jiangge Zhou to Steven. Thus, despite being a shareholder of KnowledgeLink, May has no control over funds received by KnowledgeLink (if at all) from Shanghai Nuolin.

67. In or about September 2018, after the initiation of this action, Christine publicly circulated a six-page letter in which she repeatedly claimed that May had conspired with an individual(s) in China to forge certain asset transfer documents and embezzle KnowledgeLink's assets, including over 13 million RMB (nearly \$2 million US dollars), and citing May's purported "criminal activities," Christine demanded *inter alia* that May be sentenced to five years imprisonment and be ordered to forfeit her personal property. Again, each of Christine's accusatory statements against May in the September 3, 2018 letter was – and remains – completely false.

68. Since initiating this action, May has discovered documents showing that Christine and Steven have caused KnowledgeLink and the Cambridge Network to form additional proxy companies and/or subsidiaries in China without May's knowledge or approval, and transferred ownership of those proxy companies and/or subsidiaries to their friends and relatives, also without May's knowledge or approval. These unauthorized companies include, for example, Shenzhen Yousiku Education Technology Co., Ltd., Zhengzhou Meihuida Education Consulting Co., Ltd., Chengdu Meihuida Education Consulting Co., Ltd., Shanghai Tuohui Business Consulting Co., Ltd., and Shanghai Nuolin Business Consultants, Inc.

69. On September 14, 2018, over her objection at a board meeting, May was terminated as a director of CIIE.

70. Upon information and belief, on or about January 9, 2019, Christine sent a letter to the Economic Investigation Corps. of Yuzhong District, Chongqing, making several admissions in contradiction to KnowledgeLink's allegations in this consolidated action. Four months after initiating litigation against May, Christine admitted that (a) she (Christine) was aware of the Chinese law requirement to invest US funds in Chongqing Nuolin; (b) May asked for the transfer of \$1 million capital payment to ensure continued operation of Chongqing Nuolin as a foreign capital entity; (c) May instructed KnowledgeLink's controller and Christine to wire \$1 million to Chongqing Nuolin; (d) Christine approved of the transfer; and (e) the transfer of funds to Chongqing Nuolin was not successful. In fact, Christine was aware that May had suggested an alternative method to effectuate the transfer of foreign capital to Chongqing Nuolin (through one of the school programs in China), which attempt likewise failed.

71. In the January 9, 2019 letter, Christine further stated that in July 2017, she discovered that the equity of Chongqing Nuolin was altered without permission from KnowledgeLink and "immediately realized this was a serious matter." This stands in stark contrast to KnowledgeLink's allegation that prior to the summer of 2018, Christine and Steven had not heard of Chongqing BeituoMengqi, nor been aware of the

transaction transferring ownership of Chongqing Nuolin to Chongqing BeituoMengqi. In fact, on August 22, 2017, Christine asked May for a report explaining why “KL’s China entity, according to the record, it has been sold to an unknown entity.”

72. Christine further admitted that that May did not sign the “Shareholder Resolution of Chongqing Nuolin” and “Equity Transfer Agreement,” and that May did not authorize Frank Zhou to transfer ownership to his own company. KnowledgeLink conducted a signature comparison and determined that the signatures on the two purported transfer documents were, in fact, not May’s signature at all.

73. Finally, Christine admitted that she knew that May did not receive any personal benefit from the transfer. She stated that Frank Zhou “made a personal decision to transfer the company to himself” and that “no evidence shows she [May] has a claim of (sic) the property.”

74. In or around January 2019, May was subpoenaed for deposition and documents in litigation brought by a California entity seeking to enforce a final judgment entered against Green Planet and Brooks. IDP 21 California LLC v. Green Planet et al., No. 1884-cv-03398, Superior Court, Suffolk County, Massachusetts. That litigation arose out of certain actions taken by Christine on behalf of Green Planet and Brooks. Specifically, Christine caused Green Planet (through Brooks) to acquire a local arts school in Ventura, California, caused Green Planet to guarantee commercial leases on behalf of Brooks, caused Brooks to enter into construction contracts to relocate and

renovate one or more school buildings, and then caused Brooks and Green Planet to walk away from their obligations. As a result of Christine's actions relating to Brooks, May has been forced to defend herself in Massachusetts, despite the fact that she did not approve, nor have knowledge of many of, the transactions that caused Green Planet to become liable for the final judgment.

75. On February 25, 2019, Christine attempted to remove May as a member of the board of KnowledgeLink International School of Chongqing Bashu ("KLIS Bashu") in Chongqing, China. KLIS Bashu, however, is a non-profit independent school that is governed by its board of directors, and not by KnowledgeLink. Nonetheless, Christine demanded that May send to KnowledgeLink the minutes of the Board meetings of KLIS Bashu, the bank statements for KLIS Bashu, governance documents for KLIS Bashu, and documents relating to KLIS Bashu's registration and licensing by the Chinese authorities.

76. On March 8, 2019, at a meeting of the shareholders of KnowledgeLink, Christine moved to make same demands of May vis-à-vis providing documents regarding KLIS Bashu to KnowledgeLink. May objected and reminded Christine of the pending lawsuits, which are the appropriate forum for further document requests. May was then purportedly removed from the following positions: Director of CIBR, Director of CIIE, Director of CambridgeStar, Director of Perfect Academic, Director of Student BNB, Director of Green Planet, Manager of 100 LLC, and Manager of 400 LLC.

77. In or around mid-March 2019, corporate counsel for KnowledgeLink asked May to execute a power of attorney authorizing Christine to enter into a purchase and sale agreement for the sale of a property in Altadena, California. The Altadena property was purchased by Christine with May's knowledge, however Christine purchased four other parcels of property in California between 2013 and 2015 without May's knowledge or approval. In fact, May's signature on the power of attorney for the sale of the Altadena property was a mere formality because Christine had already signed the purchase and sale agreement months earlier in January 2019.

78. In China, Chongqing Nuolin (KnowledgeLink's subsidiary) entered into a three-year contract with KLIS Bashu to provide teacher referral services (through KnowledgeLink) in exchange for a service fee of approximately \$50,000 (or 350,000 RMB) per year.

79. On October 12, 2017, KLIS Bashu remitted approximately \$100,000 (or 700,000 RMB) in service fees to KnowledgeLink (transferred through its subsidiary, Chongqing Nuolin). The remaining approximately \$51,000 (or 350,000 RMB) of service fees on this contract was paid in lieu of tuition payments that were waived (valued at 1 million RMB) for KnowledgeLink's teachers whose children attended KLIS Bashu. In effect, by way of a "bonding contract" between KnowledgeLink and KLIS Bashu, KLIS Bashu provided KnowledgeLink approximately \$146,600 (or 1 million RMB) in free tuition to settle a \$51,000 debt on the service fee contract.

80. There are no outstanding payments due to KnowledgeLink from KLIS Bashu per a bonding contract between KnowledgeLink and KLIS Bashu.

81. Separately, Bashu Secondary School contracted with KnowledgeLink to operate a 3-year international high school program at the Bashu Ivy School. As an independent school, Bashu Ivy School is run by a board of trustees. May is not on the Bashu Ivy School board of trustees, has no role or position with Bashu Secondary School or Bashu Ivy School, and has no control over Bashu Ivy School, its assets, or its ability to pay KnowledgeLink. During a three-year period, Bashu Ivy School paid KnowledgeLink approximately \$1.5 million (or 10 million RMB) in tuition remittance, including a payment of approximately \$510,174 (or 3.5 million RMB) in March 2019.

82. All outstanding amounts invoiced by KnowledgeLink to Bashu Ivy School have been paid.

83. Yet, despite having knowledge of the payments to KnowledgeLink by KLIS Bashu and Bashu Ivy School, KnowledgeLink continues to allege that it is owed millions in unpaid receivables from one or both schools.

84. In a telephone call on or about March 13, 2019, Dan Xiao, an employee of KnowledgeLink, accused May of embezzlement and claimed that, as a result of the immense pressure put on Frank Zhou, Frank would provide documents and evidence that would not be "favorable" to May. Dan Xiao threatened that May would lose the civil litigation in the United States as well as the criminal case in China, and questioned

whether May would be able to endure the consequences. Dan Xiao stated that May's only option was to "surrender," "get some money," and "walk away."

85. Shortly after that meeting, May received a letter from Dan Xiao in which he stated that based on "conversations with almost all parties and reading relevant materials," he thought that May should reach an out-of-court settlement with Christine and Steven. In the letter, Dan Xiao accused May of breaching her duties to KnowledgeLink and cited to the KnowledgeLink by-laws, the affidavits filed in connection with this litigation and in the corporate action brought by KnowledgeLink against May (which cases have since been consolidated), several drafts of agreements exchanged in 2013 between lawyers for May and Christine, as well as the Chinese language documents purporting to transfer ownership of Chongqing Nuolin to Frank Zhou. Dan Xiao further accused May of lying and concealing facts relating to the establishment of KLJS Bashu. After mirroring KnowledgeLink's allegations against May, Dan Xiao demanded that May dismiss her lawsuit against Christine and Steven to avoid "speeding up" Chongqing Nuolin's criminal case in China against May.

86. In April 2019, May received several messages from Dan Xiao stating that based on his discussions with Christine and Steven, it would be in May's best interest to require Frank Zhou to return ownership of Chongqing Nuolin to Christine. Dan Xiao further warned that he would be asked to testify about what he had seen and heard, and that his testimony "will definitely hurt [May]." He further warned that the Chinese

police had officially accepted the criminal case and would step up its investigation. In closing, Dan Xiao stated that May's position in the litigation was "doomed" and that settlement or reconciliation were May's only options.

87. Upon information and belief, Christine and Steven caused Dan Xiao to engage in these defamatory acts against May as well as threaten May into capitulating to their demands.

88. Moreover, since the filing of this action by May in August 2018, Christine and Steven have intentionally caused KnowledgeLink and the Cambridge Network to not issue any dividends.

89. As a result of Christine's and Steven's pattern and practice of pushing May out of KnowledgeLink and the Cambridge Network, and their continued campaign of harassment, defamation, and unfounded threats of criminal and civil consequences, May – a minority shareholder – has been completely frozen out.

Count I
Breach of Fiduciary Duty
(against Christine)

90. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

91. KnowledgeLink and each of the relevant entities in the Cambridge Network is a closely-held entity.

92. Christine was, at all relevant times, a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

93. May was, at all relevant times, a minority shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

94. By virtue of her being a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network, Christine owed May a duty of utmost good faith and loyalty.

95. Christine breached her duties of utmost good faith and loyalty to May by, among other things, causing May to be terminated as an employee of KnowledgeLink; terminating her as a director and officer of KnowledgeLink; terminating her from her position as an officer/director of the relevant entities in the Cambridge Network; and otherwise freezing out May from KnowledgeLink and the relevant entities in the Cambridge Network.

96. As a proximate result of Christine's breach of her fiduciary duties, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count II
Breach of Fiduciary Duty
(against Steven)

97. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

98. KnowledgeLink and each of the relevant entities in the Cambridge Network is a closely-held entity.

99. Steven purports to be, at all relevant times, a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

100. May was, at all relevant times, a minority shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

101. By virtue of his purportedly being a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network, Steven owed May a duty of utmost good faith and loyalty.

102. Steven breached his duties of utmost good faith and loyalty to May by, among other things, causing May to be terminated as an employee of KnowledgeLink; terminating her as a director and officer of KnowledgeLink; terminating her from her position as an officer/director of the relevant entities in the Cambridge Network; and otherwise freezing out May from KnowledgeLink and the relevant entities in the Cambridge Network.

103. As a proximate result of Steven's breach of his fiduciary duties, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count III
Aiding and Abetting a Breach of Fiduciary Duty
(against Steven)

104. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

105. KnowledgeLink and each of the relevant entities in the Cambridge Network is a closely-held entity.

106. Christine was, at all relevant times, a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

107. May was, at all relevant times, a minority shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

108. By virtue of her being a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network, Christine owed May a duty of utmost good faith and loyalty.

109. Christine breached her duties of utmost good faith and loyalty to May by, among other things, causing May to be terminated as an employee of KnowledgeLink; terminating her as a director and officer of KnowledgeLink; terminating her from her position as an officer/director of the relevant entities in the Cambridge Network; and otherwise freezing out May from KnowledgeLink and the relevant entities in the Cambridge Network.

110. As Christine's husband, and a purported shareholder of KnowledgeLink and the relevant entities in the Cambridge Network, Steven knew of Christine's breach of her fiduciary duties to May.

111. Whether acting as a purported shareholder of KnowledgeLink, a putative director of KnowledgeLink and the relevant entities in the Cambridge Network, or otherwise, Steven actively participated, substantially assisted in, or encouraged Christine's breach of her fiduciary duties to such a degree that he could not reasonably have been acting in good faith. Specifically, Steven purportedly accepted the transfer of KnowledgeLink shares from Christine; attended board meetings both in-person and telephonically including *inter alia* the October 3, 2017 meeting and the October 10, 2017 meeting; caused KnowledgeLink to terminate May's employment; demanded that May review and validate the 2016 tax returns for KnowledgeLink despite the fact that May's employment had been terminated; voted with Christine to remove May as a director and officer of KnowledgeLink; voted with Christine to remove May as a director of CIE; and told KnowledgeLink's partners that May had privately transferred the assets of KnowledgeLink without approval of the board, and that the company had dismissed May for that reason.

112. As a proximate result of Steven's aiding and abetting in Christine's breach, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count IV
Civil Conspiracy
(against Christine and Steven)

113. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

114. KnowledgeLink and each of the relevant entities in the Cambridge Network is a closely-held entity.

115. Christine was, at all relevant times, a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

116. May was, at all relevant times, a minority shareholder of KnowledgeLink and the relevant entities in the Cambridge Network.

117. By virtue of her being a shareholder of KnowledgeLink and the relevant entities in the Cambridge Network, Christine owed May a duty of utmost good faith and loyalty.

118. Christine breached her duties of utmost good faith and loyalty to May by, among other things, causing May to be terminated as an employee of KnowledgeLink; terminating her as a director and officer of KnowledgeLink; terminating her as a director of CIIR; and otherwise freezing out May from KnowledgeLink and the relevant entities in the Cambridge Network.

119. As Christine's husband, and a purported shareholder of KnowledgeLink, Steven knew that Christine's conduct constituted a breach of her fiduciary duties to May.

120. Whether acting as a purported shareholder of KnowledgeLink, a putative director of KnowledgeLink and the relevant entities in the Cambridge Network, or otherwise, Steven substantially assisted in or encouraged Christine's conduct by: purportedly accepting the transfer of KnowledgeLink shares from Christine; attending board meetings both in-person and telephonically including *inter alia* the October 3, 2017 meeting and the October 10, 2017 meeting; causing KnowledgeLink to terminate May's employment; demanding that May review and validate the 2016 tax returns for KnowledgeLink despite the fact that May's employment had been terminated; voting with Christine to remove May as a director and officer of KnowledgeLink; voting with Christine to remove May as a director of CIIE; and telling KnowledgeLink's partners that May had privately transferred the assets of KnowledgeLink without approval of the board, and that the company had dismissed May for that reason.

121. As a proximate result of Steven's and Christine's conspiracy, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count V
Breach of Contract
(against Christine)

122. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

123. There was a valid contract between Christine and May wherein Christine promised May that in exchange for Jim's waiver of his contract claims for unpaid earnings, May would have autonomy to operate KnowledgeLink and receive a greater share of its profits.

124. Christine breached her duties under the contractual agreement by, including without limitation, removing May as President and director of KnowledgeLink and interfering with May's ability to operate KnowledgeLink's business.

125. Christine's breach of her duties caused May damage, in an amount to be proven at trial.

Count VI
Breach of Implied Covenant of Good Faith and Fair Dealing
(against Christine)

126. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

127. Christine and May entered into a valid and binding contract as aforementioned.

128. May performed her obligations under the contract.

129. Christine unfairly interfered with May's right to receive benefits under the contract and deprived May of benefits to which she was entitled.

130. Christine's breach of her implied covenant of good faith and fair dealing caused May damage, in an amount to be proven at trial.

Count VII
Interference with Advantageous Business Relationships
(against Christine and Steven)

131. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

132. May has had several long-running business relationships for economic benefit with entities and individuals in the United States and China.

133. Christine and Steven have long known of May's business relationships with these third-party entities and individuals.

134. Christine and Steven interfered with these relationships through improper motive or means.

135. As a proximate result of Christine's and Steven's conduct, May has suffered and continues to suffer damages, in an amount to be proven at trial.

Count VIII
Defamation
(against Christine and Steven)

136. May realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

137. Christine and Steven published at least one written statement each of and concerning May that was both defamatory and false.

138. Christine and Steven made these statement(s) of fact to third parties.

139. Christine's and Steven's defamatory statement(s) was without privilege.

140. Christine's and Steven's fault in publishing the defamatory statement(s) to third parties amounted to at least negligence.

141. Christine's and Steven's actions caused injury and/or economic loss to May, or are actionable without proof of economic loss.

WHEREFORE, May X. Zhou, respectfully requests that the Court:

1. Enter judgment in May's favor on all counts;
2. Restore May as employee, director, CEO, and President of KnowledgeLink;
3. Restore May as secretary and director of CIE, CIBR, CambridgeStar, Perfect Academic, Student BNB, and Green Planet;
4. Restore May as manager of 100 LLC and 400 LLC;
5. Award May her damages, costs, interest, and attorneys' fees; and
6. Award such other relief as this Court deems just and proper.

Jury Demand

Plaintiff demands a jury trial on all claims and issues so triable.

May X. Zhou
By her attorneys,

Payal Salsburg
Marc C. Laredo, BBO# 543973
Matthew A. Kane, BBO# 666981
Payal Salsburg, BBO# 568812
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Boston, MA 02110
617-443-1100
laredo@laredosmith.com
kane@laredosmith.com
salsburg@laredosmith.com

Subk
2018-
2607

Dated: August 6, 2019

CERTIFICATE OF SERVICE

I, Payal Salsburg, hereby certify that, on August 6, 2019, I served a true and correct copy of the foregoing document by email and first-class U.S. mail to:

T. Christopher Donnelly, Esq.
Nicholas J. Ramacher, Esq.
Donnelly, Conroy & Gelhaar, LLP
260 Franklin Street, Suite 1600
Boston, MA 02110

William J. Lovett, Esq.
Justin P. O'Brien, Esq.
Hogan Lovells
100 High Street, 20th Floor
Boston, MA 02110

2019 AUG -6 A 10:01

Payal Salsburg
Payal Salsburg

NOTIFY

V10/5
41

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT
~~2018CV02607-BLS~~ consolidated
with 2018CV02736- BLS 2

MAY X. ZHOU,
Plaintiff

vs.

XINWEI "CHRISTINE LIN and
JIANXIN "STEVEN" GAO,
Defendants

And

KNOWLEDGELINK GROUP, INC.
Plaintiff

vs.

MAY ZHOU,
Defendant

NOTICE SENT
1005-20
F./LAW
J.H.
T.D.L.
K.S.K.
G.U.
L.H.
J.H.
K.T.P.
D.C. & G.
U.R.
T.C.D.
L. & S.
P.S.
M.C.L.
(NS)

MEMORANDUM OF DECISION AND ORDER ON
MAY ZHOU'S MOTION FOR PRELIMINARY INJUNCTION

Two years into this hard fought litigation, which involves claims and counterclaims among shareholders in a close corporation, the case is now before the Court on a Motion by one of those parties, May Zhou, for a Preliminary Injunction. The Motion seeks not only to have KnowledgeLink Group Inc. make a dividend payment to Zhou for 2019 but also asks this Court to prevent KnowledgeLink's majority shareholders (Christine Lin and Steven Gao, both parties to this litigation) from receiving salaries or bonuses without Zhou's approval. More generally, the Motion seeks to prevent Gao or Lin from entering into other transactions on behalf of KnowledgeLink or a related entity, Cambridge Network, without Zhou's blessing – relief that

Zhou alleges is necessary to prevent Gao and Lin from engaging in “self-dealing.” This Court concludes that the Motion must be **DENIED** and offers the following by way of brief explanation.

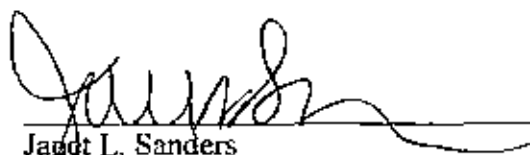
The standard that this Court applies to such requests is well established; the moving party must demonstrate a reasonable likelihood of success on the merits and irreparable harm that outweighs the harm that would be suffered by the opposing party if an injunction is improvidently granted. Garcia v. Department of Housing Authority and Community Development, 480 Mass. 736, 747 (2018). Because a preliminary injunction is regarded as an extraordinary remedy, the right to obtain such relief must be clear and unequivocal. Student No. 9 v. Board of Ed., 440 Mass. 752, 762 (2004). This is particularly true where the moving party seeks an order that goes beyond preserving the status quo and requires the nonmoving party to take affirmative action. See e.g. L.L.Bean Inc. v. Bank of America, 630 F.Supp. 2d 83, 89 (D.Me. 2009) (collecting authorities). In the instant case, Zhou has failed to sustain her burden of showing a clear entitlement to relief, particularly given the breadth of the request she makes and its mandatory nature.

This request is not to preserve the status quo but, by asking for an order that Zhou be paid a dividend), seeks affirmatively relief that Zhou would otherwise be entitled to receive only after she had proved all the elements of her freeze-out claim at trial. The order that Zhou proposes this Court to issue is also incredibly broad, giving Zhou as minority shareholder control and veto power over corporate decisions that she would not otherwise have. In support of the request, Zhou does not present any affidavits or other sworn testimony but relies on various documents produced in discovery, the significance of which are in dispute. In effect, Zhou asks this Court

to adjudicate her the winner in this hotly contested litigation where Zhou herself is the subject of claims asserted against her by the majority shareholders.

“In the context of a preliminary injunction, the only rights which may be irreparably lost are those not capable of vindication by a final judgment, rendered either at law or in equity.”

Packaging Industries Group, Inc. v. Cheney, 380 Mass. 609, 617 n. 11 (1980). Zhou has failed to demonstrate how the harm that she will suffer would be irreparable if an injunction is not granted. That is, to the extent that she is able to prove that she has been unfairly deprived of dividends or other distributions, she will be fully compensated for that harm by an award of money damages. Compare Massmanian v. Dubose, 20 Mass.L.Rptr. 62 (Mas.Super. Sept. 23, 2005) (Gants, J.) (where defendants were enjoined from terminating plaintiff, a minority shareholder in a close corporation, because that resulted not only in a loss of income to plaintiff but also triggered certain stock redemption rights that would permit defendants to acquire plaintiff's interest). In contrast, the harm to the defendants by an improvidently granted injunction (particularly the one proposed by Zhou) would be substantial. Zhou will be given effective control over KnowledgeLink pending a trial even as Lin and Gao accuse Zhou of engaging in conduct that has not been in the best interest of the corporation. In short, for these and for other reasons articulated in the KnowledgeLink's opposition, Zhou's Motion for a Preliminary Injunction is hereby **DENIED**.



Janet L. Sanders
Justice of the Superior Court

Dated: October 1, 2020

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

THE SUPERIOR COURT

MAY X. ZHOU,
Plaintiff

v.

XINWEI “CHRISTINE” LIN and
JIANXIN “STEVEN” GAO,
Defendants.

KNOWLEDGELINK GROUP, INC.
Plaintiff,

v.

MAY X. ZHOU,
Defendant.

MAY X. ZHOU, as Shareholder
of, and on behalf of CAMBRIDGE INSTITUTE
OF BUSINESS RESEARCH, INC. and
KNOWLEDGELINK GROUP, INC.,
Plaintiff,

v.

XINWEI “CHRISTINE” LIN and
JIANXIN “STEVEN” GAO,
Defendants,

CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC., and KNOWLEDGELINK
GROUP, INC.,
Derivative Defendants.

C.A. No. 1884CV02607-BLS2

C.A. No. 1884CV02376-BLS2

C.A. No. 2384CV01294

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JOINT PRE-TRIAL MEMORANDUM

Pursuant to this Court’s Notice to Appear issued on February 5, 2024 (the “Notice to Appear”), Plaintiff, Defendant, and Counterclaim Defendant May X. Zhou (“Zhou”), Defendants

and Counterclaim Plaintiffs Xinwei “Christine” Lin (“Lin”) and Jianxin “Steven” Gao (“Gao”), and Plaintiff, Defendant, and Counterclaim Plaintiff KnowledgeLink Group, Inc. (“KnowledgeLink/KL US”; together with Lin and Gao, the “KL Parties”) hereby submit this Joint Pre-Trial Memorandum for Case Nos. 1884CV02607 and 1884CV02736 (together, the “2018 Actions”) and Case No. 2384CV01294 (the “2023 Action”), all consolidated.

I. AGREED UPON FACTS

The agreed upon facts for the 2018 Actions are presented in Exhibit A to this memorandum. In light of the 2023 Action’s current procedural posture, the parties have not yet agreed upon any facts for the 2023 Action.

II. STATEMENT OF EXPECTED EVIDENCE

The parties have included their Joint Pretrial Memorandum previously filed in the 2018 Actions, which predates the 2023 Action, attached hereto as Exhibit B. The parties disagree as to whether it is appropriate at this stage in the case to include a statement of expected evidence for the 2023 Action.

A. May Zhou’s Position Regarding a Statement of the Expected Evidence

The Notice to Appear states that this Joint Pre-Trial Memorandum “shall, at a minimum include” the following enumerated categories of information: (i) an agreed upon trial schedule; (ii) an agreed upon description of the case; (iii) a joint list of all pending pretrial motions and other outstanding matters; and (iv) a list of witnesses. Despite the fact that the list of required categories does not include a statement of the expected evidence (and despite the fact that the parties are nowhere near obtaining all evidence for the 2023 Action), the KL Parties inappropriately insist that the Notice to Appear requires such a section. The KL Parties’ interpretation is inconsistent with the plain language of the Notice to Appear, though it is certainly consistent with their continuous attempts to cut off discovery in the 2023 Action and mischaracterize it as ready for

trial despite its early stage. The Notice to Appear clearly enumerates four explicit sections that the Court stated must “at a minimum [be] include[d].” Zhou does not read the Notice to Appear to implicitly require this additional section, and she does not intend to provide the Court with premature, unsolicited, and potentially inaccurate information.

Given the open status of numerous disputes (one of which affects the operative pleadings and many of which relate to open discovery requests), it is too early to provide a statement of the expected evidence for the 2023 Action. The KL Parties have an outstanding motion to amend the counterclaims they asserted in the 2023 Action (which Zhou has opposed), and their proposed amendments would significantly alter the facts that are asserted. Without clarity on the operative counterclaims against her, Zhou is not in a position to provide a statement of expected evidence. Moreover, the outstanding discovery disputes will affect what documents each party produces which, in turn, will affect what the universe of evidence for the 2023 Action will even be. Zhou still has not received the key documents necessary to allow her forensics expert, Craig Jalbert, to complete his analysis and for her to prove her derivative claims. These documents are detailed in Mr. Jalbert’s initial report and include the companies’ most recent tax returns. Zhou therefore does not believe it would be helpful to this Court to guess what the expected evidence would be when she has not yet received such evidence or even a full set of operative pleadings.

B. KnowledgeLink/KL US, Lin, and Gao’s Statement of the Expected Evidence

The Notice to Appear orders the parties to “file a Joint Pretrial Memorandum, even if one was previously filed.” Superior Court Standing Order 1-88 sets the “minimum requirements of the joint pre-trial memorandum.” Superior Court Standing Order 1-88(F)(2)(j). Those “minimum requirements” include “[a] brief statement by each party of what that party expects the evidence to show” and “Statement of all significant legal issues (including, in particular, any significant evidentiary issues), the positions of the parties on these issues, and a statement of

relevant legal authorities.” Id. Appendix A ¶¶ A(2) & A(4). Because the Notice to Appear is silent on these requirements, and the Court may consider these descriptions useful when “review[ing] the status of these consolidated in preparation for Trial” (Notice to Appear), the KL Parties have included a Statement of Expected Evidence for the 2023 Action.” The KL Parties’ statement may require supplementation or revision if new facts are discovered or to conform with any dispositive motion practice.

Statement of Expected Evidence

This is an action to recover millions of dollars in damages Zhou caused KnowledgeLink US when she led and participated in the theft of KnowledgeLink US’s Chinese subsidiary and all its assets. That KnowledgeLink US subsidiary – KL China – organized and operated schools in China to educate the children of expatriates on behalf of KnowledgeLink US. Zhou, working with her subordinate and confidante Xiangke “Frank” Zhou (“Frank Zhou”), illegally transferred that subsidiary to a company Frank Zhou owns and holds it on behalf of Zhou. Zhou and Frank Zhou completed the transfer using forged documents. Both Zhou and Frank Zhou have refused to return the assets and Frank Zhou has been indicted for his undeniable theft. That notwithstanding, and despite her fiduciary duties and instruction from the majority shareholders and board of directors, Zhou has refused to undertake any action or communication to promote KnowledgeLink US’s efforts to recover the stolen assets. She has, instead, sided with her co-conspirator, has refused to condemn the theft, has lied to the agencies prosecuting Frank Zhou to protect him from incarceration, and continues to support Frank Zhou despite his obvious defalcation. The evidence will establish that Zhou and Frank Zhou conspired to steal KnowledgeLink US’s business in China; indeed that Zhou had long planned to leave

KnowledgeLink US and focus her efforts on competing against KnowledgeLink US using the stolen assets as the cornerstone of her and Frank Zhou's new business.

Zhou also conspired with Frank Zhou to misappropriate control of a school in China, KnowledgeLink International School of Chongqing Bashu ("KLIS"), that had been organized and sponsored by KL China at the direction of KnowledgeLink US, preventing KnowledgeLink US from regaining control of KLIS after a Chinese agency returned ownership of KL China to KnowledgeLink US. Zhou and Frank Zhou also conspired to siphon funds away from KL China and to misappropriate KnowledgeLink US's intellectual property, and Zhou used her corporate credit card to pay personal expenses and purchase personal items.

KnowledgeLink US, Lin, and Gao are seeking damages for Zhou's breaches of her fiduciary duties to them. The damages sought include the (1) loss of cash in KnowledgeLink US and KL China accounts, (2) lost value of KnowledgeLink International School ("KLIS"), KLIS' brand name and curriculum value, (3) lost profits from lost schools in China and from services to KLIS, (4) lost money that Zhou and Frank Zhou transferred away from KL China, (5) intellectual property that Zhou transferred to Frank Zhou's company, (6) costs and expenses that KnowledgeLink US expended in China to recover and retain KL China and its remaining assets, and (7) incremental costs as allowed by KnowledgeLink US's bylaws.

KnowledgeLink US's 2018 Action

KnowledgeLink US expects to present the following evidence in support of its claims: Christine Lin ("Lin"), Steven Gao ("Gao"), and Zhou formed KnowledgeLink US, a limited liability company, in 2014 and divided the equity between Lin and Zhou, 70% and 30% respectively. Currently, Lin and Gao collectively own 70% of KnowledgeLink US and Zhou owns 30%.

At its formation, Zhou was designated President and CEO of KnowledgeLink US. In these positions Zhou was responsible for KnowledgeLink US's operations in China. As such, on behalf of KnowledgeLink US in 2014, she established a KnowledgeLink US subsidiary in Chongqing, China and named it Chongqing Nuolin Business Information Consulting Co., Ltd. ("KL China"). KL China was intended to conduct operations in China and to be the organizer of a school for the children of non-citizens in China – KLIS – on KnowledgeLink US's behalf.

In November 2014, KL China entered into an agreement, later amended, with the owner of a school in Chongqing: Bashu Asset. Pursuant to that agreement, KL China organized a school to educate the children of foreign workers with an American curriculum. In July 2015, KL China founded KLIS.

Two years later, on May 16, 2017, Zhou conspired with her subordinate, Frank Zhou, to transfer KL China's equity and assets to Chongqing Beituomengqi Education Information Consulting Service Co., Ltd. ("Beituomengqi") secretly and without consideration, using a forged shareholder agreement and a forged equity transfer agreement. Beituomengqi was and is owned by Frank Zhou and held for the benefit of Zhou and Frank Zhou. Lin and Gao did not discover this transaction occurred until later in 2017 during a routine review of KL China's business documents. When Lin questioned Zhou about this transaction, Zhou provided Lin with additional forged documents. At the time, KL China had over \$1 million in cash and accounts receivable.

Zhou has claimed that she transferred KL China without approval of her fellow owners, Lin and Gao, because KL China was at risk of having its business license revoked due to KnowledgeLink US's failure to fund a capital account with ¥5 million. Zhou also claims that KnowledgeLink US had an obligation to fund a capital account according to the company's

articles of association. But the KL Parties' evidence will show that the Chinese law on which Zhou seeks to rely had been amended years earlier to remove the requirement she cites, and that KL China was able to amend its articles of association to remove the requirement that KnowledgeLink US fund a capital account. In addition, the evidence will show that Lin agreed to transfer \$1 million to fund a capital account for KL China, but that Zhou herself diverted those funds.

Lin and KnowledgeLink US's Board of Directors demanded that KL China and its assets be returned and instructed Zhou to do so. The instruction was ignored; Zhou did nothing to facilitate the return of the assets. After further investigation, KnowledgeLink US's Board removed Zhou as CEO and President. In an effort to keep Zhou from causing further harm to KnowledgeLink US, she was offered the position of Chief Operating Officer, with a salary increase, conditioned on her agreeing not to compete with KnowledgeLink US. Remarkably, Zhou had previously refused to sign a non-competition agreement, and she again refused to do and declined the offer. Consequently, Zhou's employment with KnowledgeLink US then terminated.

Zhou has continued to support Frank Zhou, who refused to communicate with KnowledgeLink US and has used KL China to misappropriate KnowledgeLink US's assets. Zhou has likewise continued to run KLIS for her own benefit, with Frank Zhou installed by her as one of KLIS's trustees.

Not only has Zhou impeded KnowledgeLink US's operation and success through communications to KnowledgeLink US partners and employees, she has also attempted to solicit partners of KnowledgeLink US and she has competed with KnowledgeLink US. The KL Parties also discovered that Zhou hid money from KnowledgeLink US during her employment with the

company and transferred valuable KnowledgeLink US intellectual property to a company owned by her mother and then to Beituomengqi, all in order to compete using stolen assets.

KnowledgeLink US, Lin, and Gao's Counterclaims

Following the parties' lawsuits against each other in 2018, and the initiation of criminal and administrative proceedings against Frank Zhou in China, Zhou and Frank Zhou undertook a series of transactions to maintain Zhou's control over KLIS. When KL China founded KLIS in 2015, KL China had the right as KLIS's organizer to appoint KLIS's board of trustees (the "KLIS Board"). KL China appointed five controlled board members – three direct employees of KnowledgeLink US, the legal representative of KL China, and the Education Manager of St. Mary's School, then KnowledgeLink US's biggest education partner in the United States. Controlling the composition of a school's board of directors is commonly used by the organizers of schools in China to maintain control of the schools they establish and in which they invest.

When Zhou and Frank Zhou transferred ownership of KL China to Frank Zhou's company, Zhou gained effective control of KLIS – because she was its legal representative and Frank Zhou controlled KL China, KLIS's organizer. Zhou cemented that control by appointing new trustees to the KLIS Board who had no relationship with KnowledgeLink US. In addition to Zhou and Frank Zhou, who had already been trustees and breached their duties of loyalty to KnowledgeLink US, Zhou voted to appoint three new KLIS Board members, none of whom had any relationship with KnowledgeLink US. Zhou did not disclose any of these appointments to KnowledgeLink US, Lin, or Gao, nor did she seek their input or agreement.

On March 19, 2020, Zhou, on behalf of KLIS, signed and submitted an "Application for Registration of KL International School of Chongqing Bashu [KLIS] to the Ministry of Civil Affairs of the Peoples Republic of China" ("2020 Application"). In support of the 2020 Application, Zhou submitted a "Letter of Commitment for Donation" that she signed on behalf

of KL China. The letter was backdated to 2015, but it could not have existed at that time. The 2020 Application also attached purported “Minutes of the first meeting of the first council of [KLIS],” which were dated September 25, 2019 and signed by Zhou, Frank Zhou, and three other board members. The September 25, 2019 Minutes stated that the board – including Zhou – had “passed the Articles of Association” of KLIS and that “May X. Zhou shall be the legal representative and chairman of the council.” Even though KLIS’s Charter directed that “[t]he first session of the council and its head shall be elected by the organizer” and that KL China had the right as organizer to “[m]ak[e] the school’s Articles of Association,” Zhou never notified KnowledgeLink US or sought its input on KLIS’s articles of association, the composition of the board, or her own appointment as chairman.

The 2020 Application described Zhou personally as the “sponsor” of KLIS. It attached revised Articles of Association that renamed KLIS’s organizer. And it described Frank Zhou as the “director” of KL China. Zhou knew that KnowledgeLink US disputed each of these changes, yet she sought to ratify them through the 2020 Application.

On December 23, 2021, the Market Supervision Bureau approved KnowledgeLink US’s petition and returned KL China to KnowledgeLink US, reasoning in substance that Frank Zhou had in fact stolen the subsidiary. By then, the Ministry of Civil Affairs, unaware of the forged documents supporting the 2020 Application, had approved that application and KLIS’s amended charter. KLIS therefore remained outside the reach of KnowledgeLink US, increasing the damage that Zhou had already caused.

Zhou also conspired with Frank Zhou to drain KL China of funds and misappropriate KnowledgeLink US’s intellectual property. Between 2015 and 2020, KL China executed

approximately 26 transactions in which it transferred approximately 15.6 Million RMB to KLIS. Zhou disclosed only two of those transactions to KnowledgeLink US, Lin, and Gao.

Using Beijing Nuolin, a company Zhou controlled and had not disclosed to KnowledgeLink US, Lin, or Gao, Zhou applied for and secured at least two tradenames or trademarks used by KnowledgeLink US. Zhou subsequently directed Beijing Nuolin to transfer those tradenames and trademarks to Chongqing Beituomengqi, the company Frank Zhou owns and to which he transferred control of KL China. Those tradenames and trademarks remain in the control of Frank Zhou.

Zhou and Frank Zhou established multiple companies in China to compete with KnowledgeLink US and to transfer money away from KL China, including (1) Chongqing Beituomengqi, (2) Chongqing Ligan Education Technology Co. Ltd, (3) Chongqing Aimosen Education Technology Co., Ltd, (4) Shanghai Boshu Education Technology Co., Ltd, (5) Guangzhou Zhilun Education Information Consulting Co., Ltd, (6) Guangzhou Ruihong Education Consulting Co., Ltd, (7) Beijing Huifeng Education Technology Co., Ltd, (8) Chengdu Aisendemeng Education Consulting Co., LTD, and (9) Shanghai Aofeng Textile Finishing Co., LTD. These nine companies are controlled by Frank Zhou directly or by family members or trusted associates such as Wang Long. Each of these companies received funds from KnowledgeLink US through KL China or other entities controlled by Zhou and Frank Zhou and/or transacted business with KL China and KLIS while Zhou and Frank Zhou controlled KL China. These companies competed and compete with KnowledgeLink US, including currently operating the Guangya School, a former partner school of KnowledgeLink US.

Zhou also used her company credit card for personal expenses. These unauthorized charges included, for instance: \$1,046.25 at Canada Goose Boston Ladies Mystique; \$629.00 at

Chanel; \$833.75 at Ermenegildo Mans Clothing; \$812.69 at Ferragamo Natick; \$933.63 at Tumi Stores; and \$4,636.91 at CVS Pharmacy.

III. AGREED SUGGESTED DESCRIPTION OF THE CASE¹

The following description is agreed to only as of the date of this Joint Pre-Trial Memorandum. Zhou believes it will be necessary to revise the agreed suggested description of the case after discovery is complete and reserves her right to do so. KnowledgeLink/KL US, Lin, and Gao reserve the right to revise the agreed suggested description if new facts are discovered.

Between 2009 and 2015, Lin and Gao (a married couple) and Zhou established a group of entities involved in international education, including KnowledgeLink/KL US, the Cambridge Institute of Business Research, Inc. ("CIBR"), and other affiliated entities comprising the "Cambridge Network." Zhou holds a 30% interest in each company while Lin and Gao collectively hold a 70% interest.

Zhou claims that Lin and Gao wrongfully froze her out of the companies. Zhou alleges that *the companies* terminated her from KnowledgeLink/KL US and CIBR. Zhou also alleges that Lin and Gao operated as *partners* and denied her income from the companies, including shareholder distributions, salary, and bonuses. Zhou has claims against Lin and Gao for breach of their fiduciary duties to Zhou as a minority shareholder.

Zhou also claims that she has a contract with Lin that Lin breached under which she is entitled to 40% of all KnowledgeLink/KL US profits and the right to run KnowledgeLink/KL US with full autonomy and without interference from Lin and Gao.

¹ The parties' differences are redlined with the KL Parties' proposed language in red and blue.

Zhou also claims that Lin and Gao issued false and defamatory communications concerning Zhou related to Zhou's termination from KnowledgeLink/KL US. Zhou has claims against Lin and Gao for defamation and tortious interference with business relationships based on these communications.

Zhou also asserts claims on behalf of KnowledgeLink/KL US and CIBR against Lin and Gao. Zhou alleges that Lin and Gao breached their fiduciary duties to the corporations by paying themselves excess salaries and bonuses, entering into improper loans and contracts with or on behalf of the companies, improperly converting business opportunities for their own benefit, misappropriating money from KnowledgeLink/KL US and CIBR, evading taxes in the United States and China, and bribing Chinese officials.

Lin and Gao deny these allegations.

KnowledgeLink/KL US, Lin, and Gao allege that in May 2017, without the board of directors' approval and over their objection, Zhou authorized and participated in the transfer of one of KnowledgeLink/KL US's subsidiaries ("Chongqing Knowledge KL China") to a company owned by one of Zhou's co-workers, Frank Zhou. KnowledgeLink/KL US, Lin, and Gao further allege that Zhou refused to return Chongqing Knowledge KL China under its assets to KnowledgeLink/KL US. KnowledgeLink/KL US, Lin, and Gao are suing Zhou to recover the value of the assets taken from them and other harm to the business.

KnowledgeLink/KL US, Lin, and Gao also claim that Zhou conspired with Frank Zhou to misappropriate control of a school in China, KnowledgeLink International School of Chongqing

Bashu ("KLIS"), that had been organized and sponsored by KnowledgeLink/KL China at the direction of KnowledgeLink/KL US, preventing KnowledgeLink/KL US from regaining control of KLIS after a Chinese agency returned ownership of KnowledgeLink/KL China to KnowledgeLink/KL US. KnowledgeLink/KL US, Lin, and Gao further allege that Zhou conspired with Frank Zhou to siphon funds away from KL China to misappropriate KnowledgeLink/KL US's assets, and that Zhou used her corporate credit card to pay personal expenses and purchase personal items.

Zhou denies these allegations.

IV. MOTIONS PENDING IN 2023 ACTION (2384CV01294)

A. Motions Addressed in the Parties' Joint Memorandum Presenting Arguments on Discovery Issues

Pursuant to the Court's Orders dated December 14, 2023 (1884CV02607 Dkt. No. 181) and December 15, 2023 (1884CV02607 Dkt. No. 182), on December 18, 2023, the parties filed the Parties' Joint Memorandum Presenting Arguments on Discovery Issues (2384CV01294 Dkt. No. 10) ("Joint Memo"), [Proposed] Order on Discovery Issues ("Proposed Order"), and Joint Appendix to Parties Joint Memorandum Presenting Arguments on Discovery Issues ("Joint Appendix"). The Joint Memo contains the parties' arguments on discovery and other issues, and the Proposed Order contains the parties' competing proposed orders on these issues. The Joint Appendix contains a limited set of exhibits that may be useful to the Court's decision on the issues raised in the Joint Memo. All issues raised in the Joint Memo are still pending.

The issues raised in the Joint Memo are:

Part I. By letter-motion dated December 11, 2023, the KL Parties moved to amend their Counterclaims, and KnowledgeLink/KL US moved to amend its Complaint for Contempt. (Joint Memo at 2-9; Proposed Order at 2-3.)

Part II(B): By letter dated November 10, 2023, Zhou seeks to compel responses to RFPs 1, 3, 11, 14, 15, 19, 22, 23 to Derivative Plaintiff May X. Zhou's First Set of Requests for the Production of Documents, to which the KL Parties objected in full. Zhou also seeks to overrule the KL Parties objections to RFPs 4, 5, 6, 7, 8, 9, 10, 12, to which the KL Parties objected in part. (Joint Memo at 10-36; Proposed Order at 3-8.)

Part II(C): By letter dated November 10, 2023, Zhou seeks to compel further responses to Interrogatory Nos. 9, 13, 16, 17, 20, 22 to Derivative Plaintiff May X. Zhou's First Set of Interrogatories, to which the KL Parties objected in full. Zhou also seeks to compel further responses to Interrogatory Nos. 1, 2, 3, 4, 5, 6, 7, 8, 10, 14, 18, 19, 23, to which the KL Parties objected in part. (Joint Memo at 37-55; Proposed Order at 9-14.)

Part II(D): Zhou seeks to overrule KnowledgeLink/KL US's objections to Topics 1, 4, 20, and 25 (CIBR topics 1, 4, 19, 24, and 33) in Attachment A to Zhou's Notice of Taking of Deposition of Derivative Defendant KnowledgeLink Group, Inc., to which KnowledgeLink/KL US objected in full. Zhou also seeks to overrule KnowledgeLink/KL US's objections to Topics 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 22, 27, 29, 30, 31, 32, 34, 35, 36, 37, 38, 43 and 44 (CIBR topics 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 18, 21, 26, 28, 31, and 34), to which KnowledgeLink/KL US objected in part. (Joint Memo at 56-63; Proposed Order at 14-15.)

Part III(E): By letters dated November 20, 2023 and December 11, 2023, the KL Parties seek to compel Zhou, Jim Zhou, and JSMZ to search the documents of Jim Zhou, JSMZ, and Chongqing Guiben. The KL Parties seek to overrule Zhou's objections to making Jim Zhou and the officers of JSMZ and Guiben Zhou document custodians. Alternatively, the KL Parties seek the same documents by third-party subpoenas to JSMZ and Jim Zhou. (Joint Memo at 63-69; Proposed Order at 16-17.)

Part III(F): By letter dated November 20, 2023, the KL Parties seek an order compelling Zhou to search and produce document from documents in the possession, custody, or control of KLIS to the extent Zhou has the ability to access such documents and for her and her counsel to certify that she has done so. (Joint Memo at 69-71; Proposed Order at 17-18.)

Part III(G): By letter dated November 20, 2023, the KL Parties seek to compel further responses to Interrogatory Nos. 1 and 10 to KnowledgeLink Group, Inc. Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou, to which Zhou objected in part. (Joint Memo at 71-74; Proposed Order at 18-19.)

Part IV(H): By letter dated November 10, 2023, Zhou seeks to compel the KL Parties to run certain search terms, timeframes and custodians that she has proposed. (Joint Memo at 74-88; Proposed Order at 19-20.)

Part IV(I): By letter dated November 20, 2023, the KL Parties seek to compel Zhou to run certain search terms, timeframes and custodians that they propose. (Joint Memo at 88-103; Proposed Order at 20-22.)

Part V(J): By letter dated November 29, 2023, the parties seek clarification on footnote 7 to the Court's September 15, 2023 Scheduling Order (the "September 2023 Scheduling Order") concerning depositions, specifically, whether 30(b)(6) depositions count toward the five-deposition limit and are limited to seven hours per witness. (Joint Memo at 104-105; Proposed Order at 22-23.)

Part V(K): By letter dated November 29, 2023, the parties seek to revise the deadline for 30(b)(6) depositions set forth in the September 2023 Scheduling Order. (Joint Memo at 105-106; Proposed Order at 23.)

Part V(L): The parties seek clarification on the scope of Paragraph 4(c)(iii) of the September 2023 Scheduling Order.² (Joint Memo at 106; Proposed Order at 23-24.)

Part V(M): Pursuant to paragraph 4(c)(i) of the September 2023 Scheduling Order, the parties were to engage in certain automatic discovery. Zhou has sent a deficiency letter to the KL Parties relating to their automatic discovery. The issue has not been the subject of one-page letters to the Court. (Joint Memo at 107-113; Proposed Order at 24.)

Part V(N): By Endorsement Order dated November 15, 2023, the Court ordered the parties to consider “the wisdom of the Court’s appointing a discovery master.” (Joint Memo at 113-114; Proposed Order at 25.)

Part V(O): The parties seek a new procedure to resolve future disputes. (Joint Memo at 115-116; Proposed Order at 25.)

Part V(P): The parties dispute whether and to what extent the deadlines in the September 2023 Scheduling Order should be amended. (Joint Memo at 115; Proposed Order at 26.)

B. Motions Filed Since the Parties Submitted the Joint Memo

The KL Parties served a Motion for a Protective Order to Quash Subpoenas Duces Tecum [Case No. 1884CV02607, Dkt. No. 183]. Zhou opposed that motion and cross-moved in response through Rule 9A, serving a Cross Motion to Extend the Deadlines in the Scheduling Order [Case No. 1884CV02607, Dkt. No. 185]. The Rule 9A Package was filed on March 13, 2024.

V. STATEMENT OF SIGNIFICANT LEGAL ISSUES

The parties disagree as to whether it is appropriate at this stage in the case to include a statement of significant legal issues for the 2023 Action.

² Paragraph 4(c)(iii) states:

“Updated ESI served 10/13/23

1. Parties produce update the searches ordered by the Court on 9/24/21.”

A. Zhou's Position Regarding a Statement of Significant Legal Issues

As noted above, the Notice to Appear enumerates four required categories of information that the Court requested. This list did not include a statement of significant legal issues, and Zhou therefore does not believe such a statement is required under the Notice to Appear, nor does she believe it would be appropriate given the early stages of the 2023 Action. For the reasons discussed above, the 2023 Action does not even have a complete set of operative pleadings, let alone full discovery of key evidence. It is therefore too premature for Zhou to provide a statement of the significant legal issues.

Nonetheless, given the history of the case and Zhou's belief that the counterclaims asserted against her in the 2023 Action are unfounded (and would continue to be unfounded even if the KL Parties' Motion to Amend were granted), Zhou anticipates that she may file a motion for sanctions against the KL Parties.

B. KnowledgeLink/KL US, Lin, and Gao

A explained more fully in Part II(B), above, the KL Parties are including a statement of significant legal issues as required by Standing Order 1-88.

1. Statute of Limitations

Zhou asserts eight counts against Lin and Gao: two counts for diversion of corporate opportunities (Counts I and II); two counts for conversion (Counts III and IV); two counts for breach of fiduciary duty (Counts V and VI); and two counts for declaratory judgment (Counts VII and VIII). All of Zhou's claims sound in tort, and so are subject to a three-year statute of limitations. M.G.L. c. 260 § 2A; Houle v. Low, 407 Mass. 810, 812 (1990) (untimely freezeout claims for "fraud, breach of fiduciary duty, and misappropriation of corporate opportunities" "governed by G.L. c. 260, § 2A"). A tort claim "accrues . . . when a plaintiff knows (or in the case of the discovery rule, should know) facts sufficient to make a causative link between the

fiduciary's conduct and the beneficiary's actual injury.” *Doe v. Harbor Schools, Inc.*, 446 Mass. 245, 256 (2006). The plaintiff, however, need not know the full extent of the injury before the statute begins to run. *Olsen v. Bell Tel. Lab., Inc.*, 388 Mass. 171, 175 (1983) (“If knowledge of the extent of injury were to control the accrual of a cause of action, the fixed time period of statutes of limitations effectively would be destroyed.”); *Beaconsfield Townhouse Condo. Tr. v. Zussman*, 49 Mass. App. Ct. 757, 762 (2000). Massachusetts courts “attribute[] knowledge to a plaintiff who had actual knowledge of the facts, or had the means to acquire such facts, in circumstances where the probability of wrongdoing was so evident that possession of the means was equivalent to actual knowledge.” *Demoulas v. Demoulas Super Markets, Inc.*, 424 Mass. 501, 520 n.25 (1997).

Zhou has known of the claims she now asserts for years. She previously sought to make them part of the 2018 Actions, and she served derivative demand letters in March 2020 – but declined to press those claims – based on the same issues.

2. Laches

Laches is an “unjustified, unreasonable, and prejudicial delay in raising a claim.” *Colony of Wellfleet, Inc. v. Harris*, 71 Mass. App. Ct. 522, 531 (2008); see *Richardson v. Board of Appeals of Chilmark*, 81 Mass. App. Ct. 912, 914 (2012) (“as a matter of equity, the doctrine of laches independently justifie[d] summary disposition” where plaintiff “had actual or chargeable knowledge of the alleged zoning by-law violation” but “failed to raise the issue until almost five years later”). Document discovery in the 2018 Actions closed on October 29, 2021. Depositions were completed on December 22, 2021. Zhou cannot claim that she learned any new, relevant information after those dates. Zhou has known about everything she alleges in the Derivative Complaint since at least the close of discovery – in fact, for much longer.

3. Exclusion of Zhou's Expert Witnesses

Pursuant to the September 2023 Scheduling Order, Zhou was required to disclose her initial expert reports on March 8, 2024. Mass. R. Civ. P. 26(b)(4)(A) required Zhou to “identify each person whom the other party expects to call as an expert witness at trial, to state the subject matter on which the expert is expected to testify, and to state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.” Zhou served disclosures for Craig Jalbert and Stephen Kirkland. Those disclosures did not “state the substance and facts” on which those experts were expected to testify or summarize the grounds for those opinions. Neither expert disclosed a damages opinion. Neither expert identified specific transactions that they considered to be improper or explained why such transactions were improper. Neither expert disclosed the Bates numbers of documents which they had reviewed. And neither expert disclosed what methodology they had relied upon in reaching their opinions.

Rather than disclose her expert's opinions, Zhou took the opportunity to repeat her serial complaint that she needs more documents. Zhou's complaint is meritless. Zhou has had more than five years of discovery concerning the Cambridge Network's and Lin and Gao's financial information, corporate structure, and related matters. “Trial judges have broad discretion . . . to exclude or deny expert testimony ... and to exclude testimony of witnesses.” Mattoon v. City of Pittsfield, 56 Mass. App. Ct. 124, 131 (2002); GPH Cohasset, LLC v. Trustees of Reservations, 85 Mass. App. Ct. 555, 561 (2014) (excluding expert testimony where experts were not disclosed until four months prior to trial in joint pretrial memorandum).

4. Exclusion of Zhou's Rebuttal Expert Witness

Zhou's rebuttal expert witness, Professor Shaowei Lin, relies on documents that Zhou has not produced, recites and relies on facts that have no basis in the record, opines on the motives and

actions of non-parties without any factual basis, and offers opinions that do not rebut any opinion offered by Arlo Kipfer, KnowledgeLink US, Lin, and Gao's expert, but instead seek to bolster Zhou's defenses in the 2018 Actions.

VI. LEGAL ISSUES PENDING IN 2018 ACTIONS (1884CV2607; 1884CV2736)

On July 24, 2023, the court issued an Order (1884CV2607 Dkt. No. 158) directing the parties to submit a "joint filing proposing a grouping of motions to be heard at one or more separate hearings, the most consequential to settlement to be heard first." On July 28, 2023, the Court issued a Preliminary Order on Motions (1884CV2607 Dkt. No. 159.) The Preliminary Order addressed the twenty-two motions in *limine* that the parties had filed. On August 4, 2023, the parties filed a Joint Submission Regarding Oral Argument (1884CV2607 Dkt. No. 162), in which one or more parties identified seven motions in *limine* that the party or parties believed should be prioritized at oral argument:

- i. Zhou's Motion – Dismissed Counts (Docket No. 100) (Preliminary Order at 4-5);
- ii. Zhou's Motion – Exclude Changsong Hu (Docket No. 104) (Order at 6-8) (KL Parties only);
- iii. Zhou Motion - Renewed Motion for Sanctions (Docket No. 106) AND KnowledgeLink Group Inc., Lin and Gao's Motion – Destroyed or Secreted Documents (Docket No. 133) (Order at 8, 13-14) (Zhou only);
- iv. Lin, Gao, and KnowledgeLink/KL US's Motion – Actions by Lin and Gao for Which Zhou Has Not Identified Any Damages (Docket No. 119) AND KL's Motion – November 22, 2022 Derivative Demand Letter (Docket No. 137) (Order at 11-12, 14);
- v. Lin and Gao's Motion – Undisclosed Damages Concerning KnowledgeLink/KL US's Profits (Docket No. 128) (Order at 13) (Zhou only).

The Court has not heard argument on the seven priority motions in *limine* or any other.

The Court has not issued any further Order on the motions in *limine*.

On August 2, 2023, the KL Parties filed Xinwei “Christine” Lin, Jianxin “Steven” Gao, and KnowledgeLink Group, Inc.’s Submissions Concerning Jury Instructions (1884CV02736 Dkt. No. 28), and Zhou filed May Zhou’s Submission Concerning Jury Instructions (1884CV02607, no docket number). Those submissions include competing jury instructions concerning Lin and Gao’s conditional privilege to defame Zhou.

VII. WITNESSES

A. Zhou’s Witnesses

1. May Zhou – 29 Bay State Road, Boston, MA 02215
2. Jim Zhou – 29 Bay State Road, Boston, MA 02215
3. Xinwei “Christine” Lin – 35 Preston Road, Lexington, MA 02420
4. Jianxin “Steven” Gao – 35 Preston Road, Lexington, MA 02420
5. Dequan “Dan” Xiao – 45 Winslow Road, Westwood, 02090
6. Kai-Yao Chuang – 50 Williams Road, Lexington, MA 02420
7. Craig Gainsborow – 212 Chestnut Street, Newton MA 02465
8. Korin Ihloff – 88 Pine Street, Natick MA 01760
9. Paula Cargill – 837 Dale Street, North Andover, MA 01845
10. Peter Szechenyi – 4208 Expedition Way, Osprey, FL 34229
11. Shane Forster – 11511 State Line Road, Kansas City, Missouri 64114
12. Tyler Tracy
13. Barbara Liang
14. Beilei Zhang
15. Ivy Zhong
16. Alex Wang
17. Anna Ge

18. Jixiong "Ben" Wu
19. Liang An
20. Long Wang
21. Frank Zhou
22. Juanjuan "Judy" Zhao
23. Jingdong Li
24. Jianzhong Gao
25. Kejing "Frank" Wang
26. Carl Blanchard
27. Accountants from Chongqing Hengming Certified Public Accounts
28. Frank Phillips
29. Ye "Sarah" Guo
30. Zhiming "Zec" Dai
31. Jian Yang
32. Qian "Cindy" Li
33. Ziving "Tracy" Tan
34. Denisia Golesteanu

B. KnowledgeLink/KL US, Lin, and Gao's Witnesses

1. Christine Lin
c/o counsel at Donnelly, Conroy & Gelhaar, LLP
260 Franklin Street, Suite 1600
Boston, Massachusetts 02110
2. Steven Gao
c/o counsel at Donnelly, Conroy & Gelhaar, LLP
260 Franklin Street, Suite 1600
Boston, Massachusetts 02110

Mr. Gao will require the use of a translator.

3. May Zhou
c/o counsel at Fitch LLP
84 State Street
Boston, MA 02109

Ms. Zhou will require the use of a translator.

4. Carl Blanchard
Adler Blanchard & Associates
27 Cambridge St # 201
Burlington, Massachusetts 01803

5. Peter Szechenyi
4208 Expedition Way
Osprey, Florida 34229

6. Dan Xiao
45 Winslow Road
Westwood, Massachusetts 02090

7. Craig Gainsboro
212 Chestnut Street
Newton, Massachusetts 02465

8. Shane Foster
The Barstow School
11511 State Line Road
Kansas City, MO 64114

9. Kai Chuang
50 Williams Road
Lexington, MA 02420

Mr. Chuang will require a translator.

10. Paula Cargill
837 Dale Street
North Andover, MA

11. Liang An
Flr 17, Bldg 1, No 383 Taiguhui, Tianhe Rd.
Tianhe District, Guangzhou City, Guangdong Province

Liang An will require a translator.

12. Li Jingdong
Rm 7042, Unit 7, Bldg 1, No. 36 Zengguang Rd.
Haidian District, Beijing

Li Jingdong will require a translator.

13. Anna Ge
Rm 401, No. 108, 6888 Alley, Jiasongzhong St.
Qingpu District, Shanghai

Ms. Ge will require a translator

14. Peter Gangemi
381 Gangnam-daero, # 1009, Seocho-gu
Seoul, Republic of Korea

15. Frank Phillips
St. Mary's School, 816 Black Oak Dr.
Medford, Oregon 97504

16. Bob Maguire
331 E Hartford Ave
Uxbridge, MA 01569

17. Zhen Cai
44 Crestwood Dr.
Clayton, MO 63105

Zhen Cai will require a translator.

18. Mark Williams
Madison, WI

19. Jack Phalen
Hopkinton, MA

20. Frank Zhou

Frank Zhou will require a translator.

21. Wang Long

Wang Long will require a translator.

22. Tang Hua

Tang Hua will require a translator.

23. Juanjuan (Judy) Zhao

Juanjuan Zhao will require a translator.

VIII. EXPERT WITNESSES

A. Zhou's Expert Witnesses

1. Jimmy Pappas
2. Xialin Zhou
3. Craig R. Jalbert
4. Stephen D. Kirkland
5. Shaowei Lin

B. KnowledgeLink/KL US, Lin and Gao's Expert Witnesses

1. Peter Resnick, CPA/CFF, CFE
2. Attorney Changsong Hu
3. Arlo Kipfer
4. Richard Smith

IX. AGREED TRIAL SCHEDULE

A. Trial Type and Rule 20 Statement

All parties are willing to waive a jury trial if trial is scheduled to begin in 2024. The parties also agree that a bench trial can be conducted over non-consecutive weeks to facilitate the Court's and the parties' schedules in 2024. The parties estimate that, compared to a jury trial, a bench trial would be one week shorter for half days. The parties also expect that many of the witnesses will require Chinese translators at trial.

KnowledgeLink/KL US, Lin, and Gao do not agree to waive a jury trial if doing so does not allow for a 2024 trial date.

B. Estimated Length of Trial

The September 2023 Scheduling Order provides for fifteen full days of trial (June 10 to June 28, 2024). Zhou estimates that a bench trial can be completed in fifteen full days or twenty-five half days. The KL Parties estimate that a bench trial can be completed in thirteen full days or twenty half days. The parties estimate that a jury trial would be one week longer for half days.

C. Proposed Dates

KnowledgeLink/KL US, Lin, and Gao believe a trial can start in July 2024 (and remain prepared to try the case on the currently scheduled dates of June 10-28, 2024). Zhou believes trial cannot start until three to five months after the Court decides the issues raised in the Joint Memo and subsequent motions. Zhou does not believe this case will be ready for trial prior to October 2024. The below proposed dates beginning in October 2024 are therefore subject to Zhou's assumption that the outstanding issues have been resolved at least three to five months beforehand.

The KL Parties are available to start trial on the following dates prior to October 2024:

- i. June 10-June 28
- ii. July 8-July 26
- iii. September 30-October 4

All parties are available to start trial on the following dates in or after October 2024:

- iv. October 21-November 1
- v. November 25-December 11

The parties are also generally available after 2024 during dates that fit with the Court's schedule.

X. SETTLEMENT CERTIFICATION

The parties have conferred and discussed the possibility of settlement. The parties participated in a full day mediation on February 11, 2020, but settlement was not reached. Since

that mediation, the parties have had two in-person negotiations at the courthouse, most recently on August 25, 2023. The parties' respective positions on settlement are too far apart for this case to be amenable to further mediation.

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MAY ZHOU,

By her attorneys,

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PLAINTIFFS CHRISTINE “XINWEI” LIN
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Exhibit A

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

THE SUPERIOR COURT

May X. Zhou	)
Plaintiff,	)
	)
v.	)
	)
Xinwei "Christine" Lin, and	)
Jianxin "Steven" Gao	)
Defendant.	)
	)
KnowledgeLink Group, Inc.	)
Plaintiff,	)
	)
v.	)
	)
May Zhou,	)
Defendant.	)
	)

C.A. No. 18-02607
C.A. No. 18-02736

AGREED STATEMENT OF FACTS

1. On or about June 12, 2013, KnowledgeLink Group, Inc. ("KnowledgeLink US" or "KnowledgeLink") was formed as a Massachusetts corporation.
2. KnowledgeLink US seeks to increase access to educational opportunity in China by providing students there with academic and cross-cultural opportunities and engages in cooperative education projects in China and offers dual-diploma programs along with US-based schools. KnowledgeLink US recruits and hires teachers to teach in schools in China, and engages in other agreements to support its Chinese operations.
3. Currently, Christine Lin ("Christine"), Steven Gao ("Steven") and May Zhou ("May") own KnowledgeLink US. Currently, Christine and Steven own 70% of the company and May owns 30%.

4. May was CEO of KnowledgeLink US from its inception on June 12, 2013, through June 8, 2018.
5. May became President of KnowledgeLink US on June 12, 2013.
6. May was a director of KnowledgeLink US from 2013 until August 2018.
7. On or about April 16, 2009, the Cambridge Institute of China Business Research, Inc. was formed as a Massachusetts corporation.
8. In 2015 the name of the business was changed to The Cambridge Institute of Business Research ("CIBR").
9. Christine and Steven own 70% and May owns 30% of CIBR.
10. Between 2009 and 2015, several additional entities were formed referred to as "The Cambridge Network."
11. For the Cambridge Network entities, Lin and Gao collectively own a 70% majority and May owns the remaining 30%.
12. May received approximately \$3.1 million in dividends from 2009 to 2018 from the Cambridge Network entities.
13. In 2014, KnowledgeLink US established a subsidiary named Chongqing Nuolin Business Information Consulting Co., Ltd. ("Chongqing Nuolin") in China.
14. The purpose of this subsidiary was to facilitate KnowledgeLink's business in China.
15. At the time of establishment, Chongqing Nuolin was a foreign-funded enterprise owned by KnowledgeLink US.
16. On November 27, 2014, the Chongqing Yuzhong District Foreign Trade and Economic Relations Commission (the "Foreign Trade Commission") approved the Articles of Association of Chongqing Nuolin.

17. In September of 2014, May hired Xiangke Zhou ("Frank Zhou") as a marketing director for CIIR's Chinese business in China.
18. May and Frank Zhou are not relatives.
19. KnowledgeLink US entered into an International School Project Cooperation Agreement with Chongqing Bashu Asset Operation & Management Co., Ltd., dated November 2014.
20. KnowledgeLink US entered into a Memorandum with Chongqing Bashu Asset Operation & Management Co., Ltd. dated January 31, 2016, modifying the International School Project Cooperation Agreement.
21. The license to operate KnowledgeLink International School of Chongqing Bashu ("KLIS") was issued in July 2015.
22. The purpose of KLIS educates the children of expatriates in China.
23. Since July 2015, May has been Chairwoman of the Board of Trustees of KLIS.
24. May remains the Chairwoman of the Board of Trustees of KLIS.
25. Since July 2015, May has been the designated legal representative for KLIS.
26. May remains the legal representative of KLIS.
27. May executed a power of attorney dated May 1, 2016 to Frank Zhou.
28. May appointed Frank as the General Manager and the Legal Representative of Chongqing Nuolin in 2016.
29. In 2016, Frank Zhou became a member of the KLIS Board of Trustees.
30. Frank Zhou remains a member of the KLIS Board of Trustees.
31. In September 2016, Frank Zhou formed a company in China called Chongqing BeituoMengqi Education Information Consulting Service Co., Ltd. ("BeituoMengqi").

32. On May 22, 2017, Frank Zhou submitted an application to have the Chinese government change Chongqing Nuolin's ownership from KnowledgeLink US to Beituomengqi.
33. The application attached a document titled "[Chongqing Nuolin] Shareholder Resolution" dated May 16, 2017.
34. May did not sign the Shareholder Resolution.
35. The application attached a document titled "Equity Transfer Agreement of [Chongqing Nuolin]" dated May, 16, 2017.
36. May did not sign the Equity Transfer Agreement.
37. On June 16, 2017, Chongqing Nuolin's equity and assets were transferred to Beituomengqi without consideration and without the knowledge of Lin and Gao.
38. Christine and Steven did not learn of the ownership change until June 2017, when Christine became aware through the National Enterprise Credit Information Publicity System in China that ownership of Chongqing Nuolin had been transferred to Chongqing Beituomengqi.
39. In or about July 2017, Christine told May that ownership of Chongqing Nuolin had been changed from KnowledgeLink US to Beituomengqi.
40. The Board of KnowledgeLink US directed May to transfer ownership of Chongqing Nuolin back to KnowledgeLink US.
41. In October 2017, the Board met and discussed contractors of KnowledgeLink US, including Chongqing Nuolin.
42. On March 9, 2018, KnowledgeLink US's Board met and passed a motion to "open a new company in China to take over the operation functions of [Chongqing Nuolin]."

43. On May 18, 2018, the KnowledgeLink US Board met and passed the following Motion over May's objection: "Restore ownership representing shareholder's rights and interests in China by transferring assets from [Chongqing Nuolin] to [Shanghai Tuohui]. Ms. Zhou in her capacity as [KnowledgeLink's] representative in China leader is directed to execute that restoration no later than August 31, 2018."
44. On May 18, 2018, the KnowledgeLink US Board elected Steven Gao as chairman of the Board of Directors over May's objection.
45. On June 8, 2018, the Board passed a motion, over May's objection, defining the "position and duties of the office of the President and Chief Executive Officer ('CEO'), presently held by Christine Lin."
46. On June 11, 2018, KnowledgeLink US sent May a letter offering her the position of Chief Operating Officer of KnowledgeLink US at an annual compensation of \$250,000.
47. On July 10, 2018, May's employment with KnowledgeLink US was terminated.
48. At the July 13, 2018 KnowledgeLink US Board of Directors meeting, May was directed to provide information relating to the transfer of Chongqing Nuolin.
49. On July 18, 2018, Christine sent Frank Zhou a "Formal Notice of Breach of Contract."
On August 3, 2018, the KnowledgeLink US Board voted on and approved the motion requesting information and documentation from May regarding Chongqing Nuolin.
50. May directed Jingdong Li, the general manager and legal representative of Beijing Meihuida Education Consulting Co., Ltd - Cambridge Network Beijing Branch, to establish Beijing Nuolin International Education Consulting ("Beijing Nuolin") in 2013.
51. In September 2013, Beijing Nuolin was registered in China.

52. At its founding, May's mother was the 70% shareholder of Beijing Nuolin, and Jingdong Li was the 30% shareholder.
53. At its founding, Li Jingdong was Beijing Nuolin's legal representative.
54. At its founding, Beijing Nuolin had registered capital of RMB 500,000, with RMB 350,000 attributed to May's mother and RMB 150,000 attributed to Li Jingdong.
55. The RMB 500,000 in registered capital came from Cambridge Network and being returned back to Cambridge Network in 2014.
56. Christine, on behalf of KnowledgeLink US, sent a letter in Chinese to employees of KnowledgeLink US. KL00289896-906 is a true and accurate copy of this letter.
57. Christine, on behalf of KnowledgeLink US, sent a letter in English to people involved in Chongqing Nuolin's operations. KL00289393-94 is a true and accurate copy of this letter.
58. Christine, on behalf of KnowledgeLink US, sent a letter in English to a partner of KnowledgeLink US. KL00007755-56 is a true and accurate copy of this letter.
59. Christine, on behalf of KnowledgeLink US, sent letters in English and Chinese to partners of KnowledgeLink US. KL00302846-47 is a true and accurate copy of the English letter. KL00302848 is a true and accurate copy of the Chinese letter.
60. Christine and Steven, on behalf of KnowledgeLink US sent a letter in Chinese to partners of KnowledgeLink US. KL00289911 is a true and accurate copy of this letter.
61. The partners referred to in these letters included KnowledgeLink US's partner schools.
62. In late July 2018, Lin also emailed with the President of the Barstow School, Shane Foster.

63. Christine had conversations regarding these letters with certain partner schools that received the letters.

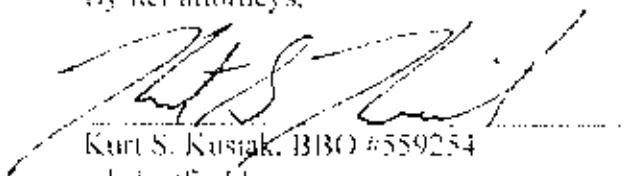
64. On August 14, 2018, the KnowledgeLink US's Board of Directors passed a motion, over May's objection, to remove May as a director of KnowledgeLink US.

65. On September 13, 2018, the Cambridge Institute of International Education's Board of Directors passed a motion to remove May as a director of Cambridge Institute of International Education ("CIIE"). May objected.

Respectfully submitted,

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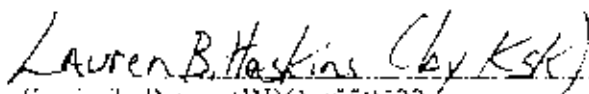
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CERTIFICATE OF SERVICE

I, Kurt S. Kusiak, hereby certify that on August 2, 2023, I caused a true and accurate copy
of the above document to be served via electronic mail on all counsel of record.

Kurt S. Kusiak
Kurt S. Kusiak

Exhibit B

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

THE SUPERIOR COURT

May X. Zhou)
Plaintiff.)
v.)
Xinwei "Christine" Lin, and)
Jianxin "Steven" Gao)
Defendant.)
_____)
KnowledgeLink Group, Inc.)
Plaintiff.)
v.)
May Zhou,)
Defendant.)
_____)

C.A. No. 18-02607 (Lead Case)
C.A. No. 18-02736

JOINT PRE-TRIAL MEMORANDUM

I. AGREED FACTS

See attached Exhibit A.

II. STATEMENT OF THE EVIDENCE

A. May Zhou

The evidence will show that May Zhou, a founder and shareholder of Knowledge Group, Inc. and its affiliated entities, ran KnowledgeLink as its President and CEO and ran it well. Before KnowledgeLink was established, shareholders Christine Lin and May Zhou formed an agreement that allowed May to create and operate KnowledgeLink with autonomy from Christine and to collect 40% of KL's net profit as a bonus. When KnowledgeLink began to perform well, Christine Lin ("Christine") and Steven Gao ("Steven") – May's fellow

shareholders – broke that agreement and froze her out so that they could take control and keep all of the profits for themselves. Christine and Steven fired May and removed her as a director. As a pretense for firing her and freezing her out of her share of the profits of the company, they claim that she mismanaged the company by following the advice of her lawyer and her legal representative on how to comply with Chinese law. Not only did they break their agreement, fire her and cut her out of the profits of the companies she helped build, they tarnished her reputation publicly, defaming her in professional circles by accusing her of criminal misconduct, and interfering with her business relationships.

The evidence will show that there can be no dispute that May reasonably relied on the information she received from KnowledgeLinks’s employees and Chinese lawyer when they told her that Chongqing Nuolin either had to receive a large capital infusion or become a Chinese-owned entity in order to continue to operate in China. KnowledgeLink claims that May breached her fiduciary duty to the company by relying on the advice she received, but the company cannot meet its burden to prove that May was not acting in good faith or in a manner that she believed was in the best interests of the corporation. The company has no evidence to support that claim. To the contrary, as the evidence will show, KnowledgeLink itself admitted in a letter to the Chinese police that May was acting only to “save the company” and to “defend the interests of the company.” May produced more than 300,000 pages including thousands of emails and other documents in this case, and there is no evidence that May acted for her own benefit in any way.

In terminating May and freezing her out of the profits of the company, the evidence will show that Christine, Steven, and the company also breached their agreement with May. The evidence will show that Christine Lin and Steven Gao defamed May, making untrue statements about her and falsely accusing her of criminal conduct. The evidence will show that Christine

Lin and Steven Gao also interfered with May's advantageous business relationships, not only cutting off her source of salary and dividends from KnowledgeLink and its affiliated entities, but trying to ensure that she would not be able to make a living any other way.

KnowledgeLink, along with other affiliated companies, was founded by May and Christine, who agreed that May would run KnowledgeLink, and Christine and Steven would be in charge of other affiliated companies. In 2014, KnowledgeLink formed a subsidiary in China called Chongqing Nuolin ("CN"). In the Articles of Association for CN, KnowledgeLink undertook to deposit registered capital in CN's account in U.S. dollars equivalent to the amount of RMB 5 million,¹ to be paid by KnowledgeLink within two years of the issuance of CN's business license.

In December of 2016, when May was President and CEO of KnowledgeLink, Xiangke "Frank" Zhou (no relation to May), who was the legal representative and General Manager of CN and the Managing Director of China Operations of KnowledgeLink, informed May that CN was facing harsh fines and the potential cancellation of its business license because no foreign capital had been invested in CN within the required investment period. Subsequently, May contacted CN's attorney, Yufei "Marshall" Cao as well as CN's Administrative Manager, Long Wang. They, along with Frank Zhou ("Frank"), all recommended that the foreign currency capital investment was necessary to keep the company legitimate and if KnowledgeLink did not contribute the required capital, then the best way to avoid penalties would be to convert CN from a foreign-invested company to a domestic, Chinese company. Prior to this time, KnowledgeLink and the Cambridge Network had invested in, setup and used many other domestic Chinese companies and assigned the owners and legal representative of those companies to conduct

¹ RMB is the renminbi, the official currency of the People's Republic of China. A "yuan" is the name of a unit of the renminbi currency.

business in China. These owners and representatives typically had no contract with KnowledgeLink or the Cambridge Network and were not employees of KnowledgeLink or the Cambridge Network. May was, therefore, familiar with the structure and had no reason to believe that it would cause any problems.

May told her fellow shareholder, Christine, about the advice she had been given, but Christine did not take steps to ensure the necessary foreign capital was invested in CN. By May of 2017, Frank Zhou had warned May that the Chinese government was sending additional warnings about the lack of foreign capital in CN. At that time, in order to prevent the harsh consequences she had been warned about, i.e. fines and potential cancellation of CN's business license, May told Frank that, if he could keep CN operating legally as a foreign subsidiary, he should do so, but, if that were not possible, he should do what was required to allow CN to continue to operate legally in China.

Without notifying May, Frank submitted paperwork with the Chinese authorities changing CN's owner from KnowledgeLink to a company Frank owned, called Chongqing Beituomengqi ("CB"). May did not find out about the change until she was informed by Christine, and the matter was discussed at several Board of Director meetings. May told Christine "I am happy to assist any decision as long as it is legal under Chinese law and regulation." Ultimately, in March of 2018, the Board decided that CN's operations would be transferred to a new company to be opened in China, but in the meantime, KnowledgeLink should continue to use CN. During this period of time – from when Frank transferred CN's ownership from KnowledgeLink to CB through March of 2018, and in the months that followed – CN continued to function normally, as it had when it was a subsidiary of KnowledgeLink,

collecting tuition on KnowledgeLink's behalf and transferring at least \$2.2 million back to KnowledgeLink.

In May of 2018, Christine and Steven – who constituted the majority of the Board of Directors – changed course as they developed their plan to freeze May out of the business. They decided that they wanted CN's operations and assets transferred to another Chinese company effectively controlled exclusively by Christine and Steven. Then, less than three weeks later, Christine and Steven removed May as CEO of KnowledgeLink and, on July 10, 2018, terminated May's employment entirely. In August of 2018, Christine and Steven removed May from the Board.

After Christine and Steven terminated May's employment, a number of employees of KnowledgeLink quit. Christine sent a "Formal Notice of Breach of Contract" letter to Frank, who had been cooperating with KnowledgeLink for over a year since transferring CN. In that notice, Christine threatened to sue Frank. Frank ceased most communication with Christine after receiving this threat and communicated only through his counsel in China.

After terminating May, Christine and Steven setup a Chinese Company called "Shanghai Nuolin" own by Jiangge "Joe" Zhao (who is a friend of Steven but has no relation to KnowledgeLink) and transferred assets from KnowledgeLink to Shanghai Nuolin, and sent letters to partner schools falsely accusing May of wrongdoing. They claimed that May was "suspected of privately transferring assets of the company," even though they had no evidence of that. Christine and Steven also falsely accused May of trying to compete with KnowledgeLink, again without any evidence. Some of those communications even falsely accused May of criminal conduct. In addition, Christine falsely wrote, in letters broadly distributed in China and the U.S., that this Court had prohibited May from contacting any of KnowledgeLink's partner

schools, despite the fact that this Court never made any such order. Christine and Steven sent a letter to the Education Committee in Chongqing, falsely accusing May of embezzlement and forgery. After four years of document discovery, this Court held that “KL has mustered no evidence that Zhou wrongfully exercised dominion or took control of any of KL’s property”.

As a result of the letters sent by Christine and Steven, May lost out on at least four profitable business opportunities. While KnowledgeLink claims that May’s failure to sign contracts with these four entities proves that they were not real or likely profitable, it is Christine and Steven’s defamatory conduct that interfered with those relationships and ultimately robbed May of the opportunity to sign the contemplated contracts.

Not only were the statements made by Christine and Steven false and defamatory, Christine and Steven knew they were false. The proof of this is that they told the truth to the Economic Investigation Corps of Chongqing, the entity investigating Frank for potential criminal conduct. In their letter to the Investigation Corps, Christine admitted that “May authorized [Frank] Zhou to save the company but not to transfer the company to himself without compensation.” Christine admits that the only authorization Frank had from May was “to defend the interests of the company,” and that Frank “made a personal decision to transfer the company to himself.”

Following the termination of May’s employment, Christine and Steven have further conspired to enforce their freeze-out of May by causing the companies to pay inflated salaries to Christine and Steven and refuse to declare dividends. Prior to March 2020, Steven was awarded a monetary bonus of \$2.5 million, while May received nothing from any of the companies. When May discovered this in the company’s financials and brought it to the attention of the Court, counsel for Steven claimed that Steven had paid back the \$2.5 million bonus. May later

discovered, however, that Christine and Steven instead recorded approximately \$1.7 million returned as their own further capital investments in the company and used the rest of the \$2.5 million to pay taxes, effectively still keeping the \$2.5 million for themselves. Even when the companies recently decided to distribute dividends, May received nothing. After May discovered that these distributions had been made, Christine, Steven and the companies falsely claimed that May had an outstanding loan to the company (for which they have provided no evidence), and that her dividend was used to pay down the fictitious loan.

The evidence will show that May should have received at least 40% of all the profit Christine and Steven have taken in one form or another from KnowledgeLink, and at least 30% of all of the profit that they have taken in one form or another from both the Cambridge entities, as well as her percentage of profits from the new companies that Christine and Steven have created to siphon profits from KnowledgeLink and the Cambridge entities.

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

This is an action to recover millions of dollars in damages May Zhou (“Zhou”) caused KnowledgeLink Group, Inc. (“KnowledgeLink”) when she participated in the theft of KnowledgeLink’s Chinese subsidiary and all its assets. That KnowledgeLink subsidiary – Chongqing Nuolin – organized and operated schools in China to educate the children of expatriates. Zhou, working with her colleague and friend Frank Zhou, illegally transferred that subsidiary to a company Frank Zhou owns and both have refused to return the assets. Frank Zhou has been indicted for his undeniable theft. That notwithstanding, and despite her fiduciary duties and instruction from the majority shareholders and board of directors, Zhou has refused to undertake any action or communication to promote KnowledgeLink’s efforts to recover the stolen assets. She has, instead, sided with her co-conspirator, has refused to condemn the theft,

has lied to the agencies prosecuting Frank Zhou to protect him from incarceration, and continues to support Frank Zhou despite his obvious defalcation. The evidence will establish that the Zhou and Frank Zhou conspired to steal KnowledgeLink's business in China; indeed that Zhou had long planned to leave KnowledgeLink and focus her efforts on competing against KnowledgeLink using the stolen assets as the cornerstone of her and Frank Zhou's new business.

KnowledgeLink is seeking damages for Zhou's breaches of her fiduciary duties to KnowledgeLink. The damages sought include the loss of cash in KnowledgeLink and Chongqing Nuolin accounts, lost value of KnowledgeLink International School ("KLIS"), KLIS' brand name and curriculum value, lost profits from lost schools in China including, among others, the KnowledgeLink International School in China, and incremental costs as allowed by KnowledgeLink's bylaws.

KnowledgeLink further expects to present the following evidence in support of its claims: Christine Lin ("Lin"), Steven Gao ("Gao"), and Zhou formed KnowledgeLink, a limited liability company, in 2014 and divided the equity between Lin and Zhou, 70%/30% respectively. Currently, Lin and Gao collectively own 70% of KnowledgeLink and Zhou owns 30%.

At its formation, Zhou was designated President and CEO of KnowledgeLink. In these positions she was responsible for KnowledgeLink's operations in China. As such, on behalf of KnowledgeLink in 2014, she established a KnowledgeLink subsidiary in Chongqing, China and named it Chongqing Nuolin Business Information Consulting Co., Ltd. ("Chongqing Nuolin"). Chongqing Nuolin was intended to conduct operations in China on KnowledgeLink's behalf.

In November 2014, Chongqing Nuolin entered into an agreement, later amended, with the owner of a school in Chongqing: Bashu Asset. Pursuant to that agreement, Chongqing Nuolin

organized a school to educate the children of foreign workers with an American curriculum. In July 2015, Chongqing Nuolin founded KLIS.

Two years later, on May 16, 2017, Zhou conspired with her associate, Xiangke “Frank” Zhou, to transfer Chongqing Nuolin’s equity and assets to Chongqing Beituomengqi Education Information Consulting Service Co., Ltd. (“Beituomengqi”) secretly and without consideration, using a forged shareholder agreement and a forged equity transfer agreement. Beituomengqi was and is owned by Frank Zhou and held for the benefit of Zhou and Frank Zhou. Lin and Gao did not discover this transaction occurred until later in 2017 during a routine review of Chongqing Nuolin’s business documents. When Lin questioned Zhou about this transaction, Zhou provided Lin with additional forged documents. At the time, Chongqing Nuolin had over \$1 million in cash and accounts receivable.

Zhou has claimed that she transferred Chongqing Nuolin without approval of her fellow owners, Lin and Gao, because Chongqing Nuolin was at risk of having its business license revoked due to KnowledgeLink’s failure to fund a capital account with ¥5 million. Zhou also claims that KnowledgeLink had an obligation to fund a capital account according to the company’s articles of association. But the KL Parties’ evidence will show that the Chinese law on which Zhou seeks to rely had been amended years earlier to remove the requirement she cites, and that Chongqing Nuolin was able to amend its articles of association to remove the requirement that KnowledgeLink fund a capital account. In addition, the evidence will show that Lin agreed to transfer \$1 million to fund a capital account for Chongqing Nuolin, but that Zhou herself diverted those funds.

Lin and KnowledgeLink’s Board of Directors demanded that Chongqing Nuolin and its assets be returned and instructed Zhou to do so. The instruction was ignored; Zhou did nothing to

facilitate the return of the assets. After further investigation, KnowledgeLink's Board removed Zhou as CEO and President. In an effort to keep Zhou from causing further harm to KnowledgeLink, she was offered the position of Chief Operating Officer, with a salary increase, conditioned on her agreeing not to compete with KnowledgeLink. Remarkably, Zhou had previously refused to sign a non-competition agreement, and she again refused to do and declined the offer. Consequently, Zhou's employment with KnowledgeLink then terminated.

Zhou has continued to support Frank Zhou, who refused to communicate with KnowledgeLink and has used Chongqing Nuolin to misappropriate KnowledgeLink's assets. Zhou has likewise continued to run KLIS for her own benefit, with Frank Zhou installed by her as one of KLIS's trustees.

Not only has Zhou impeded KnowledgeLink's operation and success through communications to KnowledgeLink partners and employees, she has also attempted to solicit partners of KnowledgeLink and she has competed with KnowledgeLink. The KL Parties also discovered that Zhou hid money from KnowledgeLink during her employment with the company and transferred valuable KnowledgeLink intellectual property to a company owned by her mother and then to Beituomengqi, all in order to compete using stolen assets.

III. AGREED DESCRIPTION OF THE CASE

This is a dispute between and among the three owners of a company named KnowledgeLink. The company focuses on education for foreigners living in China. KnowledgeLink, Lin, and Gao allege that in May 2017, without the board of directors' knowledge or approval and over their objection, Zhou participated in the theft of one of KnowledgeLink's subsidiaries to a company owned by one of Zhou's friends and co-workers, Frank Zhou. KnowledgeLink, Lin, and Gao further allege that Zhou refused to return Chongqing

Nuolin or its assets to KnowledgeLink. KnowledgeLink is suing Zhou for breach of fiduciary duty related to her actions.

Zhou denies these allegations and claims that Lin and Gao wrongfully froze her out of KnowledgeLink. Zhou alleges that KnowledgeLink wrongfully terminated her and denied her dividends, salary, and bonuses. Zhou has claims against Lin and Gao for breach of their fiduciary duties to Zhou as a minority shareholder.

Zhou also claims that she has a contract with Lin that Lin breached under which she is entitled to 40% of all KnowledgeLink profits and the right to run KnowledgeLink without interference from Lin and Gao.

Zhou also claims that Lin and Gao issued false and defamatory letters and emails concerning Zhou related to Zhou's termination from KnowledgeLink. Zhou has claims against Lin and Gao for defamation and tortious interference with business relationships based on these communications.

Lin and Gao deny all claims against them.

IV. LEGAL ISSUES

A. May Zhou

1. Whether Christine and Steven breached their contract with May by terminating May from her employment at KnowledgeLink.
2. Whether Christine and Steven breached the shareholder agreement with May that allowed May to form and operate KnowledgeLink with autonomy and an additional dividend.
3. Whether Christine and Steven violated their fiduciary duty to May as a shareholder by freezing her out of the company.

4. Whether Christine and Steven defamed May and whether KnowledgeLink had a conditional privilege to disclose defamatory information.
5. Whether Christine and Steven interfered with May's advantageous business interests.
6. Whether May acted in good faith, with reasonable care, and in a manner that she believed to be in the best interests of the corporation when she acted as CEO and President of KnowledgeLink at the time the ownership of CN was transferred to CB.

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

KnowledgeLink, Lin and Gao have identified the following legal issues in addition to the legal issues they plan to address to prove their claims.

KnowledgeLink, Lin and Gao reserve the right to identify other pertinent legal issues in motions *in limine* or otherwise.

1. Zhou Should Be Prohibited from Presenting Evidence Concerning Any Alleged Excessive Compensation Paid to Lin or Gao

Challenges to executive compensation must be proven by expert testimony. Crowley v. Communications For Hospitals, Inc., 30 Mass. App. Ct. 751, 756 (1991); Rubin v. Murray, 79 Mass. App. Ct. 64, 79 (2011). Zhou has not disclosed what she claims Lin and Gao diverted. Typically, this is done by expert testimony, but even if it can be done without an expert, a plaintiff must at least identify the specific transfers they challenge. Cf. Northern Assocs., Inc. v. Kiley, 57 Mass. App. Ct. 874, 886 (2003) (testimony on lost profits claim correctly excluded as speculative where expert did not identify any lost clients).

Zhou has not identified an expert to testify on any of her alleged damages, including her alleged excess compensation claims. Nor has she identified specific evidence of overpayment.

Zhou's interrogatory response concerning her alleged damages identifies six categories of damages. (May X. Zhou's Third Supplemental Response to the First Set of Interrogatories from Christine Lin and Steven Gao, Response No. 11.) None of those categories identifies any excessive compensation to Lin or Gao, either in the form of salary or bonuses. Zhou should therefore be prohibited from arguing or presenting evidence that either Lin or Gao received excessive salary or bonuses.

2. Zhou Should Be Prohibited from Presenting Evidence that the Counterparties to Her Alleged Business Relationships Received or Considered Information Concerning Lin and Gao's Alleged Acts

In her interrogatory responses, Zhou alleged that certain potential business partnerships "fell through, at least in part, due to Christine and/or Steven's defamatory acts." (May X. Zhou's Third Supplemental Response to the First Set of Interrogatories from Christine Lin and Steven Gao, Response No. 4.) Zhou identified four potential partners and alleged that "these persons" stopped communication with Zhou and that "several of the identified persons have suggested that May settle the dispute with Christine because it is impossible for them to start development on established plans while the 'police investigation' is ongoing in China." (Id.)

Zhou has produced just four documents referencing one of the entities – three versions of the same, unexecuted nondisclosure agreement, with covering emails, and an uncompleted questionnaire. She has not produced a single document referencing the other three purported "business relationships." Nor has Zhou produced a single document reflecting communications by Lin, Gao, or any other person or entity with the four alleged partners. And Zhou has not identified any witness from those alleged partners. Any purported evidence that any of the alleged partners either received or considered any allegedly defamatory statements, including Zhou's recollection of any "suggestions" that those alleged partners made, are inadmissible hearsay and must be excluded. Mass. Guide Evid. § 802; Id. § 801(c) ("Hearsay" means a

statement that (1) the declarant does not make while testifying at the current trial or hearing, and (2) a party offers in evidence to prove the truth of the matter asserted in the statement.”).

3. Zhou Should Be Prohibited from Testifying Concerning How Much She Would Have Earned from Potential Business Relationships

Zhou alleged that “Christine and Steven’s defamation and wrongful acts have prevented May from participating in several other business ventures, with annual investments of \$600,000 (Rongqing Tech/Science Education Ltd., Beijing), \$500,000 (Shanghai Changjian Medical Investment), and an initial investment of \$3 million (Duo Zhao).” (May X. Zhou’s Third Supplemental Response to the First Set of Interrogatories from Christine Lin and Steven Gao, Response No. 11.) Zhou provided “estimates” of the “annual return” that those investments would have produced and what their value as “saleable investments” would be, but she did not provide the source of such “estimates.”

Zhou has not identified an expert witness to testify concerning her estimated returns valuations. An expert is necessary to opine on complex business forecasts, such as the “annual return” on business ventures with no prior history or the value of “saleable investments” in the years following a new business venture. Breyan v. Shagory, 79 Mass. App. Ct. 1106, 2011 WL 1186277, at *1 (Mass. App. Ct. 2011) (unpublished) (affirming summary judgment because “expert testimony was required to establish that the defendant’s behavior proximately caused any actual economic loss to the plaintiff”); Peterson v. Foley, 77 Mass. App. Ct. 348, 350-51 (2010) (vacating verdict where witness was not qualified to opine as an expert); see also Lightlab Imaging, Inc. v. Axsun Techs., Inc., 469 Mass. 181, 193 (2014) (upholding exclusion of expert testimony “about future lost profits based on an as-yet uninvented product” because estimates were too speculative); Albert v. Warner-Lambert Co., 234 F.Supp.2d 101, 102-03 (D. Mass. 2002) (excluding testimony concerning lost profits; “It is not that forgone profits are

insusceptible of proof, but the proof must be of a sufficient quality to be capable of lending itself to a reasonable calculation of the putative loss, particularly where a prospective venture has, by definition, no history of earnings.”). Zhou is not an expert in this area and has not been designated as one. She is a software engineer with no background in economics or business valuation. (Zhou Dep. at 9:7-11:23.) Zhou should be prohibited from testifying to the likely returns from, or future value of, any purported business ventures.

4. Zhou Should Be Prohibited from Presenting Evidence Concerning Any Alleged Oral Contract

Zhou’s second amended complaint alleges that Lin breached a contract that gave May “autonomy to operate Knowledge Link.” Mass. Gen. Laws ch. 156D, § 7.32(a)(1) authorizes shareholder agreements that “eliminate[] the board of directors or restrict[] the discretion or powers of the board of directors.” For such agreements to be enforceable, however, they must be “set forth (i) in the articles of organization or bylaws and approved by all persons who are shareholders at the time of the agreement or (ii) in a written agreement that is signed by all persons who are shareholders at the time of the agreement and is made known to the corporation.” Mass. Gen. Laws ch. 156D, § 7.32(b)(1). This Court previously held that (1) “[Lin’s] alleged promise to let Zhou run KL with autonomy, if proved to exist, would be an agreement among KL’s shareholders to restrict the discretion of the board of directors and the power of the majority shareholder (Lin)” and (2) “this alleged understanding to limit the board’s discretion and the majority shareholder’s power . . . is enforceable only if it was memorialized ‘in a written agreement that is signed by all persons who are shareholders at the time of the agreement and is made known to the corporation.’” Zhou v. Lin, Nos. 1884CV02607-BLS2 and 1884CV02736-BLS2, Memorandum and Order on Cross-Motions for Summary Judgment and

Motions to Strike, for Sanctions, and for Cost-Shifting (Docket Entry No. 91), at 12-13 (Mass. Super. Ct. June 15, 2022) (quoting M.G.L. c. 156D § 7.32(b)(1)(ii)).

Lin is only bound by a “written agreement that is signed by all persons who are shareholders at the time of the agreement.” Mass. Gen. Laws ch. 156D § 7.32(b)(1)(ii). She is not bound by, and cannot be liable for breaching, an oral agreement, because such an agreement is not enforceable under Mass. Gen. Laws ch. 156D § 7.32. Any testimony by Zhou concerning the terms of an alleged oral agreement or agreements is therefore irrelevant and likely to confuse the jury. Such testimony should be excluded.

5. There Is No Contract Because the Emails Between Zhou and Gao Cannot Satisfy M.G.L. c. 156D § 7.32(b)

Zhou contends that an email exchange between her and Gao on February 19, 2013 (the “February 19 Email Exchange”) was “a signed written agreement” between Zhou and Lin under Mass. Gen. Laws ch. 156D § 7.32(b). This argument fails for at least two reasons. First, there is no evidence that Gao, who was not a shareholder, was Lin’s agent. Second, the February 19 Email Exchange, and Zhou’s own testimony, show that there was no agreement.

a. There Is No Evidence that Gao Was Lin’s Agent

Assuming contrary to law and fact that an exchange of email can satisfy the statutory condition for a “signed written agreement,” Zhou has presented no evidence that Gao was acting as Lin’s agent when Gao and Zhou conducted the February 19 Email Exchange. The emails themselves are entirely between Gao and Zhou. Although copied, Lin did not respond at any point in the exchange. Nor did Gao give any indication that he was acting as Lin’s agent. To the contrary, Gao referenced “my [Gao’s] new job” and stated “I confirm,” not “Lin and I” or even “We.” And Zhou recognized that she was speaking to Gao only, stating: “Didn’t we agree that neither or [sic: of] us would interfere in the other’s company.” (Emphasis added.) Lin was

copied on the February 19 Email Exchange, as was Zhou's husband. But neither Lin nor Gao indicated that Gao had authority to bind Lin. "Apparent authority results from conduct by the principal" and "exists only if the plaintiff reasonably relied on the principal's words or conduct at the time he entered the transaction that the agent is authorized to act on the principal's behalf." Theos & Sons, Inc. v. Mack Trucks, Inc., 431 Mass. 736, 745 (2000) (emphasis added). Merely copying an individual on emails that do not discuss the purported principal's rights or obligations does not create a principal-agent relationship. See Hess v. Biomet, Inc., No. 3:16-CV-208 JD, 2022 WL 2314885, at *9 (N.D. Ind. June 28, 2022) (finding that not "respon[ding] to disagree or object" after being copied on an email did not establish apparent authority where "[t]he message did not explicitly waive . . . or seek to alter any legal arrangements on the part of the [purported principal]"); Constr. Indus. Laborers Pension Fund v. Augers Unlimited, Inc., No. 05-4058-CV-C-NKL, 2006 WL 1236063, at *4-5 (W.D. Mo. May 4, 2006) (ruling that letters and faxes copying purported principal could not establish actual or apparent authority where letters did not indicate any principal-agent relationship); Safway Steel Prods. v. Casteel Constr. Co., No. 3:95-CV-692-RP, 1998 WL 792189, at *7 (N.D. Ind. Nov. 3, 1998) ("Apparent authority does not arise because of a failure to communicate. Apparent authority exists because of communication by the principal to a third party.").

b. There Was No Meeting of the Minds

Zhou's contention that the February 19 Email Exchange was a signed, written agreement ignores both the email exchange itself and Zhou's own testimony. Read in its entirety, it is clear that Zhou did not agree with Gao's email; rather, she chose to cherry pick only a part of Gao's offer. Zhou attempts to focus on just two emails in the chain: an email from Gao at 10:22 p.m. and Zhou's response at 11:31 p.m. But that ignores an intervening email, which is important to

the timeline and fatal to Zhou's argument. In his 10:22 p.m. email, Gao stated: "Neither the major shareholder nor the minority shareholder has the right to exert any influence on the specific operation of the other company." Just sixteen minutes later, at 10:38 p.m., Gao replied to his own email and clarified that Zhou must "confirm" that "Voting rights . . . will determine some disputes in a company." Zhou did not reply until 11:31 p.m., stating: "Agree." But her reply was not to Gao's 10:38 p.m. email; it was to his 10:22 p.m. That was not a mistake. Rather, Zhou was attempting to agree to only part of Gao's offer, as she made clear at her deposition. When presented with Gao's 10:38 p.m. email and asked if she "agree[d] with Steven [Gao]," she testified: "I did not agree."

No contract is formed where a party attempts to change a material term of an offer. Tull v. Mister Donut Dev. Corp., 7 Mass. App. Ct. 626, 631 (1979); D'Agostino v. Fed. Ins. Co., 969 F.Supp.2d 116, 129-30 (D. Mass. 2013) ("[T]he defendant's decision to send a Release containing additional material terms rendered its response a counteroffer . . ."); Restatement (Second) of Contracts § 59 (1981) ("A reply to an offer which purports to accept it but is conditional on the offeror's assent to terms additional to or different from those offered is not an acceptance but is a counter-offer.").

Because (1) Zhou has not presented any evidence that Gao was acting as Lin's agent in the February 19 Email Exchange and (2) the February 19 Email Exchange does not evidence any agreement, Zhou should be excluded from presenting the February 19 Email Exchange as evidence of a written agreement between herself and Lin.

6. Zhou Should Be Prohibited from Presenting Evidence Concerning
KnowledgeLink's Profits in 2019 and 2020

In Response No. 11 of May X. Zhou's Third Supplemental Response to the First Set of Interrogatories from Christine Lin and Steven Gao, Zhou claimed that she was entitled to 40% of

the profits earned by KnowledgeLink in 2018, 2019, and 2020. Zhou provided an estimate of KnowledgeLink's profits in 2018, but she claimed that she was "waiting on KnowledgeLink to provide further financial information regarding its performance in 2019 and 2020, including monies paid to Shanghai Nuolin on KnowledgeLink's behalf" and would "update this interrogatory once she has received further information in discovery from KnowledgeLink and Shanghai Nuolin." Zhou never provided a supplemental response, and Lin and Gao have no way to determine what amounts Zhou seeks for the years 2019 and 2020 or her basis for any such claims. Zhou should be precluded from presenting evidence concerning KnowledgeLink's profits in 2019 and 2020, as she did not provide such information in her discovery responses. See Mass. R. Civ. P. 37(b)(2)(B) (allowing "[a]n order . . . prohibiting [a party] from introducing designated matters in evidence") and 37(d) (allowing sanctions under Rule 37(b)(2)(B) for failing "to serve answers or objections to interrogatories").

7. The KL Parties Maintain Their Objections to Zhou's Use of Hearsay Evidence

Zhou's claim that she is entitled to use out-of-court statements of Frank Zhou, Wang Long, and an attorney in China as exceptions to the hearsay rule is unfounded. The types of statements on which Zhou relies are not admissible to prove state of mind. One may not rely on out-of-court statements allegedly made by third parties regarding past events as proof of a defendant's justification for an unauthorized act. As courts have explained, the risk that a jury will accept the hearsay as proof of the matters asserted is generally too high.

As Justice Cardozo explained in Shepard v. United States, 290 U.S. 96, 105-06 (1933):

[Hearsay] declarations of intention, casting light upon the future, have been sharply distinguished from declarations of memory, pointing backward to the past. There would be an end, or nearly that, to the rule against hearsay if the distinction were ignored. The [hearsay] testimony now questioned faced backward and not forward. This at least it did in its most obvious implications.

What is even more important, it spoke to a past act, and more than that, to an act by someone not the speaker.

Statements such as these are only admissible if the probative value of the proffered evidence is not substantially outweighed by the risk of jury confusion. See Mass. Guide Evid., comm. to 803(3)(B); Commonwealth v. Del Valle, 351 Mass. 489, 495 (1965).

Zhou's "state-of-mind" testimony relies not only on the fact that she and Frank spoke, but also on the substance of what she says Frank said. And the substance of what Frank allegedly said is based on the alleged substance of what Chinese law enforcement supposedly said. There is no way to test the credibility of any of it.

Zhou argues the jury will understand that she is not proffering these statements as truth, however, it is not as simple as that. Hearsay exclusions do not exist to provide a party with carte blanche to admit whatever it desires. Even if the Court were to provide a limiting instruction, the jury would be exposed to 'facts' springing only from Zhou's mind. The risk that a party has sought admission of fabricated evidence must be weighed in the Court's analysis. The argument Zhou stridently makes to support ostensible good faith is "a filament too fine to be disentangled by a jury." Shepard, 290 U.S. 105-06. Hearsay "limitations are necessary to preserve the hearsay rule; without them statements of past events could be used as evidence of the occurrence of the events merely by a process of circuitous reasoning and the rule would be absorbed by the exception." DelValle, 351 Mass. at 494-495; see Commonwealth v. Seabrooks, 425 Mass. 507, 512 (1997) (the admission of hearsay statements "generally under the state-of-mind exception would entirely eviscerate the hearsay rule and its important purpose of securing the correctness and completeness of testimony through cross-examination"); Brodin & Avery, Massachusetts Evidence § 8.8 (8th ed. 2007).

As such, KnowledgeLink maintains its objections to the use of the hearsay statements in Zhou's affidavits and to any proffer of similar hearsay testimony. The fear of jury confusion is particularly acute here. The statements contained in Zhou's self-serving affidavit bootstrap her state of mind from incredible evidence that cannot be verified through the normal adversarial process. In some cases, these recollections contain totem-pole hearsay. In others, witnesses remain unavailable to corroborate Zhou's accounts. In any case, her accounts appear in a carefully designed affidavit constructed to cobble enough 'evidence' to deny breach of her fiduciary duty.

8. Zhou Violated M.G.L. c. 156D, § 12.02 As a Matter of Law When She
Converted Chongqing Nuolin to Chongqing Beituomengqi

Despite explicit shareholder disapproval, Zhou transferred Chongqing Nuolin to Chongqing Beituomengqi. Under Mass. Gen. Laws ch. 156D, § 12.02 (a), a director cannot dispose of all or substantially all of its property without a vote of the shareholders. Further, the right to sell the principal asset of a corporation cannot be delegated. See First Bostonview Mgmt., LLC v. Bostonview Corp., 88 Mass. App. Ct. 89, 93 (2015).

Section 12.02² of Chapter 156D sets forth the general requirements for a corporation to sell, lease, exchange, or otherwise dispose of all, or substantially all, of its property other than in the usual and regular course of business. See McDonald v. First National Bank of Attleboro, 70 F.2d 69, 70 (1st Cir. 1934) (applying substantially identical predecessor statute). The statute requires a corporation's board of directors to determine the terms, conditions, and consideration for such sales, and to approve the sale. See Mass. Gen. Laws ch. 156D § 12.02(a); Bloomberg v.

² 12.02(a) states:

"A corporation may sell, lease, exchange, or otherwise dispose of all, or substantially all, of its property...*on the terms and conditions and for the consideration determined by the corporation's board of directors, if the board of directors proposes and the shareholders entitled to vote approve the proposed transaction.*" G.L. ch. 156D, § 12.02(a).

Greylock Broadcasting Co., 342 Mass. 542, 548 (1961) (concluding the president and general manager of a broadcasting corporation did not have authority to sell a television station, “a substantial part of its assets, needed for the conduct of its business”); Stoneman v. Fox Film Corp., 295 Mass. 419, 425(1936) (the president, although authorized to act as a general manager on behalf of a film company, was not authorized to commit the company to the purchase of a theatre, an extraordinary transaction which involved a large financial commitment). Further, Section 12.02(e)(1) requires the affirmative vote of two thirds “of all shares that under the articles are entitled generally to vote on the matter.”

The KnowledgeLink Board did not approve the Zhou’s transfer of Chongqing Nuolin and in fact, Zhou knew she was transferring the company in defiance of the Board’s wishes; Lin had told Zhou not to transfer the company. See generally Zhou Sept. 27, 2018 Dep., 92:6-93:4; see 100:13-101:4; Zhou’s Resp. KL’s RFAs, No. 3; Zhou Aff. Sep. 18, 2018, ¶¶ 24-26; Zhou Feb. 18, 2021 Dep., 115:11-15. Chongqing Nuolin comprised substantially all of KnowledgeLink’s assets. For instance, Chongqing Nuolin collected KnowledgeLink contract revenues in China on KnowledgeLink’s behalf, Zhou Depo. Dec. 8, 27:8-14. Further, at the time of transfer Chongqing Nuolin held KLIS and the license to operate KLIS. Lin Depo. Sept. 24, 2020, 348:23-349:7.

Because Zhou never received board approval to transfer Chongqing Nuolin, an entity which consisted of substantially all of KnowledgeLink’s assets, to Chongqing Beituomengqi, she violated § 12.02 as a matter of law.

9. KnowledgeLink Had a Conditional Privilege to Defame Zhou.

Zhou claims she was defamed when Lin and Gao, on behalf of KnowledgeLink, sent certain letters which outlined Zhou’s transfer of KnowledgeLink’s assets without KnowledgeLink’s approval. She claims that because KnowledgeLink referenced that Zhou was

to be investigated, she was defamed and damaged because of these communications. However, even assuming *arguendo* KnowledgeLink did defame Zhou in these letters, which it did not, KnowledgeLink had a conditional privilege to do so.

“A person is conditionally privileged to publish a defamatory statement if the publisher and the recipient share a common interest in the subject, and the statement is reasonably calculated to further or protect that interest.” Lawless v. Estrella, 99 Mass. App. Ct. 16, 22-23 (2020). “An employer has a conditional privilege ‘to publish defamatory material if the publication is reasonably necessary to the protection or furtherance of a legitimate business interest.’” Foley v. Polaroid Corp., 400 Mass. 82, 95-96 (1987) quoting Bratt v. Intern’l Bus. Mach. Corp., 392 Mass. 508, 512-13 (1984); Humphrey v. National Semiconductor Corp., 18 Mass. App. Ct. 132, 133 (1984) (disparaging an employee of a company with which defendant had a business relationship conditionally privileged).

Zhou can only overcome the privilege with proof that KnowledgeLink published the statements knowing them to be false or had no reason to believe they were true. See Bulwer v. Mount Auburn Hosp., 86 Mass. App. Ct. 316, 335 (2014). Or she may prove that KnowledgeLink ‘recklessly published the information unnecessarily, unreasonably, or excessively,’ or ... that it acted out of malice.” Id., (quoting Sklar v. Beth Israel Deaconess Med. Center, 59 Mass. App. Ct. 550, 558 (2003)). Zhou is unable to do either.

Zhou has not provided any evidence that KnowledgeLink, through Lin and Gao, did not suspect that Zhou had engaged in criminal conduct. The KL Parties believed the information they were conveying to their business associates. They had lived the events discussed in their letters and had every right to be “suspicious” of Zhou. They did not propagate anything they

believed to be false. More relevant to the immediate analysis, Zhou has no evidence tending to establish the contrary.

There is no evidence of distribution beyond the communications which were sent once or perhaps twice to each group of interested recipients. Therefore, KnowledgeLink did not excessively or unnecessarily publish. There is no evidence from which a jury could legitimately infer that the KL Parties' update reports to business associates were published for any purpose other than to apprise the readers of circumstances critical to the continued operations of their schools. After weeks of depositions and production of more than a half million pages of documents, Zhou still has no proof of a "base ulterior motive." Dexter's Hearthside Restaurant, Inc. v. Whitehall Co., 24 Mass. App. Ct. 217, 223 (1987); see Kyle v. Mongan, No. 07-P-277, 2008 Mass. App. Unpub. LEXIS 532, at *9 (App. Ct. Aug. 4, 2008). As such, KnowledgeLink had a conditional privilege to defame Zhou.

10. KnowledgeLink Should Present Its Evidence to the Jury First.

KnowledgeLink should be considered the lead case in this matter as the foundational facts which support its claims arose first. Specifically, the facts allegedly supporting Zhou's claims of wrongful termination and interference only began mid-2018. However, the facts supporting KnowledgeLink's claims started years earlier. Allowing Zhou to argue first would cut off relevant facts to this case that should be presented to the jury in chronological order. See Maggio v. Cleveland, 151 Ohio St. 136, 140, 38 Ohio Op. 578 (1949) ('the function of an opening statement is to inform the jury in a concise and orderly way of the nature of the case and the questions involved, and to outline the facts intended to be proved.'): Moss v. Associated Transp., Inc., 33 F.R.D. 335, 337 (E.D. Tenn. 1963) (bifurcating liability and damages trials tended to ensure an orderly and intelligent presentation of the issues to the jury, avoiding

confusion of issues and the time and expense incident to introduction of evidence of damages); United States v. Manghan, No. 11-0045, 2012 U.S. Dist. LEXIS 199131, at *3 (W.D. Pa. Oct. 16, 2012)(court found preferable to present evidence to the jury in the most organized way possible, including presentation of evidence in a chronological manner.) Simply put, it would be akin to starting a play at intermission and circling back to the opening number after the final scene.

Further, despite the fact that Zhou may have been successful in outpacing KnowledgeLink to the courthouse, the so-called “first to file” rule is subject to the Court’s discretion. See Commonwealth v. Credit Acceptance Corp., No. 2084CV01954-BLS2, 2021 Mass. Super. LEXIS 27, at *7 (Mar. 15, 2021) (declining to apply first-to-file rule to stay related action where the actions were filed only a few days apart and there was only a partial overlap in the subject matter); Van Devort v. K. & H. Evaporating Co., 252 A.D. 8, 10 (App. Div. 1937) (permitting the latter filed claimant in a consolidated action to open and close the trial because it had its case in shape for trial first). As background, Zhou filed her complaint on August 20, 2018, in the midst of continual disagreements between the shareholders. See 1884CV02607 D.E. 1. Instead of rushing to the courthouse like Zhou, KnowledgeLink filed its complaint on August 31, 2018 and immediately filed a motion for a preliminary injunction four days later. See 1884CV02736 D.E. 1, 4. The Court granted KnowledgeLink’s motion on September 17, 2018. See 1884CV02736 D.E. 10. Two days later, and only three weeks after her initial filing, Zhou amended her complaint on September 19, 2018 adding 24 paragraphs with three additional claims.

11. Zhou should be precluded from admitting testimony relating to documents she failed to produce.

KnowledgeLink intends to file a motion in limine relating to Zhou's inappropriate use of unproduced documents at depositions. Important to note, the KnowledgeLink Parties filed a motion to strike on this issue and the Court denied this motion without prejudice citing that "[t]his is essentially a motion in limine, which is more appropriately heard in anticipation of trial." See 1884CV02607 D.E. 63. On three separate occasions, during two separate depositions, Zhou surprised KnowledgeLink witnesses with documents she had withheld from production, and each time justified the tactic based on a fictive agreement with predecessor counsel negating her otherwise irrefutable discovery obligation. This fallacy has previously been addressed, specifically in KnowledgeLink Group, Inc. Xinwei "Christine" Lin ("Lin"), and Jianxin "Steven" Gao's ("Gao") Memorandum in law in support of their Motion to Compel the Production of Documents from May Zhou, Docket No. 49.1, pg. 4-9.

Generally, in this context, intentionality and prejudice should be assessed and weighted. Consider the first; there can be no doubt that all three documents sprung on KnowledgeLink witnesses were responsive to document requests. Reliance on a discovery agreement that never existed is a thin justification for withholding the documents – certainly too thin to justify the decision not to email the documents to be used in a deposition to opposing counsel knowing that they had not been produced. The prejudice, although not substantial, is undeniable: witnesses were not prepared on documents they certainly would have been prepared to discuss.

12. Zhou Should Be Prohibited from Presenting Evidence Concerning Baird Capital.

Zhou's alleged damages include a purportedly "unreasonable demand" by Lin and Gao to Baird Capital to sell all companies owned by Lin, Gao, and Zhou, which "caused Baird to

withdraw” its interest. (May X. Zhou’s Third Supplemental Response to the First Set of Interrogatories from Christine Lin and Steven Gao, Response No. 11.) Zhou also purports to rely on “the Baird valuation of KnowledgeLink and the Cambridge Network” as her basis for valuing her 30% share of KnowledgeLink and the Cambridge Network. (Id.) The Baird document is not competent evidence. First, it is hearsay. Mass. Guide Evid. § 802; Id. § 801(c). Second, the Baird document contains only an estimated value based on limited information about the companies. It is not a reliable estimate of their values and cannot meet the standard of a damages opinion. Nor has Zhou designated the author as a damages expert. Third, the Baird document was transmitted “in or around August 2017.” Yet Zhou purports to use it to value the companies in July of 2018, after it became clear that Chongqing Nuolin could not be recovered and that KnowledgeLink was intending to sue Zhou. Finally, Lin and Gao were under no obligation to agree to sell their shares or agree to any valuation that Zhou placed on the companies. Any evidence concerning Baird is therefore irrelevant and confusing, and the Baird document itself is also hearsay, and all evidence concerning Baird should be excluded.

V. WITNESSES

A. May Zhou

1. May Zhou – 29 Bay State Road, Boston, MA 02215
2. Jim Zhou – 29 Bay State Road, Boston, MA 02215
3. Xinwei “Christine” Lin – 35 Preston Road, Lexington, MA 02420
4. Jianxin “Steven” Gao – 35 Preston Road, Lexington, MA 02420
5. Dequan “Dan” Xiao – 45 Winslow Road, Westwood, 02090
6. Kai-Yao Chuang – 50 Williams Road, Lexington, MA 02420
7. Craig Gainsboro – 212 Chestnut Street, Newton MA 02465

8. Korin Ihloff – 88 Pine Street, Natick, MA 01760
9. Paul Cargill – 837 Dale Street, North Andover, MA 01845
10. Peter Szechenyi – 4208 Expedition Way, Osprey, FL 34229
11. Shane Forster 11511 State Line Road, Kansas City, Missouri 64114
12. Tyler Tracy
13. Barbara Liang
14. Beilei Zhang
15. Ivy Zhong
16. Alex Wang
17. Anna Ge
18. Ben Wu
19. Liang An
20. Long Wang
21. Frank Zhou
22. Juanjuan (Judy) Zhao
23. Jingdong Li
24. Jianzhong Gao

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

The KL Parties intend to call the following witnesses. The KL Parties also reserve their right to call any witness identified and/or called by May Zhou and any witnesses who become necessary as rebuttal witnesses.

1. Christine Lin
c/o counsel at Donnelly, Conroy & Gelhaar, LLP
260 Franklin Street, Suite 1600
Boston, Massachusetts 02110

2. Steven Gao
c/o counsel at Donnelly, Conroy & Gelhaar, LLP
260 Franklin Street, Suite 1600
Boston, Massachusetts 02110

Mr. Gao will require the use of a translator.

3. May Zhou
c/o counsel at Fitch LLP
84 State Street
Boston, MA 02109

Ms. Zhou will require the use of a translator.

4. Carl Blanchard
Adler Blanchard & Associates
27 Cambridge St # 201
Burlington, Massachusetts 01803

5. Peter Szechenyi
4208 Expedition Way
Osprey, Florida 34229

6. Dan Xiao
45 Winslow Road
Westwood, Massachusetts 02090

7. Craig Gainsboro
212 Chestnut Street
Newton, Massachusetts 02465

8. Shane Foster
The Barstow School
11511 State Line Road
Kansas City, MO 64114

9. Kai Chuang
50 Williams Road
Lexington, MA 02420

Mr. Chuang will require a translator.

10. Paula Cargill
837 Dale Street
North Andover, MA

11. Liang An
Flr 17, Bldg 1, No 383 Taiguhui, Tianhe Rd.
Tianhe District, Guangzhou City, Guangdong Province

Liang An will require a translator.

12. Li Jingdong
Rm 7042, Unit 7, Bldg 1, No. 36 Zengguang Rd.
Haidian District, Beijing

Mr. Jingdong will require a translator.

13. Anna Ge
Rm 401, No. 108, 6888 Alley, Jiasongzhong St.
Qingpu District, Shanghai

Ms. Ge will require a translator

14. Peter Gangemi
381 Gangnam-daero, # 1009, Seocho-gu
Seoul, Republic of Korea

15. Frank Phillips
St. Mary's School, 816 Black Oak Dr.
Medford, Oregon 97504

16. Bob Maguire
331 E Hartford Ave
Uxbridge, MA 01569

17. Zhen Cai
44 Crestwood Dr.
Clayton, MO 63105

Zhen Cai will require a translator.

18. Mark Williams
Madison, WI

19. Jack Phalen
Hopkinton, MA

20. Frank Zhou

Frank Zhou will require a translator.

21. Wang Long

Wang Long will require a translator.

22. Tang Hua

Tang Hua will require a translator.

23. Juanjuan (Judy) Zhao

Juanjuan Zhao will require a translator.

VI. EXPERT WITNESSES

A. May Zhou

1. Witnesses:

- a. Xialin Zhou – See reports attached as Exhibits B & C.
- b. Jimmy S. Pappas – See report attached as Exhibit D.

2. Lin. Gao and KnowledgeLink's experts

- a. Ms. Zhou intends to take the deposition of Defendants' expert witnesses
- b. Ms. Zhou intends to serve a *daubert-lanigan* motion to exclude portions of Defendants' expert witnesses' testimony based on the court's orders denying Defendants' motion to amend their complaint and partially allowing Plaintiff's motion for summary judgment.

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

The KL Parties intend to call the following expert witnesses. The KL Parties also reserve their right to call any witness identified and/or called by May Zhou, and any witnesses who become necessary as rebuttal witnesses.

1. Peter Resnick, CPA/CFF, CFE

Charles River Associates
200 Clarendon Street
Boston, Massachusetts 02116

2. Attorney Changsong Hu

H&H Law Firm, Yuen Heng Tai Law Firm
4th Floor, No. 2 Building, 2nd Floor, No. 5 Building, 17th and 18th Floor, No. 16
Building Shengwei Jingshi AD Building, No. 99
Jinkai Avenue, Liangjiang New District
Chongqing, China

Attorney Changsong Hu will require the use of a translator.

The opinions of the above expert witnesses were disclosed in supplemental interrogatory responses. The disclosure of Peter Resnick is attached to this memorandum as Exhibit E. The disclosure of Attorney Changsong Hu's expert report is attached hereto as Exhibit F. Further, a copy of Attorney Changsong Hu's rebuttal to Xiaolin Zhou's report is attached hereto as Exhibit G.

Zhou seeks to depose the KL Parties' experts long after the close of discovery and without justification. "Only when the expert's answers are inadequate, incomplete, inconsistent, or when the discovering party is unable to obtain equivalent information through other means, that a court should permit a deposition of an expert witness to be taken." Trustees, Woodburyville Heights Condominium Trust v. Magill, 20 Mass. L. Rep. 721 (2006); see Denzer v. Barck, 18 Mass. L. Rptr. 709, *2 (Mass.Super.Ct. 2005).

VII. ESTIMATED LENGTH OF TRIAL

A. May Zhou: 18 days

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

The KL Parties expect that the trial will last twenty half days.

VIII. DAMAGES

A. May Zhou May estimates her damages as \$42 million as described in her 2021 supplemental interrogatory responses. May reserves the right to conform her damages demands to the evidence at trial.

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

In addition to the damages stated above, KnowledgeLink reserves the right to conform its damages demands to the evidence at trial.

IX. SETTLEMENT CERTIFICATION

A. May Zhou

The parties have conferred and discussed the possibility of settlement, and at this time the KnowledgeLink parties have declined to make any settlement offer, or even discuss settlement. May does not believe that this case is amenable to mediation or other forms of dispute resolution given Christine and Steven's refusal to discuss settlement.

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

The parties have conferred and discussed the possibility of settlement. The parties participated in a full day mediation on February 11, 2020, but settlement was not reached. Since that mediation, Zhou has not made an offer of settlement. The parties' respective positions on settlement are too far apart for this case to be amenable to further mediation.

X. RULE 20 STATEMENT

A. May Zhou

The parties have not consulted about the provisions for case-specific management under Superior Court Rule 20(h)-(i). Depending on when the Court can schedule trial, May may be willing to waive trial by jury.

B. KnowledgeLink Group, Inc., Christine Lin, and Steven Gao

The parties have not consulted regarding the provisions for case specific management available under Superior Court Rule 20(h)-(i). Depending on when the Court can schedule trial, the KL Parties may consider waiving a trial by jury.

Respectfully submitted.

MAY ZHOU,

By her attorneys.

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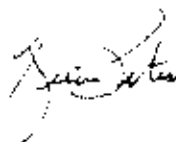
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CERTIFICATE OF SERVICE

1. Lauren B. Haskins, hereby certify that on October 28, 2022, I caused a true and correct copy of the foregoing document to be served on all counsel of record by email.

Lauren B. Haskins

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
DEPT. OF THE TRIAL COURT

MAY X. ZHOU,

Plaintiff,

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,

Defendants.

Civil Action No. 1884CV02607-BLS2

KNOWLEDGELINK GROUP, INC.,

Plaintiff

v.

MAY ZHOU,

Defendant.

Civil Action No. 1884CV02736-BLS2

**CHRISTINE LIN, STEVEN GAO, AND KNOWLEDGELINK GROUP, INC.'S
PROPOSED FINDINGS OF FACTS WITH MAY ZHOU'S RESPONSES**

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Pursuant to this Court's April 9, 2024 Trial Order Non-Jury/Jury Waived, Christine Lin ("Lin"), Steven Gao ("Gao"), and KnowledgeLink Group, Inc. ("KL US," and with Lin and Gao, the "KL Parties") present their Proposed Findings of Fact, with May Zhou's Responses thereto:

I. BACKGROUND

A. Cambridge Network's Beginnings¹

1. On or about April 16, 2009, the Cambridge Institute of China Business Research, Inc. was formed as a Massachusetts corporation. Agreed Statement of Facts ¶ 7.

ZHOU'S RESPONSE: Admitted.

2. In 2015 the name of the business was changed to The Cambridge Institute of Business Research ("CIBR"). Agreed Statement of Facts ¶ 8.

ZHOU'S RESPONSE: Admitted.

3. CIBR was founded with the purpose of recruiting and bringing Chinese students into U.S. based secondary schools. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

4. As agreed, Christine Lin ("Lin") owned 70% of CIBR and May Zhou ("Zhou") owned 30% of CIBR. Lin, as the President of CIBR, managed the finance and residential service departments of the business, while Zhou, as the Chief Operating Officer (COO), managed services in China, Vietnam and South Korea as well as marketing and student recruiting in the United States. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

¹ Headers are included to organize the facts as listed. These headers are not set forth as facts for the Court's consideration. **ZHOU'S RESPONSE:** Zhou agrees and has kept such headers for convenience.

5. Between 2009 and 2015, approximately fifteen additional entities were formed that composed the “Cambridge Network.” Lin Testimony, Gao Testimony.

ZHOU’S RESPONSE: Admitted.

6. On or about June 12, 2013, KL US was formed as a Massachusetts corporation. Agreed Statement of Facts ¶ 1.

ZHOU’S RESPONSE: Admitted.

7. KL US seeks to increase access to educational opportunity in China by providing students there with academic and cross-cultural opportunities. Agreed Statement of Facts ¶ 2.

ZHOU’S RESPONSE: Admitted.

8. At the time of its formation, Christine Lin (“Lin”) owned 70% of KL US and May Zhou (“Zhou”) owned 30%. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

9. At the time of its founding, Zhou was president and CEO of KL US. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

B. Zhou’s Responsibilities at KL US

10. Zhou was employed as CEO of KL US from its inception on June 12, 2013, through June 8, 2018. Agreed Statement of Facts ¶ 4.

ZHOU’S RESPONSE: Admitted.

11. Zhou was also President of KL US from June 12, 2013 through October 3, 2017. Lin Testimony; Zhou Testimony; Agreed Statement of Facts ¶ 5; October 2017 Board Minutes, KL00007686.

ZHOU’S RESPONSE: Admitted.

12. Zhou never signed an employment agreement with KL US, and during her employment with KL US, Zhou was an employee at will. Lin Testimony; Zhou Testimony; Cargill Testimony; MZ00161246.

ZHOU'S RESPONSE: Disputed.

13. Until mid-2018, Zhou was primarily responsible for the day-to-day operations of KL US and the operations in China. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

14. As president of KL US, Zhou reported to the Board of Directors of KL US. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Admitted.

15. All of the power Zhou exercised for KL US was subject to the direction of the KL Board of Directors. Lin Testimony; Gao Testimony; Zhou Testimony; KL US Bylaws, KL00193887.

ZHOU'S RESPONSE: Disputed.

C. Zhou Pay and Dividends

16. Zhou was paid the following in salary and bonuses:
- a. In 2012, Zhou received approximately \$150,000 a year in as Chief Operating Officer of Cambridge Institute of International Education; and

ZHOU'S RESPONSE: Disputed.

- b. In 2013 through her departure in 2018, Zhou received approximately \$225,000 in salary as President and CEO of KL US.

ZHOU'S RESPONSE: Disputed.

Zhou Testimony; Lin Testimony.

17. Zhou received \$3.1 million in shareholder distributions from 2009 to 2018 from Cambridge Network entities, 30% of the total issued dividends. Craig Gainsboro; Lin Testimony; Zhou Testimony; KL00495180; KL00805029; KL00805039; KL00805043.

ZHOU’S RESPONSE: Admitted.

18. The Board of Directors of CIBR issued \$2.5 million in dividends for 2020. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

19. In relation to the 2020 dividends, Zhou received \$750,000 as an offset to a shareholder loan she received during the time period of 2014-2017. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

D. Cambridge Network Operations in China

20. The Cambridge Network companies used certain contractor companies (“Contract Companies”) in order to facilitate Cambridge Network’s Chinese operations. Gao Testimony; Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

21. Certain entities in the Cambridge Network attempted to establish wholly owned subsidiaries in China, but those efforts failed, at least in part because of the name “Cambridge.” Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

22. Among other things, Contractor Companies paid individuals and contractors in China who needed to be paid in RMB. Lin Testimony; Zhou Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

E. KL US Operations in China and KL China

23. KL US engages in cooperative education projects in China and offers dual-diploma programs along with U.S.-based schools. Agreed Statement of Facts ¶ 2.

ZHOU'S RESPONSE: Admitted.

24. KL US's business involved partnering with Chinese schools to run campuses that would educate students using American-style curriculum. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

25. KL US recruits and hires teachers to teach in the Chinese schools and engages in other agreements to support its Chinese operations. Agreed Statement of Facts ¶ 2.

ZHOU'S RESPONSE: Admitted.

26. KL US also provides the Chinese schools with curriculum and other IP that KL US licenses from private schools in the United States, materials, marketing and recruitment, training, administration services, and other educational support services. Lin Testimony; KL0012268; KL01140167; KL00493370; KL00496241.

ZHOU'S RESPONSE: Disputed.

27. KL US received between 22% and 40% of the tuition revenues paid by students who attended these campuses, depending on the terms of the contract with the partner school and the extent of the services that KL US provided. Lin Testimony; KL00122682; KL01140167-78.

ZHOU'S RESPONSE: Disputed.

28. The license fees that KL US paid to private schools in the United States for curriculum and other IP averaged \$365 per student per year. Lin Testimony; KL00840329; KL00840325; KL00792883; KL00495745; KL00460482; KL00483227; KL00581448; KL00741252; KL00703428; KL00967128; KL00711393.

ZHOU’S RESPONSE: Disputed.

29. On December 2, 2014, KL US established a wholly owned subsidiary in China, named Chongqing Nuolin Business Information Consulting Co., Inc. (“KL China”). Agreed Statement of Facts ¶¶ 13, 15; Lin Testimony; Zhou Testimony; KL00008670.

ZHOU’S RESPONSE: Admitted.

30. In 2014, KL US established a subsidiary named Chongqing Nuolin Business Information Consulting Co., Ltd. (“KL China”) in China. Agreed Statement of Facts, ¶ 13.

ZHOU’S RESPONSE: Admitted.

31. KL China is a Wholly Foreign Owned Enterprise (WFOE), which is a type of limited liability company in China. Kipfer Testimony.

ZHOU’S RESPONSE: Admitted.

32. KL US was the sole shareholder of KL China. Lin Testimony; Szechenyi Testimony, Kipfer Testimony.

ZHOU’S RESPONSE: Admitted.

33. The Chongqing Administration for Industry and Commerce Yuzhong District Branch issued KL China its business license on December 2, 2014. Lin Testimony, MZ00311695.

ZHOU’S RESPONSE: Admitted.

34. KL US established a wholly owned Chinese subsidiary to facilitate KL US’s business in China and to be the organizer of a school, which would eventually become KLIS, to educate the children of non-citizens residing in China. Agreed Statement of Facts ¶ 14; Lin Testimony; Zhou Testimony; KL00496241; KL00496249.

ZHOU’S RESPONSE: Disputed.

35. For instance, KL China hired school teachers, administrators and other employees in China to facilitate KL US’s business in China. Lin Testimony; KL00146922; KL00335928; KL00699151.

ZHOU’S RESPONSE: Disputed.

36. Further, KL China also collected payments made in China from KL US partner schools. Lin Testimony; KL00353609.

ZHOU’S RESPONSE: Admitted.

37. KL US has one independently operated international school and four United States schools (“Partnership Schools”) that provide curriculum to over ten branch campuses throughout China. Lin Testimony; KL00466625.

ZHOU’S RESPONSE: Disputed.

38. By the 2017-2018 school year, KL US was running approximately 16 partner school campuses in China educating at least 1,400 students. Lin Testimony, Zhou

Testimony, KL00840329, KL00840325; KL00792883; KL00128912;
MZ00293586.

ZHOU’S RESPONSE: Disputed.

39. By the 2017-2018 school year, KL US had approximately 45 employees in China, employed through KL China, and approximately 6-7 employees in the United States. Lin Testimony; Resnick Testimony; Cargill Testimony; Zhou Testimony; KL00006236.

ZHOU’S RESPONSE: Disputed.

40. In addition to its employees in the United States and China, KL US relied on services provided by CIBR. Lin Testimony; Gao Testimony; Gainsboro Testimony; Szechenyi Testimony.

ZHOU’S RESPONSE: Disputed.

41. From 2013-2018, KL US did not deduct expenses or otherwise account for the services it received from CIBR. Lin Testimony; Gainsboro Testimony.

ZHOU’S RESPONSE: Disputed.

F. KnowledgeLink International School

42. KL US entered into an International School Project Cooperation Agreement with Chongqing Bashu Asset Operation & Management Co., Ltd. dated November 2014. Agreed Statement of Facts at ¶ 19; KL00807660.

ZHOU’S RESPONSE: Admitted.

43. The purpose of this agreement was to help to establish KLIS. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

44. The purpose of KLIS was to educate the children of expatriates in China. Agreed Statement of Facts at ¶ 19.

ZHOU’S RESPONSE: Disputed.

45. KL China, acting on behalf of KL US, applied to the Chongqing Municipal Education Bureau for a School for the Children of Foreign Workers (SCFW) license to start KLIS. 2015 Application, KL01138920; Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

46. The SCFW license for KLIS was approved in 2015. 2015 Application, KL01138920; Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

47. KL China invested RMB 5 million in KLIS at its inception. Lin Testimony; KL01134227, KL01138920, KL00272105 KL01133720; KL01133721; Christine Lin Ex. 266; KL00312581; KL00739308.

ZHOU’S RESPONSE: Disputed.

48. KL China served as organizer and obtained a School Establishment License to set up KLIS. 2015 Application, KL01138920; Kipfer Testimony; KL00739284; KL00271766.

ZHOU’S RESPONSE: Disputed.

49. KL China’s “registered capital” of “RMB 5 million” “was fully used for expenditures of [KLIS].” KL00800198; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

50. KL US entered into a Memorandum with Chongqing Bashu Asset Operation & Management Co., Ltd. dated January 31, 2016, modifying the International

School Project Cooperation Agreement. Agreed Statement of Facts at ¶ 20;
KL00800198-202, Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

51. The license to operate KLIS from the Chinese Government was issued in July 2015. Agreed Statement of Facts at ¶ 19; KL00271766.

ZHOU’S RESPONSE: Admitted.

52. Since July of 2015, Zhou has been the Chairwoman of the Board of Trustees of KLIS. Agreed Statement of Facts at ¶ 23; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

53. To date, Zhou remains the Chairwoman of the Board of Trustees of KLIS. Agreed Statement of Facts at ¶ 24; Zhou Testimony; Kipfer Testimony.

ZHOU’S RESPONSE: Admitted.

54. Since July 2015, Zhou has been the legal representative for KLIS. Agreed Statement of Facts at ¶ 25; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

55. To date, Zhou remains the legal representative for KLIS. Agreed Statement of Facts at ¶ 26; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

56. In 2019, KL US’s other shareholders, Lin and Gao, sent a letter to KLIS’s board to remove Zhou as board president, which would have also removed her as KLIS’s legal representative. Kipfer Testimony; Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

57. Zhou voted not to follow the instructions of the other KL US shareholders. Kipfer Testimony; Lin Testimony; Szechenyi Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

58. By remaining KLIS’s board president and legal representative despite the request from KL US’s other shareholders that Zhou be removed, Zhou has deprived KL US of the actual control it had over KLIS and future interests that were a result of that control. Lin Testimony; Zhou Testimony; Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

G. Frank Zhou and Beituomengqi

59. In September 2014, Zhou hired Xiangke “Frank” Zhou (“Frank Zhou”) as a marketing director for CIBR’s business in China. Agreed Statement of Facts ¶ 17; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

60. After being hired, Frank became involved in the management of KL China. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

61. In June 2016, May Zhou named Frank the “legal representative” of KL China. Lin Testimony; Zhou Testimony; Agreed Statement of Facts ¶ 28; KL00007671.

ZHOU’S RESPONSE: Admitted.

62. Wang Long was an employee of KL China, and Frank Zhou was his manager after June 2016. KL01134118; Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

63. On August 31, 2016, Frank Zhou became a member of the KLIS Board of Trustees. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

64. Zhou nominated Frank Zhou to be a member of the KLIS Board of Trustees and voted in favor of his appointment. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

65. As legal representative and board president, Zhou was the top authority at KLIS and responsible for leading it. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

66. Frank worked closely with Zhou, and Zhou directed Frank to handle certain tasks for the school. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

67. As KLIS's top authority and leader who personally managed Frank, Zhou was responsible for Frank's actions. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

68. Frank Zhou remains on the KLIS Board of Trustees. Zhou Testimony; MZ00309713.

ZHOU'S RESPONSE: Admitted.

69. On September 14, 2016, Frank Zhou formed a company in China called Chongqing Beituomengqi Education Information Consulting Service Co., LTD. ("Beituomengqi"). Zhou Testimony; MZHOU-0268012; Agreed Statement of Facts ¶ 31; KL01134118; KL01134244.

ZHOU'S RESPONSE: Admitted.

70. Frank Zhou used funds from KL China to create Beituomengqi. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

71. Frank Zhou and Wang Long are the record owners of Beituomengqi, with Frank Zhou owning 99% and Wang Long owning 1%. Zhou Testimony; KL01134118; MZHOU-0268012.

ZHOU'S RESPONSE: Admitted.

72. Frank Zhou and Wang Long hold Beituomengqi on behalf of Zhou. Zhou Testimony; KL01134118; KL01134223.

ZHOU'S RESPONSE: Disputed.

73. Zhou was aware of Frank Zhou's control of Chongqing Beituomengqi at least by February 15, 2017. Zhou Testimony; MZ00004866, Zhou Exhibit 213; MZ000044853.

ZHOU'S RESPONSE: Admitted.

74. As legal representative and board president, Zhou was the top authority at KLIS and responsible for leading it. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

75. Frank worked closely with Zhou, and Zhou directed Frank to handle certain tasks for the school. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

76. As KLIS's top authority and leader who personally managed Frank, Zhou was responsible for Frank's actions. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

II. CLAIMS AGAINST ZHOU

H. Transfer of KL's Chinese business from KL US to Beituomengqi, a company owned by Zhou's confederate Frank Zhou and de facto controlled by May Zhou, without informing Lin and Gao

77. In late 2015 or early 2016, Zhou told Lin and Gao that KL needed to wire \$1 million to KL China, so KL China could invest the funds in KLIS. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

78. Lin and Gao approved the investment. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

79. On January 15, 2016, Zhou executed a "Requisition" to transfer \$1 million from KL directly to KLIS. KL00272105-09; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

80. On January 28, 2016, Bank of America wired \$1 million from KL's bank account to KLIS. KL00272105-09; Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

81. On January 31, 2016, Zhou executed, on behalf of KL, the Memorandum with Chongqing Bashu Asset Operation & Management Co., Ltd., which modified the International School Project Cooperation Agreement and stated that KL China's "registered capital" of "RMB 5 million" "was fully used for expenditures of [KLIS]." Agreed Statement of Facts at ¶ 20; KL00800198-202, Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

82. On February 17, 2016, the \$1 million transfer was reversed, less a \$25 fee. KL00272105-09; Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

83. From the time of its incorporation until May 15, 2017, KL China was the wholly owned subsidiary of KL US. Lin Testimony, Zhou Testimony; KL00799863.

ZHOU'S RESPONSE: Admitted.

84. Sometime before May 2017, Zhou told Lin that there might be an issue that could be resolved by converting KL China into a Chinese domestic corporation. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

85. Lin rejected Zhou's idea to convert the company and told Zhou so. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

86. Despite Lin's affirmative disagreement, at some time prior to May 16, 2017, Zhou authorized Frank Zhou to convert KL China from KL US's wholly owned subsidiary to a domestic corporation. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

87. Prior to May 16, 2017, Zhou and Frank Zhou agreed to transfer ownership of KL China from KL US to Beituomengqi. Zhou Testimony; KL01134118.

ZHOU'S RESPONSE: Disputed.

88. Zhou and Frank Zhou knew that this transfer of KL's Chinese Business from KL US to Chongqing Beituomengqi would be unlawful if completed. Inference.

ZHOU'S RESPONSE: Disputed.

89. Zhou and Frank Zhou intended to harm KL US, Lin and Gao by transferring KL's Chinese business from KL to Beituomengqi. Inference.

ZHOU'S RESPONSE: Disputed.

90. The transfer in fact did harm and substantially damage KL US, Lin and Gao. Lin Testimony; Resnick Testimony, Gainsboro Testimony. *See* proposed findings Section III below.

ZHOU’S RESPONSE: Disputed.

91. Neither the shareholders nor the Board of Directors of KL US agreed to convert KL China from KL US’s wholly owned subsidiary to a domestic corporation. Lin Testimony; Gao Testimony; Szechenyi Testimony; Zhou Testimony; KL00835784-86.

ZHOU’S RESPONSE: Disputed.

92. Frank Zhou directed Wang Long to prepare the documents necessary to transfer KL China’s ownership from KL US to Beituomengqi. KL01134118; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

93. Wang Long hired an agency in China to help prepare the necessary documents. KL01134118; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

94. Wang Long and the Chinese agency created an Equity Transfer Agreement of Chongqing KnowledgeLink Business Information Consulting Co., Ltd. (“Equity Transfer Agreement”) and a Chongqing KnowledgeLink Business Information Consulting Co., Ltd. Shareholder Resolution (“Shareholder Resolution”), both dated May 16, 2017. KL01134118; Zhou Testimony; Equity Transfer Agreement KL00799863; Shareholder Resolution KL00799859.

ZHOU’S RESPONSE: Admitted.

95. The Equity Transfer Agreement stated that KL US agreed to “transfer 100% of the equity of [KL China] to [Beituomengqi].” Equity Transfer Agreement KL00799863.

ZHOU’S RESPONSE: Admitted.

96. The Equity Transfer Agreement contained the same signature as had appeared on KL China’s initial corporate application. Equity Transfer Agreement KL00799863; KL00806348; Signature Comparison, KL00007709.

ZHOU’S RESPONSE: Admitted.

97. The Equity Transfer Agreement was a forgery. Lin Testimony; Gao Testimony; KL01134118; KL01134223; KL001134022.

ZHOU’S RESPONSE: Admitted.

98. Lin and Gao had never seen the Equity Transfer Agreement before KL US independently discovered it in 2018. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

99. Lin and Gao did not approve the transfer of KL China to Beituomengqi and did not know that it had taken place on June 16, 2017. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

100. Lin had specifically instructed Zhou prior to May 2017 not to change the ownership of KL US’s Chinese business. Lin Testimony; Zhou Testimony

ZHOU’S RESPONSE: Disputed.

101. The Shareholder Resolution stated that “the company’s shareholders . . . agreed that KnowledgeLink Group, Inc. shall transfer 100% of its equity [in KL China] to Chongqing Beituomengqi.” Shareholder Resolution KL00799859.

ZHOU’S RESPONSE: Disputed.

102. The Shareholder Resolution purports to contain KL US’s official seal. Shareholder Resolution KL00799859.

ZHOU’S RESPONSE: Disputed.

103. The Shareholder Resolution was a forgery. Lin Testimony; Gao Testimony; KL01134118; KL01134223; KL001134022.

ZHOU’S RESPONSE: Admitted.

104. The seal on the Shareholder Resolution that purports to be on behalf of KL US is not KL US’s official seal. Lin Testimony; Gao Testimony; KL00015868, Szechenyi Testimony; KL0092736.

ZHOU’S RESPONSE: Disputed.

105. Dated the same day as the Equity Transfer Agreement, Zhou and Frank Zhou amended the KL China Articles of Association. Zhou Testimony; KL00275890.

ZHOU’S RESPONSE: Disputed.

106. Three days after the May 16, 2017 dated Equity Transfer Agreement, Zhou, on behalf of KLIS, listed Chongqing Beituomengi in a contract with a third party program for a school summer camp. Zhou Testimony; MZ00256126.

ZHOU’S RESPONSE: Disputed.

107. On June 16, 2017, the Yuzhong Brank of the Chongqing Administration for Industry and Commerce, a Chinese agency, approved the transfer of KL China from KL US to Beituomengqi. Zhou Testimony; KL00275903.

ZHOU'S RESPONSE: Admitted.

108. KL US, Lin and Gao were damaged by Zhou's unlawful transfer of KL China to Beituomengqi. Lin Testimony, Gao Testimony; Gainsboro Testimony; Resnick Testimony. *See* proposed findings Section III below.

ZHOU'S RESPONSE: Disputed.

I. Zhou Seeks to Protect Frank Zhou and the Transfer

109. In July 2017, Lin saw on a Chinese website that KL China's registration had changed. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

110. Lin asked Zhou about the transfer. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

111. Zhou told Lin that she did not know about the transfer, did not know Beituomengqi, and would look into it. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

112. Those statements by Zhou were false. *See* proposed findings above.

ZHOU'S RESPONSE: Disputed.

113. When Lin followed up weeks later, Zhou told Lin that KL China had been transferred because KL US was required to invest RMB 5 million into KL China but had not done so. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

114. Zhou was referring to a Chinese requirement pertaining to subscribed registered capital. When KL China's license was approved, the subscribed registered capital amount was set at RMB 5 million. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

115. Under pre-2014 Chinese law, 10% of the subscribed registered capital must be paid within 90 days of WFOE approval, and the balance within two years. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

116. Per Chinese law, "paid-in" means wired directly from the WFOE's shareholder to the WFOE's foreign currency account at its Chinese bank. Kipfer Testimony.

ZHOU'S RESPONSE: Admitted.

117. After the money is wired, a process must then be followed to certify the funds as paid-in registered capital. Kipfer Testimony.

ZHOU'S RESPONSE: Admitted.

118. While KL US did send RMB 5 million to China to support the school's founding, none of this money was registered as KL China's paid-in registered capital. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

119. In 2014, China law changed to remove the deadlines for registered capital to be paid in. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

120. Lin asked Zhou why Christine Lin, who was a Chinese citizen, would not have been the owner of the domestic company, instead of an unknown company. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

121. Following the conversation, Lin directed Zhou to transfer KL China back to KL US on multiple occasions. Lin Testimony; Gao Testimony; Szechenyi Testimony; Zhou Testimony; KL00007423-29, at KL00007425; KL00007423; MZ00042996, KL00007623, KL00007624.

ZHOU’S RESPONSE: Disputed.

122. Zhou refused to do so. Lin Testimony; Gao Testimony; Zhou Testimony; May Depo Ex 38-MZ00044324; Ex 39-MZ00046150.

ZHOU’S RESPONSE: Disputed.

123. On September 20, 2017, Zhou and Frank Zhou emailed regarding how many “millions of rewards” Frank Zhou will receive. MZ00064226/MZ00269935/Zhou (2021) Ex. 33, MZ00268935; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

124. On September 27, 2017, Zhou and Frank Zhou listed Chongqing Beituomengqi as a “China Agency” for KL US. MZ00269928; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

125. On October 2, 2017, May Zhou provided Shane Foster with her biography which lists her as the “Founder, President and CEO” of KL. May, Ex. 200, KL00050139; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

126. On October 11, 2017, May Zhou emailed Frank Zhou an Agreement between KL and a partner school in China, Haimen, listing KL China as the collecting account on behalf of KL US. MZ00056104; MZ00271411; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

127. On October 11, 2017, Zhou sent Frank a form NDA for CIBR. Zhou Ex. 209, MZ00082367, Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

128. In October and November 2017, Zhou also sent Frank other NDAs for Cambridge Network and KL US, KL US partnership agreements, financials of Cambridge Network, and China planning documentation. Zhou Testimony; Zhou Ex. 210, MZ00056179, MZ00272449, MZ00272604, Zhou Ex. 211, MZ00056189, MZ00273072, MZ00274123.

ZHOU’S RESPONSE: Admitted.

129. On November 15, 2017, Zhou asked Wang Long to “...provide me with the documents about Chongqing government’s request to shut down Chongqing Nuolin Business or change its status.” Zhou Testimony; MZ00080072.

ZHOU’S RESPONSE: Admitted.

130. Wang Long replied and attached two documents, a Notice of Rectification (“Notice of Rectification”) dated May 25, 2017, and a Notice of Transferring Foreign-funded to Domestic-funded (“Notice of Transfer”) dated May 29, 2017. Zhou Testimony; MZ00274442; MZ00080072; Notice of Rectification MZ00033790; MZ00274443; Notice of Transfer MZ00033792; MZ00274444.

ZHOU’S RESPONSE: Admitted.

131. Zhou then showed Lin and Gao the Notice of Rectification and the Notice of Transfer and asserted that they provided a basis for the transfer and for Zhou's failure to reverse the transfer. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

132. Despite the intervening change in law, Zhou presented Lin and Gao with a purported government notice that claimed the registered capital must be paid in. Zhou Testimony; Kipfer Testimony. Lin Testimony; Gao Testimony; Zhou Testimony; Notice of Rectification MZ00033790/MZ00274443.

ZHOU'S RESPONSE: Disputed.

133. Zhou represented to the two other KL US Shareholders that this registered capital issue was a valid concern. Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Admitted.

134. Lin and Gao had never previously seen the Notice of Rectification or the Notice of Transfer. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

135. The Notice of Rectification was not on government letterhead. Zhou Testimony; Lin Testimony; Kipfer Testimony; Notice of Rectification MZ00033790/MZ00274443.

ZHOU'S RESPONSE: Admitted.

136. The Notice of Rectification was not legitimate and is a forgery. Zhou Testimony; Kipfer Testimony; KL001134022.

ZHOU'S RESPONSE: Disputed.

137. Both the Notice of Rectification and the Notice of Transfer were forged by Frank Zhou and Wang Long. Lin Testimony; Zhou Testimony; Dan Xiao Testimony; KL00927374, KL00506734; KL00927376; KL01134223; KL01134118.

ZHOU'S RESPONSE: Disputed.

138. Frank or one of his confederates forged at least one government notice and a letter from an accounting firm containing dire warnings regarding Article 30 and armed Zhou with these. Lin Testimony; Gainsboro Testimony; Xiao Testimony; Exs. 21, 22; 30(b)(6), March 23, 2021; Ex. 307.

ZHOU'S RESPONSE: Disputed.

139. Zhou used the false Notice of Rectification and Notice of Transfer to justify the transfer of KL China to Frank Zhou's company, Beituomengqi, and delay KL's recovery of KL China from Beituomengqi. Inference; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

140. Zhou used these forgeries to justify her decision to authorize Frank to transfer KL China's assets and equity for no consideration to his company Beituomengqi. Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

141. Further, Zhou claimed that because Frank Zhou's company was Chinese it was not subject to the funding obligation imposed on foreign companies. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

142. Zhou ratified Frank Zhou's transfer without informing Lin and Gao. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

143. Zhou ratified Frank Zhou's transfer knowing that she did not have the explicit approval of the Board of Directors of KL US and that Lin had specifically rejected the idea of converting KL China to a domestic corporation. KL00835784-86; Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

144. On May 16, 2017, KL China's equity and assets were transferred to Chongqing Beituomengqi secretly and without consideration. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

145. By using the forged notice as justification, Zhou permitted Frank to take control and ownership of KL China. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

146. At the time of transfer, KL China had no less than \$2.0M in cash and approximately \$1.6M in accounts receivable. Lin Testimony; Gainsboro Testimony; KL00122574-76; Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

147. KL US had the right to repatriate these funds to the United States. Kipfer Testimony.

ZHOU'S RESPONSE: Admitted.

148. Nonetheless, Zhou permitted Frank to misappropriate these funds. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

149. KL US has never recovered these funds. Lin Testimony; Gainsboro Testimony; Resnick Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

150. After several years of petitioning the Chinese Authorities, KL US was able to recover KL China. Lin Testimony; Gao Testimony; KL00927376.

ZHOU'S RESPONSE: Admitted.

151. Zhou made multiple statements to the Chinese authorities during this process and took actions which interfered with KL US's efforts to recover KL China. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

152. When ownership of KL China was returned to KL US in 2022, it still had no paid-in registered capital on record and additionally owned no licensed intellectual property. Lin Testimony; Gainsboro Testimony; Resnick Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

153. Within less than a month of the transfer, Frank made the following changes to KL US's Chinese business:

- a. Changed the company and investor type;

ZHOU'S RESPONSE: Admitted.

- b. Extended the paid-in capital date twenty years;

ZHOU'S RESPONSE: Admitted.

- c. Changed shareholder away from KL US to Beituomengqi;

ZHOU'S RESPONSE: Admitted.

- d. Changed the company name; and

ZHOU'S RESPONSE: Admitted.

- e. Reduced the subscribed registered capital amount to RMB 1 million

ZHOU'S RESPONSE: Admitted.

Zhou Testimony; Kipfer Testimony.

154. Lin learned long after the transfer that Frank accomplished this transfer with a forged shareholder agreement and a forged equity transfer agreement. Lin Testimony; Zhou, Testimony.

ZHOU'S RESPONSE: Disputed.

155. The Equity Transfer Agreement was executed with an unsanctioned corporate stamp. KL0015868, Szechenyi Testimony; Zhou Testimony; Zhou Dep. Sept. 27, 2018, Exhibit 5; KL0092736.

ZHOU'S RESPONSE: Disputed.

156. Frank or one of his confederates executed the Equity Transfer Agreement with the unsanctioned corporate stamp. KL0092736.

ZHOU'S RESPONSE: Disputed.

157. Sometime in 2017, Zhou executed a power of attorney the (Frank Zhou POA") that purported to:

authoriz[e] Zhou Xiangke (ID number: 410105197802152838) to act as a representative. When handling related affairs of KnowledgeLink Group Inc. in China, if the legal representative is required to sign, Zhou Xiangke will sign on my behalf. I hereby endorse the documents signed by Zhou Xiangke on behalf of the legal representative.

KL00276296; Zhou, Feb. 19, 2021, Ex. 227; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

158. The Frank Zhou POA is dated May 1, 2016. KL00276296.

ZHOU'S RESPONSE: Admitted.

159. Zhou and Frank Zhou initially claimed that the Frank Zhou POA was signed in May 2016. Zhou Testimony; KL00276296; KL01134212; KL00932325; KL01134227; KL01134237.

ZHOU'S RESPONSE: Admitted.

160. During questioning by the Chinese Authorities in 2021, Zhou claimed that she signed a document in 2016 but had to resign a document in 2017 stating that she was issuing the Power of Attorney. Zhou Testimony, KL000932325.

ZHOU'S RESPONSE: Disputed.

161. Zhou agreed that the Frank Zhou POA was actually signed in 2017 but that it was backdated. Zhou Testimony, KL000932325.

ZHOU'S RESPONSE: Disputed.

162. According to the transcript of an interrogation of Frank Zhou, Frank Zhou's testimony was "Q. When was the power of attorney signed retroactively?" A. I can't remember, probably in 2017 or early 2018. Q. Just now the public security authorities do not provide the corresponding evidence, why didn't you tell the truth? A. I don't remember exactly." KL01134237.

ZHOU'S RESPONSE: Disputed.

163. Zhou argues she had an agreement with Lin that included the right to transfer KL China without shareholder or board approval, and for no consideration. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

164. Zhou never made this argument to the board at any point prior to her termination as CEO of KL US. Lin Testimony, Gao Testimony, Szechenyi Testimony.

ZHOU’S RESPONSE: Admitted.

165. On January 16, 2018, Frank Zhou sent May Zhou a draft of a “Collection and Payment” agreement between KL China and KL US. MZ00278922; Zhou (2021) Ex. 35.

ZHOU’S RESPONSE: Admitted.

166. The stamp on the “Collection and Payment Agreement” document is not a stamp authorized to be used by KL US. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

167. Zhou thereafter presented the “Collection and Payment” agreement to the Board. Lin Testimony; Gao Testimony; Szechenyi Testimony.

ZHOU’S RESPONSE: Admitted.

168. On January 23, 2018, May Zhou emailed Frank Zhou informing him that there will be a change in salary organization and bonus system for 2018, while Frank Zhou asks May what to do if he “exceeds” the limits. Zhou Testimony; MZ00279856.

ZHOU’S RESPONSE: Disputed.

169. On January 28, 2018 and January 29, 2018, Frank Zhou and May Zhou discuss agreements with third parties, referring to both KL US and Beituomengqi. Zhou 214 MZ00034683; MZ00034705/707, MZ00281014/MZ00280973, MZ00280920/MZ00280925. Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

170. About a week after the filing of KL US's complaint against Zhou in the direct action and days after the KL Parties filed a, soon to be successful, preliminary injunction, Zhou sent Frank Zhou an email containing KL confidential information including all of Cambridge agreements. MZ00080346; Zhou Ex. 212; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

171. Further, from 2019 - 2023, Zhou continued to communicate with Frank Zhou regarding KL US and KLIS matters. MZ00310728 ; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

172. In 2018-2020, representatives from KL US traveled to Chongqing, China to attempt to discover more information regarding the transfer of KL China to Beitumengqi. Xiao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Admitted.

173. During this trip, Chinese authorities allowed Kai Chuang, Xiao and Gainsboro to review, but not copy, certain documents relating to the transfer. Xiao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

174. These documents included certain financial books of KL China and records relating to "personal corporate accounts" used in the facilitation of KL China's business. Xiao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Admitted.

175. Personal corporate accounts are corporate accounts put in a personal name for statutory reasons in order to do business in China for tax reasons. Gainsboro Testimony.

ZHOU'S RESPONSE: Admitted.

176. It was standard practice for KL US and KL China to have an account in an individual's name. Lin Testimony; Gao Testimony; Zhou Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

177. Gainsboro did not review the records for these personal corporate accounts prior to 2019. Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

178. During this review, KL US discovered that data provided by Zhou and other employees loyal to Zhou in China was inaccurate. Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

J. KL US Founds KLIS

179. In November 2014, Zhou signed an International School Project Cooperation Agreement dated November 2014, purportedly on behalf of KL US, with Chongqing Bashu Asset Operation and Management Co., Ltd. Agreed Statement of Facts ¶ 19; International School Project Cooperation Agreement (KL00890738).

ZHOU'S RESPONSE: Admitted.

180. Bashu Asset Operation and Management Co. Ltd. was one of several related Bashu entities that operate schools in Chongqing. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

181. The International School Project Cooperation Agreement contemplated that KL US would “set[] up a wholly foreign-owned company, which would “serve as sponsor for application and establishment of [an] International School.” International School Project Cooperation Agreement(KL00890738).

ZHOU’S RESPONSE: Admitted.

182. The International School Project Cooperation Agreement stated that Bashu Asset Operation and Management Co. Ltd. would own 70% of the foreign-owned company’s equity and KL US would own 30% of its equity. International School Project Cooperation Agreement(KL00890738); KL00800198; Zhou Ex. 202.

ZHOU’S RESPONSE: Admitted.

183. Zhou did not disclose the International School Project Cooperation Agreement to Lin or Gao. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

184. On May 10, 2015, KL China submitted an application to the Chongqing Municipal Education Commission to establish “a school for the children of foreigners in Chongqing” with the proposed name “Chongqing KnowledgeLink Bashu International School (‘KLIS’).” Application for Establishment of a School (KL01138920) (“2015 Application”); Lin Testimony, Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

185. “During the preparation period of KLIS, [KL US] visited Chang'an, Korean companies and consulates in Chongqing, and the American Chamber of Commerce.” 2015 Application.

ZHOU’S RESPONSE: Disputed.

186. The 2015 Application described KL China as “an independent foreign-funded company invested by Knowledge Link” and the “organizer” of KLIS, with the right to establish “the decision-making organization for the school and recommend[] a chairman of the Board of Directors,” to “[f]ormulat[] bylaws for the school,” and to elect “The first Board of Directors and its head.” 2015 Application; Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

187. The 2015 Application provided information about KL US, including:
- a. That KL US “attracted thousands of students and educators from all over the world to participate in projects every year . . . [and] successfully established 8 schools in China”;

ZHOU’S RESPONSE: Admitted.

- b. “information about the president of KnowledgeLink,” Zhou;

ZHOU’S RESPONSE: Admitted.

- c. attaching KL US’s Articles of Organization; and

ZHOU’S RESPONSE: Admitted.

- d. A “Certificate of Good Standing for [KL US]” from Bank of America.

ZHOU’S RESPONSE: Admitted.

2015 Application.

188. The 2015 Application also described commitments that KL US made on behalf of KL China and KLIS, including:

- a. If KLIS's "enrollment target is still not reached [after 2016], [KL US] will utilize its global enrollment channels to recruit students globally";

ZHOU'S RESPONSE: Disputed.

- b. KLIS teachers could "work at other KnowledgeLink China campuses" if there was insufficient enrollment;

ZHOU'S RESPONSE: Disputed.

- c. If KLIS closed, "as a [KL US] investment project . . . the students can transfer to another school or go on to higher education, and the staff can be transferred to other campuses on a voluntary basis";

ZHOU'S RESPONSE: Disputed.

- d. If enrollment did not reach its target within five years, KL US would "use fund raising, capital increase, loans and other means to ensure normal operation"; and

ZHOU'S RESPONSE: Disputed.

- e. If KLIS's "cash on hand [did] not meet the operating budget for" a fiscal year, KL US would "provide[] KLIS with a loan to meet operations, and KL US "provide[d] a guarantee to KLIS teacher salaries to ensure that monthly teacher staff salaries are paid on time."

ZHOU'S RESPONSE: Disputed.

2015 Application.

- 189. KL US submitted a "Letter of Commitment on guaranteeing funds for running the school," in which KL US promised "to put in place preparatory funds before the school for children of foreigners obtains a school-running license," to "provide funds to [KL China] by way of capital increase or loan to make up for the loss,

and to ensure that the school's teacher's salary, utilities, school rent and other basic expenses are paid normally” “if [KLIS] incur[ed] a loss” in its first three years, and “to assume the liability for the liquidation of the preferred debts possessed by its shares if” KLIS ceased operations and its “property [wa]s insufficient to satisfy the preferred debts.” 2015 Application.

ZHOU’S RESPONSE: Disputed.

190. The 2015 Application described KL US and KL China as “investing funds,” having “invested,” or having made an “investment” in KLIS. 2015 Application.

ZHOU’S RESPONSE: Disputed.

191. The money to “set up” KLIS came from KL China. Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

192. Zhou did not disclose the 2015 Application to Lin or Gao. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

193. On July 9, 2015, the Chongqing Municipal Education Commission issued Chongqing International School License No. CQWJ002. KL00811645; KL00811695; Agreed Statement of Facts ¶ 21.

ZHOU’S RESPONSE: Admitted.

194. To date, the Chongqing Municipal Education Commission has issued only two such licenses. Lin Testimony; Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

195. Upon KLIS's founding, Zhou became KLIS's "legal representative," a trustee, and the Chair of KLIS's Board of Trustees. Zhou Testimony; KL00271766; Agreed Statement of Facts ¶¶ 23, 25.

ZHOU'S RESPONSE: Admitted.

196. The legal representative is a corporate position, unrelated to legal counsel as is commonly understood in the United States. Kipfer Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

197. In China, a legal representative is responsible for exercising rights and assuming obligations on behalf of the school. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

198. These legal obligations are rooted in Chinese company laws, primarily outlined in Article 148 of the 2005 Revision of the PRC Company Law, and subsequently reinforced in the 2018 revised Company Law. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

199. A common way for a legal representative to exercise rights and assume obligations is for the legal representative to physically control the school's official government-issued chop. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

200. In China, a company or school's official chop on a document is a requirement to conduct almost any kind of business or complete government forms. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

201. The legal representative of a Chinese company is personally responsible for the company's conduct and legal compliance and fails to meet her or his duty of care where she or he fails to undertake actions necessary to protect the company or permit others to take actions that are detrimental to the company. Lin Testimony; Gao Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

202. The organizer of a Chinese entity is generally its investor. Lin Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

203. By May 1, 2017, KL China had invested ¥5 million in KLIS. Lin Testimony; KL00835518; KL01133720; KL01133721.

ZHOU'S RESPONSE: Disputed.

204. Both a KL China accountant report and KL US's financial records, treated the investment as paid-in capital. KL00739308; KL00322758; Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

205. Controlling the composition of a school's board of directors is commonly used by the owners/organizers of schools in China to maintain control of the schools they establish and in which they invest. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

206. By controlling the composition of the board of directors and therefore the school, organizers of nonprofit schools in China – and through them parent companies like KL US, serving as organizers – can receive a “reasonable return” on their

investments pursuant to the PRC's Law to Promote Private Education Article 51.

Lin Testimony; Gao Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

207. The organizer is allowed to receive the reasonable return due to the organizer having spent time, effort, and the assets and other resources required to start the school, as long as the organizer does not pull excessive or needed funds from the school. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

208. The normal method for an organizer to receive this reasonable return is by licensing its IP and curriculum to the school, renting the building to the school, and setting up maintaining companies to provide services to the school. Lin Testimony; Gao Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

209. KL US and KL China expected to make such reasonable returns by providing services to KLIS. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

210. KL US and KL China also expected to use KLIS to expand the companies mission, connections and opportunities in China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

211. Since 2015, Zhou has been on the Board of Trustees of KLIS. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

212. Zhou is the Chairwoman of the Board of Trustees of KLIS. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

213. Since July 2015, Zhou has been the legal representative for KLIS. KL00271766;
Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

K. Zhou and Frank Zhou Take Control of KLIS

214. KL US, through KL China, was the original organizer of KLIS. Zhou Testimony;
Lin Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

215. Zhou, as both KLIS legal representative and KLIS board director, would have
been required to agree to a change in the organizer of KLIS and any government-
required paperwork would need to be stamped with the KLIS official stamp.
Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

216. Zhou allowed KLIS to change its organizer away from KL US. Kipfer Testimony;
Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

217. By and through this conduct, Zhou deprived KL US of the actual control it had
over KLIS and future business interests that were a result of that control. Kipfer
Testimony.

ZHOU'S RESPONSE: Disputed.

218. If Zhou did not in fact apply to change the sponsor, KLIS is in violation of
relevant laws since KL China no longer has the organizer's rights of control and
the ability to collect a reasonable return from KLIS. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

219. In 2015, KL US fully controlled KLIS though KL China and KLIS's board of trustees. Lin Testimony; Zhou Testimony; 2015 Application, KL01138920.

ZHOU'S RESPONSE: Disputed.

220. The board of trustees contained three direct employees of KL US, the legal representative of KL China, and the Education Manager of St. Mary's School, KL US's biggest education partner in the US. Zhou Testimony; Lin Testimony; 2015 Application, KL01138920.

ZHOU'S RESPONSE: Admitted.

221. KL China as KLIS's sole shareholder and organizer was entitled to appoint KLIS's board of trustees, referred to as the Council. Lin Testimony; 2015 Application, KL01138920; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

222. KLIS's charter specifically contemplates KL China's representation and requires KL China's approval to replace its board members. KLIS Charter, attached to 2015 Application KL01138920.

ZHOU'S RESPONSE: Disputed.

223. Specifically, under the original KLIS charter, among the powers assigned to KL China was the appointment of KLIS's "first Board of Directors and its head . . .". The charter further states that "[i]f any change to the composition of the Board of Directors involves the organizer, a Board of Directors member shall be recommending [sic: translation] by the organizer." Kipfer Testimony. KLIS Charter, Attached to KLIS 2015 Application, KL01138920, Charter 3, Article 11, (2) and (6).

ZHOU'S RESPONSE: Disputed.

224. These provisions of the charter provided safeguards for the organizer, KL China.
Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

225. Zhou and Frank Zhou agreed to remove KL US's control of KLIS by changing
the composition of the KLIS board of trustees without the knowledge of KL US.
Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

226. Zhou and Frank Zhou knew that this removal of KL US's control was unlawful.
Inference; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

227. Zhou and Frank Zhou intended to harm KL US by removing KLIS from its
control. Inference; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

228. Zhou and Frank Zhou harmed and damaged KL US by removing KLIS from its
control. Lin Testimony, Gao Testimony.

ZHOU'S RESPONSE: Disputed.

229. Without the participation or knowledge of KL US, Lin or Gao, the composition of
the KLIS board of directors changed over time with Zhou's participation and
approval to include board members loyal to Zhou. Inference; MZ00131496;
MZ00130456; MZ00131496; MZ00151707; Zhou Testimony; KL01134244.

ZHOU'S RESPONSE: Disputed.

230. Frank Zhou assisted Zhou with changing the composition of the KLIS Board.

Zhou Testimony; MZ00131496; MZ00130456; MZ00131496; MZ00151707; *See* *infra*.

ZHOU’S RESPONSE: Disputed.

231. Specifically, as of 2015 the five members of the KLIS board of trustees were:

- a. May Zhou, who held herself out as "President of KnowledgeLink, President of The Cambridge Institute of International Education";

ZHOU’S RESPONSE: Admitted.

- b. American Peter Gangemi, who was "the global vice president of KnowledgeLink";

ZHOU’S RESPONSE: Admitted.

- c. American Frank Phillips, who was the "Education manager and teacher at St. Mary's School," then CIBR's main partner;

ZHOU’S RESPONSE: Admitted.

- d. Zhen "Jane" Cai, who was "responsible for the operation of KnowledgeLink Group's school projects in China"; and

ZHOU’S RESPONSE: Admitted.

- e. An Liang, who was also the "Legal person" of KL China and "CIIE China Region Executive Director."

ZHOU’S RESPONSE: Admitted.

Zhou Testimony; KL01138920; 2015 Application, KL01138920.

232. On March 19, 2020, Zhou, on behalf of KLIS, signed and submitted an “Application for Registration of KL International School of Chongqing Bashu

[KLIS] to the Ministry of Civil Affairs of the Peoples Republic of China" ("2020 Application"). Zhou Testimony; 2020 Application; KL00739284; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

233. Among the purposes of the 2020 Application were to secure a Unified Social Credit Code and to register KLIS as an official Nonprofit Organization ("NPO"). 2020 Application; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

234. KLIS was not eligible to register officially as an NPO because its legal representative, Zhou, was not a citizen of the PRC. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

235. When Zhou filed the 2020 Application, the five members of the KLIS board of trustees were:

- a. May Zhou, who listed herself as "American JSMZ Solutions Company chairman." JSMZ is an entity Zhou and her husband own.

ZHOU'S RESPONSE: Admitted.

- b. Chen Mingchun of "Beijing Wangbo Vision Technology Co. LTD GM Assistant" and member of the Chinese Communist Party;

ZHOU'S RESPONSE: Admitted.

- c. Li Ling, the "Chongqing Hantang Film and Television Culture Media Co. LTD Chairman" and member of the Chinese Communist Party;

ZHOU'S RESPONSE: Admitted.

- d. Wang Yong of the "Institute of Robotics and Intelligent Equipment, Chongqing University of Arts and Sciences Director" and member of the Chinese Communist Party;

ZHOU'S RESPONSE: Admitted.

- e. Frank Zhou was a board member and had been appointed general manager.

ZHOU'S RESPONSE: Admitted.

Zhou Testimony; 2020 Application, KL00739284.

- 236. On August 31, 2016, Zhou nominated Frank Zhou to KLIS's board of trustees and voted for his approval, replacing Frank Phillips. Zhou Testimony; MZ00121790.

ZHOU'S RESPONSE: Disputed.

- 237. At the time, Frank Zhou was an employee of KL China and, so far as the KL Parties knew, was loyal to KL US. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

- 238. Also on August 31, 2016, Liang An was replaced by Shane Foster, who was the Head of the Barstow School, one KL US's main business partners, and also an employee of KL US, meaning that all five members of KLIS's board of trustees were employees of KL US or KL China. MZ00121790; Lin Testimony; Zhou Testimony; Foster Testimony Designations at 13-14.

ZHOU'S RESPONSE: Disputed.

- 239. After conspiring to transfer control of KL China from KL US to Frank Zhou's company in 2017, however, Zhou and Frank Zhou together implemented a

common scheme to remove all KL US control of the KLIS board of trustees.

Inference; Zhou Testimony; *see supra* documents and testimony.

ZHOU’S RESPONSE: Disputed.

240. On March 21, 2018, Zhou and Frank Zhou nominated and voted to replace Zhen Cai — a KL employee — with Guohua Wang, who was the President of Bashu Asset and had no relation to KL US. Zhou Testimony; KL00450625.

ZHOU’S RESPONSE: Disputed.

241. Zhou did not disclose to KL US, Lin or Gao the appointment of Guohua Wang to KL US, Lin, or Gao, nor did she seek their input or agreement to replace an appointee of KL US with an unaffiliated person. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

242. On July 4, 2018, Zhou voted to replace Guohua Wang with Minchun Chen, who was nominated by Guohua Wang and also had no relation to KL US. Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

243. Zhou did not disclose the appointment of Minchun Chen to KL US, Lin, or Gao, nor did she seek their input or agreement. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

244. On August 14, 2018, Zhou represented to the KL US Board of Directors that she did not know “who the legal representative was for KLIS.” Lin Testimony, Gao Testimony, Zhou Testimony, Szechenyi Testimony; KL00015985.

ZHOU'S RESPONSE: Admitted.

245. On February 22, 2019, Zhou nominated and voted to replace Shane Foster — a KL US employee — with Ling Li. Zhou Testimony; MZ00131496; MZ00130750; MZ00134396.

ZHOU'S RESPONSE: Disputed.

246. Zhou did not disclose the appointment of Ling Li to KL US, Lin, or Gao, nor did she seek their input or agreement to replace a KL US employee and appointee with an unaffiliated person. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

247. On March 7, 2019, Zhou voted to replace Peter Gangemi — a KL US employee — with Wenli Long. Zhou Testimony; MZ00131496; MZHOU-0267261.

ZHOU'S RESPONSE: Disputed.

248. Zhou did not disclose the appointment of Wenli Gong to KL US, Lin, or Gao, nor did she seek their input or agreement to replace a KL US employee and appointee with an unaffiliated person. Lin Testimony, Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

249. On September 25, 2019, Zhou voted to replace Wenli Gong with Yong Wang. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

250. Zhou did not disclose the appointment of Yong Wang to KL US, Lin, or Gao, nor did she seek their input or agreement. Lin Testimony, Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

251. KLIS board members serve three-year terms, after which their appointment must be renewed. KLIS Charter attached to 2015 Application KL0073984, Charter 3, Article 11, (4).

ZHOU'S RESPONSE: Admitted.

252. Since 2018, May Zhou (twice), Frank Thou (twice), Minchun Chen, Ling Li, and Yong Wang have been renewed as KLIS board members. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

253. Zhou did not disclose those renewal votes to KL US, Lin, or Gao, nor did she seek their input or agreement. Lin Testimony, Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

254. Zhou disclosed these appointments and removals for the first time in her Supplemental Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou, dated November 30, 2023. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

255. When Zhou filed the 2020 Application, none of the board members were affiliated with KL US, except Zhou herself, minority owner of KL US, but who by then was entirely disloyal and adverse to KL US. All five board members as of 2020 were loyal to May Zhou. Inference; Zhou Testimony; Lin Testimony, Gao Testimony, Zhou Testimony; 2020 Application, KL00739284.

ZHOU'S RESPONSE: Disputed.

256. Zhou attached to the 2020 Application a May 1, 2015 “Letter of Commitment for Donation” (“Donation Letter”) that she signed on KL China’s behalf. The letter states:

Chongqing Civil Affairs Bureau:

Chongqing KL Education Information Consulting Service Co., Ltd. promises to donate 5 million yuan (in words: RMB 5 million yuan only) free as the activity fund for the planned Chongqing KL Bashu International School.

Chongqing KL Education Information Consulting Services Co., Ltd. promises: the fund is the legal and free fund of Chongqing KL Education Information Consulting Services Co., Ltd. In accordance with relevant national laws, regulations and policies, after the establishment of Chongqing KL Bashu International School, the capital will be used as social public assets, and Chongqing KL Education Information Consulting Service Co., Ltd. will no longer own the fund ownership.

Promisor: Chongqing KL Education Information Consulting Service Co., Ltd.

2020 Application, KL00739284.

ZHOU’S RESPONSE: Disputed.

257. The stamp used to endorse the Donation Letter could not have existed on May 1, 2015, the date Zhou sealed on the Donation Letter. The seal reflects KL China’s official name as “Chongqing KL Education Information Consulting Service Co., Ltd.” The Donation Letter itself likewise could not have existed because it also uses the name “Chongqing KL Education Information Consulting Service Co., Ltd.” Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

258. That name did not exist on May 1, 2015. In 2015 the company's name was "Chongqing KL Business Information Consulting Service Co., Ltd." Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

259. Its name was changed by Frank Zhou two years later. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

260. Although the Donation Letter is dated 2015, it was not submitted with the 2015 license application. Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

261. The 2020 Application attached purported "Minutes of the first meeting of the first council of [KLIS]," which were dated September 25, 2019 and signed by Zhou, Frank Zhou, and three other board members. Zhou Testimony; 2020 Application, KL00739284.

ZHOU'S RESPONSE: Disputed.

262. The September 25, 2019 Minutes stated that the board — including Zhou — had "passed the Articles of Association" of KLIS and that "May X. Zhou shall be the legal representative and chairman of the council." Zhou Testimony; 2020 Application, KL00739284.

ZHOU'S RESPONSE: Disputed.

263. Even though KLIS's Charter directed that "[t]he first session of the council and its head shall be elected by the organizer" and that KL China had the right as organizer to "[m]ak[e] the school's Articles of Association," Zhou never notified

KL US, Lin or Gao or sought their input on KLIS's articles of association, the composition of the board, or her own appointment as chairman. KLIS Charter at KL00739284; Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

264. Also attached to the 2020 Application was a revised KLIS Charter. Kipfer Testimony; 2020 Application.

ZHOU'S RESPONSE: Disputed.

265. This change to the KLIS Charter ensured that, even once KL China was returned to KL US, it would have no ability to appoint board members, thereby depriving KL China of control over KLIS. Kipfer Testimony; 2020 Application, KL00739284.

ZHOU'S RESPONSE: Disputed.

266. The revised KLIS Charter also designated "Chongqing KL Education Information Consulting Service Co., Ltd" as KLIS's organizer (emphasis added), even though Zhou knew that KL US disputed that name change, and even though Chongqing KL Education Information Consulting Service Co., Ltd could not legally be KLIS's organizer because it was not a foreign-owned company. Lin Testimony; Zhou Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

267. Regarding the KLIS Charter, under the Companies Law of the People's Republic of China, Council members (trustees) were appointed by KL China, which was controlled by KL US. Under Article 12 of the KLIS Charter, the "Powers of Council," include "[r]e-elect or by-elect the council members and advisors." This

provision guaranteed that the present board — which includes Zhou, its Chair, and Frank Zhou as two of its five members — would control the composition of the board even if, as it happened, KL US recovered KL China. KLIS Charter at KL00739284; Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

268. When Zhou’s 2020 Application was approved, the PRC approved the revised KL Charter. 2020 Application; Kipfer Testimony. MZ00157367.

ZHOU’S RESPONSE: Disputed.

269. Zhou never informed her fellow KL US shareholders, Lin and Gao that the 2020 Application had been filed or approved. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

270. Similarly, Zhou never disclosed that she, as legal representative and chairman of KLIS’s board, had voted to approve the KLIS Charter that ensconced the existing board and precluded KL China from replacing them. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

271. KL China’s most valuable asset was its licensed international school which it controlled by controlling the composition of the KLIS board of directors. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

272. The People's Republic of China had issued only two such school operating licenses for all of Chongqing, a city of more than 30 million people; KL China controlled one of them. Lin Testimony; Gao Testimony; Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

273. Further, KLIS is the only American curriculum Pre-K through grade 12 school in Chongqing. Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

274. Though the Market Supervision Bureau approved KL US's petition and returned KL China to KL US, KL US has been unable to recover KL China's rights in KLIS. Kipfer Testimony; Lin Testimony; Gao Testimony; KL 30(b)(6) Ex. 307, KL00927374.

ZHOU'S RESPONSE: Disputed.

275. Zhou's actions of removing KL US's control of KLIS caused KL US financial damage. Lin Testimony; Gao Testimony; Gainsboro Testimony; Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

L. Zhou Uses Beijing Nuolin to Transfer KL US Intellectual Property to Frank Zhou

276. In 2013, Zhou directed Jingdong Li, the general manager and legal representative of Beijing Meihuida Education Consulting Co., Ltd - Cambridge Network Beijing Branch, to establish Beijing Nuolin International Education Consulting ("Beijing Nuolin"). Agreed Facts ¶ 50.

ZHOU'S RESPONSE: Admitted.

277. Jingdong Li was Zhou's friend and former classmate. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

278. In September 2013, Beijing Nuolin was registered in China. Agreed Facts ¶ 51.

ZHOU'S RESPONSE: Admitted.

279. At its founding, Zhou's mother was the 70% shareholder of Beijing Nuolin, and Jingdong Li was the 30% shareholder. Agreed Facts ¶ 52; KL00309646; KL00276267-72.

ZHOU'S RESPONSE: Admitted.

280. At its founding, Li Jingdong was Beijing Nuolin's legal representative. Agreed Facts ¶ 53; KL00276267-72.

ZHOU'S RESPONSE: Admitted.

281. At its founding, Beijing Nuolin had registered capital of RMB 500,000, with RMB 350,000 attributed to Zhou's mother and RMB 150,000 attributed to Li Jingdong. Agreed Facts ¶ 54; KL00309646; KL00276267-72.

ZHOU'S RESPONSE: Admitted.

282. The RMB 500,000 in registered capital came from Cambridge Network. Agreed Facts ¶ 55; KL00309646; KL00276267-72.

ZHOU'S RESPONSE: Admitted.

283. At no time did Zhou inform or gain approval from the Board of Directors regarding the various actions relating to Beijing Nuolin. Zhou Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

284. Both KL US and KL China qualified as applicants for IP ownership because foreigners are allowed to do so in China. Kipfer Testimony.

ZHOU'S RESPONSE: Admitted.

285. However, Zhou never registered in China trademarks or service marks on behalf of KL US or KL China. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

286. Beginning in 2015, Beijing Nuolin attempted to register service marks relating to KnowledgeLink, as well as Chinese characters for "KnowledgeLink International." KL00477943-4; KL00273906; KL00273910; MZ00132190-1; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

287. In 2016, May and Frank discussed whether they should attempt to register the trademark for KLIS. MZ00192418; MZ00187796; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

288. On June 29, 2016, Beijing Nuolin applied for the Trade Name "KLIS" (Registration No. 20481636) in category 41-Educational Entertainment, and the trademark is noted. KL0505191 8.1; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

289. Beijing Nuolin obtained the trademark for the Chinese characters for "KnowledgeLink International" in China on October 7, 2016. KL00147623-4; Zhou Testimony; May Zhou Dep. Ex. 222, Feb. 19, 2021; KL01133990.

ZHOU'S RESPONSE: Disputed.

290. On June 19, 2017, May Zhou requested that Li Jingdong sign an entrustment agreement regarding Beijing Nuolin which stated that May Zhou entrusted Li Jingdong to hold Beijing Nuolin on her behalf and that Li Jingdong would exercise her shareholder rights on Zhou's behalf. Zhou Ex. 219, MZ00022134; Zhou Ex. 220, MZ00055385; Zhou Ex. 221, MZ00055385; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

291. In 2017, Beijing Nuolin obtained trademarks for the Chinese characters for "KnowledgeLink International" and the service marks relating to KL US in the United States. KL00273906; KL00273910; Zhou Exs. 223/224; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

292. Zhou violated her responsibilities to the other shareholders, Lin and Gao, by not registering these trademarks for KL US or KL China. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

293. Later, in August of 2018, after her termination as a KL US employee, Zhou cause Beijing Nuolin to transfer the "KnowledgeLink International" trademark to Chongqing Beituomengqi. *See* Ex. 79; Exhibit 85, KL00505212-3; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

294. Beijing Nuolin also owned KL China's websites, kleducation.cn and kleducation.org.cn. KL00001395; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

295. In 2018, Zhou made Wang Long the legal representative of Beijing Nuolin to help facilitate these transfers. Zhou Testimony; KL00505191-211.

ZHOU’S RESPONSE: Disputed.

296. On April 18, 2018, Beijing Nuolin registered the website “www.kleducation.cn.”
Zhou Testimony; Beijing Nuolin Official Registration, KL00505191.

ZHOU’S RESPONSE: Disputed.

297. On August 6, 2018, Beijing Nuolin completed the transfer of KL trademarks to
Chongqing Beituomengqi. Zhou Testimony; KL00477943-44.

ZHOU’S RESPONSE: Disputed.

298. Zhou did not inform Lin or Gao that Beijing Nuolin transferred KL trademarks to
Chongqing Beituomengqi. Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Admitted.

299. Zhou violated her responsibilities to Lin and Gao by instructing or allowing Frank
to register the marks to a company unrelated to KL US and by transferring
trademarks and tradenames to Frank’s company. Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

300. Though this conduct, Zhou deprived KL US of licensing fees and royalties it
would have otherwise been entitled to receive. Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

M. Zhou Misappropriates Additional Intellectual Property

301. In 2013 and without KL US’s authorization, Zhou directed the registration of a
Beijing company using KL US’s Chinese name - Beijing KnowledgeLink. Zhou
Testimony; Kipfer Testimony.

ZHOU’S RESPONSE: Disputed.

302. By doing so and not involving the other KL US shareholders, Zhou acted beyond
the scope of her authority and weakened KL US’s name and trademarks,

depriving KL US of future business interests in China. Kipfer Testimony; Zhou Testimony; *see* paragraphs *supra*.

ZHOU'S RESPONSE: Disputed.

303. At least some of the transfers of KL US trademarks and tradenames which Zhou approved occurred after the entry of a preliminary injunction in this matter. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

304. The transfer of KL US intellectual property to Beituomengqi was not in the best interest KL US or KL China of Lin and Gao and impaired their interests in KL China and KLIS. Kipfer Testimony.

ZHOU'S RESPONSE: Disputed.

305. Starting in 2016, Frank's company Beituomengqi registered 10 KLIS trademarks with the Trademark Office of China National Intellectual Property Office. Kipfer Testimony; Zhou Testimony; KL01133990.

ZHOU'S RESPONSE: Disputed.

306. Beituomengqi is still the current owner of these trademarks. Kipfer Testimony. KL01133990.

ZHOU'S RESPONSE: Disputed.

307. Seven of these marks were originally registered under the name of Beituomengqi, starting in December 2018 and continuing through January 2021. Kipfer Testimony; Zhou Testimony; MZHOU-0003778; KL00477943; KL01135777; KL01135867; KL01124459; KL01133990.

ZHOU'S RESPONSE: Admitted.

308. Two of these marks were originally applied by and then assigned from Beijing KL to Beituomengqi. Zhou Testimony; Kipfer Testimony; KL00354288, KL00354289, KL00354290; KL00273906; KL00273908; KL0027390.

ZHOU'S RESPONSE: Disputed.

N. KL US Following the Transfer

309. On October 3, 2017, Lin became President of KL US through a majority vote of the Board of Directors. KL00007690; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

310. At an October 10, 2017 meeting, the KL US Board voted on and approved a motion to receive an analysis of contractors in China. Zhou objected to the motion and abstained from voting. KL00007691; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

311. By no later than November 14, 2017, Lin told Zhou - referring to the transfer of KL China to Beituomengqi - "This is not negotiable, you need to transfer the ownership and Control back immediately. This is an instruction." KL00007423; Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

312. On March 9, 2018, the KL US Board of Directors voted that all China related operations were be transferred to a newly created company. KL00007694; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

313. Zhou took no steps to create a new company that could take of operations in China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

314. On May 18, 2018, the KL US Board voted and approved a motion to transfer all ownership rights and interests in China by transferring assets from KL China to Shanghai Tuohui. This motion also directed Zhou to execute the transfer. Zhou objected to the motion and abstained from voting. KL00007696; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

315. The Cambridge Network had used Shanghai Tuohui as a Contractor Company since 2010, and its legal representative had a strong track record. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

316. At the same meeting on May 18, 2018, the KL US Board voted and approved Steven Gao as Chairman of the Board of Directors. KL00007696; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

317. At the July 13, 2018 KL US Board of Directors meeting, Zhou was directed several times to provide information relating to the transfer of KL China. Zhou refused to provide such information. KL00007623; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

318. On July 31, 2018, Frank Zhou signed a statement purporting to be KL China stating that the shareholders are having a dispute and that the operations of the company are fully in accordance with the law and that they plan to prosecute Christine, Steven Gao and others for slander. KL00812604, Lin Ex. 157, KL00007712; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

319. On August 3, 2018, the KL US Board of Directors voted on and approved a motion requesting information and documentation from Zhou regarding KL China. KL00007624; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

320. Zhou never requested Frank Zhou to return ownership of KL China back to KL US. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

321. Instead of following the board directive to facilitate the return of KL China, Zhou provided reasons she would not, primarily relying on the concern that KL China would still be out of legal compliance if the assets were returned. Lin Testimony; Gao Testimony; Zhou Testimony; KL00008610; see *infra*.

ZHOU'S RESPONSE: Disputed.

322. For instance, in November 2017, after Lin asked Zhou to transfer ownership of KL China from Chongqing Beituomengqi to KL US, Zhou did not return the company and instead told Lin that KL China could not be owned by a U.S. Company without facing severe fines and penalties in China. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

323. Again in May 2018, Lin requested that Zhou transfer KL China to a company called Shanghai Tuohui. Zhou did not transfer KL China to Shanghai Tuohui. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

324. On April 23, 2018, May Zhou emailed Shane Foster stating that she was “running the operation now” in regarding to KL China. MZ00066334; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

325. When asked at her deposition whether she condemns Frank Zhou’s transfer of KL China’s assets and equity to a company Frank Zhou owned and controlled, Zhou refused to do so. Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

O. Zhou’s Termination from KL US

326. In June 2018, Zhou was offered the position of Chief Operating Officer of KL US. Lin Testimony, Zhou Testimony; Cargill Testimony; KL00587480.

ZHOU’S RESPONSE: Admitted.

327. The COO offer came with a salary increase of \$25,000. Lin Testimony, Zhou Testimony; Cargill Testimony; KL00587480.

ZHOU’S RESPONSE: Admitted.

328. The COO offer required Zhou to sign a non-competition/nondisclosure agreement. KL Admissions No. 157; Lin Testimony, Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

329. Zhou refused to sign the offer, non-competition agreement or a nondisclosure agreement. Lin Testimony, Zhou Testimony; Cargill Testimony; KL00310083.

ZHOU'S RESPONSE: Disputed.

330. Lin had been asking Zhou to sign an NDA since at least January 25, 2014. Lin Testimony; Zhou Testimony; Cargill Testimony; KL00531201-04; KL00531201.

ZHOU'S RESPONSE: Disputed.

331. Zhou never agreed to, nor did she sign, an NDA. Lin Testimony; Zhou Testimony; KL00531201-04; KL00531201.

ZHOU'S RESPONSE: Disputed.

332. Zhou's refusal to accept the offer and sign a non-competition agreement and a nondisclosure agreement, was a significant factor in the decision to terminate her. Lin Testimony; Gao Testimony; Cargill Testimony; KL00310083.

ZHOU'S RESPONSE: Disputed.

333. In July 2018, Paula Cargill, from KL US Human Resources and Lin discussed the reasons for Zhou's termination which included: Zhou's refusal to sign a non-compete, non-disclosure agreement, misconduct on exposing company assets under risk of non-collection, transferring KL China to an entity without board approval, and refusal to return KL China. Lin Testimony, Cargill Testimony, Cargill Ex. 5.

ZHOU'S RESPONSE: Disputed.

334. In July 2018, KL US terminated Zhou from her position as an employee and Chief Executive Officer of KL US after she rejected the position of Chief Operating Officer with an upwardly adjusted salary. Lin Testimony; Zhou Testimony; KL00310083; Cargill Testimony.

ZHOU'S RESPONSE: Disputed.

335. By no later than July 2018, Zhou was aware that Frank Zhou was being criminally investigated in China. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

336. To this day, Zhou has refused to repudiate the transfer. Lin Testimony; Zhou Testimony; KL00008609.

ZHOU'S RESPONSE: Disputed.

337. Following Zhou's termination from KL US, Zhou and Frank Zhou approached individuals such as Shane Foster to discuss setting up a new business to compete with KL US. Zhou Testimony; Foster Testimony Designations March 4, 2021 45:7-47:18, 66:16-68:14.

ZHOU'S RESPONSE: Disputed.

P. KL US, Lin, and Gao Discover Zhou and Frank Zhou Hid Bank Accounts

338. In 2017 and 2018, Zhou, Frank Zhou and a member of KL China's finance team hid approximately five bank accounts from KL US. MZ00019593, MZ00063202, MZ00063232; Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

339. Gainsboro routinely requested information from Zhou and other KL China employees such as Judy Zhao, verbally and in writing. Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

340. Judy Zhao was the finance controller working on KL financial books in China. Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Admitted.

341. Judy Zhao helped Zhou and Frank Zhou hide bank accounts and financial information from KL US, Lin, and Gao. Gainsboro Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

342. Since 2018, Judy Zhao has worked for KLIS and continues to report to Zhou and Frank Zhou. Zhou Testimony; MZHOU-0187943.

ZHOU'S RESPONSE: Disputed.

343. Throughout this time period, Zhou and her team, including Frank Zhou and Judy Zhao, internally discussed eight bank accounts which were used to operate KL China and determined which to disclose to KL US's board and shareholders and which to keep secret. MZ00019593, MZ00063202, MZ00063232; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

344. Only three of those accounts were ultimately reported to KL US. MZ00063202, MZ00063232; Zhou Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

345. On October 23, 2017, Zhou, Frank Zhou, Daisy Zhang and Judy Zhao discussed changing numbers and adding taxes on a KL China financial report to be sent to Kai Chuang. MZ00272207; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

346. On November 27, 2017, Zhou instructed a KL China employee to send KL China revenue information only to herself and Frank Zhou on a weekly basis, telling the employee to not send it to anyone else. MZ00275516; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

347. On February 2, 2018, a KL China employee emailed Zhou regarding money transfers from Beituomengqi and KL China, which Zhou forwarded to Frank

writing “Can you teach the people below you to grow their brains when answering questions?” MZ0281859; MZ00281917; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

348. Also on February 2, 2018, Zhou forwarded an email from a KL China employee who cc’ed a Cambridge employee stating “Then there is this kind of mental retardation. Also put CIIE[] Finance on it.” MZ00281922; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

349. On March 5, 2018, a KL China employee emailed Zhou and Frank Zhou relating to the February 2018 financials which list certain bank accounts relating to KL China. MZ00285694; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

350. On March 7, 2018, Lin demanded that Zhou transfer 70% of KL China to a shareholder designated by Lin, submit all KL China’s school contracts to KL US, and direct KL China’s accountant to report directly to Kai and Craig. Lin Testimony, Zhou Testimony; KL00007437.

ZHOU’S RESPONSE: Disputed.

351. On April 17, 2018, Zhou emailed Frank Zhou and a KL China employee referring to a payment made to Chongqing Beituomengi by a KL partner school. MZ00288721; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

352. As of July 27, 2018, KL China had approximately \$2MM of USD cash in its bank accounts. KL00004734; Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

Q. Zhou Contractor Companies

353. Zhou conspired with Frank Zhou and established multiple companies in China to compete with KL US and to transfer money away from KL China, including Chongqing Beituomengqi, Chongqing Lingan Education Technology Co. Ltd, Chongqing Aimosen Education Technology Co., Ltd, Shanghai Boshu Education Technology Co., Ltd, Guangzhou Zhilun Education Information Consulting Co., Ltd, Guangzhou Ruihong Education Consulting Co., Ltd, Beijing Huifeng Education Technology Co., Ltd, Chengdu Aisendemeng Education Consulting Co., LTD, and Shanghai Aofeng textile finishing Co., LTD. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

354. These companies are controlled by Frank Zhou directly or by family members or trusted associates such as Wang Long. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

355. Each of these companies received funds from KL US through KL China or other entities controlled by Zhou and Frank Zhou and/or transacted business with KL China and KLIS while Zhou and Frank Zhou controlled KL China. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

356. These companies competed and compete with KL US, including currently operating the Guangya School, a former partner school of KL US. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

357. Zhou never disclosed to the KL Parties these companies or their transactions with KL China and KLIS. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Disputed.

R. KL, Lin, and Gao’s Efforts to Mitigate KL’s Losses

358. Shanghai Nuolin Business Consulting Co., Ltd. (“Shanghai Nuolin”) was founded on July 27, 2018. Lin Testimony; Gao Testimony; KL00273880.

ZHOU’S RESPONSE: Admitted.

359. It operates as a Chinese subsidiary of KL US. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

360. Shanghai Nuolin oversaw KL US’s operations in China following the transfer of KL China to Chongqing Beituomengqi. Gao Testimony.

ZHOU’S RESPONSE: Disputed.

361. After losing KL China, KL immediately needed an entity in China to facilitate operations, including collecting funds from Chinese partner schools and students and employing and paying employees in China. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

362. A United States business could not collect those funds or employ and pay individuals in China. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

363. KL China had previously provided those services for KL. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

364. KL, Lin, and Gao made substantial efforts to convince Chinese employees to change their employment from KL China to Shanghai Nuolin, which now represented KL US. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

365. KL, Lin, and Gao made substantial efforts to convince partner schools in China to pay outstanding invoices and make future payments to Shanghai Nuolin, which then represented KL US, rather than to KL China which was now controlled by Chongqing Beituomengqi. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

366. Shanghai Nuolin was initially founded by a friend of Lin and Gao who was in China at the time because Lin and Gao were not physically present in China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

367. Ownership of Shanghai Nuolin was subsequently transferred to Gao, who is a Chinese citizen. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Admitted.

368. KL US's financial team treats the assets and liabilities of Shanghai Nuolin as the assets and liabilities of KL US. Lin Testimony; Gainsboro Testimony; KL01111666.

ZHOU'S RESPONSE: Disputed.

369. It is difficult and time-consuming to set up a wholly owned Chinese subsidiary of a United States company. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Admitted.

370. KL US could not set up a new wholly owned Chinese subsidiary to provide those services in time to avoid business interruption. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

371. Chongqing Gaolin Education Information Consulting Service Co., Ltd ("Chongqing Gaolin") is a wholly owned Chinese subsidiary of KL US. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

372. Chongqing Gaolin was established on August 8, 2019. Lin Testimony; KL01027494.

ZHOU'S RESPONSE: Admitted.

373. Chongqing Gaolin was created in part to recover KLIS. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

374. Chongqing Gaolin was also created to replace the services previously provided to KL US by KL China. Lin Testimony; Gao Testimony; Dan Xiao Testimony.

ZHOU'S RESPONSE: Disputed.

375. In 2021, Chongqing Gaolin began to replace Shanghai Nuolin as the Chinese entity providing those services to KL. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

376. Chongqing Gaolin has continued to replace Shanghai Nuolin as contracts with employees and partner schools come up for renewal. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

377. Chongqing Gaolin currently collects tuition from approximately half of KL's partner schools in China. Lin Testimony.

ZHOU'S RESPONSE: Dispute.

378. KL intends to entirely replace Shanghai Nuolin with Chongqing Gaolin as it renews contracts. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

379. Gainsboro, on behalf of KL US, repeatedly asked Zhou and the employees who were loyal to Zhou in China for access to the bank statements and general ledgers in China and they failed to provide these to KL US. Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

380. Zhou also refused to provide information at board meetings when requested. Lin Testimony; Gao Testimony; Szechenyi Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

S. Zhou Pays Personal Expenses with Company Credit Cards

381. KL US supplied Zhou with a credit card to be used for business purposes. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

382. Zhou used the credit card to purchase personal items and pay personal expenses. Lin Testimony; Zhou Testimony. *See infra*.

ZHOU'S RESPONSE: Disputed.

383. These charges included but were not limited to;

a. \$1,046.25 at Canada Goose (KL01139520; Zhou Testimony)

ZHOU'S RESPONSE: Disputed.

b. \$629.00 at Chanel; (KL00271331; Zhou Testimony)

KL01139525, KL01139588, KL01139588, KL01139621, KL01139621,
KL01139621, KL01139621, KL01139621, KL01139628, KL01139635,
KL01139635); Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

385. KL US was required to pay the charges where Zhou made personal purchases not relating to the business of KL US. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

386. Zhou did not have the authority from KL US to make these purchases on the company credit card. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

387. Zhou has failed to reimburse KL US for her use of the company credit cards for her personal use. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

III. DAMAGES

388. Zhou's actions, detailed above, have caused the KL Parties several categories of financial loss including the diversion of cash, lost value due to the taking of KLIS, lost value from KLIS's brand name and curriculum value, lost profits from lost contracts, and incremental costs to stabilize the business operations. Resnick Testimony; Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

389. From July 10, 2018, the total damages incurred by KL US as a result of Zhou's actions are \$20,422,064. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

390. Specifically, the approximately \$20.42 million in damages breaks down as follows:

a. Diversion of Cash:	\$1,056,802
b. Lost Value Due to the Taking of KLIS:	\$8,155,513
c. Lost Value from KLIS's Brand Name and Curriculum Value:	\$2,751,978
d. Lost Profits from Lost Contracts:	\$1,629,891
e. Incremental Costs:	\$6,827,880

Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

391. The foregoing damages categories and amounts are exclusive of interest. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

Diversion of Cash Damages

392. In or around June 2018, Zhou took control of three KL US bank accounts (CITIC Bank, China Merchants Bank, and Wang Long). As of June 30, 2018, the three bank accounts held approximately RMB 7 million, or \$1.06 million. Lin Testimony; Gainsboro Testimony; Resnick Testimony; KL00309835.

ZHOU'S RESPONSE: Disputed.

393. There are five additional bank accounts with approximately RMB 25.83 million as of May 15, 2017 that were concealed by Zhou. MZ00019593, MZ00063202, MZ00063232, MZ00272207; Resnick Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

394. Based on the exchange rate as of May 15, 2017, RMB 25.83 million is equivalent to \$3.75 million. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

395. Zhou's failure to provide KL US access to financial information in China damaged KL US. Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

Lost Value Due to the Taking of KLIS

396. The accepted methods that are used to value a privately held company include the income approach, the market approach, and the asset approach. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

397. The Market Approach, or the guideline company transaction method, measures the value of an asset through an analysis of recent sales or offerings of comparable companies. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

398. This analysis requires identifying reasonably comparable publicly traded companies and using information from the comparable companies as valuation benchmarks. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

399. Based on an analysis under the guideline company transaction method, the fair market value of KLIS as of July 10, 2018 is approximately \$8.16 million. Resnick Testimony; KL00037263.

ZHOU'S RESPONSE: Disputed.

Lost Value from KLIS's Brand Name and Curriculum Value

400. KL US's future business plans were adversely impacted by the loss of KLIS and in its network of business. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

401. Specifically, KL US intended to use KLIS and its curriculum as a host school in place of the U.S. Partnership Schools that it currently pays annual license fees. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

402. This would have allowed KL US to avoid paying the significant annual license fees to U.S. Partnership Schools. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

403. For fiscal year ending 2021 there were 1,789 students enrolled at Partnership Schools' branch campuses in China. Lin Testimony; KL00976932; KL00976962; KL00460482; KL00483227; KL00581448; KL00741252.

ZHOU'S RESPONSE: Disputed.

404. To assess KL US's damages, the relief from royalty method is used to calculate the value for the licenses fees that would have been saved by owning the intangible asset (i.e. the curriculum). Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

405. The relief from royalty approach involves valuation of the brand based on a royalty rate the company would have paid to license the asset if it did not own it. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

406. For KLIS, the relief from royalty method calculates the value of the license fees that would have been saved by owning the intangible asset. Resnick Testimony.

ZHOU’S RESPONSE: Disputed.

407. There was a 5% enrollment growth rate and half of the students enrolled at the KL US Partnership Schools would have converted to KLIS’ curriculum (“New Model”) during fiscal year 2022 and the remaining students would convert by fiscal year 2025. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

408. The three-year average license fee per student of \$365 was used to calculate total license fees. Lin Testimony; Resnick Testimony; KL00976932; KL00976962; KL00495745; KL00976932; KL00976962; KL00460482; KL00483227; KL00581448; KL00741252.

ZHOU’S RESPONSE: Disputed.

409. The aggregate present value of damages incurred by KL US due to Zhou’s actions totals approximately \$2.75 million as of July 10, 2018. Resnick Testimony. KL00840329, KL00840325, KL00792883; KL00495745; KL00460482; KL00483227; KL00581448; KL00741252.

ZHOU’S RESPONSE: Disputed.

410. This damages assessment is based on a calculation of saved license fees over ten years and a terminal value of avoided license fees. Resnick Testimony.

ZHOU’S RESPONSE: Disputed.

411. This amount was then discounted to a net present value as of July 10, 2018. Resnick Testimony.

ZHOU'S RESPONSE: Disputed.

Lost Profits from Lost Schools

412. As a result of the damaged relationships, reputation, and trust caused by Zhou's actions, KL US lost three contracts with Chinese schools. Lin Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings; otherwise disputed.

413. KL US had a strong history of contract renewal, which changed after Zhou's actions, resulting in the loss of trust in the stability of the business. KL00840348, KL00840361; KL00840375; MZ00087811; KL00559463.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings; otherwise disputed.

414. The three contracts with Chinese schools that KL US lost were lost to competitors as a direct result of the loss of trust in KL US. KL00792825.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings; otherwise disputed.

415. KL US had an existing relationship with Haimen Primary School's high school. Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings; otherwise disputed.

416. Zhou established an additional contract with Haimen Primary School's primary school, as well as two new schools: Xi'An Yuxing Shuyuan's primary school and Guangdong Guangya Middle School. Zhou Testimony; Lin Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

417. KL US earns revenue based on a tuition split model, receiving a percentage of revenue as determined in the contracts. Lin Testimony. Zhou Testimony. KL00493727; KL00642480; KL00710297; KL00123657; KL0040570; KL00424916.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

418. KL US’s percentage of revenue ranges from 20 percent to 100 percent, depending on program size and the level of education offered. Lin Testimony; KL00559463; *see supra*.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

419. KL US’s damages for the three lost contracts are based on a tuition split of 20 percent. Lin Testimony; Resnick Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

420. Lost profits are calculated based on the present value of KL US’s expected future revenue multiplied by expected gross margin. Resnick Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

421. The aggregate present value of damages KL US suffered by the loss of three schools is approximately \$1.63 million as of July 10, 2018. Resnick Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

422. This amount is determined by (1) calculating KnowledgeLink’s annual Lost Revenue for fiscal years 2019 through 2023 that would have been received if the school contracts were in the Company’s control; (2) applying the gross margin to the calculation of the Lost Revenue; and (3) reducing this amount to present value to reflect the time value of money and the risks inherent in realizing the future amounts. Resnick Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

423. Damages incident to the loss of the three schools from 2019 through 2023 are approximately \$1.63 million. Resnick Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

424. KL US’s annual lost revenue for fiscal years 2019 through 2023 is calculated on what would have been received if the school contracts were in the Company’s control. Resnick Testimony.

ZHOU’S RESPONSE: Irrelevant in light of Court’s prior rulings;
otherwise disputed.

Incremental Costs

425. KL US incurred \$\$6,827,880.90 in costs it would not have but for Zhou’s conduct. Lin Testimony; Gao Testimony; Resnick Testimony.

ZHOU’S RESPONSE: Disputed.

426. Company by-laws provide that the Corporation “shall indemnify to the fullest extent permitted” directors and officers against liability. Szechenyi Testimony; Resnick Testimony; KL US bylaws, KL00647126-647136.

ZHOU’S RESPONSE: Disputed.

427. Incremental costs incurred by KL US due to Zhou’s actions total \$6,827,880.90 from July 10, 2018. Resnick Testimony. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

428. KL US incurred these incremental costs conducting its investigation, recovering KL China, seeking to recover KLIS, seeking to recover damages from Zhou, and because it will be required to indemnify Lin and Gao for the costs that they have incurred as a result of Zhou’s breaches of fiduciary duty. Lin Testimony; Gao Testimony; KL US bylaws, KL00647126-647136.

ZHOU’S RESPONSE: Disputed.

429. Incremental costs invoiced to the Company have been verified against KL US’s AP Ledger for proof of payment, and the total incremental costs includes some amounts that have not been paid but are recognized as liabilities. Lin Testimony; Gao Testimony; Gainsboro Testimony; Resnick Testimony.

ZHOU’S RESPONSE: Disputed.

Reputational Harm

430. KL US, Lin, and Gao have all suffered reputational harm as a result of Zhou’s conduct. Lin Testimony, Gao Testimony.

ZHOU’S RESPONSE: Disputed.

431. Specifically, Zhou's improper use of Lin and Gao's personal information and other adverse statements caused Lin and Gao, as well as KL US, to suffer harm to their reputations. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

IV. DEFENSES

T. Alleged Shareholder Agreement

432. By no later than June 5, 2011, Lin, Gao, and Zhou discussed a potential shareholders agreement. MZ00157440-42; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

433. These discussions continued throughout 2013, 2014 and 2015. MZ00159319-21; KL00354305; KL00354306; MZ00160027-30; MZ00311678; MZ00160802-04; MZ00161245-63; MZ00161265-66; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

434. During these discussions, on January 25, 2014, Lin asked Zhou to sign a non-disclosure agreement and a non-compete agreement. KL00531201; Lin Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

435. In February of 2013, Gao had an email exchange with Zhou, in which he stated that "[n]either the major shareholder nor the minority shareholder has the right to exert any influence on the specific operation of the other company or to force a sale, nor can they force to recover." KL00354305; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

436. Gao did not agree to all of Zhou proposals and continued the discussion regarding control of KL further stating “What I need you to confirm is actually the simplest thing that everyone knows: Voting rights, which will determine some disputes in a company. To repeat: When you think the minority shareholders are denying the rights of majority shareholders please think about it, if you were the majority shareholder yourself, would you do that? One cannot ignore some basic principles and think only for himself. In this way, when you get what you want, you lose a lot...” KL00354306 Zhou Ex. 18; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

437. Zhou then responded only to Gao’s first email, ignoring the second. KL00354306 Zhou Ex. 18; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

438. Zhou never agreed to Gao’s condition concerning voting. KL00354306 Zhou Ex. 18; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

439. At no time did Lin or Gao agree that transactions among KL shareholders would be conducted by electronic means or agree to be bound by email. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

440. At no time did Lin authorize Gao to act on her behalf relating to shareholder agreements. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

441. Gao was not acting as Lin's agent in the February 2013 email chain. Lin Testimony; Gao Testimony; KL00354306.

ZHOU'S RESPONSE: Disputed.

442. Gao did not have the authority to bind Lin via the February 2013 email. Lin Testimony; Gao Testimony; KL00354306.

ZHOU'S RESPONSE: Disputed.

443. Later, in June of 2013, Zhou proposed additional changes to the operations of KL US. MZ00159959; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

444. Later, on February 25, 2015, Lin informed Zhou that she did not agree to Zhou's proposal providing Zhou 40% of the profits of KL US or her proposal that Zhou was able to choose her successor. Lin Testimony; Zhou Testimony; MZ00160749-50.

ZHOU'S RESPONSE: Disputed.

445. At no time following February 25, 2015 did Lin or Gao agree to Zhou's proposal which provided Zhou 40% of the profits of KL US or her proposal that Zhou was able to choose her successor. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

446. While negotiations continued for years, no signed, written agreement among the shareholders govern KL US was ever agreed to or executed. Zhou Testimony; Zhou, Dec. 10, 2021, Ex. 27, MZ00161207-16.

ZHOU'S RESPONSE: Disputed.

447. Currently, Lin and Gao own 70% of KL US and Zhou owns 30 %. KL00007691; MZ00131105; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

U. Contractor Companies

448. The Meihuida Companies consisted of Beijing Meihuida International Education Consulting Co., Ltd., Beijing Meihuida International Education Consulting Co., Ltd. Shenzhen Branch, Zhengzhou Meihuida Education Consulting Co., Ltd., and Chengdu Meihuida Education Consulting Co., Ltd. (collectively, the “Meihuida Companies”) Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

449. The Meihuida Companies were some of the Contract Companies. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

450. Steven Gao and May Zhou (with the consent of all shareholders) coordinated the establishment of Meihuida Companies. Lin Testimony; KL00844491.

ZHOU’S RESPONSE: Disputed.

451. The Meihuida Companies were established to provide services that cannot be handled by foreign-owned companies under Chinese law. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

452. The Meihuida Companies are owned by Wei Gao (no relation to Steven Gao) and Li Jingdong. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

453. The Cambridge Network worked with the Meihuida Companies to facilitate its Chinese operations, but did not exercise control over these companies other than

to the extent the Meihuida Companies were bound by contract with Cambridge Network. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

454. Shanghai Tuohui is one of the Contract Companies. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

455. Steven Gao and May Zhou (with the consent of all shareholders) coordinated the establishment of Shanghai Tuohui. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

456. Shanghai Tuohui was established to facilitate Cambridge Network’s Chinese operations. Lin Testimony; KL00540260; Christine Lin Ex. 120, KL00193630; Christine Lin Ex.126, KL00007619.

ZHOU’S RESPONSE: Admitted.

457. Shanghai Tuohui is owned by Anna Ge. Lin Testimony. KL00272062; KL00142746.

ZHOU’S RESPONSE: Disputed.

458. In 2013 or 2014, Zhou began to use Shanghai Tuohui to collect tuition for KL US; these activities were transferred to KL China in 2016. Lin Testimony; KL00006651; KL00138227.

ZHOU’S RESPONSE: Admitted.

459. Shanghai Lihui is an IT company owned by Steven Gao’s brother, Jianzhong Gao, and Jiangge “Joe” Zhao that the Cambridge Network contracts with in China. Lin Testimony; KL00331031.

ZHOU’S RESPONSE: Disputed.

460. ShenZhen XinShengMei Trading Co. Ltd. is an international trading company which was founded by Christine Lin in 1999, more than ten years before the first Cambridge Network company was founded. It does not operate in the education space and does no business with Cambridge Network or KL US. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

461. ZhengZhou Kaiyuan is owned by an acquaintance of Steven Gao’s and is not controlled by the Cambridge Network or KL US. ZhengZhou Kaiyuan has loaned money to the Cambridge Network to assist with operations in China. Lin Testimony; Gao Testimony; Lin Ex 100.

ZHOU’S RESPONSE: Disputed.

462. GuangZhou Ruihong Education Consulting Co., Ltd. (“GuangZhou Ruihong”) is a Chinese entity which was created by Zhou. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

463. GuangZhou Ruihong was used, primarily by Zhou, to collect funds in China on behalf of the KL China. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

464. Chengdu Lihui Network Technology Co., Ltd. (“Chengdu Lihui”) is the Chinese counterpart to Creativestar. Lin Testimony; Gao Testimony; KL00268181.

ZHOU’S RESPONSE: Disputed.

465. Chengdu Lihui provides the Cambridge Network with IT services. KL00675218; KL00694542.

ZHOU’S RESPONSE: Disputed.

V. Deyu and KC Panorama

466. Deyu is owned by Steven Gao's brother, but Steven Gao does not control it, nor does KL US or the Cambridge Network. Lin Testimony; Gao Testimony; KL00090957; KL00276827; KL01116056; KL00282366.

ZHOU'S RESPONSE: Disputed.

467. The Cambridge Network is a client of Deyu and pays for its services, primarily related to paying contract workers in China. Lin Testimony; Gao Testimony; KL00142746 KL00277353; KL01138623; KL00270981; KL00312324; KL00312332; KL00312335 KL00312346; KL00312356; KL00312358; KL00312362; KL00312370; KL00312376; KL00312385; KL00312389; KL00312396; KL00312400; KL00312406; KL00312409; KL00312415; KL00312420; KL00312426; KL00312429; KL00312436.

ZHOU'S RESPONSE: Disputed.

468. Similar to Deyu, the Cambridge Network contracted with KC Panorama, to assist with paying salaries and operations costs in China. It is owned by an acquaintance of Steven Gao and is not controlled by Steven, KL US or the Cambridge Network. Lin Testimony; Gao Testimony; KL00312484.

ZHOU'S RESPONSE: Disputed.

469. In approximately 2010, Lin and Gao informed Zhou that Deyu was owned by Gao's brother. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

470. In approximately 2010, Lin and Gao informed Zhou that KC Panorama was owned by an acquaintance of theirs. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

471. By no later than September 2011 and with continuing discussions through years, Zhou was aware of KL US' interactions with and use of Deyu. Lin Testimony; Gao Testimony; Zhou Testimony; MZ00157513; MZ00158010.

ZHOU'S RESPONSE: Disputed.

472. For instance, in November 2016, Zhou approved the use of issuing invoices and transfer of funds recognizing this was "similar" to the "process like Deyu." KL00006702; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

473. In February 2018, Zhou recognized that Cambridge uses Deyu and KC Panorama to transfer funds, asking whether she needed to take action, or whether Deyu or KC Panorama would handle transfers for CIIE China. KL00005972; MZ00283241; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

474. Zhou was also aware of how KC Panorama was invoiced by no later than April 2018. KL00001763; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

475. Again in May 2018, Zhou instructed Kai to make sure all "proper invoice and legal" was provided for transactions relating to Deyu and KC Panorama. KL00008295; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

476. By no later than January 19, 2020, Zhou was aware of the commercial invoices for the payment of "consulting fee" to Deyu or to KC Panaroma. KL00270922; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

477. Zhou was aware by no later than January 19, 2020, that Deyu charged 2% of the wired amount was charged/reserved as a service fee. KL00270922; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

478. Zhou was aware that Lin instructed CIBR employees to record some of the money transferred to Deyu as payment for Deyu's consulting services or management service fees. Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

479. CIBR transferred funds to Deyu and KC Panorama for business purposes. Lin Testimony; Gao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

480. Deyu and KC Panorama loaned money to Chinese Contractors to pay expenses on behalf of CIBR. Lin Testimony; Gao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

481. CIBR secured those loans with the U.S. dollars it transferred to Deyu and KC Panorama in amounts equal to the Chinese Contractors' monthly expected expenses. Lin Testimony; Gao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

482. Lin and Gao did not personally benefit from any transfers to Deyu or KC Panorama, except to the extent that they owned 70% of CIBR and the funds were used to facilitate CIBR's business in China, just as Zhou benefitted as a 30% owner of CIBR. Lin Testimony; Gao Testimony; Gainsboro Testimony.

ZHOU’S RESPONSE: Disputed.

W. CreativeStar

483. CreativeStar Solutions Inc. (“CreativeStar”) is an IT corporation owned by Christine Lin and Steven Gao. Lin Testimony; Gao Testimony; KL00271290.

ZHOU’S RESPONSE: Admitted.

484. CreativeStar was formed for the purposes of providing IT services. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

485. CreativeStar’s clients include Cambridge Network and KL US. Lin Testimony; Gao Testimony; KL00403254; KL00730243; KL00730253.

ZHOU’S RESPONSE: Disputed.

486. CreativeStar also provides IT services to clients that have no relationship with Cambridge Network or KL US and that are not owned by Lin or Gao. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

487. By no later than November 2017, and with continuing discussions through years, Zhou was aware of KL US’ interactions with and use of CreativeStar. Zhou Testimony; *See infra*.

ZHOU’S RESPONSE: Disputed.

488. By no later than November 2017, Zhou knew that Cambridge Network had IT service contracts with CreativeStar when she requested all contracts between CreativeStar and CIIE. KL00281518; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

489. In November 2017, Zhou was also aware that CreativeStar split rental payments with Cambridge and KL US. KL00281555; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

490. In November 2017, Zhou was aware that CreativeStar charged fees for the services performed when Zhou approved an invoice to be paid from KL US to CreativeStar for CreativeStar to “start” a “project.” KL00586681; Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

491. In February 2018, Zhou discussed the lack of progress on a project provided by CreativeStar. KL00587006; Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

492. By no later than May 8, 2019, Zhou was aware that Gao owned CreativeStar, and that CIBR and KL had outsourced information technology services to CreativeStar. Lin Testimony; Gao Testimony; Xiao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

493. By no later than May 8, 2019, Zhou was aware that certain CIBR IT employees changed employment to CreativeStar. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

494. By no later than October 29, 2021, Zhou was aware that in 2017 the CreativeStar merged with the China branch in Chengdu Lihui seeking to reduce IT costs. Zhou Testimony; Xiao Testimony; KL00410913.

ZHOU'S RESPONSE: Disputed.

495. By no later than February 23, 2021, Zhou was aware that Gao had been working with Creative Group since its inception. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

496. CreativeStar provided the information technology services for which CIBR and KL US had contracted. Lin Testimony; Gao Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Disputed.

497. CreativeStar provided those services to CIBR and KL US at rates that were lower than it charged for similar services to companies not owned by Lin, Gao, and Zhou. Lin Testimony; Gao Testimony; Xiao Testimony; *see e.g.* KL00271027.

ZHOU'S RESPONSE: Disputed.

X. Alleged Defamatory Comments

498. On or around July 24, 2018, Lin, on behalf of KL US sent a letter in Chinese to employees of KL US. KL00289896; Lin Testimony.

ZHOU'S RESPONSE: Admitted.

499. On or around July 24, 2018, Lin, on behalf of KL US sent a letter in English to colleagues of KL US. KL00289907; KL00289187; KL00289393; KL00289893; KL00289390; Lin Testimony.

ZHOU'S RESPONSE: Admitted.

500. On or around July 24, 2018, Lin, on behalf of KL US sent a letter in English to partners of KL US. KL00007755; KL00302845; Lin Testimony.

ZHOU'S RESPONSE: Admitted.

501. On or after July 24, 2018, Christine Lin and Steven Gao, on behalf of KL US sent a letter in Chinese to partners of KL US. Lin Testimony; KL00289911;; KL00007754; KL00288422; KL00288730; KL00288929; KL00289158; KL00289196; KL00289893; KL00302853; KL00302856; KL00302867; KL00302871; KL00302874; KL00302845; KL00302845.

ZHOU’S RESPONSE: Admitted.

502. The partners referred to in these letters included KL US’s Chinese partner schools and U.S. partner schools. Lin Testimony.

ZHOU’S RESPONSE: Admitted.

503. The partners also include International University Alliance and Shorelight, related companies which work with KL US to enable and create opportunities for international students to pursue higher education in the United States. Lin Testimony; KL00302814-16; *see also* KL00302813; KL00302820.

ZHOU’S RESPONSE: Disputed.

504. On October 1, 2018, KL US also sent a “KnowledgeLink Update” to Shorelight and International University Alliance. Lin Testimony; KL00302813.

ZHOU’S RESPONSE: Admitted.

505. Prior to July 2018, there were approximately 20 KL US partner schools in China. Lin Testimony; Zhou Testimony.

ZHOU’S RESPONSE: Disputed.

506. Lin had conversations with certain partner schools that received these letters including Shanghai Yuaneo, Ningbo Primary School, Chongqing Bashu School, Shunde School, Haguiyang School, Wuhan School. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

507. Versions of the letters were sent approximately twice to KL US partners.

KL00007755; KL0015985; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

508. In late July 2018, Lin also emailed with the head of a partner school in China, Shane Foster, relating to the events described in the letter sent to partners.

KL00006868; KL00006907; KL00006913; Lin Testimony.

ZHOU'S RESPONSE: Admitted.

509. The letters sent to partners were also discussed internally at KL US and Cambridge Network. KL00302849; KL00302845: Lin Testimony.

ZHOU'S RESPONSE: Admitted.

510. In September 2018, KL US sent a letter to the Chongqing Education Committee. Xiao Testimony; Dan Xiao, Dec. 14, 2021KL00011486, Ex.335; Lin Testimony.

ZHOU'S RESPONSE: Admitted.

511. The information contained in the above referenced letters sent by Lin and Gao on behalf of KL US was true or substantially true. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

512. At the time the letters were sent, KL US had initiated an investigation and suspected an unauthorized transfer of China, its funds, and its assets. Lin Testimony; Gao Testimony; Szechenyi Testimony; Gainsboro Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Disputed.

513. At the time the letters were sent, KL US suspected that Zhou was involved in transferring KL US's assets. Lin Testimony; Gao Testimony; Szechenyi Testimony; Gainsboro Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Disputed.

514. At the time the letters were sent, Zhou's employment with the companies had been terminated. Lin Testimony; Gao Testimony; Szechenyi Testimony; Cargill Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

515. Lin and Gao believed the information included in the above referenced letters was true and had a good faith basis for this belief. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

516. Before the letters were sent, multiple employees of KL US and Cambridge Network had informed Lin and Gao that Zhou and Frank Zhou were competing with KL China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

517. Before the letters were sent, Zhou had refused to cooperate with a series of KL US board demands, demands for financial information, demands for information necessary to run KL US, and demands to facilitate the return of KL US assets. Lin Testimony; Gao Testimony; Szechenyi Testimony; Xiao Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

518. All of the entities which KL US, Lin and Gao sent the above referenced letters to or spoke to about the letters were business partners who had a common interest in the success of KL US and KL China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

519. The statements contained in the above referenced letters were made in furtherance of KL US and KL China's legitimate business interests. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

520. In addition, the statements contained in the above referenced letters were made in furtherance of KL US and its business partners' shared common interest in the success of their joint educational programs. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

521. Lin and Gao did not act with malice in sending the above referenced letters. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

522. Zhou did not suffer any economic loss incurred as a result of Lin and Gao sending the above referenced letters on behalf of KL US. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

Y. Alleged Lost Business Opportunities

523. Zhou claims that at the time Lin and Gao sent the above referenced letters, she had four business opportunities: (1) Rongqing Tech/Science Education Ltd.; (2) Shangai Changjian Medical Investment; (3) Duo Zhao; and (4) Polarian Partners, LLC. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

524. Zhou did not sign any contracts with Rongqing Tech/Science Education Ltd., Shangai Changjian Medical Investment, Duo Zhao, or Polarian Partners, LLC. Zhou Testimony KL00572016-20.

ZHOU'S RESPONSE: Admitted.

525. Lin and Gao were not aware of Zhou's purported relationships with Rongqing Tech/Science Education Ltd., Shangai Changjian Medical Investment, or Duo Zhao. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

526. Zhou's three purported investment opportunities were within the education space, like KL US and Cambridge Network. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

527. Polarian Partners never agreed to purchase Zhou's shares. Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

528. Lin and Gao did not agree to sell CIBR, KL US, or any other Cambridge Network entity to Polarian Partners. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Admitted.

Z. Shanghai Nuolin

529. By no later than May 30, 2019, Zhou was aware that Lin and Gao had established and used Shanghai Nuolin to collect funds from partner schools in China. Zhou Testimony; Christine Lin Ex. 160, KL00192031; Christine Lin Ex.161, KL00011937; Zhou Amended Complaint at ¶ 66.

ZHOU'S RESPONSE: Disputed.

530. By no later than December 12, 2019, Zhou was also aware of the ownership of Shanghai Nuolin. KL00270448; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

531. Further, by October 29, 2021 at the latest, Zhou was aware of the accounting treatment between KL US, CIBR and Shanghai Nuolin. Lin Testimony; Blanchard Testimony; KL 30(b)(6) Ex. 300, KL00467547-8; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

532. Zhou was aware that Shanghai Nuolin provided management services to KL and CIBR to support their operations in China including collecting RMB revenues and managing CIBR's operations in China by processing RMB payments. Lin Testimony; Blanchard Testimony; KL 30(b)(6) Ex. 300, KL00467547-8; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

533. Zhou was aware that Shanghai Nuolin collected RMB revenues for KL US and that there was a charge back to cover exchange expenses. Lin Testimony; Blanchard Testimony; KL 30(b)(6) Ex. 300, KL00467547-8; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

534. KL US established and used Shanghai Nuolin for business purposes and to mitigate the damages caused by the loss of KL China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

AA. Gao's Bonus

535. By at least February 2020, Zhou knew that in December of 2018, \$2,555,769 was paid to Mr. Gao as a bonus. Zhou Testimony; Zhou March 19, 2020 Demand, KL00636419.

ZHOU'S RESPONSE: Disputed.

536. On June 16, 2020, Lin and Gao informed Zhou that Gao was repaying the bonus to CIBR because of the financial difficulties the company was facing because of the financial loss to KL US from the unauthorized transfer of KL China and because of the Covid-19 pandemic. KL Parties June 16, 2020 Response, KL00830421.

ZHOU'S RESPONSE: Admitted.

537. She was also aware that Gao received this bonus for his work for CIBR over the years when he was undercompensated compared to Lin and Zhou. KL Parties June 16, 2020 Response, KL00830421; Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

538. In July 2020, Zhou reiterated her disagreement with the issuance of the bonus to Mr. Gao and CIBR reiterated its reasons for the issuance of the bonus. Zhou July 16, 2020 Response, KL00833301; KL00805377; Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Admitted.

539. On September 4, 2020, Lin and Gao informed Zhou that because, of tax deductions on the bonus, the amounts received and returned by Gao were \$1,755,544.96. KL US September 4, 2020 Letter, Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

540. By no later than October 2021, Zhou was aware that both the 2020 Federal and Massachusetts tax returns of CIBR showed that Gao's bonus repayment of

\$1,755,545 was recorded as "Additional Paid-In Capital" and was distributed to Lin and Gao evenly as their own paid-in capital. KL00906058; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

541. Gao acted as CIBR's Chairman and worked to establish its business beginning in 2009. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

542. Gao developed CIBR's partnerships in the U.S. and China. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

543. Gao did not receive a bonus at any time prior to 2018. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Admitted.

544. The bonus was a reasonable payment for Gao's prior services, and necessary to rebut Zhou's claims to business partners that Gao's prior lack of a bonus showed that he was unimportant to CIBR's success. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

545. Gao subsequently returned the bonus, returning \$1,755,545, the total amount he received after tax withholdings. Lin Testimony; Gao Testimony; KL00927380; KL00927416; KL00868605.

ZHOU'S RESPONSE: Disputed.

546. Because CIBR was a pass-through, Lin, Gao, and Zhou would have had to pay \$800,224 in taxes if Gao had not received the bonus. Lin Testimony; Blanchard Testimony.

ZHOU'S RESPONSE: Disputed.

547. Zhou was not harmed by Lin and Gao designating the \$1,755,545 as paid-in capital on CIBR's tax return. Zhou Testimony; Lin Testimony; Blanchard Testimony.

ZHOU'S RESPONSE: Disputed.

BB. Lin and Gao's Compensation

548. By no later than October 29, 2021, Zhou was aware that in 2016 and 2017, CIBR issued distributions of \$2,250,000 and \$2,630,000 to Lin, Gao and Zhou. KL00839009; KL00841867.

ZHOU'S RESPONSE: Disputed..

549. By no later than May 30, 2019, Zhou was aware that, in those same years, Lin and Gao received approximate salaries of \$201,000 and \$266,000 respectively and that Lin's annual salary increased to approximately \$467,000. Zhou Testimony; KL00183058; KL00182919; KL00549170.

ZHOU'S RESPONSE: Disputed.

550. By no later than May 18, 2018, Zhou was aware that in 2017, Lin received \$460,000 in salary. Zhou Testimony; KL00499515; MZ00042995.

ZHOU'S RESPONSE: Disputed.

551. By no later than March 19, 2020, Zhou was aware that in 2018, CIBR paid Lin \$562,928 and Gao \$2,555,769. Zhou March 19, 2020 Demand, KL00636419; Kai Chuang Ex. 1, CIBR Tax Returns 2018; Zhou Testimony.

ZHOU'S RESPONSE: Admitted.

552. By no later than October 2021, Lin and Gao disclosed their compensation for 2019 to Zhou. Lin Testimony; Gao Testimony; Zhou Testimony; 3/19/2020 Zhou demand letter.

ZHOU'S RESPONSE: Admitted.

553. Lin received \$498,733.36 in salary and bonuses in 2019, plus \$72,000 in long term incentive payments. Lin Testimony; KL00497462; KL00477629.

ZHOU'S RESPONSE: Disputed.

554. Gao received \$180,769.37 in salary and bonuses in 2019. Lin Testimony; Gao Testimony; KL00497462.

ZHOU'S RESPONSE: Disputed.

555. By no later than October 2021, Lin and Gao disclosed their compensation for 2020 to Zhou. Lin Testimony; Gao Testimony; Zhou Testimony. KL00906103.

ZHOU'S RESPONSE: Disputed.

556. Lin received \$889,448.33 in total compensation in 2020. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

557. Gao received \$545,642.54 in total compensation in 2020. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

558. In the fall of 2020, Lin and Gao decided to defer the majority of their salaries given the cash-flow issues created by the loss of KL China and the COVID-19 pandemic. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

559. Lin and Gao continued to defer their salaries until the second half of 2022. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

560. Lin received \$68,599.00 in total compensation in 2021. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

561. Gao received \$53,819.20 in total compensation in 2021. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

562. Lin received \$218,434.75 in total compensation in 2022. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

563. Gao received \$122,165.45 in total compensation in 2022. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

564. In 2018, KL US and CIBR conducted a review of the salaries of Lin and Zhou. Lin Testimony, Szechenyi Testimony; Cargill Testimony.

ZHOU'S RESPONSE: Disputed.

565. In approximately April 2018, Human Resources obtained compensation information for the Chief Executive Officers of comparable companies nationally and in the Boston, Massachusetts area from Insperity. Lin Testimony, Szechenyi Testimony; Cargill Testimony.

ZHOU'S RESPONSE: Admitted.

566. The boards of directors of KL US and CIBR used these records to set new salaries for Lin and Zhou. Lin Testimony, Szechenyi Testimony; Cargill Testimony; KL00587433; KL00587434; KL0058746.

ZHOU'S RESPONSE: Disputed.

567. Lin's compensation goal (salary plus bonus) was set at approximately \$460,000 following that review. Lin Testimony; Szechenyi Testimony; Cargill Testimony.

ZHOU'S RESPONSE: Disputed.

568. \$460,000 was approximately the average salary for the Chief Executive Officer of a company with \$60 million in revenue, like CIBR. Lin Testimony; Szechenyi Testimony; Cargill Testimony; KL00587434.

ZHOU'S RESPONSE: Admitted.

569. \$300,000 was approximately the average salary for the Chief Executive Officer of a company with \$10 million in revenue, like KL US. Lin Testimony; Szechenyi Testimony; Cargill Testimony; KL00587433.

ZHOU'S RESPONSE: Admitted.

CC. United K12, Creative K12, St. Mary Online, and St. Mary School Management

570. There have been two entities named United K12, one in Canada and one in the U.S. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

571. United K12 Canada was established as a Canadian subsidiary of CIIE, but was ultimately dissolved. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

572. United K12 Canada was never operational. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

573. Lin owned United K12 US. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

574. United K12 US was incorporated on May 28, 2019, and was owned by Christine Lin. It was dissolved on December 6, 2022. Lin Testimony; KL00310198.

ZHOU’S RESPONSE: Disputed.

575. United K12 US was an online educational program. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

576. Creative K12 is a professional tutoring services company owned by Christine Lin. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

577. Creative K12 utilizes contractors to provide tutoring services. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

578. Some contractors are from Cambridge Network, others are third party contractors. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

579. Creative K12 provides tutoring and college counseling services to both Chinese and US students. Lin Testimony, Gao Testimony.

ZHOU’S RESPONSE: Disputed.

580. St. Mary’s Online Academy (“SMOA”) is an affiliate of the Cambridge Network. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

581. SMOA is an online school which contracts with KL US to provide online educational services. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

582. St. Mary's School Management ("SMSM") is owned by Christine Lin. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

583. SMSM collects tuition on behalf of St. Mary's School. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

584. Creative K12, United K12, SMSM, and SMOA are not profitable businesses. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

585. Creative K12, United K12, SMSM and SMOA do not compete with Cambridge Network, KL US or CIBR. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

586. Creative K12, United K12, SMSM and SMOA have never paid dividends. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

587. Lin and Gao have not received any salary from Creative K12, United K12, SMSM, or SMOA. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

588. SMOA paid Lin \$10,000 per month for the months of June, July, and August 2020 pursuant to an Independent Contractor Agreement to set up SMOA's business model, promote the school, and operate the business. Lin Testimony, KL00331202.

ZHOU'S RESPONSE: Admitted.

589. All initial funding for Creative K12, United K12, SMSM, and SMOA came from Lin. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

590. No corporate funds from KL or CIBR were used to operate Creative K12, United K12, SMSM, and SMOA. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

591. Creative K12, United K12, SMSM, and SMOA paid for all services provided to them by KL or CIBR. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

592. Creative K12, United K12, SMSM, and SMOA operate exclusively with KL US, CIBR, and other entities in the Cambridge Network and for their benefit. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

593. Revenue from those entities is transferred to KL US and CIBR according to the contracts between the entities. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

594. All work done by KL US and CIBR employees was performed in accordance with those contracts. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

595. Entities within the Cambridge Network, including CIBR and KL US, are the exclusive and direct benefactors of the existence of Creative K12, United K12, SMSM, and SMOA. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

596. The business models are different from, but compliment the businesses of, CIBR and KL US. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

597. All work done on behalf of Creative K12, United K12, SMSM, or SMOA by CIBR and KL US employees benefited CIBR and KL US and was paid for by Creative K12, United K12, SMSM, or SMOA. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

598. For years, Zhou objected to setting up any new companies. Zhou Testimony; Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

599. Further, Zhou repeatedly refused to agree to any new opportunities. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

600. CIBR and KL US work with brick and mortar schools and do not have an online education business. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

601. CIBR and KL US do not directly provide college counseling and tutoring. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

602. Because of Zhou's acts and the COVID-19 pandemic, CIBR and KL US did not have the financial resources to enter those markets in 2019 and 2020 and could not bear the risk of doing so. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

603. By no later than October 16, 2020, Zhou was aware that Lin set up a company, St. Mary's School Management Inc. Christine Lin Ex. 239, KL00309746.

ZHOU'S RESPONSE: Disputed.

604. By no later than March 9, 2018, Zhou was aware that Lin had set up St. Mary's Online Academy, United K12 and Creative K12. Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

605. By no later than October 20, 2020, Zhou was aware that in October 2019, Lin signed a "Services Agreement" between KL and St. Mary's School Management Inc. Lin Testimony; Lin Ex. 229, KL00331202; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

606. By no later than October 20, 2020, Zhou was aware that Lin signed this "Services Agreement" between KL and St. Mary's School Management for both entities. Lin Testimony; Lin Ex. 229, KL00331202; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

607. By no later than October 20, 2020, Zhou was aware that Lin and Gao set up certain companies, including St. Mary's Online Academic, Inc., CreativeK12, and UnitedK12. Lin Ex. 240, KL00309487; KL00310198; KL00348491; Lin Testimony; Zhou Testimony; Szechenyi Testimony.

ZHOU'S RESPONSE: Disputed.

608. By no later than October 20, 2020, Zhou was aware that certain CIBR employees put together the business plan and roadmap for United K12, an entity that is

owned solely by Lin and Gao. Lin Testimony; Tracy Tan Dep Ex. 188, KL00353459, Tracy Tan Ex. 191, KL00351561.

ZHOU’S RESPONSE: Disputed.

609. By no later than February 2021, Zhou was aware that Tracy Tan testified that she spent approximately 10% of her time— while being paid by CIBR—working on United K12 projects at Lin's direction, as did other employees of CIBR, including Paula Cargill and Sarah Guo. Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

610. United K12 had contracts with CIBR and paid CIBR for its services. Lin Testimony.

ZHOU’S RESPONSE: Disputed.

611. By no later than February 2021, Zhou was aware that Ms. Tan also testified that she performed work on behalf of CreativeStar, a company owned by Gao. Zhou Testimony.

ZHOU’S RESPONSE: Admitted.

DD. Use of Credit Cards

612. Lin and Gao traveled to Iceland and other locations in Europe to attend conferences and meet with business contacts. These trips were charged to company related credit cards. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

613. Lin and Gao also traveled to California to meet with prospective partner schools. These trips were charged to company related credit cards. Lin Testimony; Gao Testimony.

ZHOU’S RESPONSE: Disputed.

614. Lin and Gao's daughters attended the trip to California to meet with prospective partners schools. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

EE. Loans to Shareholders

615. By no later than October 16, 2020, Zhou was aware that in June 2019, Lin made a loan agreement on behalf of Cambridge and herself, where she borrowed \$160,000 from CIBR. Zhou Testimony; Szechenyi Testimony; Gainsboro Testimony; KL00304036.

ZHOU'S RESPONSE: Disputed.

616. By no later than October 29, 2021, Zhou was aware that the June 2019 loan had an annual interest rate of 3%. Lin Testimony; Zhou Testimony; KL00529288.

ZHOU'S RESPONSE: Disputed.

617. By no later than October 20, 2020, Zhou was aware that Lin lent \$450,000 to KL. Zhou Testimony; Lin Testimony; Szechenyi Testimony; Gainsboro Testimony; KL00331777.

ZHOU'S RESPONSE: Disputed.

618. By no later than October 29, 2021 Zhou was aware of the contents of the 2020 Tax Return for Cambridge Institute of Business Research which she alleges state that the \$160,000 Lin borrowed had had not yet been returned. Zhou Testimony; Blanchard Testimony; KL00906058; KL00906103.

ZHOU'S RESPONSE: Disputed.

619. By no later than October 16, 2020, Zhou was aware that between November 2018 and February 2019, Lin and Gao loaned KL a total of \$450,000 which had a listed

interest rate of 20% but was paid at 10%. Lin Testimony; Gao Testimony;
KL00309763.

ZHOU'S RESPONSE: Disputed.

620. Lin and Gao made loans to KL US in 2020 because KL US needed operating cash to survive the damage caused by the loss of KL China and the COVID-19 pandemic. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

621. CIBR made a loan of \$160,000 to Lin for an estimated tax payment. Lin Testimony; Blanchard Testimony.

ZHOU'S RESPONSE: Admitted.

622. The loan was repaid through an offset against distributions to Lin. Lin Testimony; Blanchard Testimony.

ZHOU'S RESPONSE: Disputed.

FF. Tax Evasion

623. Since 2016, Zhou has made allegations of tax fraud against CIBR. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

624. As CIBR's Chief Operating Officer ("COO"), Zhou set up and ran the operations and payment strategies that she now alleges constituted tax fraud. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

625. Those operations and payment strategies included the use of Deyu and KC Panorama, the use of Chinese Contractor Companies, and the payment of certain employees by multiple entities. Zhou Testimony; Lin Testimony.

ZHOU'S RESPONSE: Disputed.

626. Lin and Gao relied on Zhou to set up operations and payment strategies in China that complied with Chinese law. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

627. To the extent those operations and payment strategies violated Chinese law, Lin and Gao did not know. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

628. After Zhou's COO position at CIBR ended in 2016, Lin and Gao began to reorganize CIBR's operations and payment strategies. Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

629. In connection with that reorganization, CIBR and KL US learned that certain practices in China potentially did not comply with Chinese laws. Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

630. CIBR and KL US resolved these issues and paid back taxes and fines, and understand that they are now in compliance with Chinese law. Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

631. As of 2020, CIBR and KL US had revised or ended the operations and payment strategies that Zhou set up and now alleges constituted tax fraud. Lin Testimony; Gainsboro Testimony.

ZHOU'S RESPONSE: Disputed.

632. Lin and Gao relied on their tax advisors, lawyers, and relevant employees to determine that the revised operations and payment strategies of KL US and CIBR comply with Chinese law. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Disputed.

633. By no later than October 20, 2020, Zhou was aware that Shanghai Nuolin, using a bank account in Gao's name, had made a payment to Xijin Qi. Gao Testimony; Lin Testimony; Zhou Testimony; KL00354118, KL00515502, KL00688080.

ZHOU'S RESPONSE: Disputed.

634. By no later than October 20, 2020, Zhou was aware that CIBR/KL US made one payment to Donnelly Conroy and Gelhaar LLP. Zhou Testimony; KL00352722.

ZHOU'S RESPONSE: Disputed.

635. By no later than February 9, 2017, Zhou was aware that CIBR and KL US made use of certain bank accounts in employees' names to conduct business. Zhou Testimony; KL00000048; KL00007092.

ZHOU'S RESPONSE: Disputed.

636. Zhou also used these types of bank accounts to conduct business in China. Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

GG. Bribery

637. Chinese officials opened an investigation into KL US's loss of KL China. Lin Testimony; Gao Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Admitted.

638. As part of that investigation, Chinese police officers interviewed numerous current and former KL US and KL China employees. Lin Testimony; Gao Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Admitted.

639. Chinese police also collected and examined KL US and CIBR documents. Lin Testimony; Gao Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Admitted.

640. KL US paid for some expenses for KL US and KL China employees who were interviewed or otherwise assisted in the investigation. Lin Testimony; Gao Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Admitted.

641. KL US did not pay or offer bribes or gifts to Chinese officers or officials. Lin Testimony; Gao Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Disputed.

642. By no later than October 29, 2021, Zhou was aware that on September 5, 2019, Richard Wu, a KL employee in China, wrote to Dan Xiao, another KnowledgeLink employee, regarding the "host expense" for two Chinese police officers' "Shanghai trip." Zhou Testimony; KL00359718; Lin Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Admitted.

643. By no later than October 29, 2021, Zhou was aware that in his email, Mr. Wu indicated that he had paid for such expenses "on Boss [Christine] Lin's instruction" and that she had further instructed that the expenses should be

"recorded as KLIS host expense." Zhou Testimony; KL00359718; Lin Testimony; Xiao Testimony.

ZHOU'S RESPONSE: Admitted.

644. By no later than October 20, 2020, Zhou was aware that Lin and Gao had a payment of RMB 4.5 million made to Gao's brother, Jianzhong Gao. Zhou Testimony; Lin Testimony; Gainsboro Testimony; KL00342987; KL00342629; KL00516226.

ZHOU'S RESPONSE: Disputed.

645. By no later than October 29, 2021, Zhou was aware that in an email dated August 19, 2020, Alex Wang wrote to Lin and referenced a talk about the "middle broker's charge" for KLCQ case referencing Gao Jianzhong. Zhou Testimony; Lin Testimony KL00475948.

ZHOU'S RESPONSE: Admitted.

646. By no later than October 29, 2021, Zhou was aware that the RMB 4.5 million was reflected as a loan to Jianzhong Gao and that Mr. Alex Wang informed Ms. Lin that "we will record the cash lending to Gao Jianzhong 4.5MM . . . for the lobby charge of this lawsuit." Zhou Testimony; Lin Testimony; KL00475948.

ZHOU'S RESPONSE: Admitted.

HH. JDP 21

647. As directors of Green Planet, Lin and Gao consulted with fellow director Zhou before the purchase of Brooks. Lin Testimony; Gao Testimony; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

648. The Board of Green Planet agreed to the purchase of Brooks. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

649. Zhou was aware of the issues with Brooks that led to the JDP Actions. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

650. Zhou was aware of the case filed against Brooks and Green Planet. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

651. In 2017, Green Planet assigned any of its liabilities arising from the California judgments against Green Planet and Brooks to CIBR, as part of a restructuring. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

652. As consideration, Green Planet assigned to CIBR all but approximately \$50,000 of its assets, including 5 properties. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

653. CIBR subsequently sold those properties for approximately \$10,435,000. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

654. CIBR paid \$4,825,840.29 in liabilities arising from the California judgments. Lin Testimony.

ZHOU'S RESPONSE: Admitted.

655. Zhou was aware of the assignment. Lin Testimony.

ZHOU'S RESPONSE: Disputed.

656. Zhou was a defendant, along with Lin, Gao, and CIBR, in a lawsuit in California alleging fraudulent transfer related to the judgments against Green Planet and Brooks. Lin Testimony.

ZHOU'S RESPONSE: Dispute.

657. By no later than September 11, 2020, Zhou knew about the Minute Order in JDP 21 v. Brooks Institute, No. 56-216-00487318CUBC-VTA (Super. Ct., Cal., 2019). Zhou Testimony; Ex. 2 to Zhou's Reply in Support of Her Motion for Summary Judgment.

ZHOU'S RESPONSE: Disputed.

658. By no later than October 16, 2020, Zhou new that CIBR had paid the judgment against Green Planet and Brooks. KL003322421; Zhou Testimony.

ZHOU'S RESPONSE: Disputed.

II. Corporate Demand

659. Neither CIBR, Lin nor Gao received a demand on CIBR pursuant to Mass. Gen. Law c. 156D, sec. 7.42 or Mass. R. Civ. P. 23.1. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

660. Zhou alleges her lawyer Kurt Kusiak mailed a demand letter dated November 22, 2022 to CIBR. The letter was addressed to 1601 Trapelo Rd. Ste 260, Waltham, MA 02451. Kusiak Testimony; Cunningham Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

661. Neither the letter nor a copy was sent by certified mail or by return receipt requested mail or by hand delivery. Kusiak Testimony; Cunningham Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

662. Neither the letter nor a copy was sent to Lin or Gao's lawyers, T. Christopher Donnelly and Nicholas Ramacher, who had represented Lin and Gao in these matters since 2018. Kusiak Testimony; Cunningham Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

663. The letter was not sent to Attorney Kevin Peters, who had previously responded to a March 2020 letter from Zhou to CIBR under Mass. Gen. Law c. 156D, sec. 7.42, and other Zhou sent to CIBR demanding documents pursuant to c. 156D. Kusiak Testimony; Cunningham Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

664. Prior to the date of the alleged demand, CIBR had moved from the Waltham address and was conducting business from 101 Federal Street, Boston. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

665. As of the date of the alleged demand, Lin and Gao were the only members of CIBR's board of directors. Lin Testimony; Gao Testimony.

ZHOU'S RESPONSE: Irrelevant in light of Court's prior rulings.

JJ. Document Productions

666. Throughout the litigations in the above captioned actions, the parties have made various document productions.

ZHOU'S RESPONSE: Admitted.

667. "2024-09-27 KL - Production Index" is an accurate description of productions made by both the KL Parties and Zhou.

ZHOU'S RESPONSE: Disputed.

The KL Parties reserve their rights to add to or remove from this list of proposed findings of fact. Further, the KL Parties reserve their rights to amend this list based on the Court's rulings relating to the parties' various motions *in limine* as well as the Court's Findings of Fact and Rulings of Law Concerning Demand Pursuant to G.L. c. 156D, s. 7.42 on Cambridge Institute of Business Research, Inc. issued on September 30, 2024.

ZHOU'S RESPONSE: Zhou reserves her rights to alter any of her responses set forth herein and will do so as soon as she learns that such alteration is appropriate.

Dated: October 11, 2024

Respectfully submitted as to Proposed Findings of Fact,

KNOWLEDGELINK GROUP, INC.

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CERTIFICATE OF SERVICE

I, Nicholas Ramacher, hereby certify that on October 11, 2024, I caused a true and correct copy of the foregoing document to be served by email upon:

Patrick P. Dinardo
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Ryan Rosenblatt
Jillian Friedmann
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Boston, MA 02109

/s/ Nicholas Ramacher

Nicholas Ramacher

2024-09-27 KL - Production Index

KL Productions Tab

Production	Date Produced	Documents	Begin	End
KL001	11/15/2018	726	KL00000001	KL00002396
KL002	1/3/2019	1568	KL00002397	KL00006667
KL003	2/2/2019	288	KL00006668	KL00007737
KL004	2/17/2019	290	KL00007738	KL00008723
KL005	3/1/2019	78	KL00008724	KL00008889
KL006	4/20/2019	11225	KL00008890	KL00058522
KL006 - Clawback w Redactions	2/19/2021	1		
KL007	6/7/2019	19057	KL00058523	KL00137621
KL008	5/14/2019	3466	KL00137622	KL00182419
KL009	5/30/2019	3276	KL00182420	KL00195809
KL010	6/20/2019	30983	KL00195810	KL00267832
KL011	12/12/2019	667	KL00267833	KL00270524
KL012	12/18/2019	10	KL00270525	KL00270674
KL013	1/17/2020	66	KL00270675	KL00270916
KL014	1/19/2020	45	KL00270917	KL00270988
KL015	2/21/2020	14	KL00270989	KL00271026
KL016	2/25/2020	14	KL00271027	KL00271193
KL017	3/17/2020	35	KL00271194	KL00271528
KL018	3/31/2020	382	KL00271529	KL00273911
KL019	4/2/2020	1	KL00273912	KL00274014
KL020	4/6/2020	475	KL00274015	KL00276161
KL021	7/15/2020	35	KL00276162	KL00276324
KL022	9/14/2020	3	KL00276325	KL00276430
KL023	10/16/2020	15604	KL00276431	KL00331035
KL025	10/20/2020	7188	KL00331267	KL00354141
2020-12-11 Production	12/11/2020	1	KL00354142	KL00354143
2021-01-26 Production	1/26/2021	3	KL00354144	KL00354200
2021-02-17 Production	2/17/2021	13	KL00354201	KL00354304
2021-10-01 Production	10/1/2021	52	KL00354305	KL00354428
2021-10-29 Production	10/29/2021	127179	KL00354429	KL00927375
2022-02-16 Production	2/16/2022	6	KL00844912	KL00863294
2022-03-14 Production	3/14/2022	1	KL00927376	KL00927379
2022-06-13 Production	6/13/2022	1	KL00927380	KL00927416

KL Productions Tab

2023-06-09 Production	6/9/2023	842	KL00927417	KL00932324
2023-06-29 Production	6/29/2023	1	KL00932325	KL00932365
2023-08-01 Production	8/1/2023	14	KL00932366	KL00932509
2023-09-27 Production	9/27/2023	18697	KL00932522	KL00951218
2023-10-13 Production	10/13/2023	43086	KL00951241	KL01125690
2023-11-17 Production	11/17/2023	6	KL01125691	KL01125874
2024-01-18 Production	1/18/2024	1748	KL01125875	KL01134021
2024-02-23 Production	2/23/2024	161	KL01134022	KL01135937
2024-04-22 Production	4/22/2024	305	KL01135938	KL01138613
2024-05-24 Production	5/24/2024	163	KL01138614	KL01139905
2024-07-03 Production	7/23/2024	4	KL01139906	KL01140164
2024-08-07 Production	8/7/2024	1	KL01140165	KL01140166
2024-08-27 Production	8/27/2024	1	KL01140167	KL01140178

Zhou Productions Tab

Production	Date	Documents	Begin	End
001-048	N/A	45,958	MZ00000001	MZ00130775
N/A	1/17/2020	12	MZ00130772	MZ00130825
PROD001	3/31/2020	53	MZ00130826	MZ00131615
PROD002	4/7/2020	4	MZ00131616	MZ00131621
PROD003	9/29/2020	328	MZ00131624	MZ00132523
PROD004	10/16/2020	2,978	MZ00132524	MZ00157366
N/A	2/1/2021	14	MZ00157367	MZ00157394
PROOD004 Reproduction	3/15/2021	1	MZ00157367	MZ00157369
MZ_20211029	10/29/2021	54,250	MZ00157395	MZ00315572
MZ_20220323	3/23/2022	94	MZ00315573	MZ00315836
Zhou001	10/15/2023	695	MZHOU-0000001	MZHOU-0002886
Zhou002	2/23/2024	118	MZHOU-0002887	MZHOU-0004670
Zhou003	5/1/2024	2,987	MZHOU-0004671	MZHOU-0017569
Zhou004	5/8/2024	2,992	MZHOU-0017570	MZHOU-0037530
Zhou005	5/13/2024	45,345	MZHOU-0037531	MZHOU-0249597
Zhou006	5/13/2024	3,147	MZHOU-0249598	MZHOU-0268252
Zhou007	5/24/2024	42	MZHOU-0268253	MZHOU-0268435
Zhou008	9/20/2024	1	MZHOU-0268436	MZHOU-0268439
	Total Produced	159,019		
001 FIRST ZHOU PRODUCTION	N/A	5,096	MZ00000001	MZ00012503
002 SECOND ZHOU PRODUCTION	N/A	19,207	MZ00012504	MZ00062826
003 THIRD ZHOU PRODUCTION	N/A	4,936	MZ00062827	MZ00079881
004 FOURTH ZHOU PRODUCTION	N/A	3,285	MZ00079882	MZ00088318
005 FIFTH ZHOU PRODUCTION	N/A	1,531	MZ00088319	MZ00095089
006 SIXTH ZHOU PRODUCTION	N/A	1,214	MZ00095090	MZ00098088
007 SEVENTH ZHOU PRODUCTION	N/A	403	MZ00098089	MZ00098705
008 EIGHTH ZHOU PRODUCTION	N/A	197	MZ00098706	MZ00099257
009 NINTH ZHOU PRODCUTION	N/A	143	MZ00099258	MZ00099662

Zhou Productions Tab

010 TENTH ZHOU PRODUCTION	N/A	200	MZ00099663	MZ00100295
011 ELVENTH ZHOU PRODUCTION	N/A	207	MZ00100296	MZ00100903
012 TWELTH ZHOU PRODUCTION	N/A	206	MZ00100904	MZ00101569
013 THIRTEENTH ZHOU PRODUCTION	N/A	192	MZ00101570	MZ00102160
014 FOURTEENTH ZHOU PRODUCTION	N/A	171	MZ00102161	MZ00102814
015 FIFTEENTH ZHOU PRODUCTION	N/A	198	MZ00102815	MZ00103567
016 SIXTEENTH ZHOU PRODUCTION	N/A	194	MZ00103568	MZ00104031
017 SEVENTEENTH ZHOU PRODUCTION	N/A	222	MZ00104032	MZ00104564
018 EIGHTEENTH ZHOU PRODUCTION	N/A	208	MZ00104565_1	MZ00105221
019 NINETEENTH ZHOU PRODUCTION	N/A	248	MZ00105222	MZ00105889
020 TWENTIETH ZHOU PRODUCTION	N/A	249	MZ00105890	MZ00106790
021 TWENTY-FIRST ZHOU PRODUCTION	N/A	212	MZ00106791	MZ00107489
022 TWENTY-SECOND ZHOU PRODUCTION	N/A	252	MZ00107490	MZ00108380
023 TWENTY THIRD ZHOU PRODUCTION	N/A	214	MZ00108381	MZ00109144
024 TWENTY FOURTH ZHOU PRODUCTION	N/A	256	MZ00109145	MZ00109785
025 TWENTY FIFTH ZHOU PRODUCTION	N/A	251	MZ00109786	MZ00110631
026 TWENTY SIXTH ZHOU PRODUCTION	N/A	250	MZ00110632	MZ00111307
027 TWENTY SEVENTH ZHOU PRODUCTION	N/A	243	MZ00111308	MZ00111997
028 TWENTY EIGHTH ZHOU PRODUCTION	N/A	249	MZ00111998	MZ00112724
029 TWENTY NINTH ZHOU PRODUCTION	N/A	248	MZ00112725	MZ00113489
030 THIRTIETH ZHOU PRODUCTION	N/A	253	MZ00113490	MZ00114273
031 THIRTY FIRST ZHOU PRODUCTION	N/A	250	MZ00114274	MZ00115034
032 THIRTY SECOND ZHOU PRODUCTION	N/A	250	MZ00115035	MZ00115808
033 THIRTY THIRD ZHOU PRODUCTION	N/A	253	MZ00115809	MZ00116925
034 THIRTY FOURTH ZHOU PRODUCTION	N/A	226	MZ00116926	MZ00117667
035 THIRTY FIFTH ZHOU PRODUCTION	N/A	255	MZ00117668	MZ00118433
038 THIRTY EIGHTH ZHOU PRODUCTION	N/A	253	MZ00120038	MZ00121085
048 FORTY-EIGHTH ZHOU PRODUCTION	N/A	70	MZ00130462	MZ00130775
		42,292		

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

MAY X. ZHOU, AS SHAREHOLDER
OF, AND ON BEHALF OF
CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC. AND
KNOWLEDGELINK GROUP, INC.,

Plaintiff,

v.

XINWEI "CHRISTINE" LIN, and
JIANXIN "STEVEN" GAO,

Defendants, and

CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,

Derivative Defendants.

C.A. No. 1884CV02607 (Lead case)

C.A. No. 1884CV02736

C.A. No. 2384CV01294

**MAY X. ZHOU'S PROPOSED FINDINGS OF FACT WITH KNOWLEDGELINK
GROUP, INC., CHRISTINE LIN, AND STEVEN GAO'S RESPONSES**

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Pursuant to this Court’s April 9, 2024 Trial Order Non/Jury/Jury Waived, May Zhou presents her Proposed Findings of Fact, with KnowledgeLink Group, Inc., Christine Lin, and Steven Gao’s (collectively, the “KL Parties”) responses thereto.

FACTS RELEVANT TO ZHOU’S CLAIMS¹

I. Zhou, Lin, and Gao Form the Cambridge Network and KnowledgeLink

1. May Zhou (“Zhou”) was first acquainted with Jianxin “Steven” Gao (“Gao”) in 2008 while she was actively volunteering for a non-profit called Oversea Chinese Entrepreneurs Association. They met at an event and had discussions about an idea Zhou had long thought about to help Chinese individuals come to the United States to pursue educational opportunities. Testimony of May Zhou.

KL Parties’ Response: Disputed.

2. Gao suggested that Zhou go into business with him and his wife, Xinwei “Christine” Lin (“Lin”). He and Lin represented that with Gao’s experience running several successful businesses in China and Lin’s pending degree from Harvard University, Zhou could stand to benefit greatly by joining forces with them. They touted themselves as billionaires who owned numerous factories and other businesses in China doing business with major retailers in the United States. As it turned out, however, Lin was actually taking courses through the less prestigious “open-enrollment” Harvard Extension School, and the factories were only ideas that Lin and Gao had at the time; they would not come to own any factories until years later. Testimony of May Zhou; KL00015905.

¹ The KL Parties do not understand Zhou’s bolded headings to be proposed findings of fact and do not provide individual responses to them. To the extent Zhou’s headings are considered proposed findings, the KL Parties dispute them.

KL Parties' Response: Disputed.

3. To entice Zhou, Gao and Lin offered to enter into business with Zhou with Zhou receiving a 40% ownership interest in the joint businesses they planned to establish.

Testimony of May Zhou.

KL Parties' Response: Disputed.

4. Later, however, as discussions proceeded, Lin and Gao backpedaled and only agreed to Zhou holding a 30% interest in the business. Zhou nevertheless accepted the offer of minority ownership. Testimony of May Zhou.

KL Parties' Response: Disputed.

5. In 2009, Zhou and Lin formed The Cambridge Institute of China Business Research, Inc. ("CICBR"), a Massachusetts corporation, with Zhou holding a 30% ownership interest, and Lin and Gao collectively owning 70%. CICBR later changed its name to The Cambridge Institute of Business Research, Inc. ("CIBR"). Testimony of May Zhou.

KL Parties' Response: Disputed.

6. In 2013, Zhou, Lin and Gao formed KnowledgeLink Group, Inc. ("KnowledgeLink" or "KL"), with Zhou holding a 30% ownership interest (with additional rights to autonomously run KL and receive a greater percentage of the profits generated by it), and Lin and Gao collectively owning 70%. KL00354305.

KL Parties' Response: Disputed.

7. Between 2009 and 2015, Lin (with Zhou's subsequent ratification) formed several additional entities in Massachusetts (and other states) referred to "the Cambridge Network" companies to support and/or benefit CIBR's efforts including:

- a. The Cambridge Institute of International Education Corp. (“CIIE”);
- b. The Cambridge Institute Dormitory 100 LLC (“100 LLC”);
- c. CambridgeStar Investment, Inc. (“CambridgeStar”);
- d. The Cambridge Institute of International Education of California (“CIIE-CA”);
- e. Cambridge Educational Housing 100, LLC (“Dorm 100”);
- f. Cambridge Educational Housing 200 LLC (“Dorm 200”) in California;
- g. Cambridge Educational Housing 201 LLC (“Dorm 201”) in California;
- h. Cambridge Educational Housing 202 LLC (“Dorm 202”) in California;
- i. Cambridge Educational Housing 300 LLC (“Dorm 300”) in California;
- j. Cambridge Educational Housing 400 LLC (“Dorm 400”);
- k. SINO-US Education Development Association, Inc. (“SINO-US”)
- l. The Green Planet, Inc. (“GP”) in Massachusetts;
- m. Brooks Holding, LLC in California (“Brooks Holding”), and
- n. St. Mary’s Education Group Inc. (“SMEG”) in Oregon.

KL Parties’ Response: Disputed.

II. Testimony of May Zhou.

- 8. These companies, members of the “Cambridge Network”, were formed using CIBR’s funds and operated by and through CIBR’s employees, some of whom (but not all) had their employment formally transferred from CIBR to such companies. Their revenue comes from or is based upon CIBR’s contracts. Testimony of May Zhou; Testimony of Christine Lin.

KL Parties’ Response: Disputed.

- 9. Despite the facts that the initial capital for these entities came from CIBR and that they were largely dependent on CIBR, CIBR did not own them. Instead, for each of the

Cambridge Network entities above, Lin owned a 70% majority and Zhou owned the remaining 30%. KL00525078.

KL Parties' Response: Disputed.

10. Lin told Zhou that these new Cambridge Network companies were necessary to minimize the risk of doing business. Testimony of May Zhou.

KL Parties' Response: Disputed.

III. The Cambridge Network's Unofficial Subsidiaries in China

11. Between 2010 and 2015, Lin and Gao caused the formation of at least nine proxy companies (the "Unofficial Subsidiaries"; each an "Unofficial Subsidiary") for CIBR and the Cambridge Network in China, including:
- a. Shenzhen Yousiku Network Technology Co., Ltd ("Shenzhen Yousiku") in Shenzhen, China;
 - b. Zhengzhou Yousiku Education Technology Co., Ltd ("Zhengzhou Yousiku") in Zhengzhou, China;
 - c. Zhengzhou Meihuida Education Consulting Co, Ltd ("Zhengzhou Meihuida") in Zhengzhou, China;
 - d. Chengdu Meihuida Education Consulting Co., Ltd. ("Chengdu Meihuida") in Chengdu, China;
 - e. Chengdu Lihui Network Technology Co., Ltd. ("Chengdu Lihui") in Chengdu, China;
 - f. Shanghai Tuohui Business Consulting Co., Ltd. ("Shanghai Tuohui") in Shanghai, China;
 - g. Beijing Meihuida International Education Consulting Co., Ltd. ("Beijing Meihuida") in Beijing, China;

- h. Beijing Meihuida International Education Consulting Co, Ltd. Shenzhen Branch (“Beijing Meihuida – Shenzhen”) in Shenzhen, China; and
- i. Guangzhou Ruihong Education Consulting Co., Ltd. (“Guangzhou Ruihong”) in Guangzhou, China.

See, e.g., KL00076432; MZ00278887.

KL Parties’ Response: Disputed.

- 12. Lin and Gao represented to Zhou that they could not set up official subsidiaries owned by CIBR and that the best practice in China was to set them up as independent companies owned by trustworthy local managers. In reality, and unknown to Zhou until several years later, there was nothing stopping them from setting these entities up as official subsidiaries. Testimony of May Zhou.

KL Parties’ Response: Disputed.

- 13. Lin did not provide Zhou with much information or documentation regarding the Unofficial Subsidiaries, but Zhou’s understanding based on Lin’s representations was that Lin and Gao (through the Cambridge Network) had control over the Unofficial Subsidiaries. Testimony of May Zhou.

KL Parties’ Response: Disputed.

- 14. Zhou relied on Lin’s representation that they were all owned by Lin’s and/or Zhou’s friends in China. Zhou did not ask many questions because, at the time, she trusted Lin and Gao’s purported business expertise in both the U.S. and China. Testimony of May Zhou.

KL Parties’ Response: Disputed.

15. In reality, the Unofficial Subsidiaries were primarily owned by Lin and Gao's friends, classmates and relatives with whom Zhou was less familiar. Moreover, unknown to Zhou, some were registered as being indirectly owned by Lin, Gao, and Zhou. Zhou learned this information during discovery in this litigation. See KL00015905.

KL Parties' Response: Disputed.

16. The Cambridge Network and KnowledgeLink, through Lin and Gao, have control over the Unofficial Subsidiaries. Testimony of Christine Lin. During discovery in this litigation, however, Lin and Gao claimed that there was no control over the Unofficial Subsidiaries and therefore argued that they should not have to produce documents. Case No. 1884CV02607 Dkt. No. 32; Plaintiff KnowledgeLink Group, Inc.'s Supplemental Answers to Defendant May Zhou's First Set of Interrogatories ("KL April 2020 Interrogatory Responses"), at Answer 21.

KL Parties' Response: Disputed.

17. Lin and Gao then asked the owner of certain Unofficial Subsidiaries to sign an affidavit that they would not produce documents ordered by this Court. Dkt Nos. 40, 55. When pressed further, however, Lin all of a sudden "convinced" the straw owners of these companies to produce documents.

KL Parties' Response: Disputed.

18. Lin and Gao have access to all the documents of the Unofficial Subsidiaries, including their payroll information, roster of employees, bank statements, expenses, and monthly financial reports. KL00178342; KL00061864; KL00142746; KL00145990.

KL Parties' Response: Disputed.

19. Despite technically being owned by other individuals, the Unofficial Subsidiaries were treated as branches of, and accordingly operating for the benefit of, CIBR through the Cambridge Network. Testimony of May Zhou.

KL Parties' Response: Disputed.

IV. The Parties' Shareholder Agreements

20. In 2013, Lin, Gao and Zhou signed a Stockholders Agreement for CICBR/CIBR (the "CIBR Stockholders' Agreement"). MZ00198174.

KL Parties' Response: Disputed.

21. Section 4(a) of the CIBR Stockholders' Agreement provides CIBR with a right of first refusal such that any selling shareholder must first offer CIBR the stock. MZ00198174.

KL Parties' Response: Disputed.

22. Section 4(b) of the CIBR Stockholders' Agreement provides the shareholders with a right of second refusal such that if CIBR declines a selling shareholders' offer, the selling shareholder must then offer the other shareholders the stock. MZ00198174.

KL Parties' Response: Disputed.

23. Section 7(a) of the CIBR Stockholders' Agreement ensures that each shareholder has the right to designate a member to CIBR's Board of Directors (the "CIBR Board"), and that none of the shareholders take any action during the first ten years of the agreement to increase or decrease the number of directors of the company. MZ00198174.

KL Parties' Response: Disputed.

24. In 2012, after Zhou had successfully built CIBR into a company with a multi-million-dollar annual revenue, Lin, Gao and Zhou agreed that Zhou and Gao would create their new respective companies (Zhou's being KnowledgeLink and Gao's being his failed

attempt to recreate CIBR at a college level) with autonomy, and that Lin would run the Cambridge Network autonomously as well. Testimony of May Zhou; KL00548806.

KL Parties' Response: Disputed.

25. In an email exchange from February of 2013, the parties confirmed their agreement that each party would have autonomy to run their own portion of the business and that no party would “interfere or exert any influence on the specific operation of the other party’s company.” KL00354305. The intent behind this agreement was that Zhou would build and run KnowledgeLink autonomously and that Gao would demonstrate his ability to build his own successful business that he would run independently.

KL Parties' Response: Disputed.

26. The February 2013 email agreement further provided that any sale of any jointly owned company would require a board approval and that the proceeds of any such sale would be distributed according to the parties’ relative ownership. KL00354305.

KL Parties' Response: Disputed.

27. At around the same time, the parties agreed that Zhou would receive 40% of KnowledgeLink’s profits. Lin and Gao later reneged on this profit distribution arrangement and refused to document it. Testimony of May Zhou.

KL Parties' Response: Disputed except:

- Undisputed that no agreement concerning the distribution of KL’s profits was ever documented.

V. The Operations of CIBR and the Cambridge Network

28. When CIBR was formed in 2009, Lin and Gao wanted CIBR to focus on attracting U.S. investors and entrepreneurs to Chinese companies and recruiting U.S. college students for internships in China. KL00015905; MZ00159634.

KL Parties' Response: Disputed.

29. This idea was a failure. Testimony of May Zhou.

KL Parties' Response: Disputed.

30. Zhou then steered CIBR to its current business model to bring Chinese students to study in the United States and spent countless hours bringing this idea to life. As Lin has acknowledged, "this business was built around [Zhou]." KL00506295-96.

KL Parties' Response: Disputed.

31. As a result of Zhou's direction, CIBR's main source of revenue is the recruitment of international students for matriculation in the United States and providing related services such as educational consulting, tutoring, and the coordination of host families. Testimony of May Zhou. CIBR has a stable and predictable revenue based on the steady number of international students enrolled in U.S. private high schools for an average of three years at a time. Testimony of May Zhou.

KL Parties' Response: Disputed.

32. As a direct result of Zhou's efforts, CIBR and the Cambridge Network companies have worked with hundreds of schools and organizations of different types in at least ten cities around China, as well as in Vietnam, Japan, and South Korea. Testimony of May Zhou.

KL Parties' Response: Disputed.

33. Each of the Cambridge Network entities supports the overall business of providing international students with educational opportunities in the United States. Testimony of May Zhou.

KL Parties' Response: Disputed.

34. As CIBR and the Cambridge Network's businesses began growing, Lin started increasing her control over each of the entities and let Zhou focus more on starting a new jointly owned business with the promise of autonomy and a greater share of profits. This eventually led to the creation of KnowledgeLink. Testimony of May Zhou.

KL Parties' Response: Disputed.

35. Lin has control over each of the entities in the Cambridge Network.

KL Parties' Response: Disputed.

36. Lin has disregarded corporate separateness in operating the entities within the Cambridge Network. See, e.g., MZ00313503; MZ00312459; KL00564736; KL008833050; Testimony of Christine Lin.

KL Parties' Response: Disputed.

37. Employees often are treated as "Cambridge" employees and many of them hold the same roles in the Cambridge Network. KL00497709.

KL Parties' Response: Disputed.

38. The Cambridge Network also relies on the Unofficial Subsidiaries to do business on its behalf in China. Testimony of May Zhou. Lin routinely causes various entities within the Cambridge Network, Unofficial Subsidiaries and other companies she owned or controlled to collect and/or provide funding for the operations of one another and other entities. See e.g., KL00324382.

KL Parties' Response: Disputed.

39. Instead of operating each entity through its own accounts, Lin and Gao also cause the Cambridge Network entities to use Lin and Gao's own and their employees' personal

“underground” bank accounts, representing to Zhou that this was simply how business was done in China. KL00674806; KL00683122; KL00307060.

KL Parties’ Response: Disputed.

VI. Zhou’s Positions at the Cambridge Network

40. CIBR was built on Zhou’s hard, full-time work, which included her efforts to redirect CIBR after Gao had proposed a different, unsuccessful business model. Testimony of May Zhou. After Gao’s idea regarding internships for American college students failed, it was Zhou who steered CIBR to its current business model of bringing Chinese students into the U.S. for high school education. Testimony of May Zhou.

KL Parties’ Response: Disputed.

41. In 2010, when Zhou’s business model was starting to gain momentum for CIBR, Lin told Zhou: “Since this business was built around you we hope you can take on the extra responsibility and manage the company well.” KL00506295-96.

KL Parties’ Response: Disputed.

42. Lin also expressed to Zhou certain restrictions on Lin and Gao’s ability to devote their full time to CIBR. KL00506295-96.

KL Parties’ Response: Disputed.

43. Zhou spent countless hours building up the business and client base for the Cambridge Network companies, and she regularly made extended trips to China to discover, establish, build, and visit partnerships with hundreds of organizations around China. MZ00311638; Testimony of May Zhou.

KL Parties’ Response: Disputed.

44. Prior to the 2013 formation of KnowledgeLink, Zhou received annual salaries of \$250,000 from CIBR/the Cambridge Network. See, e.g., KL00548806.

KL Parties' Response: Disputed.

A. CIBR

45. Zhou served as the Chief Operating Officer (“COO”) of CIBR from its founding in April 2009 through July 2016 when the CIBR Board (i.e., Lin and Gao) removed her from this position. As COO, she managed sales in China, Vietnam, and South Korea, marketing and student recruiting, and the services and support provided to students and schools in the United States. KL00773680; Testimony of May Zhou.

KL Parties' Response: Disputed.

46. Zhou was also the Secretary of CIBR from its founding in April 2009 through October 2017 when the CIBR Board (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

47. Zhou was a Director of CIBR from its founding in April 2009 through September 2018 when the CIBR Board (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

B. CIIE

48. Zhou served as the COO of CIIE from its founding in April 2011 through September 2016 when the CIIE's Board of Directors (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Disputed.

49. Zhou was the Secretary of CIIE from its founding in April 2011 through October 2017 when CIIE's Board of Directors i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

50. Zhou was a Director of CIIE from its founding in April 2011 through September 2018 when CIIE's Board of Directors (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

C. GP

51. Zhou served as the COO of GP from its founding in April 2011 through October 2017 when GP's Board of Directors (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

52. Zhou was the Secretary of GP from its founding in April 2011 through March 2019 when GP's Board of Directors (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

53. Zhou was a Director of GP from its founding in April 2011 through September 2018 when GP's Board of Directors (i.e., Lin and Gao) removed her from this position. KL00773680; Testimony of May Zhou.

KL Parties' Response: Undisputed.

VII. KnowledgeLink's Operations

54. KnowledgeLink is a corporation organized under the laws of Massachusetts.

KL Parties' Response: Undisputed.

55. KnowledgeLink engages in cooperative education projects in China and offers American-style curricula to be taught in Chinese schools. KnowledgeLink recruits and

hires teachers to teach in schools in China and engages in other activities to support its Chinese operations. Testimony of May Zhou.

KL Parties' Response: Disputed.

56. KnowledgeLink does not own any schools. Instead, its business model is to partner with private K-12 educational institutions in the United States to arrange partnerships between American and Chinese schools such that American curricula is taught in Chinese schools. Under what is typically referred to as a partner school program, the curricula are taught by teachers that KnowledgeLink recruits, hires, and manages. Testimony of May Zhou.

KL Parties' Response: Disputed.

57. In 2014, KnowledgeLink registered a wholly owned, official subsidiary company in Chongqing, China, called Chongqing Nuolin Business Consultant Inc. ("Chongqing Nuolin" or "CN") in order to gain the tax and other benefits of a foreign capital invested company. The relevant governmental agency in China approved the registration in November 2014. KL00275964; Testimony of May Zhou; 1884CV02607 Dkt. No. 163, ¶¶ 13-15.

KL Parties' Response: Disputed.

58. Chongqing Nuolin was formed with the purpose of formalizing KnowledgeLink's operations in China and therefore replacing the Unofficial Subsidiaries. Testimony of May Zhou.

KL Parties' Response: Disputed.

59. Zhou was not directly involved in Chongqing Nuolin's registration process. Testimony of May Zhou.

KL Parties' Response: Disputed.

60. At the time it was established in 2014, CN was a Foreign Funded Enterprise owned by KL. Foreign Funded Enterprises are companies owned by foreign investors in China, subject to a specific legal regime. Chinese law requires that foreign-owned subsidiary companies such as Chongqing Nuolin meet certain capital funding requirements. Expert Testimony of Xiaolin Zhou; KL00275964; KL00275964; 1884CV02607 Dkt. No. 163, ¶ 16.

KL Parties' Response: Disputed.

61. Pursuant to the governmental approval, Chongqing Nuolin's Articles of Association, required a capital contribution "equal to RMB 5 million yuan contributed by [KL], which accounts for 100% of the registered capital," to be "in place within two years from the date of establishment." KL00275964; KL00275958; Expert Report of Xiaolin Zhou, ¶ 23.

KL Parties' Response: Disputed.

VIII. Zhou's Position at KnowledgeLink

62. Zhou is a 30% shareholder of KnowledgeLink with additional rights to run the business autonomously. KL00354305.

KL Parties' Response: Disputed.

63. Zhou worked for years as KL's President and CEO without pay and did not start receiving a salary until three years after it was formed. Testimony of May Zhou.

KL Parties' Response: Disputed.

64. Zhou was the President, Chief Executive Officer, and a Director of KL from 2013 until she was terminated in the summer of 2018. Testimony of May Zhou.

KL Parties' Response: Disputed.

65. At the time that Zhou was terminated from KnowledgeLink, she was receiving an annual salary of \$225,000, an annual bonus of between 10-100% of her salary, annual insurance premiums of approximately \$26,000, and annual retirement contributions to her 401(k)-plan amounting to approximately 5% of her salary. KL00515560; Testimony of May Zhou.

KL Parties' Response: Disputed.

IX. Lin and Gao's Roles at Various Companies

66. Lin and/or Gao have taken the titles as President and Chief Executive Officer ("CEO") of CIBR since its founding. In this role, they manage the financial and residential services functions of the business. Testimony of Christine Lin; Testimony of Steven Gao.

KL Parties' Response: Disputed.

67. Initially, Gao also served in a management role at CIBR. Testimony of Steven Gao.

KL Parties' Response: Undisputed.

68. During CIBR's early stages in 2010, Lin informed Zhou that, due to childcare and other commitments, Lin would be unable to devote her full time to CIBR for the time being. KL00506295-96.

KL Parties' Response: Disputed.

69. Lin further told Zhou that Gao wasn't "suited for a fixed work schedule" stating that he instead needed "plenty of time for thinking and social contact." KL00506295-96.

KL Parties' Response: Disputed.

70. Indeed, Gao has simultaneously held full-time positions at other companies during his tenure at the Cambridge Network and KnowledgeLink. Gao has been the General Manager and Board Chairman of a separate manufacturing company that Lin and Gao

own (“Creative Group”). Testimony of Steven Gao. In this role, he is in charge of developing new business for Creative Group.

KL Parties’ Response: Disputed.

71. Lin has also improperly held executive positions at several other competing companies she separately owns. She has been the President of St Mary’s School Management Inc. (“SMSM”) since 2019, the President of CreativeK12 Inc. (“CreativeK12”) since 2019, the President of UnitedK12 Group (“UnitedK12”) since 2019, the President of St. Mary’s Online Academy, Inc. (“SMOA”) since 2020, and the President of Creative Group since 2009. She also has been the Treasurer of CreativeStar Solutions Inc. (“CreativeStar”) since 2013. In 2020, Lin was also acting as an independent contractor for SMOA. KL00331202; Testimony of Christine Lin.

KL Parties’ Response: Disputed.

72. In 2013, Gao pursued an idea to try to recreate CIBR’s business model (which focused on education at the high school level) in colleges across the United States. Testimony of Steven Gao; Testimony of May Zhou. This initiative ended up being unsuccessful and cost the companies millions of dollars. *See* Section X, *infra*.

KL Parties’ Response: Disputed.

73. In 2015, Zhou experienced some health issues. In May of 2016, Zhou advised Lin and Gao that she was interested in selling her shares in the companies. To that end, Zhou set up a board meeting to discuss the issue and invited both Lin and Gao to discuss the matter. Testimony of May Zhou.

KL Parties’ Response: Disputed except:

- Undisputed that in 2015, Zhou experienced some health issues.

74. In June 2016, Zhou asked Lin and Gao not to share the information publicly until they had a final agreement in place. Lin and Gao nevertheless informed all senior employees about Zhou's desire to sell at the yearly planning meeting and advised all managers in China that Zhou was planning to sell her interest and leave the companies. Testimony of May Zhou; KL00065874; MZ00197410.

KL Parties' Response: Disputed.

75. In or around August 2017, Lin and Gao received a formal indication of interest from Baird Capital ("Baird") to purchase the Cambridge Network which contained a valuation of the Cambridge Network of between \$90 to \$105 million. KL00388295.

KL Parties' Response: Disputed.

76. Lin informed Zhou about the offer but withheld many of the key details and declined to share the offer letter with Zhou. KL00388295.

KL Parties' Response: Disputed.

77. However, on August 21, 2017, Lin suddenly announced to all directors that the company had entered the financing phase. KL00492197; KL00477582; KL00480529; KL00481004.

KL Parties' Response: Disputed.

78. Despite Zhou's willingness to pursue discussions with Baird, Lin represented to Baird that her partner (Zhou) was not interested in an acquisition below \$100 million. KL00492201. Lin did this without even discussing Baird's indication of interest with Zhou. Testimony of May Zhou.

KL Parties' Response: Disputed.

79. Baird indicated that it was willing to proceed. KL00492201.

KL Parties' Response: Disputed.

80. In or around October 2017, a representative of Baird attended a meeting in Boston with Lin and/or Gao after which Lin asked Zhou to provide a proposed valuation and offer price to Baird.

KL Parties' Response: Disputed.

81. Zhou proposed a buyout value of \$90 million and asked Cambridge Network's Chief Financial Officer to transmit the offer to Baird. Testimony of May Zhou; MZ00083220.

KL Parties' Response: Disputed.

82. Gao, however, claimed that Zhou's price was too low and demanded that Baird pay \$200 million for purchasing the business. MZ00083284.

KL Parties' Response: Disputed.

83. Zhou expressed to Gao she was willing to sell her share to Gao or the company at half of Gao's \$200 million valuation. MZ00083284.

KL Parties' Response: Disputed.

84. In November 2017, Gao expressed to Lin that he thought the Cambridge Network was worth twenty times its \$10 million profits and that he thought \$200 million was a fair price. KL00097142.

KL Parties' Response: Disputed.

85. In March 2018, Zhou again expressed her interest in being bought out, regardless of whether or not there was a third-party investor. KL00002947. Lin asked Zhou to provide an exit plan. MZ00286483; MZ00286555.

KL Parties' Response: Undisputed.

86. At the same time that Lin was refusing to buy Zhou's shares, unbeknownst to Zhou, Lin also started telling Cambridge Network and KnowledgeLink employees that Zhou was leaving the companies. Testimony of May Zhou.

KL Parties' Response: Disputed.

87. Lin and Gao also received interest from other investors considering purchasing CIBR but they never disclosed such information to Zhou. KL00489253; Testimony of May Zhou.

KL Parties' Response: Disputed.

X. Lin and Gao's Wrongful Conduct Leading Up to Their Freeze-Out of Zhou

88. To achieve a break-even point for CIBR as quickly as possible, Zhou devoted more than 60% of her time in its early years outside of the United States, striving to open sales channels and find the best model to expand business. Meanwhile, Lin and Gao's attention were focused elsewhere.

KL Parties' Response: Disputed.

89. To ensure that Zhou could devote more time, Lin and Gao insisted that the company was established around Zhou and asked her to move her home closer to the company to facilitate her management responsibilities. KL00506295.

KL Parties' Response: Disputed.

90. After two and a half years of relentless effort, the Cambridge Network's combined annual revenue grew from zero to \$17 million by 2013. CIBR's revenue grew from zero to \$10 million by 2013. From late 2012 to early 2013, Lin and Gao's tone changed from acknowledging that the business was centered around Zhou to claiming that they led CIBR's success and that Zhou's initial investment and involvement was not necessary to them. Zhou promptly pointed out that it wasn't a leader's behavior to take

credit when things go well but shift the blame when problems arose. Testimony of May Zhou; KL00548806.

KL Parties' Response: Disputed.

91. In 2013, Lin doubled her own salary, claiming she had completed her master's degree and maternity leave and could now work full-time. KL00548806; KL00489332; Testimony of May Zhou.

KL Parties' Response: Disputed.

92. On November 8, 2013, Zhou requested a salary increase based on her contributions to CIBR over the past two years, but Lin refused, citing that Zhou had a different bonus structure under KnowledgeLink. MZ00311643; Testimony of May Zhou.

KL Parties' Response: Disputed.

93. From her extensive experience, Zhou had become a seasoned leader with a deep understanding of all the players in KL and CIBR's target market, and she also had established a strong reputation in the education industry in China. Her reputation and relationships with numerous partner schools and organizations enabled the Cambridge Network to increase student recruitment in U.S. high schools tremendously. As a result, the business was expanding by 2013. KL00548806; Testimony of May Zhou.

KL Parties' Response: Disputed.

94. Between 2013 and 2016, Zhou autonomously led KnowledgeLink's business to grow without interference from Lin or Gao. Testimony of May Zhou.

KL Parties' Response: Disputed.

95. In 2015, both KnowledgeLink's and CIBR's businesses were expanding in large part as a result of Zhou's management and efforts in the sales and marketing areas.

Testimony of May Zhou.

KL Parties' Response: Disputed.

96. In early 2015, Zhou was diagnosed with breast cancer and underwent a series of operations and treatment. Testimony of May Zhou.

KL Parties' Response: Undisputed.

97. Lin later insinuated that she regretted "granting" Zhou a 30% share in the Cambridge Network companies and KnowledgeLink. KL00015905.

KL Parties' Response: Disputed.

98. At around the same time, Lin caused CIBR to transfer funds to CreativeStar under the guise of "IT services" and moved CreativeStar into CIBR's office space over Zhou's objection. *See* Section XVI, *infra*.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 86, 98, 133-38, 172, 179, 187.

99. Lin introduced Zhou to a purportedly reliable company, Deyu Company ("Deyu"), that Lin and Gao used for efficient currency exchange. Unbeknownst to Zhou at the time, Deyu is a shell company that is technically owned by Gao's brother, Jianzhong Gao but effectively controlled by Lin and Gao.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second

Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR.

2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

100. Likewise, Lin introduced KC Panorama, LLC (“KC Panorama”) to Zhou as an alternative to Deyu’s “currency exchange” services. Lin did not disclose, however, that KC Panorama is a company owned by Gao’s friend, that it was operated out of Lin and Gao’s home address, and that Lin and Gao effectively controlled it. See Section XVII, *infra*.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR.

2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

101. Lin and Gao then started transferring CIBR’s and KnowledgeLink’s funds to Deyu and KC Panorama under the guise of their purported “currency exchange” services. See Section XVIII, *infra*.

KL Parties’ Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu or KC Panorama. See Second Amended Complaint and Jury Demand, 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 140-52.

102. In April 2015, Brooks Holding was established for the purpose of purchasing the Brooks Institute (“Brooks”), a specialty for-profit private school that had been operating at a loss for years. Testimony of May Zhou; Testimony of Christine Lin.

KL Parties’ Response: Irrelevant because all claims on behalf of CIBR have been dismissed.

1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions.

1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in *limine* to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13

(“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

103. Lin caused Brooks Holding to make the acquisition over Zhou’s objection and using forged paperwork. Because Zhou had objected, Lin fabricated a Unanimous Written Consent of Directors of GP dated April 10, 2015, which falsely claimed Lin and Gao were GP’s only directors. KL00636348.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in *limine* to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

104. In reality, Zhou has been a Director of GP since its inception, as confirmed by the Unanimous Written Consent in Lieu of Meeting of the Board of Directors of GP dated April 24, 2015, which authorized the filing of Articles of Correction to “correct” its official filings just two weeks later. KL00636352; MZHOU-0267629

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

105. Lin used the falsified unanimous consent, which omitted Zhou after her objection was made, to authorize the purchase of Brooks. KL00636348.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

106. The Brooks purchase was an unmitigated disaster. After failing to do adequate due diligence when acquiring Brooks, Lin caused GP to guarantee Brooks' \$5,000,000 lease. Brooks defaulted, and litigation ensued. KL00007956.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not "introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases" in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 ("Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.").

107. Lin then kept Zhou in the dark about the legal obligations she caused GP to incur. In fact, when Lin realized the severity of the situation, she began listing various reasons for Brooks' unsustainable operations, such as high renovation costs, government policy changes unfavorable to for-profit colleges, poor leadership, low student recruitment numbers, and operational losses. She never mentioned the \$5,000,000 lease guarantee. Even when the litigation began, Lin failed to provide Zhou with any meaningful updates. KL00007353; Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not "introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases" in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023

motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

108. In May 2016, after Zhou expressed disappointment at the company's lack of focus on service quality, Lin suggested hiring her classmate Teddy Xiong from China to take over the sales and marketing team there. MZ00215749; Testimony of May Zhou.

KL Parties' Response: Disputed.

109. Despite Zhou's cautionary advice that Teddy Xiong lacked knowledge in CIBR's field and was unfamiliar with the industry—factors that could harm the company in an increasingly competitive and saturated market—Lin disregarded her warnings and announced structural changes to the Chinese team without Zhou's agreement. MZ00195296; MZ00195296.

KL Parties' Response: Disputed.

110. Lin also falsely announced that Zhou had decided to sell her shares to CIBR and KnowledgeLink's U.S. management teams without Zhou's consent. KL00060158; Testimony of May Zhou.

KL Parties' Response: Disputed.

111. In 2016, Lin asked Zhou to resign from her position as the Cambridge Network's COO. Zhou firmly refused. Nevertheless, Lin proceeded to announce that Zhou was stepping down from the Cambridge Network in order to focus more on KnowledgeLink. Lin did this against Zhou's wishes; Zhou had never authorized such an announcement, which was inconsistent with their then recent conversations. KL00060158; MZ00198031; Testimony of May Zhou.

KL Parties' Response: Disputed.

112. During an October 2017 concurrent meeting of the Boards of Directors of each of the entities in the Cambridge Network and KnowledgeLink, without Zhou present, Lin and Gao passed a motion removing Zhou from her position as Secretary of each of the various companies. On October 10, 2017, Lin signed a Unanimous Written Consent in Lieu of the Stockholders which purported to ratify all of her unlawful actions in freezing Zhou out. Zhou did not sign this. KL00647437; MZ00312455.

KL Parties' Response: Disputed.

113. In November 2017, Lin purported to decide that KnowledgeLink, which Zhou was running, would now be “considered as a division of Cambridge Network” and that Zhou would now “report to” Lin. KL00007390

KL Parties' Response: Disputed.

114. In April 2018, in reaction to the Brooks disaster, Zhou also told Lin she would be standing up to her more often by objecting to Lin’s uninformed or harmful decisions. Zhou proceeded to question the feasibility of another venture Lin was hastily considering at the time and reminded Lin of the consequences of her failure to do adequate due diligence in the Brooks acquisition. KL00007956

KL Parties' Response: Disputed.

115. Lin called Zhou an “obstacle” to new revenue and told her that, with respect to Brooks, she was “crying over spilled milk.” KL00007956.

KL Parties' Response: Disputed.

116. Around the same time, Lin asked Zhou to sign backdated corporate records in order to escape liability in the litigation involving Brooks and GP. KL00636348. Zhou refused to do so. KL00466148.

KL Parties' Response: Disputed.

117. Shortly thereafter, Lin and Gao took steps to push Zhou out of the businesses they jointly own.

KL Parties' Response: Disputed.

XI. Lin Uses False Pretenses to Freeze Zhou Out

118. In June 2017, Lin learned that a KnowledgeLink General Manager in China, Frank Zhou (“Frank”), transferred the ownership of Chongqing Nuolin to a separate company he owned using forged paperwork. Zhou and Frank have the same last name but are not related. Testimony of May Zhou; Case No. 1884CV02607 Dkt. No. 163, ¶¶ 18, 34, 35, 38.

KL Parties' Response: Disputed, except:

- Undisputed that in June 2017, Lin learned that the ownership of Chongqing Nuolin had been transferred.
- Undisputed that the transfer was accomplished using forged paperwork.
- Undisputed that Zhou and Frank Zhou are not relatives.

119. Within the next six months, Lin decided to push the narrative that Zhou orchestrated this transfer. She started baselessly accusing Zhou of scheming with Frank and twisting the fact that Zhou worked closely with him as his “direct” superior into a conspiracy in which Zhou controlled him as her lackey. Lin relentlessly berated Zhou for “tak[ing] away” her property and even went so far as to knowingly and baselessly accuse Zhou

of starting competing companies. KL00007423; KL00007437; KL00007899; KL00001733; Testimony of May Zhou.

KL Parties' Response: Disputed.

120. Meanwhile, Zhou was making every effort to work with Lin to find solutions that would ameliorate her concerns about the effects of Frank's transfer. Each attempt was met with hostility, further accusations, and/or manipulation. Testimony of May Zhou.

KL Parties' Response: Disputed.

121. As an initial matter, Zhou pointed out that Frank would not have made the transfer if KL had wired the requisite funds into CN's account such that it would be legally operating under Chinese law. Zhou further pointed out her understanding that CN would simply operate through a proxy company, just like the Unofficial Subsidiaries. Lin responded by saying they needed to "follow [the] right process to keep everything clear," insinuating, for the first time, that the Unofficial Subsidiaries were not the proper way of doing business in China. KL00002913.

KL Parties' Response: Disputed.

122. Zhou later recommended that they instead set up a new wholly owned subsidiary in China to take over CN's operations. Lin presented Zhou's recommended approach to KnowledgeLink's Board of Directors (the "KL Board"), and the KL Board approved the creation of a new subsidiary. KL00007694. Unwilling to cooperate with Zhou, Lin later caused the KL Board to transfer CN's assets to a different company, Shanghai Tuohui. Based on Lin's representations, Zhou was under the impression that Shanghai Tuohui was separately owned by an employee, Anna Ge, who had established a competing business and that it was not actually one of their proxy companies.

KL00742883. Zhou therefore objected and presented concerns (and documentation) about Anna Ge's competition to Lin. KL00001836. It was only during discovery in this litigation that Zhou learned that she was one of Shanghai Tuohui's real owners after all. Had Lin been honest with Zhou about the company's ownership, Zhou would not have objected. Testimony of May Zhou; KL00698718.

KL Parties' Response: Disputed.

123. After rejecting all of Zhou's reasonable attempts to find a solution to Frank's transfer, Lin officially decided to use the situation to get rid of Zhou.

KL Parties' Response: Disputed.

124. On May 31, 2018, Lin sent an email indicating that at the next KL Board meeting, she would be appointing herself as the new CEO of KnowledgeLink, stating that "Zhou is leading KnowledgeLink going further from our mission and core values of our founding companies. And it [is] creating animosity in between the departments." KL00007936.

KL Parties' Response: Undisputed.

125. At a June 8, 2018, meeting, the KL Board passed a motion that effectively removed Zhou (over her objection) as both President and CEO of KnowledgeLink. KL00007697.

KL Parties' Response: Disputed.

126. By that point, KnowledgeLink's revenues were starting to grow significantly under Zhou's leadership. At the same time, revenue of CIBR had dropped 40% in the previous two years since effective control had moved from Zhou to Lin (after Lin forced Zhou out of her officer positions at the Cambridge Network). KL0055997; KL00825084.

KL Parties' Response: Disputed.

127. On June 11, 2018, KnowledgeLink sent Zhou a formal offer letter for the position as COO along with a “Nondisclosure, Noncompetition, and Nonsolicitation Agreement” (the “NDA”) that required her signature as a condition of Zhou’s continued employment. MZHOU-0211551.

KL Parties' Response: Undisputed.

128. The offer came with a salary increase of \$25,000, for a total annual compensation of \$250,000 (again on the condition that Zhou sign the NDA). MZHOU-0211551.

KL Parties' Response: Disputed.

129. Zhou responded that she needed time to consult with her counsel who had been out of the country at the time. Zhou also reminded Lin that she had agreed in 2013 to permit Zhou the freedom to operate and grow the business of KnowledgeLink without interference from her or Gao, and that removing her as President of KnowledgeLink and demoting her to COO without her knowledge and consent was a breach of her duties to Zhou. Zhou demanded to be treated fairly and requested that the parties go their separate ways in an equitable manner. KL00002303; Testimony of May Zhou.

KL Parties' Response: Disputed.

130. On July 10, 2018, weeks after offering Zhou a \$25,000 raise and before Zhou had a chance to consult with her attorney, Lin caused KnowledgeLink to terminate Zhou’s employment purportedly “for cause,” citing Zhou’s falsified role in Frank’s transfer. Lin knew that Zhou had no wrongful role in Frank’s transfer. Lin nevertheless improperly and knowingly blamed Zhou in order to justify her decision to freeze Zhou out. KL00191722.

KL Parties' Response: Disputed.

131. On August 14, 2018, the KL Board passed a motion, over Zhou's objection, to remove Zhou as a director, again knowingly and falsely citing "her unauthorized transfer." KL00773698.

KL Parties' Response: Disputed.

132. In September 2018, each of the Cambridge Network entities' Boards of Directors (each consisting of Lin and Gao) passed motions, over Zhou's objection, to remove her as a director. Testimony of May Zhou; KL00645874; KL00886773.

KL Parties' Response: Disputed.

133. After freezing Zhou out, Lin sought to minimize the success of CIBR and KL by shifting profits and resources to companies owned solely by Lin and Gao.

KL Parties' Response: Disputed.

XII. The Companies Performances Decline Under Lin and Gao

A. Differing Management Styles and Philosophies

134. Zhou was an effective leader who was heavily driven by her passion for helping students. She focused less on immediate profits and more about bringing value to their customers, the students. Zhou worked hard to find team members with similar levels of passion and instill the same passion in her team members, and she led with a very collaborative, teamwork-based approach.

KL Parties' Response: Disputed.

135. Lin and Gao, on the other hand, were driven by quick profits. Lin viewed their customers as the schools, rather than the students, and focused on diverting money to Gao and herself. Lin's leadership style prioritized subservience and accountability to her (while simultaneously exempting her and Gao from accountability). Indeed, Lin

had a policy of requiring employees such as Dan Xiao to be “passive and positive” such that they only say positive things in any communications they have regarding Lin or Gao. KL0013621; KL00466033.

KL Parties’ Response: Disputed.

136. At the earlier stage of CIBR and KnowledgeLink’s businesses, Lin and Gao focused most of their attention on the unrelated businesses they wholly own, while Zhou focused exclusively on leading CIBR and KnowledgeLink. Lin and Gao accordingly were perfectly happy giving Zhou the control to develop the businesses as she saw fit.

KL Parties’ Response: Disputed.

137. Lin only expanded her focus on CIBR and KnowledgeLink when they started reaching multi-million-dollar revenues. By that point, however, Lin’s “focus” was on how to maximize their own control over the businesses and their profits at the expense of Zhou.

KL Parties’ Response: Disputed.

138. Meanwhile, Lin and Gao also continue prioritize the unrelated companies they wholly owned either directly or indirectly (including, but not limited to, CreativeStar, Creative Group, Creative Lights, Chengdu Lihui, and Chengdu Meixiang Technology Co., Ltd. (“Chengdu Meixiang”)) as well as the four competing companies they built after 2018 (UnitedK12, CreativeK12, SMOA, and SMSM).

KL Parties’ Response: Disputed.

139. As a result of the competing businesses that Lin and Gao put their efforts into, CIBR and KnowledgeLink have lost business opportunities such as online and virtual learning platforms which are instead operated by their wholly owned companies.

KL Parties’ Response: Disputed.

140. Meanwhile, their focus on “quick profits” led to several bad decisions. For example, they purchased Brooks without doing proper due diligence because Steven thought it would further his failed efforts to replicate CIBR’s business at the university level. When the inherent financial and operational difficulties came to light, Lin and Gao decided to close Brooks, prompting several different lawsuits.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

141. In addition, Lin’s abrupt termination and subsequent relentless defamation of Zhou (discussed below) caused a significant number of KnowledgeLink employees and leaders to leave the company, which damaged the company’s ability to function efficiently.

KL Parties’ Response: Disputed.

142. Rather than installing experienced and qualified leaders to replace them, Lin and Gao prioritized individuals who they considered to be loyal to them into leadership and executive positions. Lin and Gao valued “passive and positive” employees who only spoke nicely of them and did not challenge their authority with independent thinking. KL0013621.

KL Parties’ Response: Disputed.

143. For example, in preparing to push Zhou out of her executive positions at the Cambridge Network, Lin hired her friend Teddy Xiong as the general manager of the Cambridge Network in China. Teddy Xiong had no relevant prior experience. MZ00215749; MZ00195296; MZ00272045.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258.

144. At around the same time, she also promoted her friend Barbara Liang to be Vice President of Global Sales at CIBR for all regions except China, which accounts for approximately 90% of its sales. Lin tripled Barbara Liang's salary over the course of two years despite rapidly declining profits. KL00467284.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Ms. Liang. See 1884CV02607 Dkt. No 23.

145. Barbara Liang now operates a competitive operation. Lin was advised by a former employee that Liang was violating her non-competition agreement, but Lin ignored it. Barbara Liang also assisted Lin with her efforts to divert funds from CIBR to CreativeStar. KL00480324; KL01012037.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Ms. Liang. See 1884CV02607 Dkt. No 23.

146. After Zhou was frozen out, Lin and Gao also moved Dan Xiao from CreativeStar to a senior management position at KnowledgeLink. Dan Xiao had no experience in the

education or school management industries, but he was loyal to Lin and Gao.
KL00669305.

KL Parties' Response: Disputed.

147. Also after Zhou was frozen out, Lin and Teddy Xiong removed several well-performing and long-standing leaders at CIBR because Lin considered them to be disloyal to her.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement of CIBR or KL in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

148. Lin's prioritization of what she considered to be loyalty also caused her to damage KnowledgeLink's relationship with a major partner school, the Bashu Secondary School in Bashu, China, which Zhou had established by relentlessly threatening and defaming that school's principal. KL01073503.

KL Parties' Response: Disputed.

149. Between 2016 and 2019, KnowledgeLink had received a total revenue of RMB 17 million from its then-ongoing relationship with the Bashu Secondary School. KL00142455; KL00786036-042; KL00329452; KL01139474.

KL Parties' Response: Undisputed.

B. Differences in Company Performance

150. By way of background, CIBR's students spend three years at US high schools on average. This means that, if there are no new recruits, revenue would drop 33.33% per year for three years. Students generally decide on the school they will attend about six months to twelve months in advance. This means that revenue will not be seen until

about nine months after a sale is made, and any circumstances impacting revenue do not become apparent until nine months later. The quality of CIBR's services typically affect future sales.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

151. Lin's leadership style and Zhou's departures caused CIBR and KnowledgeLink's revenues to decrease.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

1. CIBR

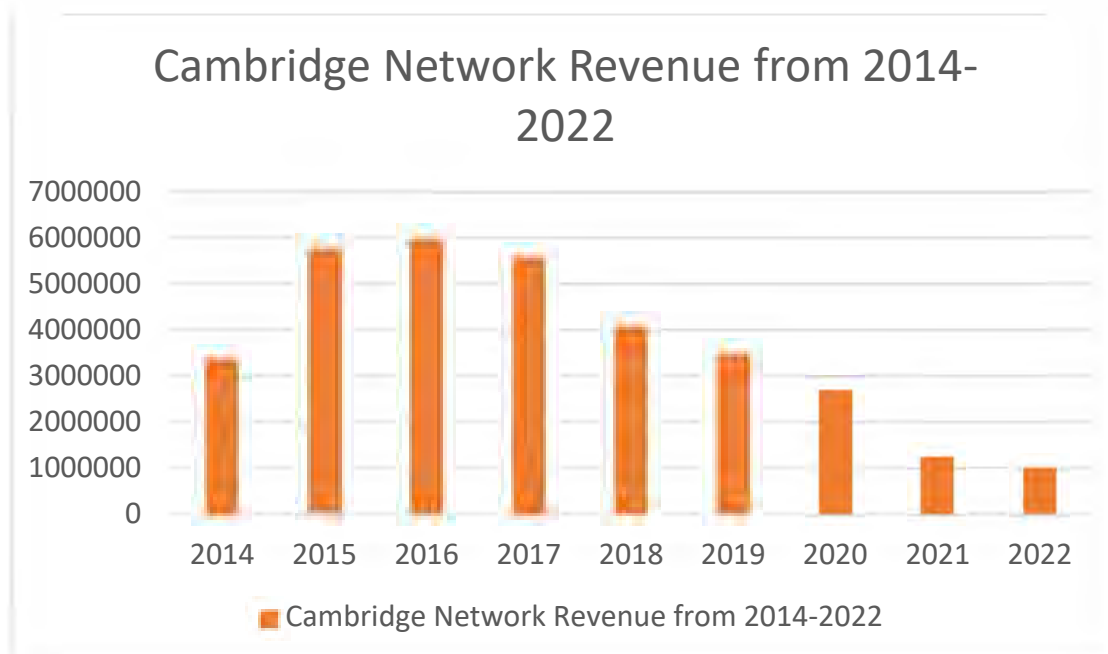
152. While Zhou was still COO of CIBR and the Cambridge Network, revenue was growing each year. After she was frozen out, revenue started declining.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

153. In 2013, CIBR's revenue reached \$10 million. KL00548806.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

154. Between 2014 and 2022, the revenue of the Cambridge Network² was as follows:



KL00425478; KL00425483; KL00534761; KL00548744; KL00551281; KL00847041; KL00847083; KL00860419; KL00860484; KL00851322; KL00851342; KL00857066; KL00857071; KL00857081; KL00860624; KL00894591; KL00838258; KL00856745; KL00856758; KL00856770; KL00856783; KL00856796; KL00856804; KL00564358; KL00915661; KL00823022; KL00827000; KL00827048; KL00827030; KL00826877; KL00827074; KL00827275; KL00827143; KL00827323; KL00906103; KL00905820; KL00905745; KL00905657; KL00905580; KL00905355; KL00905430; KL00905499; KL00927924; KL00928034; KL00928738; KL00928996; KL00927822; KL00928442; KL01140089.

² 2022 only reflects CIBR's revenue, but Zhou understands that the remaining Cambridge Network entities did not have any significant revenue in 2022.

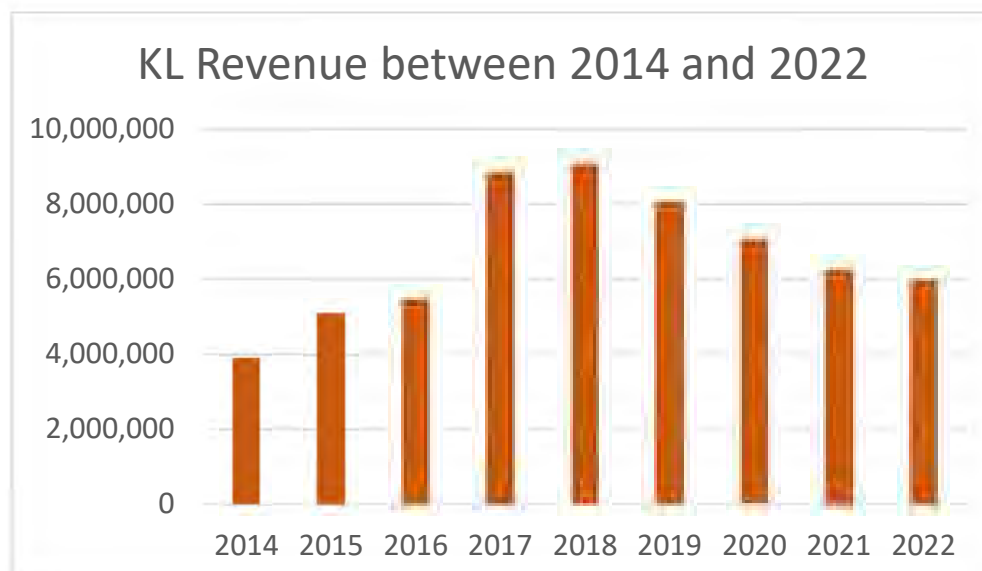
KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

2. *KnowledgeLink*

155. Under Zhou's leadership, KnowledgeLink's revenue climbed significantly between 2013 and 2018. In 2019, after Zhou was frozen out, KnowledgeLink's revenue declined by 13% and revenue declined further each year thereafter through 2022.

KL Parties' Response: Disputed.

156. Overall, between 2014 and 2022, KnowledgeLink's revenue was as follows:



KL00425488; KL01139704; KL00528911; KL00515560; KL0055997; KL00823072; KL00914288; KL00928834; KL01139906.

KL Parties' Response: Disputed.

XIII. Lin and Gao Defame Zhou

157. On July 24, 2018, KnowledgeLink sent a letter (the “July 2018 Letter”) to its partner schools stating:

- a. Zhou was “suspected of privately transferring the assets of the company”; and
- b. That “[i]n the audits of the US headquarters and China, we found that the ownership of [CN], which was registered solely by [KL], were transferred without the approval of the board of directors.” KL00000812; KL00302871.

KL Parties’ Response: Disputed, except:

- Undisputed that the July 2018 Letter was sent to partner schools.

158. In late July of 2018, Lin sent a series of emails to Shane Foster, president of the Barstow School (another one of KnowledgeLink’s major partner schools) stating, inter alia that:

- a. “Evidences showed that May and Frank Zhou have built competitive businesses and is [sic] utilizing KL resources to compete with KL.”
- b. Zhou and Frank were “downloading all KL IP.”
- c. “May took our Chongqing Entity away using her position [] because our international school is under that entity.”
- d. “Involvement with them can only bring you trouble and destroy your reputation.”

KL00006868.

KL Parties’ Response: Disputed, except:

- Undisputed that Shane Foster was “president of the Barstow School (another one of KnowledgeLink’s major partner schools).”

159. In August 2018, Lin directed KnowledgeLink employees to send copies of the July 2018 Letter to approximately seventeen additional partner schools. KL00302861; KL00302864; KL00302866.

KL Parties' Response: Undisputed.

160. In September 2018, Lin caused KnowledgeLink to send a letter to the Chongqing Education Committee stating that Zhou and Frank “conspired to occupy the entire equity of Chongqing Nuolin held by the KL US Group, and more than RMB 13millions Yuan of teaching funds from the KL US Group’s cooperation in China by methods such as forging documents and engraving the official seal privately.” KL00011486.

KL Parties' Response: Undisputed.

161. On October 1, 2018, Lin caused KnowledgeLink to send a copy of the July 2018 Letter to Shorelight and International University Alliance, an educational consulting venture with whom KnowledgeLink contracts. KL00302813.

KL Parties' Response: Undisputed.

162. In November 2018, Lin and Gao caused KnowledgeLink to send an “Important Update” to its partner schools regarding this litigation which falsely accused Zhou of refusing to provide information regarding and communications with Chongqing Beitumoengqi. KL00015985.

KL Parties' Response: Disputed except:

- Undisputed that the documents was sent to partner schools.

163. Lin and Gao knew these statements to be false, as they had no evidence that Zhou was involved in any such scheme KL00015905; KL00191701.

KL Parties' Response: Disputed.

164. Lin, as designee for KnowledgeLink, has admitted under oath that there was no reason to believe Zhou ever saw the forged paperwork, let alone participated in an alleged forgery of it. *See* Case No. 1884CV02607 Dkt. No. 79, Ex. 56, 148:16-149:2; *see also* Testimony of Christine Lin.

KL Parties' Response: Disputed.

165. In their communications with the Chinese authorities, Lin and Gao, through KnowledgeLink, identified Frank Zhou as the party who purportedly forged the documents, not Zhou. KL00015905

KL Parties' Response: Disputed.

166. These false statements to third parties have damaged Zhou's reputation as a highly respected figure in the business of international education in both China and the United States. Zhou had painstakingly built this reputation over several years, including by establishing business connections and relationships in the international education field in China. Testimony of May Zhou.

KL Parties' Response: Disputed.

167. At the time that Lin and Gao sent these communications, Zhou had four potential business or investment opportunities in the education space:

- a. A proposal to partner with Rongqing Tech/Science Education Ltd. for an annual investment of \$600,000 per year;
- b. A proposal to partner with Shanghai Changjian Medical Investment to invest in healthcare, hospitals, and education for a minimum annual investment of \$500,000 to \$1 million;

c. A proposal to partner with Duo Zhao for investments in STEM international programs for an initial investment of \$3 million; and

d. A proposal by Polarian Partners LLC to purchase Zhou's equity in KnowledgeLink.

KL00572017; KL00309816; KL00310090; KL00310100; Testimony of May Zhou.

KL Parties' Response: Disputed.

168. Each of these proposals fell through after the potential partners received Lin and Gao's false communications. Testimony of May Zhou.

KL Parties' Response: Disputed.

169. In August 2020, Lin and Gao caused KnowledgeLink to send another letter to its partner schools stating, inter alia, that:

- a. Zhou "allegedly provided false testimony [to the Chinese government] in an attempt to help [Frank] evade legal punishment.
- b. "May Zhou and [Frank] have maliciously slandered [KnowledgeLink's] employees and partners in an attempt to divert attention from their own wrongdoings."
- c. "[Frank], along with May Zhou, maliciously slandered KnowledgeLink's employees and partners, attempting to confuse the public and disrupt the ongoing criminal investigation, as well as interfere with KnowledgeLink's normal operations."

KL00498994.

KL Parties' Response: Disputed except:

- Undisputed that the letter was sent to partner schools.

170. Lin and Gao knew these statements were false when making them. KL00015905.

KL Parties' Response: Disputed.

171. In September 2022, Lin engaged a public relations specialist to publish articles accusing Zhou of stealing an independent non-profit school that KnowledgeLink organized (but did not own) in China. KL01034127; KL0103106.

KL Parties' Response: Disputed.

172. After he wrote the article, he offered Lin “[i]f you want to do more things to spread the scandal online, I have lots of ways to achieve that.” KL01034127; KL0103106.

KL Parties' Response: Disputed.

173. Lin and Gao’s defamatory campaign not only harmed Zhou’s reputation, but also KnowledgeLink’s and CIBR’s strong reputations that Zhou built in her tenure. By way of one example, Lin ruined KnowledgeLink’s relationship with the principal of one of its biggest partner schools (which generated millions of RMB in revenue on a yearly basis) by defaming Zhou to him, harassing and threatening him, and even defaming him by accusing him of being involved in the same fabricated schemes. KnowledgeLink lost its contract with this school as a result of Lin’s conduct. KL01073503.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning mismanagement of CIBR. See 1884CV02607 Dkt. No 23. Zhou made no allegations concerning mismanagement in the Derivative Complaint. See 2384CV01294 Dkt. No. 1.

174. Lin and Gao’s defamatory campaign has also caused numerous key KnowledgeLink employees to leave KnowledgeLink in a domino effect. Testimony of Paula Cargill; Case No. 1884CV02736 Dkt. No. 1, ¶ 20; KL00007836; KL00477544. The lack of

credible, seasoned leadership caused KnowledgeLink's revenue to plummet on a yearly basis. *See* Section XII.B, *supra*.

KL Parties' Response: Disputed.

175. Without Lin and Gao's defamatory acts and other misconduct, KL would have had a healthily growing revenue. established, without Lin and Gao's defamation and various illegitimate actions outlined as facts, KnowledgeLink should have a healthy grow resulting revenues, at least, in the amount of \$9,262,000.00, \$10,819,000.00, \$11,468,140.00, \$12,156,228.40, \$12,885,602.10, and \$13,658,738.23 from 2018 until 2022, respectively. Instead, during those years, it had only had revenues of \$9,260,410.00, \$8,071,667.00, \$7,191,214.00, \$6,367,036.00, \$5,982,667.00, and \$5,080,313.00. *See* KL Tax Returns. The loss in revenue is approximately \$28,296,401.

KL Parties' Response: Disputed and irrelevant. Zhou made no allegations concerning mismanagement in the Derivative Complaint. *See* 2384CV01294 Dkt. No. 1.

XIV. Lin and Gao Replace Dividends with Self-Dealing Compensation

176. Executive compensation is determined by the CIBR Board and the KL Board both of which, since 2018, have consisted solely of Lin and Gao. Testimony of Christine Lin.

KL Parties' Response: Disputed.

177. After they froze Zhou out, Lin and Gao caused CIBR to stop issuing distributions to shareholders while disguised distributions have only been paid to Lin and Gao in the form of self-set excessively inflated salaries and bonuses. Lin and Gao increased their own compensation despite the fact that, before Zhou was frozen out, Lin repeatedly denied Zhou's requests to increase her salary in recognition of her excellent contributions to the companies. MZ00083036; MZ00311643; MZ00083120; MZ00030367.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in *limine* in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

178. In July 2018, Lin received an email from Dan Xiao discussing the growing rift between Lin and Zhou. The email outlined three “available options” one of which included Lin and Gao receiving high salaries and taking other actions that would “prevent the company from issuing dividends, resulting that Zhou’s ties to these companies will be basically severed.” KL00006982.

KL Parties' Response: Disputed.

179. The email also stated that this option was “the worst-case scenario” that Zhou “could face” and that it would “require[] a level of harshness” in Lin’s dealings with Zhou. KL00006982.

KL Parties' Response: Disputed.

180. Another option Dan Xiao contemplated was for Lin to buy Zhou out. He noted, however, that “buying out a minority shareholder’s stake would result in a huge advantage for them.” KL00006982.

KL Parties' Response: Disputed.

181. Lin chose the harsh option.

KL Parties' Response: Disputed.

A. Pre-Freeze-Out

182. Prior to 2018, CIBR regularly issued distributions to its shareholders. Testimony of May Zhou. Between 2009 and 2018, Zhou received approximately \$3.177 in dividends from the Cambridge Network entities. Case No. 1884CV02607 Dkt. No. 163, ¶ 12; KL00495180.

KL Parties' Response: Disputed.

183. For example, in 2016, the total revenue of the Cambridge Network was around \$58 million, and CIBR issued distributions totaling \$2,250,000 to Lin, Gao and Zhou. KL00875859.

KL Parties' Response: Disputed.

184. In 2016, Lin increased her CIBR salary from \$205,00 to \$467,000 without receiving Zhou's vote as the only a disinterested director or shareholder. KL00466033.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou

represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

185. In 2017, CIBR issued distributions totaling \$2,630,000 to Lin, Gao and Zhou. KL00824630.

KL Parties' Response: Disputed.

186. In August 2017, KnowledgeLink adopted a resolution indicating that its target distributions would be allocated such that 55% of revenue went towards shareholder distributions. KL00773680.

KL Parties' Response: Disputed.

187. In 2017, Lin increased her own annual salary to approximately \$460,000 (nearly double the prior year's) without informing Zhou or receiving the approval of disinterested directors or shareholders. KL00824630; Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

B. 2018

188. After Zhou was frozen out, Lin and Gao began to further increase their compensation beyond what was reasonable so as to divert funds that otherwise would have been used as proportional dividend payments to shareholders. KL00006982; KL00587432-KL00587441.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

189. In 2018, no dividends were paid to shareholders. KL00825084.

KL Parties' Response: Undisputed.

190. Instead, Lin and Gao caused CIBR to increase Lin's salary to \$562,928 and to pay Gao \$2,555,769, \$55,769 of which was salary and the remaining \$2.5 million of which was a bonus. KL00825084.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming

excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

191. Zhou was paid nothing after being frozen out in 2018. KL00825084.

KL Parties’ Response: Disputed.

192. The Cambridge Network’s primary external accountant, Carl Blanchard, had suggested to Lin that she pay a bonus to Gao “since it will reduce the overall profit distribution to current shareholders.” KL00273367.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

193. In December 2018, Kai Chuang, the Cambridge Network’s Controller, wrote in an email to Lin “there might have some issues if Zhou finds it out the big payment to Gao in 2018.” KL00309433.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

194. Zhou discovered this bonus in February of 2020 through discovery in this litigation.
Testimony of May Zhou.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou

represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

195. In March 2020, Zhou demanded that Gao return the bonus and distribute the funds as profits to all shareholders. Testimony of May Zhou; March 2020 Demand Letter; KL01125986; KL00636407.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

196. On June 16, 2020, Gao, through his attorneys, represented that he would return the bonus. During earlier depositions, Lin and Gao also testified under oath that Gao returned the bonus. That representation was repeated to Zhou and her counsel on numerous occasions. Neither Gao nor Lin, however, made any promise to redistribute those funds as dividends. KL00830421; February 23, 2021 Deposition of Steven Gao, 82:3-14; March 9, 2018 Deposition of Christine Lin 785:5-18; March 23, 2021 KL 30(b)(6) Deposition, 236:17-21.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87. Except:

- Undisputed that neither Lin nor Gao promised to redistribute funds as dividends.

197. In reliance on this representation, Zhou believed that the bonus was returned. Because she was already frozen out, Zhou lacked access to company information and documents (despite ongoing discovery in this litigation) that could have disproved their representation. Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou

represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

198. On June 13, 2022, Lin and Gao produced a bank statement for August 2020 demonstrating that approximately \$1.7 million was transferred from Gao to CIBR, purportedly consisting of repayment of the bonus minus taxes. KL00927380.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed.

1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

199. In February 2023, Lin and Gao represented that the \$1.7 million transfer was the repayment of Gao’s bonus. Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she

reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

200. Accordingly, at around the same time, Zhou analysed the alleged repayment against CIBR’s 2020 tax return. The claimed bonus repayment of \$1,755,545 was recorded in CIBR’s 2020 tax returns as “Additional Paid-In Capital” and was distributed to Lin and Gao evenly as their own paid-in capital. KL00906103.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

201. As a submission of new capital, the \$1,755,545 payment was not actually a repayment, but rather a disguised effort to increase Lin and Gao’s basis in CIBR. In essence, they purported to fix the wrongful action by undertaking a second wrongful action that still benefited their ownership positions, despite their sworn testimony that it was returned.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

202. Gao did not pay interest for his use of such funds. Testimony of Steven Gao.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

203. In addition, after freezing Zhou out, Lin moved Zhou's Long Term Incentive Plan to herself. MZ00036425-27; KL00595664-67.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

204. There was no approval by any disinterested directors or shareholders for these changes to Lin and Gao's compensation.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

C. 2019

205. On May 31, 2019, the CIBR Board (consisting of Lin and Gao) voted to approve the creation of a new position of Chief Information Officer. The CIBR Board further appointed Gao to this role and set a per annum base salary at \$400,000. KL00471748.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed.

1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

206. On May 31, 2019, the KL Board (consisting of Lin and Gao) granted Lin a \$200,000 raise, citing “her workload in an effort to resolve the illegitimate and fraudulent transfer by former director and CEO Zhou of the Company’s asset in China[.]” KL00471747.

KL Parties' Response: Disputed.

207. In October 2019, Lin and Gao caused CIIE to issue them bonuses in the amounts of \$498,733.36 and \$180,759.37, respectively. KL00307544.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent CIIE.

208. CIBR’s 2019 tax returns state that Lin was paid a total of \$1,102,698 and Gao was paid a total of \$465,385. KL00823022.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

209. CIBR also paid each of Lin and Gao long-term incentives of \$72,000 annually.

KL00823040.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

210. CIBR's payroll records state that Gao's salary in 2019 was \$400,000, and Lin's was \$667,964. Internal emails state that Gao received a 2019 year-end bonus of \$180,769 and Lin received one of \$498,733. KL00307544; KL00623977.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

211. There was no approval by any disinterested directors or shareholders for these changes to Lin and Gao's compensation.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou

represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

D. 2020

212. In 2020, during COVID-19, Lin oversaw major layoffs. Testimony of Christine Lin; KL00595960; KL01010848.

KL Parties' Response: Undisputed.

213. CIBR's 2020 tax returns state that Lin was paid \$908,948 by CIBR and Gao was paid \$545,643. KL00906114.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

214. In 2020, Lin's salary was \$667,342 and Gao's was \$400,000. KL00595960.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in

limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

215. Lin and Gao also issued additional phantom and restricted stock to themselves in 2020. KL00906114.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

216. In 2020, CIBR distributed \$2.5 million to Gao (and, by extension, Lin) with no corresponding distribution to Zhou. KL00906103.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming

excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

217. There was no approval by any disinterested directors or shareholders for these changes to Lin and Gao’s compensation.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

E. 2021 Through Present

218. In 2021, after it was clear that they would likely face liability for their self-inflated salaries, Lin and Gao began deferring much of their salary. KL00927960; KL01132058; KL00927960; KL00989029.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed

summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

219. In November 2020, the CIBR Board (i.e., Lin and Gao) cited financial constraints and the COVID-19 pandemic as grounds for deferring Lin and Gao’s salaries. KL00901422.

KL Parties’ Response: Irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: “The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven’s compensation. . . . May is not claiming excessive compensation” 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: “May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary.” 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

220. The CIBR Board (i.e., Lin and Gao) also simultaneously cited the same financial concerns to support its decision to continue withholding dividend distributions.

KL00901422.

KL Parties' Response: Irrelevant because all claims on behalf of CIBR have been dismissed.

1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

221. At the same meeting, the CIBR Board nonetheless decided to invest more money in the competing companies that Lin established after freezing Zhou out. KL00901422.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

222. Lin's increase from her 2016 salary (consisting of \$205,000) and Gao's increase from his 2018 salary (\$50,000) and purported \$2.5 million bonus were inappropriate. Lin and Gao's decisions to increase their compensation at the expense of Zhou had the

effect of granting themselves disproportionate distributions in the amount of \$8,544,770.46.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. In the 2018 Actions, Zhou successfully opposed summary judgment arguing: "The KL Parties . . . construct a straw man argument . . . claiming May is challenging as excessive Christine and Steven's compensation. . . . May is not claiming excessive compensation" 1884CV02607 Dkt. No. 79 at 15 & n.9. In opposing motions in limine in the 2018 Actions, Zhou represented: "May is not claiming in this case (though she reserves the right to do so in a derivative case) that Christine and Ste[v]en received excessive salaries . . . May is not claiming excessive salary." 1884CV02607 Dkt. No. 123 at 2, 5. Zhou represented in the Derivative Complaint that any claims based on compensation were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 25-33, 47-58, 179, 186-87.

XV. Lin and Gao Form Independently Owned Competing Companies After Freezing Zhou Out

223. After they froze Zhou out, Lin and Gao formed several new, competing companies in the international education industry that they wholly own and/or control. Zhou has no ownership in these entities. These companies include:

- a. Shanghai Nuolin Business Consulting Co., Ltd. ("Shanghai Nuolin")
- b. SMSM;
- c. CreativeK12;
- d. UnitedK12;
- e. SMOA;
- f. Chengdu Meixiang

See Lin and Gao’s Entity Disclosures Required by Scheduling Order (“Lin and Gao Entity Disclosure”).

KL Parties’ Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

224. On September 14, 2018, Lin expressed that she did “not want to form any other entities associated with Zhou.” KL00572636.

KL Parties’ Response: Undisputed.

225. On October 29, 2019, the CIBR Board of Directors (Lin and Gao) passed a motion for CIBR to “invest” in the following companies: (i) a virtual learning IT platform; (ii) a virtual class platform; (iii) a tuition collecting services; and (iv) a service company that would provide shared services for various departments. KL00901415.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

226. On November 2, 2020, the CIBR Board (i.e., Lin and Gao) passed a motion recognizing CreativeK12, UnitedK12, and SMOA as “new opportunities to invest in” and resolving to “invest more capital” in these companies, each of which are wholly owned by Lin. At the same meeting, the CIBR Board (i.e., Lin and Gao) further resolved not to issue any dividends for 2019, citing the negative effects of the pandemic on business. KL00901422.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

227. On October 4, 2021, Lin and Gao signed a unanimous written consent on behalf of the CIBR Board stating that it had evaluated various business opportunities in the education industry and instructing Lin to establish new companies for the specific purpose of keeping information from Zhou in light of the ongoing litigation. KL00917983.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

228. In April 2022, Lin and Gao were instructing their employees to come up with “uncommon names” for companies so as to continue to keep Zhou in the dark as to their misconduct. KL01107106.

KL Parties' Response: Disputed.

229. Lin and Gao have intentionally diverted business opportunities from CIBR and KnowledgeLink to these entities.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

230. These are all lines of business that are related to the Cambridge Network's and KnowledgeLink's lines of business. The Cambridge Network or KnowledgeLink were capable of operating these lines of business and did operate many of them prior to the formation of these companies.

KL Parties' Response: Disputed and irrelevant as to companies Zhou does not purport to represent and as to CIBR because all claims on behalf of CIBR have been dismissed.

1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

231. For each of these entities, Lin treated them as "sister compan[ies]" of the Cambridge Network and KnowledgeLink. KL00731423.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

232. The only difference between these sister entities and the Cambridge Network and Knowledge entities is that Zhou had no ownership.

KL Parties' Response: Disputed and irrelevant as to companies Zhou does not purport to represent and as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

233. These entities collect and/or hold funds on behalf of another while often subsequently transferring the funds to Lin and Gao's other wholly owned businesses under the guise of "service agreements" and charging a fee to do so. This ultimately leads to funds being transferred to Lin and Gao's separately owned companies under the guise of service fees. KL00731423; KL00730139; KL00730790-796; KL00564736-740; KL00900997; KL01015031.

KL Parties' Response: Disputed.

234. Many of these companies' bank statements show collection of CIBR's and/or KnowledgeLink's funds but do not show any expenses other than Lin paying herself and her other companies for non-existent "IT" services. KL00929669, KL00929675, KL00929678, KL00929684, KL00929692, KL00929698, KL00929712.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

A. Shanghai Nuolin

235. In July 2018, Lin and Gao caused Shanghai Nuolin to be created in China using money from KnowledgeLink and/or the Cambridge Network. See Lin and Gao Entity Disclosure; KL00346246; KL00311132; KL00294706; KL00294716; Testimony of Christine Lin.

KL Parties' Response: Disputed.

236. Initially, Shanghai Nuolin was owned by a straw owner, Jiangge Zhao, but controlled by Lin and Gao. KL00273880.

KL Parties' Response: Disputed.

237. Neither Jiangge Zhao nor Shanghai Nuolin had any contracts with KnowledgeLink. KL00273880.

KL Parties' Response: Disputed.

238. Gao currently owns Shanghai Nuolin. *See* Lin and Gao Entity Disclosure.

KL Parties' Response: Undisputed.

239. Shanghai Nuolin was created using Lin and Gao's funds, which the Cambridge Network and/or KnowledgeLink then reimbursed. Testimony of Christine Lin.

KL Parties' Response: Disputed.

240. Lin has testified that KnowledgeLink is the sole owner of Shanghai Nuolin. September 10, 2020 Deposition Transcript of Christine Lin, 201:10-22.

KL Parties' Response: Disputed.

241. Lin and Gao use Shanghai Nuolin to collect money that partner schools owed KnowledgeLink in China. Case No. 1884CV02607 Dkt. No. 32.

KL Parties' Response: Disputed.

242. In January 2023, Lin caused KnowledgeLink to sign a contract with Shanghai Nuolin that enabled Shanghai Nuolin to continue to profit from the funds it collected from partner schools on KnowledgeLink's behalf. KL01084173-75.

KL Parties' Response: Disputed.

243. Internal documents reflect that Shanghai Nuolin collected most of KnowledgeLink's revenue in China, and then charged KnowledgeLink 35% as a "charge back rate" which accounted for expenses "plus [Shanghai Nuolin] markup." KL00467547-49.

KL Parties' Response: Disputed.

244. There was no approval of any disinterested board members or shareholders of KnowledgeLink for Shanghai Nuolin to collect KnowledgeLink's funds, or for KnowledgeLink to pay any "charge back" rates or "markup".

KL Parties' Response: Disputed.

245. Shanghai Nuolin has not sent any of those funds to KnowledgeLink, and no accounting of those funds has been made.

KL Parties' Response: Disputed.

246. Instead, these funds were then transferred to Lin and Gao's other companies and their friends and family members.

KL Parties' Response: Disputed.

247. Shanghai Nuolin also wired RMB 7.5 million to Gao's personal "underground account" in or around 2020. KL00516226.

KL Parties' Response: Disputed.

248. This transfer was characterized as a "loan" in internal communications. KL00674809.

KL Parties' Response: Disputed.

249. Cambridge Network and KnowledgeLink employees were unaware of any loan agreements or memorializing paperwork for this "loan." KL00674809.

KL Parties' Response: Disputed.

250. No repayment of principal or interest was made to KnowledgeLink for such "loans" from funds properly owed to KnowledgeLink. See, e.g., KL00342629; KL00342987.

KL Parties' Response: Disputed.

251. In 2020, Lin caused Shanghai Nuolin and KnowledgeLink to run separately such that Shanghai Nuolin would no longer report its transactions and activities to the US entities. KL00675270; KL00346597.

KL Parties' Response: Disputed.

252. Lin and Gao had established a formal KnowledgeLink subsidiary, Chongqing Gaolin Education Consulting Co. Ltd., in Chongqing, China in 2019 which was capable of collecting funds on KnowledgeLink's behalf in China. Despite the existence of a new wholly owned subsidiary of KnowledgeLink capable of performing this task, Lin and Gao continued to cause separately owned companies such as Shanghai Nuolin to collect funds on behalf of KnowledgeLink in order to hide their diversion of corporate assets.

See Lin and Gao Entity Disclosure.

KL Parties' Response: Disputed.

1. *Shanghai Nuolin's Revenue Replaces KL and the Cambridge Network's Revenues*

253. Between 2009 (the founding of the Cambridge Network) and 2016, the Cambridge Network's revenue increased almost every year from zero to over \$60 million. Testimony of May Zhou; *see, e.g.*, KL00551732.

KL Parties' Response: Disputed.

254. After Zhou was frozen out, the Cambridge Network's revenue began decreasing each year such that, by 2021, its revenue was approximately \$12.5 million. KL00927924; KL00928034.

KL Parties' Response: Disputed.

255. Likewise, KnowledgeLink’s revenue increased each year since its establishment in 2013 such that by 2018, it had revenue of over \$9 million. Testimony of May Zhou; KL00504180; KL00559973.

KL Parties’ Response: Undisputed.

256. After Zhou was frozen out, KnowledgeLink’s revenue was flat at first and then started dropping significantly. KL00828502; KL00823072; KL00905900; KL00928834; KL01139906.

KL Parties’ Response: Disputed.

257. Meanwhile, Shanghai Nuolin’s profit has doubled each year since its founding in 2018. KL01032850; KL01032838; KL00957762; KL00927616; KL01106889.

KL Parties’ Response: Disputed.

258. Shanghai Nuolin’s sole sources of income are the collections of KnowledgeLink’s tuition and transfers from the Cambridge Network and KnowledgeLink. Testimony of Steven Gao; Testimony of Christine Lin.

KL Parties’ Response: Disputed.

259. Shanghai Nuolin’s tax records reflect that between 2018 through July 2023, it had an after-tax net profit of \$5,660,148. KL00310363; KL00310364; KL00310365; KL00310366; KL00310367; KL00310368; KL00310369; KL00310370; KL00310371; KL00310372; KL00310406; KL00310407; KL00310409; KL00310410; KL00310411; KL00310412; KL00310413; KL00310415; KL00310420; KL00310421; KL00310680; KL00335474; KL00343968; KL00512718; KL00516209; KL00516358; KL00563993; KL00571164; KL00576796; KL00582313; KL00691247; KL00779915; KL00780367;

KL00780639; KL00780971; KL00780971; KL00781140; KL00781463;
KL00782123; KL00782494; KL00782844; KL00783112;
KL00790531; KL01026581; KL01026585; KL01026586; KL01026587;
KL01026588; KL01026589; KL01026590; KL01026591; KL01096662;
KL01097283; KL01097622; KL01098012; KL01098596; KL01098993;
KL01099322; KL01099323; KL01099543; KL01099824; KL01102483;
KL01102854; KL01103210; KL01103616; KL01104641; KL01105327;
KL01106422; KL01107439; KL01124928; KL01124932.

KL Parties' Response: Disputed.

260. Gao, as the owner of Shanghai Nuolin, misappropriated the profits that were due to KnowledgeLink.

KL Parties' Response: Disputed.

B. St. Mary's School Management Inc.

261. In February 2019, at Lin's direction, Ivy Zhong (a CIBR employee) set up SMSM. KL00525053.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

262. Lin is the 100% owner of SMSM. See Lin and Gao Entity Disclosure.

KL Parties' Response: Undisputed.

263. KnowledgeLink is the sole source of income for St. Mary's School Management. KL00525053; Testimony of Christine Lin.

KL Parties' Response: Disputed.

264. Around the same time that Lin formed SMSM, she caused the dissolution of St. Mary Education Group (“SMEG”), a member of the Cambridge Network of which Zhou owned 30%. Testimony of May Zhou; KL00823163.

KL Parties’ Response: Disputed.

265. SMEG’s purpose when it was established was also to facilitate the collection of tuition on KnowledgeLink’s behalf. KL00733238.

KL Parties’ Response: Disputed.

266. In October 2019, Lin signed a “Services Agreement” between KnowledgeLink and SMSM pursuant to which SMSM, rather than KL, would receive funds owed to KnowledgeLink and charge KnowledgeLink a 3% fee to do. KL00525053.

KL Parties’ Response: Disputed.

267. Lin signed this agreement on behalf of both parties thereto. Despite this agreement, Lin has caused most of KnowledgeLink’s funds to be retained in SMSM’s bank accounts.

KL Parties’ Response: Disputed.

268. There was no approval of any disinterested board members or shareholders for KnowledgeLink to enter this agreement.

KL Parties’ Response: Disputed.

269. Lin claims that the reason for SMSM collecting this tuition is so that customers would pay tuition to a company bearing the “St. Mary” name. Testimony of Christine Lin.

KL Parties’ Response: Undisputed.

270. Between June 2019 and November 2022, SMSM has retained approximately \$716,398 in funds belonging to the Cambridge Network or KnowledgeLink.

KL Parties' Response: Disputed and irrelevant as to the Cambridge Network and CIBR because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

C. CreativeK12

271. In 2012, CIBR began offering an online tutoring program known as the Cambridge Academic Center (“CAC”). KL also has had an online tutoring program. MZ00311638.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

272. In February 2019, Lin caused CreativeK12 to be founded as a Delaware corporation. Lin is the 100% owner of CreativeK12. *See* Lin and Gao Entity Disclosure.

KL Parties' Response: Undisputed.

273. CreativeK12 now offers the same online tutoring service that CIBR used to offer through CAC. KL00705257-298.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

274. Internally, CreativeK12 and CAC are referred to interchangeably. KL00744441.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any

claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

275. CreativeK12 receives tutoring fees, confirms these fees to CIBR's CAC department, and then transfers the fees to CIBR after deducting a "maintenance fee." KL00731269 KL00995874 KL00733228.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

276. CreativeK12 outsources all of its operations to the Cambridge Network, and it is fully operated by Cambridge Network employees. It has no employees of its own and nor does it provide any services directly. KL00733227.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network" and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

277. By no later than September 2021, all CAC clients were paying their program fees to CreativeK12. KL00995874.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

278. Per Lin’s direction, CAC tutors were paid exclusively through the Cambridge Network, not CreativeK12, even when they signed employment agreements with CreativeK12. KL0075236.

KL Parties’ Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

279. Between 2019 and 2022, CreativeK12 has retained approximately \$389,297 in funds belonging to the Cambridge Network or KnowledgeLink.

KL Parties’ Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

D. UnitedK12

280. UnitedK12 is a Delaware corporation founded in February 2019. *See* Lin and Gao Entity Disclosure.

KL Parties’ Response: Undisputed.

281. Lin is the 100% owner of UnitedK12. *See* Lin and Gao Entity Disclosure.

KL Parties’ Response: Undisputed.

282. UnitedK12 purports to provide an online admission application platform for high school students, a business highly related to that of the Cambridge Network. KL00280676; Testimony of May Zhou.

KL Parties’ Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258.

Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

283. UnitedK12 collects and retains commission payments from its platform sales that it offers through the Cambridge Network’s resources. KL00780794-795.

KL Parties’ Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

284. On July 1, 2021, Lin and Gao caused the CIIE-CA (a Cambridge Network company of which Zhou owns 30%) to loan a total of \$1,000,000 to UnitedK12 at an interest rate of 5%. There is no evidence that UnitedK12 has repaid either the principal or interest. This was a diversion of corporate assets resulting in damages to Zhou. KL00927619; KL00927706; KL0074531; KL0075424.

KL Parties’ Response: Disputed and irrelevant because Zhou does not represent CIIE-CA. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

285. In 2021, UnitedK12 has retained approximately \$70,000 in funds belonging to the Cambridge Network or KnowledgeLink.

KL Parties’ Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

E. St. Mary's Online Academy

286. SMOA is a Delaware corporation founded in June 2020. *See* Lin and Gao Entity Disclosure.

KL Parties' Response: Undisputed.

287. Lin is the 100% owner of SMOA. *See* Lin and Gao Entity Disclosure.

KL Parties' Response: Undisputed.

288. SMOA's main purpose is to collect funds owed to Cambridge Network entities. KL00733228.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network" and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

289. SMOA outsources all of its sales and marketing to the Cambridge Network and the rest of its operations to KnowledgeLink. It has no employees of its own and nor does it provide any services directly. KL00733227.

KL Parties' Response: Disputed and irrelevant as to the Cambridge Network and CIBR because Zhou does not represent "the Cambridge Network" and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

290. Meanwhile, Lin has claimed that SMOA performs marketing services for the Cambridge Network. Testimony of Christine Lin.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network" and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258.

Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

291. SMOA is represented as an “online arm of St. Mary’s School.” KL00351457.

KL Parties’ Response: Disputed.

292. SMOA and KnowledgeLink have entered into a contract together pursuant to which a “cooperative arrangement” was formed wherein KnowledgeLink had the responsibility for and control over the educational aspects of the program, employed and compensated all teachers and staff, but which had the net effect of allowing SMOA to keep a portion of tuition collections. KL01027403.

KL Parties’ Response: Disputed.

293. Between July 1, 2020, and October 31, 2020, SMOA collected \$2,021,680 in student tuition. Of that amount, SMOA remitted \$1,186,164 (60%) to KnowledgeLink and \$593,082 (30%) to CIBR. KL01125978. It retained \$197,694 (10%). KL00729390.

KL Parties’ Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

294. Between March and June of 2021, SMOA collected \$306,711 on behalf of KnowledgeLink and \$153,355 on behalf of CIBR. Lin instructed that those fees not be remitted to KnowledgeLink or CIBR. There is no evidence these funds were ever remitted back to KnowledgeLink or CIBR. KL00730974.

KL Parties’ Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative

Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 87-102, 171-72, 179, 186-87.

295. Between 2020 and 2022, SMOA has retained approximately \$1,340,185 in funds belonging to the Cambridge Network or KnowledgeLink.

KL Parties' Response: Disputed and irrelevant as to the Cambridge Network and CIBR because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258.

F. Chengdu Meixiang Technology Co., Ltd.

296. Lin and/or Gao used to own and operate a company called Chengdu Lihui. MZHOU-0003161; KL00331414.

KL Parties' Response: Undisputed.

297. Lin and Gao caused Shanghai Nuolin to pay Chengdu Lihui purported IT service fees between March 2019 and August 2020 for a total amount of RMG 4.9 million. These expenses were ultimately passed on to KnowledgeLink and CIBR as their business expenses.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 86, 98, 133-38, 172, 179, 187.

298. In 2020, Lin and Gao dissolved Chengdu Lihui and formed a company called Chengdu Meixiang to replace it and transferred all Chengdu Lihui employees to Chengdu Meixiang. MZHOU-0003218.

KL Parties' Response: Disputed.

299. Lin and Gao then transferred ownership of Chengdu Meixiang from Gao to Ben Wu, Chengdu Lihui's straw owner. MZHOU-0003218.

KL Parties' Response: Disputed.

300. Lin and Gao then caused Shanghai Nuolin to pay "IT service fees" to Chengdu Meixiang using funds rightfully belonging to KnowledgeLink.

KL Parties' Response: Disputed.

301. Lin and Gao caused Shanghai Nuolin to pay a total of RMB 12,440,000 to Chengdu Lihui and Chengdu Meixiang as purported IT service fees between September 2018 and August 2023. These expenses were ultimately passed on to KnowledgeLink as its business expenses.

KL Parties' Response: Disputed.

XVI. Lin and Gao Use CreativeStar to Misappropriate Funds from CIBR and KL

302. In 2013, around the same time as KnowledgeLink's founding, Lin and Gao formed CreativeStar. Testimony of Christine Lin.

KL Parties' Response: Undisputed.

303. Lin and Gao are the sole shareholders of CreativeStar. Testimony of Christine Lin.

KL Parties' Response: Undisputed.

304. Lin and Gao are employees of CreativeStar and receive salaries from it. Gao is a full-time employee of CreativeStar. Testimony of Christine Lin; Steven Gao.

KL Parties' Response: Disputed.

305. Zhou, who was working over-time to build KnowledgeLink and expand CIBR's business, was unaware that Lin and Gao had formed CreativeStar as their wholly owned business. Zhou did not learn about CreativeStar until 2014. Testimony of May Zhou.

KL Parties' Response: Disputed except:

- Undisputed that Zhou knew about CreativeStar by at least 2014.

306. Lin represented to Zhou that CreativeStar was a well-established mobile software company in which Lin and Gao invested in. Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 86, 98, 133-38, 172, 179, 187.

307. Lin moved some of CIBR's IT staff to CreativeStar and then caused CIBR to pay CreativeStar for "IT" services. KL00286979.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 86, 98, 133-38, 172, 179, 187.

308. Later, Lin caused these employees to be moved back into CIBR. Testimony of Christine Lin; KL00684995.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 86, 98, 133-38, 172, 179, 187.

309. Between 2016 and 2023, Lin and Gao diverted a total of \$3,534,39 in funds from KnowledgeLink and CIBR to CreativeStar. KL00671274-276; KL00671274-276; KL00671274-276; KL00398360-69; KL00429309; KL00429310; KL00425274-79;

KL00398360-69; KL00927198-204; KL01014158, KL00989039; KL01127426;
KL00989038; KL01027378-79.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 86, 98, 133-38, 172, 179, 187.

XVII. Lin and Gao Use Deyu to Misappropriate Funds from CIBR and KL

A. Lin and Gao Have Consistently Changed the Narrative Surrounding Deyu's True Purpose

310. Deyu is incorporated under the laws of Hong Kong. Testimony of Steven Gao;
Testimony of Christine Lin.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

311. When CIBR started generating more and more revenue, Lin introduced Deyu to Zhou as a reliable company that she and Gao used for efficient currency exchanges and money transfers between the U.S. and China. Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

312. Lin intentionally omitted, however, that Deyu was a shell company technically owned by Gao's brother, Jianzhong Gao, but operated under the control of Lin and Gao through the accountants from Creative Group (which Lin and Gao solely own) without any employees of its own. Zhou only discovered this information during discovery in this litigation. Testimony Christine Lin; Testimony of Steven Gao; Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

313. Nor did Lin (or Gao) disclose that Deyu does not have a license to provide currency services. Case No. 1884CV02607 Dkt. No. 32; KL April 2020 Interrogatory Responses.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

314. The Chinese government also highly regulates currency conversion, and paying Deyu a fee to convert funds to RMB is illegal under Chinese Law. Testimony of May Zhou; KL00091879.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

315. In reality, Lin and Gao primarily use Deyu to (i) generate illegitimate “business expenses” to evade tax liability and (ii) misappropriate funds from CIBR and KnowledgeLink. The bank records and other documents produced during this litigation did not demonstrate that any of the Unofficial Subsidiaries actually received funds from CIBR through Deyu. KL00344098; KL00351644.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

316. When this litigation began, Lin and Gao originally continued to take the position that Deyu is a currency exchange service owned by Gao's brother and that the Cambridge Network pays Deyu for these services. KL April 2020 Interrogatory Responses.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

317. Lin and Gao have also testified that Deyu never provided currency exchange services and that, instead, Jianzhong Gao, Gao's older brother, provided a personal loan to Gao and the money sent to Deyu served as collateral.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning Deyu. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

318. In or around January 2019, around the same time that Zhou began to understand Deyu's true function through discovery, Lin and Gao stopped causing CIBR and KnowledgeLink to transfer money to Deyu. However, they continue to use Deyu to help their other businesses evade taxes. Testimony of Christine Lin; Testimony of Steven Gao; KL00464146

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

Except:

- Undisputed that Zhou understood "Deyu's true function" in or around January 2019.
- Undisputed that CIBR and KL stopped using Deyu in or around January 2019.

319. Lin and Gao have diverted a total of approximately \$7,877,387 in funds from CIBR and KnowledgeLink.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

B. Lin and Gao Have Transferred Massive Amounts of Money from KL and CIBR to Deyu

320. Lin and Gao cause CIBR and KnowledgeLink to regularly transfer large amounts of money to Deyu for its purported currency exchange services.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

321. CIBR's accounting team in the United States was unable to reconcile the amounts transferred from CIBR to Deyu. KL00344098.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

322. Lin instructed her employees at CIBR to record some of the money transferred to Deyu as payment for Deyu's consulting services or management service fees. KL00777000; KL00728346.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any

claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

323. Between March 2015 and January 2019, \$9,877,387 was transferred from CIBR and \$495,000 was transferred from KnowledgeLink (totaling \$10,372,387) to Deyu. KL00310727.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

324. Lin and Gao did not disclose the relationship between themselves and Deyu to either of the full CIBR or KnowledgeLink boards of directors (i.e., Zhou), nor did they receive a vote of any disinterested shareholders of CIBR or KnowledgeLink to transact business with Deyu with full knowledge of Deyu's relationship to Lin and Gao. Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

325. Gao has also created back-dated loan agreements for these alleged payments with annual interest rates of 12% for 18 months, which were not allowed to be repaid earlier. By signing those backdated fraudulent promissory notes, Gao diverted the funds which belong to the company to his relatives for his own benefit. Testimony of Steven Gao; KL00813144.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-46, 84-85, 112-15, 121-22, 132, 139, 143-52.

XVIII. Lin and Gao Use KC Panorama to Misappropriate Funds from CIBR and KL

326. When KC Panorama was founded, it originally listed Lin and Gao's home address as its business address. Testimony of Christine Lin.

KL Parties' Response: Undisputed.

327. KC Panorama is at least partially run by Creative Group and CreativeStar employees, including their accounting staff. Testimony of Christine Lin; Testimony of Steven Gao.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

328. Lin and Gao have represented that KC Panorama provides currency exchange services. Case No. 1884CV02607 Dkt. No. 32; KL April 2020 Interrogatory Responses.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

329. KC Panorama does not contain a license to provide currency exchange services.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

330. Lin and Gao have moved funds owed to KnowledgeLink and the Cambridge Network to KC Panorama. KL00270059; KL00270129; KL00310615; KL00774710; KL00728346.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network” and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR. 2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

331. Lin and Gao did not disclose the relationship between themselves and KC Panorama to either of CIBR or KnowledgeLink’s full boards of directors, nor did they receive a vote of any disinterested directors or shareholders of CIBR or KnowledgeLink to transact business with KC Panorama with full knowledge of KC Panorama’s relationship to Lin and Gao. Testimony of May Zhou.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the

Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR.

2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

332. A total of approximately \$2,553,624 was transferred from KnowledgeLink and CIBR to KC Panorama. KL00310727.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning KC Panorama. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR.

2384CV01294 Dkt. No. 1 ¶¶ 39-43, 84-85, 114-15, 140-52.

XIX. Lin and Gao Divert CIBR and KL's Resources to Their Various Wholly Owned Companies

A. Company Employees

333. Lin ordered KL's salaried employees to perform work for SMSM. KL00525053.

KL Parties' Response: Disputed.

334. Lin used CIBR employees to put together the business plan and roadmap for UnitedK12. KL00280673.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning diversion of employees. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 94-100, 171-72, 186-87.

335. Tracy Tan was paid by CIBR to spend approximately 10% of her time working on projects for UnitedK12. Ms. Tan has also performed work on behalf of CreativeStar. Deposition Designation of Tracy Tan.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning diversion of employees. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 94-100, 171-72, 186-87.

336. Cambridge Network employees Paula Cargill and Sarah Guo were likewise paid by CIBR and/or KnowledgeLink to perform work for Lin's competing business. Testimony of Christine Lin.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning diversion of employees. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 94-100, 171-72, 186-87.

337. Beilei Zhang, a KnowledgeLink employee, devoted approximately 40% of her responsibilities to CreativeStar. KL00467538.

KL Parties' Response: Disputed.

338. Various other salaried Cambridge Network and/or KnowledgeLink employees have promoted and/or sold the products or services of the various companies Lin and Gao separately own. KL01005167; KL01133746; KL00395687; KL00465228.

KL Parties' Response: Disputed and irrelevant as to the Cambridge Network and CIBR because Zhou does not represent "the Cambridge Network" and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning diversion of employees. See 1884CV02607 Dkt. No 23. Zhou

represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 94-100, 171-72, 186-87.

B. Employee Benefits and Compensation

339. In 2020, Lin added CreativeStar employees to the Cambridge Network's 401(k) plan. KL00626509.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network."

340. Lin has caused the Cambridge Network to reimburse CreativeStar for several years of Ivy Zhong's salary. KL00480837-838; KL00480848-851; KL00549008-010.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network."

341. Lin has caused the Cambridge Network to reimburse CreativeStar for certain employees' bonuses. KL00728889.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network."

C. Corporate Insurance

342. CreativeK12 and UnitedK12 have been added to the Cambridge Network's corporate insurance policies. KL00729554-555.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent "the Cambridge Network."

D. Office Space

343. CreativeStar used approximately 3,000 square feet of the office space that the Cambridge Network rented in Waltham, Massachusetts. Initially, CreativeStar was

compensating the Cambridge Network for its use by paying \$8,200 per month.
KL00282844.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network.”

344. Lin has intermittently caused the Cambridge Network to waive CreativeStar's obligation to make rental payments. KL00307305; KL00579401.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent “the Cambridge Network.”

XX. Gao Personally Collects Funds Owed to KnowledgeLink

345. After Zhou was frozen out, Gao also began collecting money owed to KnowledgeLink directly into his personal bank account. See KL00293796; KL00057990; KL00293795; KL00674851; KL00332289.

KL Parties' Response: Disputed.

346. For example, in December 2018, a KnowledgeLink invoice was sent to a partner school indicating that the approximately RMB 1.8 tuition payment should be paid to Gao's personal bank account. KL00332290.

KL Parties' Response: Disputed.

347. Likewise, in October 2019, Lin directed approximately RMB 1,000,000 (approximately \$140,000) worth of student refunds be sent to Gao's personal bank account. KL00660107.

KL Parties' Response: Disputed.

348. Gao transferred RMB 2,305,593.20 (or approximately \$327,880) of the KnowledgeLink funds he collected to the personal account of Xijin Qi, who was the

general manager of the Vietnam factory of Creative Group, rather than remitting the funds back to KnowledgeLink. KL00354118; KL00354120.

KL Parties' Response: Disputed.

349. Gao transferred 4.5 million RMB (or approximately \$638,306) of such funds to his brother rather than remitting the funds back to KnowledgeLink. The Cambridge Network's financial team was "not aware that we had so much fund lent to Steven's brother" and was concerned over the lack of paperwork and the uncertainty as to whether the "loan" would ever be repaid. KL00674809. His brother never returned these funds. KL00335813

KL Parties' Response: Disputed.

350. Gao transferred RMB 157,445.90 (or approximately \$22,390) of such funds to Ben Wu, who owns Chengdu Lihui and Chengdu Meixiang on behalf of Lin and Gao, rather than remitting the funds back to KnowledgeLink.

KL Parties' Response: Disputed.

351. In KnowledgeLink's books these transactions were recorded as the commissions to agencies. KL00932468.

KL Parties' Response: Disputed.

352. There are no records to indicate any of these funds were used for KL's or CIBR's benefit.

KL Parties' Response: Disputed.

353. Shanghai Nuolin paid a total of RMB 12,440,000 to Chengdu Lihui and Chengdu Meixiang as purported IT service fees between September 2018 and August 2023.

KL Parties' Response: Disputed.

354. In addition, Lin began using Unofficial Subsidiaries to collect and hold funds owed to KnowledgeLink and/or the Cambridge Network. Indeed, once Zhou was frozen out, Lin started treating the Unofficial Subsidiaries as separate companies that no longer operated for the benefit of the jointly owned companies.

KL Parties' Response: Disputed and irrelevant as to the Cambridge Network because Zhou does not represent “the Cambridge Network.”

XXI. Lin and Gao Use CIBR and KL as Personal Piggy Banks

A. CIBR and KL Pay for Professional Services Rendered to Lin, Gao, and their Wholly Owned Companies

355. In December of 2019, Lin directly used corporate funds to pay her personal counsel Donnelly Conroy and Gelhaar LLP. KL00886557; KL00989036; KL01140089.

KL Parties' Response: Disputed.

356. Lin also caused CIBR to pay a majority of her personal legal expenses in connection with the California Litigation. See, e.g., KL00901415; *see also* KL01027994.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

357. CIBR has paid at least \$40,000 in accounting fees to Adler Blanchard and Associates for accounting work on behalf of Creative Group and CreativeStar. Testimony of Christine Lin.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning accounting fees. See 1884CV02607 Dkt. No 23. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou's Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou Response No. 21 ("The losses caused by the Individual Defendants' use of corporate funds for personal uses (including . . . tax preparation fees . . .) . . .").

B. Lin and Gao Freely Use CIBR and KL's Credit Cards as Their Own

358. Lin and Gao have used their corporate credit cards for personal expenses totaling hundreds of thousands of dollars.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou's Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou Response No. 21 ("The losses caused by the Individual Defendants' use of corporate funds for personal uses (including . . . personal expenses charged on the Companies' credit cards) . . .").

359. In July 2022, a Cambridge Network employee emailed Lin stating: "I now see two issues that I am unsure about. If I do not express them, then I am being dishonest." He

went on to point out two categories of personal expenses on Lin’s corporate credit card that seemed improper. KL01013402.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou’s Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao’s Third Set of Interrogatories to May Zhou Response No. 21 (“The losses caused by the Individual Defendants’ use of corporate funds for personal uses (including . . . personal expenses charged on the Companies’ credit cards) . . .”).

360. The first category was expenses for vacations to Disneyland and Europe.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou’s Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao’s Third Set of Interrogatories to May Zhou Response No. 21 (“The losses caused by the Individual Defendants’ use of corporate funds for personal uses (including . . . personal expenses charged on the Companies’ credit cards) . . .”).

361. The second category was what he described as “daily expenses” which were recorded in KnowledgeLink’s books as travel-related expenses. He expressed concern that by recording expenses such as “coffee at a coffee shop in Lexington” as travel expenses, the “account wasn’t being kept very accurately.” KL01013402.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou’s Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao’s Third Set of Interrogatories to May Zhou Response No. 21 (“The losses caused by the Individual Defendants’ use of corporate funds for personal uses (including . . . personal expenses charged on the Companies’ credit cards) . . .”).

362. He also attached several bank statements which, in addition to the substantial daily expenses, contained the following expenses:

- a. \$8,532.80 in airfare for trips to Disney for Lin, Gao, and their two daughters;
- b. An \$884.49 charge to Mercedes-Benz;
- c. \$5,970.94 in airfare for trips to Iceland for Lin and her daughter;
- d. \$4,446.75 in various expenses around Iceland;
- e. \$1,354 in expenses in Denmark;
- f. \$3,731.19 for a stay at a beachside inn on Cape Cod;
- g. \$13,480.28 in airfare for trips to London for Lin, Gao, and their daughters.

KL01013429; KL01013403; KL01013416; Testimony of Christine Lin.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou's Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou Response No. 21 ("The losses caused by the Individual Defendants' use of corporate funds for personal uses (including . . . personal expenses charged on the Companies' credit cards) . . .").

363. From 2018 until 2022, Lin and Gao spent a total of \$70,938.60 on personal expenses using CIBR credit cards.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou's Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou Response No. 21 ("The losses caused by the Individual Defendants' use of corporate funds for personal uses (including . . . personal expenses charged on the Companies' credit cards) . . .").

364. After the California Litigation, GP stopped conducting any business, but Lin and Gao have continued to use GP's credit cards and bank cards for their personal use in the total amounts of \$1,725,142.78

KL Parties' Response: Disputed and irrelevant because Zhou does not represent Green Planet.

365. Lin never reimbursed the companies for these expenses.

KL Parties' Response: Disputed and irrelevant because Zhou does not represent Green Planet and all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning credit cards. See 1884CV02607 Dkt. No. 23. Zhou made no allegations in the Derivative Complaint concerning credit cards. See 2384CV01294 Dkt. No. 1. Zhou represented in her interrogatory responses that any claims based on these alleged acts were on behalf of CIBR or KL. Derivative Plaintiff May Zhou's Responses and Objections to KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Third Set of Interrogatories to May Zhou Response No. 21 ("The losses caused by the Individual Defendants' use of corporate funds for personal uses (including . . . personal expenses charged on the Companies' credit cards) . . .").

C. Lin Causes CIBR to Pay her Personal Judgment in the California Litigation

366. In 2016 Brooks (which GP purchased using forged documents over Zhou's 2015 objection) defaulted on certain commercial leases.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not "introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases" in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11,

13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

367. This default led to several lawsuits, a 2016 litigation initiated by JDP 21 California LLC against both GP and Brooks Holding in California Superior Court (the “California Litigation”). KL008833050.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

368. That case went to trial in 2018 and a judgment entered against GP for \$3,039,000 and against Brooks Holding for \$708,197, with 10% interest and attorneys’ fees.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties’ 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

369. The plaintiffs in that action then domesticated the judgment against GP and Brooks Holding in the Massachusetts Superior Court. Case No. Case No. 1884CV03398 Dkt. No. 17.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

370. Following judgment and domestication of the judgment, the plaintiffs in the California Litigation filed a motion to add Lin as a judgment debtor. KL008833050.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

371. On November 21, 2019, following briefing and a hearing, the California Superior Court granted that motion, finding that for good cause shown, “It is appropriate that [Lin] be treated as the alter ego of The Green Planet (GP) and her other related businesses.”

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

372. The California Superior Court also found that: (i) “there is no segregation between entities with the Cambridge Network;” (ii) Lin’s use of no-interest loans to her companies “even if paid back, suggests disregard of the corporate boundary”; and (iii) it was equitable to add Lin as a personal judgment debtor via alter ego because “Lin has retained control of many, if not all, of the assets transferred by GP to The Cambridge Network and herself (and her husband and friend).” KL008833050.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

373. The California plaintiffs then initiated a new action to domesticate the judgment against Lin personally in the Massachusetts Superior Court, Suffolk County, via case No. 2084CV00043F, filed on January 6, 2020.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

374. On January 27, 2020, Lin caused CIBR to pay \$3,640,688.27 to the California plaintiffs in lieu of her personal obligation to pay \$3,747,187 plus 10% interest and attorneys' fees. KL01027994.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 (“Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.”).

375. CIBR was never a party to the California Litigation or the Massachusetts domestication efforts. CIBR was therefore wrongly forced to pay millions to satisfy a judgment against Lin.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not “introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases” in the 2018

Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 ("Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.").

376. Similarly, Lin and Gao caused CIBR to expense Lin's liability in related litigation in the amounts of \$1,117,871. KL00927966; KL00989036; KL0114008.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented that she would not "introduce evidence or argument regarding any damages resultin[g] from the JDP 21 Cases" in the 2018 Actions. 1884CV02607 Dkt. No. 132. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning Brooks and JDP 21. 1884CV02607 Dkt. No. 159 at 11, 13 ("Brooks Institute: Zhou makes no argument that this is relevant to her claims. Evidence about it is excluded.").

XXII. Lin Enters into Loan Transactions with CIBR and KL On Unfair Terms

377. In June 2019, Lin signed a loan agreement on behalf of CIBR and herself, where she borrowed \$160,000 from CIBR at an annual interest rate of only 3%. KL00580550; KL00304036; KL00529288.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning loans to or from the companies. See 1884CV02607 Dkt. No. 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 35-38, 59-63, 171-72, 178-79, 186-87.

378. Later, CIBR made distributions to "collect" the loan by setoff. KL00885877.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning loans to or from the companies. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 35-38, 59-63, 171-72, 178-79, 186-87.

379. Zhou received neither a proportional loan nor the distribution. KL00304039;
Testimony of Carl Blanchard.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning loans to or from the companies. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 35-38, 59-63, 171-72, 178-79, 186-87.

380. At the same time, Lin lent \$450,000 to KnowledgeLink, which eventually KnowledgeLink paid including additional interest at 20% per annum in August of 2019. The relevant loan agreements called for an interest rate of only 10% per annum. KL00576006; KL00309763; KL00331777; KL05202019.

KL Parties' Response: Disputed.

381. Lin and Gao were both interested directors and shareholders in each of these loan transactions, which were never approved by Zhou as the sole disinterested shareholder.

KL Parties' Response: Disputed.

XXIII. Lin and Gao Use Bribery and Other Improper Methods to Influence Chinese Proceedings

382. In China, Lin and Gao have brought several legal actions (both criminal and civil) against Frank (though none against Zhou). KL00487543; MZHOU-0004093.

KL Parties' Response: Disputed.

383. In connection with the Chinese government's investigation of Frank, Lin and Gao ordered that the police officials leading this investigation be treated to extravagant trips, dinner, massages, and receive cash payments from KL employees using CIBR and KnowledgeLink funds. These gifts and services were worth at least RMB 54,334 (or approximately \$8,109). *See* KL00312557; KL00304960; KL00359718; KL00355385; KL00355387; KL00356083; KL00356088; KL00356089; KL00359523; KL00359718; KL00359719; KL00359720; KL00359721; KL00365437; KL00471836; KL00471837; KL00472611; KL00475948; KL00496863; KL00503814; KL00504856; KL00504927; KL00504945; KL00504946; KL00508806; KL00512724; KL00529512; KL00529956; KL00548069; KL00669304; KL00679206; KL00689901; KL00692826; KL00694602; KL00699933; KL00712080; KL00717687; KL00719674; KL00729639; KL00729640; KL00750654; KL00750669; KL00750695; KL00752184; KL00752224; KL00776681.

KL Parties' Response: Disputed.

384. This occurred while KnowledgeLink and CIBR were being funded, in part, by United States federal funding through PPP loans. KL00822634; KL00906103.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning loans to or from the companies. *See* 1884CV02607 Dkt. No. 23. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning alleged bribery. 1884CV02607 Dkt. No. 159 at 14 (“[E]vidence of alleged bribes paid in China is excluded . . .”). Zhou represented in the Derivative Complaint that any claims based on these

alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 58, 156-69, 186-87, 190-91.

385. Lin instructed a KnowledgeLink employee, Richard Wu, to pay RMB 16,839 (approximately \$2,400) worth of “host expenses” for two Chinese police officers (Officer Lu and Officer Xie) and then to misattribute these expenses in KnowledgeLink’s records as “KLIS host expenses.” KL00504855-856; KL00504946-94; KL00359718. “KLIS” refers to Chongqing Nuolin Bashu School for Children of Foreign Personnel.

KL Parties’ Response: Disputed.

386. These payments had nothing to do with KLIS, which is an independent non-profit school.

KL Parties’ Response: Disputed.

387. Lin also caused Dan Xiao to instruct Richard Wu several different times to revise the wording of his expense reports so as to obscure the fact that a Chinese government official was the actual recipient of the “host expenses.” KL00359718-719; KL00504855-856; KL00504946-947.

KL Parties’ Response: Disputed.

388. Per Lin and Gao’s instruction, Dan Xiao played a large role in the proceedings and investigations in China. Testimony of Dan Xiao.

KL Parties’ Response: Undisputed.

389. Dan Xiao started a Wechat group with himself, Officer Lu, Lin and Gao and several others to discuss the proceedings and investigations in China. KL00013232.

KL Parties’ Response: Disputed.

390. Lin and Gao also wired RMB 4.5 million (approximately \$638,107) to Gao's brother, Jianzhong Gao, for use in paying other Chinese government officials for their assistance in pursuing the criminal charges against Frank Zhou. KL00475948.

KL Parties' Response: Disputed.

391. This was recorded as a "lobby charge" in KnowledgeLink's books. KL00475948.

KL Parties' Response: Disputed.

392. Lin and Gao have also used CIBR resources to bribe Officer Guan Chenghua (member of the Chinese Senior Communist Party) by providing free access to some of the Cambridge Network's services in exchange for his assistance in their legal actions against Frank.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning loans to or from the companies. See 1884CV02607 Dkt. No 23. This Court allowed the KL Parties' 2023 motion in limine to exclude evidence concerning alleged bribery. 1884CV02607 Dkt. No. 159 at 14 ("[E]vidence of alleged bribes paid in China is excluded . . ."). Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 58, 156-69, 186-87, 190-91.

393. They also remitted RMB 300,000 to Officer Guan in September 2022. KL01070125; KL01070126.

KL Parties' Response: Disputed.

394. Lin and Gao also instructed their employees to pay for gifts and services for Officer Guan, including a new iPhone, a \$3,500 rental car, several trips to Shanghai, dinner,

and even his taxi rides. These “gifts” were in exchange for his assistance in what they referred to as the “Chongqing legal actions.” KL00669570; KL00669304; KL00359718; KL00013415.

KL Parties’ Response: Disputed.

395. Lin directed many of these to be recorded as KLIS hospitality expenses. These payments had nothing to do with KLIS. KL00359718-719.

KL Parties’ Response: Disputed.

396. Lin and Gao planned to have Officer Guan join them as Chairman for the education group. KL00097142.

KL Parties’ Response: Disputed.

397. In addition to using bribery to influence the Chinese officials, Lin and Gao also caused KnowledgeLink to send the Chongqing Municipal Education Commission a falsified copy of what purported to be this Court’s Order on KnowledgeLink’s request for a preliminary injunction. See Case No. 1884CV02736 Dkt. No. 9. The version that was distributed reflected the Proposed Order KnowledgeLink that KnowledgeLink had submitted with its request and omitted the alterations that the Court made before adopting it (including the Court’s crossing out of entire paragraphs). KL00669877-88.

KL Parties’ Response: Disputed.

398. Moreover, Dan Xiao advised Lin he had engaged a “local strongman couple” in connection with the “lawsuit in Chongqing” in the hopes that the couple would “present a solution for Chongqing when Frank Zhou got jail time.” KL00012579; KL00013621.

KL Parties’ Response: Disputed.

XXIV. Lin and Gao Cause CIBR, KL, and Their Employees to Evade Taxes in the U.S. and China

399. Gao had money that was owed to KnowledgeLink paid directly into his personal account, rather than KL's account in order to avoid paying taxes to the Chinese government. *See* Section XX, *supra*.

KL Parties' Response: Disputed.

400. This personal account was created to facilitate Shanghai Nuolin's business.

KL Parties' Response: Disputed.

401. All the funds in Gao's account were reported to the Internal Revenue Service as CIBR and/or KL's business expenses or Gao and Lin's personal deductibles. This had the effect of reporting millions of RMB as business expenses to reduce tax liability.

Testimony of Carl Blanchard.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. *See* 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

402. Lin and Gao prepared inaccurate tax returns in both the U.S. and China showing expenses paid to the so called "contractors" (the Unofficial Subsidiaries) and other companies under their control in China, including but not limited to Deyu and KC Panorama. Testimony of Carl Blanchard.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. *See* 1884CV02607 Dkt. No 23. Zhou represented in the Derivative

Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

403. Lin and Gao made use of “underground” bank accounts and personal bank accounts to conduct business through Unofficial Subsidiaries.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

404. These accounts were created under the names of the people chosen by Lin and Gao to control these Unofficial Subsidiaries, through which money was funneled to evade Chinese taxes on revenue and salary. *See, e.g.*, KL00729552.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

405. Lin and Gao would directly pay only a portion of the salaries of these Chinese individuals. The remainder of the salaries would be paid through the “personal accounts” of the individuals running the unofficial subsidiaries, who were then reimbursed by the company. KL00729552-53.

KL Parties’ Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended

Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

406. The payments through the personal accounts were not recorded as part of the individual's salary, thereby avoiding taxes and social security benefits for the individual for that portion of their salary, as well as VAT tax for that portion of their salary and other business operation expense.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

407. CIBR then paid approximately \$430,000 to the Chinese tax authorities in connection with this illegal scheme, directly harming the company and its shareholders as a result of their actions. KL00731374; KL00729552-53; KL00779683; KL00779683; KL00780971; KL00790506; KL00790528; KL01026574; KL01002371; KL01099824; KL00987783.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL.

2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

408. Lin and Gao paid certain employees from different accounts in different countries in order to evade corporate tax and their responsibility to withhold tax.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

409. Barbara Liang, CIBR's COO after Zhou, who is a U.S.-based employee, was paid from four different accounts in the U.S., Hong Kong, Canada and China. *See, e.g.*, KL00573416-419; KL00302276; KL00302276.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

410. Teddy Xiong, Lin's classmate and friend who acted as CIBR China general manager, was paid from accounts in China and Hong Kong, which effectively avoided withholding some of the tax on his income.

KL Parties' Response: Disputed and irrelevant because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou made no allegations in the Second Amended Complaint concerning taxes. See 1884CV02607 Dkt. No 23. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 104-05, 112-20, 123-32, 186-87, 190-91.

411. Gao has transferred a total of RMB 2,613,039 (approximately \$378,202) in KnowledgeLink funds to the straw owners of their other companies.

KL Parties' Response: Disputed.

412. Gao also caused Shanghai Nuolin to transfer KnowledgeLink's funds to the companies under the straw ownership of Ben Wu in a total amount of RMB 12,44,000 (approximately \$1,842,908) for his own benefit.

KL Parties' Response: Disputed.

413. Gao has also profited, through Shanghai Nuolin, from revenues that should have been KnowledgeLink in the amounts of RMB 2,457,804.7, RMB 7,603,616.42, RMB 16,896,777, RMB 5,967,386.43, and RMB 7,041,305.67 (or approximately \$355,734.43, \$1,101,622.15, \$2,618,478.05, \$885,815.76, and \$994,900.06) in the respective years between 2019 and 2023. KL01032858; KL00336369; KL01109885; KL01109866; KL01032838; KL01032850, KL01109847-914; KL00698733-45; KL01110000-84; KL00957757-67; KL00955563-75; KL01110259-432; KL00955567-92; KL00955929; KL00956163; KL00956656; KL00956929; KL00957366; KL00957434; KL00957757-67; KL00955567-92; KL00955929; KL00956163; KL00956656; KL00956929; KL00957366; KL00957434; KL00957757-67.

KL Parties' Response: Disputed.

XXV. Lin Dissolves the Cambridge Network Entities with No Accounting

414. In 2022, Lin caused the dissolution of the following Cambridge Network companies:
- a. Dorm 100;
 - b. Dorm 200;
 - c. Dorm 201;

- d. Dorm 300;
- e. Dorm 400;
- f. SINO-US;
- g. CambridgeStar; and
- h. SMEG.

Testimony of Christine Lin.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 153-54.

415. Although money was moved out of these entities' accounts, no accounting for the income or profit from the disposal of those assets has been provided to Zhou. Some of these funds appear to have been used in connection with the California Litigation, as well as other litigations that arose out of Lin's closure of Brooks.

KL Parties' Response: Disputed and irrelevant as to CIBR because all claims on behalf of CIBR have been dismissed. 1884CV02607 Dkt. No. 258. Zhou represented in the Derivative Complaint that any claims based on these alleged acts were on behalf of CIBR or KL. 2384CV01294 Dkt. No. 1 ¶¶ 153-54.

FACTS RELEVANT TO LIN, GAO AND KNOWLEDGELINK'S CLAIMS

XXVI. Frank Zhou's Unauthorized Transfer

416. Frank Zhou was KnowledgeLink's general manager in China, who each of Zhou, Lin and Gao considered a trusted employee at the time. Case No. 1884CV02607 Dkt. No. 1884CV02607, ¶ 31-32.

KL Parties' Response: Disputed.

417. As this Court has previously found, Zhou has no control over Frank. Nor has Zhou ever conspired with Frank. Testimony of May Zhou.

KL Parties' Response: Disputed.

418. In January 2016, Zhou learned that KnowledgeLink needed to invest money into Chongqing Nuolin, or its license would be revoked by the Chinese authorities. Testimony of May Zhou.

KL Parties' Response: Disputed.

419. Zhou asked Lin and KnowledgeLink's Controller, Kai Chuang, to send/wire \$1,000,000 to Chongqing Nuolin's account. KL00669886; Testimony of May Zhou.

KL Parties' Response: Disputed.

420. Lin, however, refused and so the \$1,000,000 transfer to Chongqing Nuolin never happened. Testimony of May Zhou.

KL Parties' Response: Disputed.

421. On June 30, 2016, the KL Board approved the appointment of Frank as KnowledgeLink's legal representative to replace the previous one who had resigned. KL00276010. In China, a company's "legal representative" is the individual who represents the company in accordance with its Articles of Association. Testimony of May Zhou.

KL Parties' Response: Disputed.

422. In December 2016, Frank informed Zhou that the Chinese government informed him that Chongqing Nuolin faced potential harsh fines and immediate cancellation of its license because no foreign capital had been invested in the two years since Chongqing Nuolin had been set up. Testimony of May Zhou.

KL Parties' Response: Disputed.

423. Between December 2016 to May 2017, Zhou repeatedly informed Lin of the need to change Chongqing Nuolin to a domestic company because China had recently enacted strict regulations governing foreign exchange control. Testimony of May Zhou.; KL00007423; KL00007430; KL00007431.

KL Parties' Response: Disputed.

424. Lin insisted that they should keep the company as a foreign subsidiary, and no action was taken.

KL Parties' Response: Undisputed.

425. On December 6, 2016, Frank Zhou filed an application to amend the Articles of Association of Chongqing Nuolin to change the time period for making the capital contribution from 2 years to 20 years. KL00276047; Rebuttal Report of Changsong Hu, at 2.

KL Parties' Response: Disputed.

426. No one at KnowledgeLink learned that there was no requirement to pay the registered capital for 20 years until discovery in this litigation. Testimony of Christine Lin; Testimony of May Zhou.

KL Parties' Response: Disputed.

427. Frank initially told Zhou that this had resolved the legal issue regarding KL's capital contribution to CN. Testimony of May Zhou.

KL Parties' Response: Disputed.

428. Frank later informed Zhou that his attempt to amend the Articles of Association had not worked and that the process was not completed with the Chinese government.

Testimony of May Zhou.

KL Parties' Response: Disputed.

429. In May 2017, Frank informed Zhou that the capital contribution issue was not resolved and that he had received additional warnings from the Chinese government regarding CN's inadequate capital, including from the Ministry of Foreign Economic Relations and Trade. Testimony of May Zhou.

KL Parties' Response: Disputed.

430. Zhou conferred with CN's attorney in China regarding the issue and learned that converting CN to a domestic (Chinese) company was probably the easiest way to avoid the issue if KnowledgeLink was unwilling to make its capital contribution. Testimony of May Zhou.

KL Parties' Response: Disputed.

431. Zhou was concerned that CN could be fined or that the Chinese government could take other steps that might impact its business license, including starting investigations into CN's business in China, which would have impacted CN's ability to operate normally in China. Testimony of May Zhou.

KL Parties' Response: Disputed.

432. Zhou told Frank Zhou that, if he could keep CN operating legally as a foreign subsidiary, he should do so, but, if that were not possible, he should do what was necessary to allow CN to continue to operate legally in China. Testimony of May Zhou; KL00015905.

KL Parties' Response: Disputed.

433. Zhou expected that if Chongqing Nuolin were converted into a Chinese company, it would be transferred to an Unofficial Subsidiary or that it would otherwise be treated as a proxy company of KnowledgeLink. Testimony of May Zhou.

KL Parties' Response: Disputed.

434. On May 22, 2017, Frank applied to have the Chinese government change CN's ownership from KL to Chongqing Beituomengqui Education Information Consulting Service Co., Ltd. ("CB"). KL00276056.

KL Parties' Response: Undisputed.

435. CB is a Chinese domestic-capital company owned by Frank and Wang Long. Zhou does not have any ownership interest in CB. KL00025393.

KL Parties' Response: Disputed.

436. Included in Frank's May 2017 application were a purported Chongqing Nuolin "Shareholder Resolution" and "Equity Transfer Agreement." These documents purported to transfer the interests of CN from KnowledgeLink to CB.

KL Parties' Response: Undisputed.

437. Zhou had neither read nor signed those documents. Case No. 1884CV02607 Dkt. No. 163, ¶¶ 33-36; Testimony of May Zhou.

KL Parties' Response: Disputed.

438. The forged signatures on these two documents originally appeared to be replicas of Zhou's signature, though they were later determined to be forged signatures of Mark Williams, an employee of KnowledgeLink's registration services provider. KL00015377; KL00007709.

KL Parties' Response: Disputed except:

- Undisputed that the signatures on the two documents originally appeared to Lin and Gao to be Zhou's signature.
- Undisputed that the signatures were later determined to be signatures of Mark Williams.

439. KnowledgeLink testified under oath that it did not know of any reason to believe that Zhou ever saw these documents before they were submitted to the Chinese authorities.

See December 6, 2021 KL 30(b)(6) Deposition, at 148:16-149:2.

KL Parties' Response: Disputed.

440. In their communications with the Chinese authorities, KnowledgeLink has also stated that Frank Zhou and Wang Long forged these documents without KL's knowledge to transfer CN to CB. KL00506736; KL00506734.

KL Parties' Response: Disputed.

441. A January 2019 letter that Lin and Gao caused KnowledgeLink to write stated that Zhou's decision to tell Frank to do what was necessary to remain in compliance with Chinese law was made in response to coercion from Frank and in order to "save Chongqing Nuolin." KL00015905.

KL Parties' Response: Disputed.

442. The letter also stated: "At that time, we did not have basic information. Initially we also believed that May Zhou should bear the main responsibility. Therefore, we sued May Zhou in the United States of America All subsequent actions were carried out **solely by [Frank] Zhou.**" KL00015905 (emphasis added).

KL Parties' Response: Disputed.

XXVII. Chongqing Nuolin's Operates as Usual After Frank's Transfer

443. From June 2017 to June 2018, CN continued to conduct many of KL's operational functions in China. KL's Responses to Zhou's Requests for Admission, at RFA 98; Testimony of May Zhou.

KL Parties' Response: Disputed.

444. Overall, from June 2017 to June 2018, CN transferred (via third parties) the equivalent of approximately \$2.2 million to KnowledgeLink. KL00307060; KL00307062; Testimony of Kai Chaung.

KL Parties' Response: Disputed.

445. Prior to July 2018, no accountants had identified any embezzlement or stealing of funds by Frank Zhou or Wang Long from CN or KL, or reported any such activity to Zhou. Testimony of Kai Chaung; KL00903136.

KL Parties' Response: Disputed.

446. While Zhou was employed at the company, CN provided regular bank account reporting to KnowledgeLink. Zhou did not withhold any information from KnowledgeLink regarding these bank accounts. Testimony of May Zhou.

KL Parties' Response: Disputed.

XXVIII. The Parties' Reactions to Frank's Conversion

447. In or about June 2017, Lin became aware through the public records in China that ownership of CN was newly registered as being held by CB and informed Zhou of the same. 1884CV02607 Dkt. No. 163, ¶¶ 38-39; Testimony of Christine Lin.

KL Parties' Response: Undisputed.

448. Zhou did not know about the transfer of CN to CB before Lin brought it to her attention. Testimony of May Zhou; Case No. 1884CV02607 Dkt. No. 163, ¶¶ 38-39.

KL Parties' Response: Disputed.

449. Zhou then spoke to Frank, and Frank told her that he had tried but could not save the company as a foreign subsidiary without any foreign capital investment, so he felt he had to convert the company to a domestic Chinese-owned company. He explained that CB owned a more favorable business license that would help KnowledgeLink's business in China to expand its student exchange and study abroad business legally in China. Testimony of May Zhou.

KL Parties' Response: Disputed.

450. In August 2017, there was an email thread between Lin and Zhou regarding the transfer of CN to CB in which:

- a. Lin asked Zhou to report back on how CN was managed following the transfer.
- b. Zhou responded that Frank Zhou had transferred CN to CB because KnowledgeLink had not wired funds into CN's account and so it was not legally operating under Chinese law. She also said that CN was now operated similarly to how other entities set up in China by the Cambridge Network operated.
- c. Lin stated that they should "follow a right process to keep everything clear."

KL00002913.

KL Parties' Response: Disputed.

451. On September 22, 2017, the KL Board met to discuss the transfer and how they would need to come up with a solution. KL00007688; Testimony of Christine Lin.

KL Parties' Response: Undisputed.

452. The KL Board did not make any motion at the September 22, 2017, meeting for Zhou to do anything with CN other than to continue its discussions. KL00007688; Testimony of Christine Lin.

KL Parties' Response: Disputed.

453. Zhou told Lin that she was concerned about transferring the company back without investing in it, because she had been told that Chinese Law required KnowledgeLink to invest in CN. Testimony of May Zhou.

KL Parties' Response: Disputed.

454. KL's Board met again on October 10, 2017, but it did not pass any motion instructing Zhou to do anything regarding CN. KL00007691.

KL Parties' Response: Disputed.

455. On November 15, 2017, Zhou wrote to Wang Long and asked for him to send the documents about the Chinese government's requests. Testimony of May Zhou.

KL Parties' Response: Disputed.

456. Wang Long responded that CN's accounting firm received a rectification notice from relevant Chinese agency when filing taxes, and CN had received a notice of noncompliance. He further stated that Frank Zhou had "weighed the pros and cons, and then he chose to change the company to a domestic-capital company." MZ00080072; MZ00274442-44.

KL Parties' Response: Disputed.

457. On November 14 and 15, 2017, there was another email thread between Lin and Zhou regarding the transfer in which:

- a. Lin requested in an email that Zhou “Please transfer [CN’s] ownership back to KL [] immediately.”
- b. Zhou responded “I am happy to assist whatever you would like to do. However we need to clarify what steps we need to take. In order to create the branch of US entity, we need to follow Chinese regulation and investment properly.”
- c. Lin responded back “[CN] is a registered entity of our US company. This is not negotiable, you need to transfer the ownership and control back immediately. This is an instruction.”
- d. Zhou responded by identifying potential legal avenues to do so, including properly investing in a foreign owned subsidiary or creating a separate Chinese entity to handle the operations in China, and stated that “I am happy to assist any decision as long as it is legal under Chinese law and regulation. There is no negotiation here but reminder of the feasibility of any decision.”
- e. Lin asked Zhou to provide documents and also stated that she would be taking over as the group CEO and would have Zhou report to her as division president in future as she was “concerned about the revenue growth of KL and sustainability of its business model.”
- f. Zhou responded in detail to Lin’s request for additional information, and stated that CN had received a notice from the business registrar in China, as well as their Chinese accountants in May of 2017 stating the importance of taking action immediately. Zhou attached the documents to her email.

KL00007423; KL00007430; KL00007431; KL00007390.

KL Parties’ Response: Disputed.

458. Lin received this email but did not review the supporting documents that Zhou sent her.

Testimony of Christine Lin.

KL Parties' Response: Disputed.

459. Zhou believed that Lin wanted some protection for KL, so Zhou asked Frank to send her a contract that would have CN represent KL in China to collect tuition on its behalf and pay for expenses, and that CN would provide KL with its bank statements monthly and pay KL all remaining funds at the end of the year. KL00007669; Testimony of May Zhou.

KL Parties' Response: Disputed.

460. Zhou presented a draft contract to the KL Board in a meeting in January 2018.
Testimony of May Zhou.

KL Parties' Response: Disputed.

461. The Board met and discussed the major contractors of KL, including CN, for 20 minutes in January 2018, but did not make any motion with instructions to Zhou to do anything regarding CN. KL00007693.

KL Parties' Response: Disputed.

462. Frank Zhou sent Zhou the signed contract on May 18, 2018, as well as a forwarded email from CN's lawyer stating that the contract was in accordance with Chinese law. MZ00293678; MZ00293679; Testimony of May Zhou.

KL Parties' Response: Disputed.

463. Zhou presented the stamped version of the contract to the KL Board in May 2018.
Testimony of May Zhou.

KL Parties' Response: Disputed.

464. The contract that Zhou presented to the KL Board was between KL and CN, and stated that:
- a. CN would act on behalf of KL in China;
 - b. CN would collect funds on KL's behalf in China, and ensure that staff were paid on the "cooperative education projects in China";
 - c. CN would provide KL with relevant financial statements showing income, expenditure, and the balance of funds;
 - d. By the third quarter of each year, CN would pay KL the balance of funds collected for each year. KL00007669.

KL Parties' Response: Disputed.

465. On March 7, 2018, Lin sent an e-mail to Zhou instructing her to "Transfer the 70% of [CN] to a[] shareholder that I assigned to represent me in China, this is my private property and you are not allowed to take it away from me." KL00007437.

KL Parties' Response: Disputed.

466. On March 9, 2018, the KL Board met and passed Zhou's recommended motion to "open a new company in China to take over the operation functions of [CN]. [CN] will continue to process payments from partner schools in the 2018-2019[] school year. After September 1, 2018, within one year, [CN] shall transfer employee-related operations to the new company." KL00193630.

KL Parties' Response: Disputed.

467. The KL Board thus authorized CN to continue to process payments for partners schools in 2017-2018, while being fully aware that CN was not owned by KnowledgeLink at this point. Testimony of Christine Lin.

KL Parties' Response: Disputed.

468. The process to create a new company in China takes at least several months. Testimony of May Zhou; Testimony of Christine Lin.

KL Parties' Response: Disputed.

469. On May 18, 2018, the KL Board met and, over Zhou's objection, passed the following Motion: "Restore ownership representing shareholder's rights and interests in China by transferring assets from [CN] to Shanghai [Tuohui]. Ms. Zhou in her capacity as [KL's] representative in China leader is directed to execute that restoration no later than August 31, 2018." KL00007696.

KL Parties' Response: Disputed.

470. At that point, Zhou had already told Lin that her concern was that Anna Ge, who owned Shanghai Tuohui, was competing with KL. KL00001836.

KL Parties' Response: Disputed.

471. KL did not own Shanghai Tuohui, nor did it have any contracts with Shanghai Tuohui. Testimony of May Zhou; Testimony of Christine Lin.

KL Parties' Response: Disputed except:

- Undisputed that KL did not own Shanghai Tuohui.

472. Lin wanted the assets transferred to Shanghai Tuohui because its owner, Anna Ge, was willing to transfer the ownership her despite her having no legal obligation to do so. Testimony of Christine Lin.

KL Parties' Response: Disputed.

473. In June 2018, Frank came to KL's strategic planning meetings in the United States. Lin did not ask or demand that Frank take any actions with respect to CN or CB. Testimony of Christine Lin.

KL Parties' Response: Disputed.

474. The Chongqing Police Bureau hired Chongqing Puhua Certified Public Accountants Co., Ltd ("Puhua") to conduct a Judicial Appraisal Opinions on Chongqing Nuolin's value. Lin and Gao received a copy of this appraisal in or around February 2020 and asked their accounting teams working to finalize the KL00322744. KL00322744.

KL Parties' Response: Disputed.

475. On May 11, 2021, Puhua issued the final version of the Appraisal Opinion which concluded that Chongqing Nuolin has negative total net value in June 2017, which was the time that Frank made the transfer. KL00903158.

KL Parties' Response: Disputed.

476. Lin ultimately used Frank's transfer as an excuse to terminate Zhou and freeze her out.

KL Parties' Response: Disputed.

477. After Zhou was frozen out, Zhou had no control over any of Chongqing Nuolin's bank accounts. Testimony of May Zhou.

KL Parties' Response: Disputed.

478. After Zhou was frozen out, Zhou had no control over Chongqing Nuolin (and she never had control over Frank). Testimony of May Zhou.

KL Parties' Response: Disputed.

XXIX. Beijing Nuolin Serves as a Proxy Company

A. Ownership/Legal Representative

479. In 2013, around the time that KnowledgeLink was being formed in the United States, Zhou helped to coordinate the formation of a proxy company in China called Beijing Nuolin International Education Consulting Co., Ltd (“Beijing Nuolin”). Testimony of May Zhou.

KL Parties’ Response: Disputed except:

- Undisputed that Zhou coordinated the formation of Beijing Nuolin.

480. Proxy companies for the Cambridge Network and/or KnowledgeLink were typically owned by either friends, family members, or employees in China. Their legal representatives, who oversaw all operations of the entity, were typically managers appointed by the Cambridge Network/KnowledgeLink. Testimony of May Zhou.

KL Parties’ Response: Disputed.

481. In the case of Beijing Nuolin, Zhou’s mother served as the formal 70% shareholder, while Jingdong Li, a Chinese employee of the Cambridge Network, served as its legal representative. Case No. 1884CV02607 Dkt. No. 163, ¶¶ 52-53.

KL Parties’ Response: Disputed.

482. Following the formation of Beijing Nuolin, Zhou was not involved with overseeing the operation of that entity. Testimony of May Zhou.

KL Parties’ Response: Disputed.

483. On or about June 19, 2017, Zhou asked Jingdong Li to sign a “Entrusted Shareholding agreement” between Zhou and himself to formalize that he held 30% of shares of Beijing Nuolin for Zhou. Jingdong Li rejected the request. MZ00055385.

KL Parties’ Response: Undisputed.

484. At the time, Jingdong Li never told Zhou that he had already signed an agreement to transfer his shares to Zhou's mother. Testimony of May Zhou.

KL Parties' Response: Disputed.

485. Zhou was not involved in this transfer. Testimony of May Zhou.

KL Parties' Response: Disputed.

486. On or about October 27, 2017, Jingdong Li asked Zhou to start the transfer of Legal Representative role of Beijing Nuolin from himself to another individual. Testimony of May Zhou. Disputed.

KL Parties' Response:

487. Zhou did not discuss this with Jingdong Li until November of 2017, at which point she suggested he transfer the role to Wang Long. Testimony of May Zhou.

KL Parties' Response: Disputed except:

- Undisputed that Zhou directed Jingdong Li to transfer the Legal Representative role of Beijing Nuolin to Wang Long.

488. The reason Zhou made this suggestion was because she was under the impression that Jingdong Li intended to resign from the Cambridge Network and because Wang Long had experience dissolving companies in China. At the time, she was unaware that Wang Long would later be involved in Frank's unauthorized transfer. Testimony of May Zhou.

KL Parties' Response: Disputed.

489. On December 18, 2017, Jingdong Li sent his formal written resignation letter to Lin Zhou, and Gao and informed them that "[Beijing] Nuolin has completed the legal representative conversion signature" and that "Beijing Meihuida still needs two leaders

of you to appoint a successor.” Lin and Gao did not object to the Beijing Nuolin Legal representative transfer. KL00076305; KL00800159.

KL Parties’ Response: Disputed.

490. In or around December 2017, Teddy Xiong (managing director of China Operations at the Cambridge Network) sent Lin a list of the Cambridge Network’s contract partners. The list included Beijing Nuolin but indicated that it was inactive, potentially subject to dissolution, and in the process of having its legal representative transferred. KL00076342.

KL Parties’ Response: Disputed.

491. On March 9, 2018, Zhou emailed Lin and Gao to inform them that her mother was no longer willing to hold any company for three of them anymore and asked Zhou to dissolve the companies she was holding. Lin acknowledged receipt of this email. KL00269234.

KL Parties’ Response: Disputed.

492. Once Zhou was frozen out of the Cambridge Network and KnowledgeLink, she no longer had any influence or control whatsoever over Mr. Li, Mr. Wang or Beijing Nuolin. Testimony of May Zhou.

KL Parties’ Response: Disputed.

B. Zhou’s Lack of Involvement in Purported Intellectual Property Transfers

493. Zhou was not aware or involved in any way with the transfer of trademarks held by Beijing Nuolin. Testimony of May Zhou.

KL Parties’ Response: Disputed.

494. Lin first learned of the transfer of trademarks from Beijing Nuolin to CB on July 19, 2018, while the process was still being completed and that the transfer was expected to be completed before the end of that year. KL00006938.

KL Parties' Response: Disputed.

495. Zhou did not cause Beijing Nuolin to transfer any intellectual property to CB, nor was she otherwise aware of or involved in any such transfers. Testimony of May Zhou.

KL Parties' Response: Disputed.

XXX. The Non-Profit, Independent School, KLIS

A. KLIS is Founded as a Non-Profit School

496. In 2014, KnowledgeLink and Chongqing Bashu Asset Operation & Management Co., Ltd. ("Bashu Asset") entered into an agreement to establish a school for children of foreign personnel. KL00013957; KL00013953.

KL Parties' Response: Undisputed.

497. The agreement provided that an application would be filed with, amongst other governmental agencies, the Civil Affairs Bureau, which is the agency that licenses and regulates non-profit entities. KL00013957.

KL Parties' Response: Disputed.

498. In May 2015, Chongqing Nuolin applied to establish a school for children of foreign personnel. MZHOU-0267465.

KL Parties' Response: Undisputed.

499. Zhou was not heavily involved with this process. Testimony of May Zhou.

KL Parties' Response: Disputed.

500. On July 2, 2015, the Chongqing Municipal Education Commission (the “Education Commission”) approved the establishment of KLIS as a non-state non-profit school. MZ00132482; MZ00130772-775.

KL Parties’ Response: Undisputed.

501. On July 9, 2015, the Education Commission issued the Operating License of Chongqing Municipal School for Children of Foreign Personnel to KLIS (valid from July 2, 2015, to July 1, 2020). MZHOU-0266931; KL00739331; KL00271766.

KL Parties’ Response: Undisputed.

502. KLIS’s 2015 Charters state that the school shall be “a non-profit social organization engaged in educational activities and acquire the status of a legal person since the date of approval, enjoying civil rights and bearing civil liabilities independently in accordance with the law.” KL00739296.

KL Parties’ Response: Disputed.

503. KLIS was established as an independent, non-profit school. Under Chinese law, this means that Chongqing Nuolin (and KnowledgeLink) did not have an ownership interest in it. Chongqing Nuolin is simply the “founder” or “organizer” of KLIS. MZHOU-0267814; MZHOU-0267834; Expert Testimony of Shaowei Lin.

KL Parties’ Response: Disputed.

504. Lin and Gao have been aware of KLIS’s non-profit status since its outset. KL00935509; KL0002533; KL00025326; KL00079627-28; KL00274025.

KL Parties’ Response: Disputed.

505. The KL Marketing Team has been aware of KLIS’s non-profit status at the outset. KL00274025.

KL Parties' Response: Disputed.

506. KLIS has been consistently characterized as a non-profit entity in its marketing materials from at least 2015 through 2018. KL00935509; KL0002533; KL00025326; KL00079627-28; KL00274025.

KL Parties' Response: Disputed.

507. KLIS was discussed at an August 14, 2018, meeting of the KL Board in which Zhou stated that KnowledgeLink does not own KLIS (as it is an independent). KL00835784-86.

KL Parties' Response: Disputed.

508. Under Chinese law, a non-profit school such as KLIS is forbidden from being owned by its organizers. Expert Testimony of Shaowei Lin.

KL Parties' Response: Disputed.

509. Under Chinese law, a non-profit school such as KLIS is forbidden from engaging in profit-making activities. Expert Testimony of Shaowei Lin; Case No. 1884CV02607 Dkt. No. 245, Ex. 2; *id.* at Ex. 3.

KL Parties' Response: Disputed.

510. In or around 2020, a law firm in China retained by KLIS prepared and submitted an application to renew KLIS's status as a non-profit school. Zhou was not involved in the preparation or submission of this application. Testimony of May Zhou.

KL Parties' Response: Disputed.

511. During KLIS's early stages, Zhou had authorized this firm to use a stamp of her electronic signature to complete paperwork for KLIS. She did not personally include her signature on the 2020 application. Testimony of May Zhou.

KL Parties' Response: Disputed.

B. KLIS Leadership

512. Zhou has been on KLIS's Board of Trustees (the "KLIS Board") since its founding in 2015. Lin and Gao have been aware of Zhou's membership on the KLIS Board since its founding. Testimony of May Zhou.

KL Parties' Response: Undisputed.

513. Zhou is also the legal representative of KLIS. Testimony of May Zhou.

KL Parties' Response: Undisputed.

514. In accordance with KLIS's by-laws, Zhou oversees its operations from a big-picture and strategic standpoint and entrusts KLIS's administrative team and agents to handle the operations at a more direct, day-to-day level. Testimony of May Zhou; KL00739296.

KL Parties' Response: Disputed.

515. Zhou had no role in the resignations of the following former members of the KLIS Board: Peter Gangemi, Frank Phillips, Jane Cai, or An Liang. Testimony of May Zhou.

KL Parties' Response: Disputed.

516. For example, on April 9, 2019, Peter Gangemi stated that he decided to resign due to having been inactive for the past year and in order to focus on other commitments. MZHOU-0003844.

KL Parties' Response: Disputed.

517. Many of these individuals had already resigned from KnowledgeLink before resigning from the KLIS Board, and had already stopped having a relationship with Lin, Gao, and KnowledgeLink upon their KnowledgeLink resignations. *See, e.g.*, MZ00056801

KL Parties' Response: Disputed.

518. The KLIS Board, as a whole, appointed replacements for these individuals. The appointment decisions were based on nothing more than their qualifications and experience. Testimony of May Zhou.

KL Parties' Response: Disputed.

C. Lin and Gao's Allegations Regarding Payments Are False

519. Zhou has not received any payments of funds from KLIS, including any funds from KLIS's CitiBank account, other than expense reimbursements for her work as a member on KLIS's Board. Testimony of May Zhou.

KL Parties' Response: Disputed.

520. Zhou never caused payments from students at KLIS to be diverted to a bank account at CitiBank. Testimony of May Zhou.

KL Parties' Response: Disputed.

D. Lin and Gao Accurately Take the Position in Chinese Proceedings that Zhou Did Nothing Wrong

521. Lin and Gao have caused KnowledgeLink to bring several different several legal actions (both criminal and civil) against Frank and Wang Long, often using bribes to ensure the results they want. *See* Section XXIII, *supra*.

KL Parties' Response: Disputed.

522. For example, in 2024, KnowledgeLink initiated a legal action for the theft of Chongqing Nuolin against Frank and Wang Long seeking a total of RMB 7.8 in damages based on their role in the transfer of Chongqing Nuolin and its assets under a claim for embezzlement. MZHOU-0268436.

KL Parties' Response: Disputed.

523. Zhou was not named as a party to that complaint, and nor has KnowledgeLink brought any legal action against Zhou in China.

KL Parties' Response: Disputed.

524. In fact, KnowledgeLink, through Lin and Gao, told Officer Lu (the Chinese officer leading the investigation against Frank and recipient of lavish gifts) that they initially believed Zhou was the perpetrator when they “did not have basic information” but that once they learned what happened, it became clear that Zhou’s only intention as to “save Chongqing Nuolin” and that Zhou did not actually authorize the transfer. KL00015905.

KL Parties' Response: Disputed.

Dated: October 11, 2024

Respectfully submitted by,

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SUPERIOR COURT
 DEPT. OF THE TRIAL COURT

MAY X. ZHOU, AS SHAREHOLDER
 OF, AND ON BEHALF OF
 CAMBRIDGE INSTITUTE OF
 BUSINESS RESEARCH, INC. AND
 KNOWLEDGELINK GROUP, INC.,

Plaintiff,

v.

XINWEI "CHRISTINE" LIN, and
 JIANXIN "STEVEN" GAO,

Defendants, and

CAMBRIDGE INSTITUTE OF
 BUSINESS RESEARCH, INC., and
 KNOWLEDGELINK GROUP, INC.

Derivative Defendants.

C.A. No. 1884CV02607 (Lead case)
 C.A. No. 1884CV02736
 C.A. No. 2384CV01294

KL PARTIES' PROPOSED CONCLUSIONS OF LAW

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Xinwei “Christine” Lin (“Lin”), Jianxin “Steven” Gao (“Gao”), and KnowledgeLink Group, Inc. (“KL US”), (collectively the “KL Parties”) submit the following proposed rulings of law pursuant to the Court’s Trial Order dated April 9, 2024. The KL Parties reserve the right to supplement these proposed rulings of law following the conclusion of evidence at trial.

The KL Parties’ Claims against May Zhou (“Zhou”)

I. Breach of Fiduciary Duty

1. Officers and directors of Massachusetts corporations owe the corporation—in this case, KL US—fiduciary duties. As a shareholder, officer and director of the corporation, Zhou owed KnowledgeLink duties of loyalty, honesty, fairness, and care.¹

2. Stockholders in Massachusetts close corporations like KL US “owe one another a fiduciary duty of ‘utmost good faith and loyalty.’” As such Zhou, Lin, and Gao owed each other fiduciary duties of honesty, fairness, and loyalty.²

3. As an officer and director, Ms. Zhou was required to act with the utmost honesty, fairness, and loyalty toward KnowledgeLink and its shareholders and to put their interests above her self-interest.³

¹ See *Estate of Moulton v. Puopolo*, 467 Mass. 478, 492 (2014); *Demoulas v. Demoulas Super Mkts*, 424 Mass. 501, 528 (1997).

² *Merola v. Exergen Corp.*, 423 Mass. 461, 464 (1996), quoting *Donahue v. Rodd Electrottype Co.*, 367 Mass. 578, 593 (1975).

³ *Estate of Moulton v. Puopolo*, 467 Mass. 478, 492 (2014) (“Directors of a corporation stand in a fiduciary relationship to that corporation and have a duty to protect its interests ‘above every other obligation’”), quoting *American Discount Corp. v. Kaitz*, 348 Mass. 706, 711 (1965); *Demoulas v. Demoulas Super Mkts., Inc.*, 424 Mass. 501 (1997) (directors of a corporation are “bound to act with absolute fidelity and must place their duties to the corporation above every other financial or business obligation”).

4. To recover for breach of fiduciary duty, KL US must prove that (1) Zhou breached the fiduciary duties she owed to the corporation, and (2) KL US suffered damages as a result.⁴

5. A breach of fiduciary duty may occur by taking some action or through an intentional failure to act.⁵

6. With respect to the duty of loyalty, directors “are bound to act with absolute fidelity and must place their duties to the corporation above every other financial or business obligation . . . They cannot be permitted to serve two masters whose interests are antagonistic.”⁶

7. The “duty of loyalty requires the board and its directors to maintain, in good faith, the corporation’s and its shareholders’ best interests over anyone else’s interests.”⁷

8. “The duty of loyalty derives from the prohibition against self-dealing that inheres in the fiduciary relationship.”⁸

9. The duty of loyalty is breached when the defendant puts her self-interest ahead of the interest of the plaintiff corporation.⁹

⁴ *Estate of Moulton v. Puopolo*, 467 Mass. 478, 492 (2014); *MAZ Partners LP v. Shear*, 265 F. Supp. 3d 109, 116 (D. Mass. 2017), citing *Hanover Ins. Co. v. Sutton*, 46 Mass. App. Ct. 153 (1999).

⁵ Superior Court Model Jury Instructions, August 9, 2021, *Breach of Fiduciary Duty*.

⁶ *Demoulas*, 424 Mass. at 528, quoting *Spiegel v. Beacon Participations, Inc.*, 297 Mass. 398, 410-11 (1937).

⁷ *Blake v. Smith*, 22 Mass. L. Rep. 173 (Mass. Super. Dec. 19, 2006); see *Cede & Co. v. Technicolor, Inc.*, 634 A.2d 345, 361 (Del. 1993) (the duty of loyalty is met when “the best interest of the corporation and its shareholders takes precedence over an interest possessed by a director, officer or controlling shareholder”).

⁸ *In re Verestar, Inc.*, 343 B.R. 444, 472 (Bankr. S.D.N.Y. 2006); see *Widett & Widett v. Snyder*, 392 Mass. 778, 785 (1984) (affirming that director acted in bad faith and breached his duty of loyalty by failing to disclose an assignment of his personal home’s mortgage to the corporation).

⁹ See *Demoulas*, 424 Mass. at 529 (“corporate directors and officers are bound by their duty of loyalty to subordinate their self-interests to the well-being of the corporation”); *Estate of Johnson v. Melvin Rose, Inc.*, 2009 Mass. App. Unpub. LEXIS 1203 (Mass. App. Ct. Nov. 19, 2009) (Rule 1:28 Order).

10. The duty of honesty is breached when the defendant makes false statements or omits material information in her dealings with the corporation's board of directors or shareholders.¹⁰

11. The duty of fairness is breached when the defendant acts unfairly to the corporation.¹¹

12. The duty of care requires reasonable intelligence in the oversight of corporate business.¹²

13. "[T]he duty of care requires every director to take steps to become informed about the background facts and circumstances."¹³

14. An officer of a corporation who disregards the directives of the board of directors breaches her fiduciary duties.¹⁴

¹⁰ See *MAZ Partners LP v. Shear*, 204 F. Supp. 3d 365, 373 (D. Mass. 2016) ("Corporate fiduciaries can breach their duty of disclosure . . . by making a materially false statement, by omitting a material fact, or by making a partial disclosure that is materially misleading").

¹¹ See *Demoulas*, 424 Mass. at 529 ("'fundamental fairness' test places the burden on the fiduciary who acquires a corporate (or partnership) opportunity, or who engages in self-dealing, 'to prove that his or her actions were intrinsically fair, and did not result in harm to the corporation or partnership'"), quoting *Meehan v. Shaughnessy*, 404 Mass. 419, 441 (1989).

¹² *Murphy v. Hanlon*, 322 Mass. 683, 686 (1948) ("The standard of duty of corporate officers . . . is the standard of complete good faith plus the exercise of reasonable intelligence").

¹³ Mass. Gen. Laws ch. 156D, § 8.30 Cmt. 1 (2020); see *Blake v. Smith*, 22 Mass. L. Rep. 173 (Mass. Super. Dec. 19, 2006) ("The duty of care consists of an obligation to act on an informed basis") (internal citations omitted).

¹⁴ *Pisnoy v. Ahmed (In re Sonus Networks, Inc.)*, 499 F.3d 47, 67 (1st Cir. 2007) ("Where directors fail to act in the face of a known duty to act, thereby demonstrating a conscious disregard for their responsibilities, they breach their duty of loyalty by failing to discharge that fiduciary obligation in good faith"); *Caruso v. Modany*, No. 1:18-cv-02182-JPH-TAB, 2022 U.S. Dist. LEXIS 112856, at *47 (S.D. Ind. June 27, 2022) (internal citations omitted) ("officers have a duty to comply with the board's directives. . . . Stated another way, [a] chief executive officer . . . may not act in a manner contrary to the express desires of the board of directors").

15. In Massachusetts “[a] person who owes a fiduciary duty to a corporation is prohibited from taking, for personal benefit, an opportunity or advantage that belongs to the corporation.”¹⁵

16. “In this aspect, the corporate opportunity doctrine may be considered to be a rule of disclosure.”¹⁶

17. Under the corporate opportunity doctrine, an officer seeking to pursue a corporate opportunity must disclose material details and show the decision is fair to the corporation.¹⁷

18. Directors must act in complete good faith and must exercise reasonable intelligence in conducting the affairs of the corporation.¹⁸

19. KL US does not have to show corruption, dishonesty, or bad faith to prove that Zhou breached her fiduciary duties.¹⁹

20. Zhou failed to undertake any reasonable due diligence relating to the transfer of KL China to Chongqing Beituomengqi. By and through this conduct, Zhou breached her duty of care.²⁰

¹⁵ *Demoulas v. Demoulas Super Mkts.*, 424 Mass. 501, 529 (1997).

¹⁶ *Demoulas v. Demoulas Super Mkts.*, 424 Mass. 501, 530 (1997).

¹⁷ *Hanover Ins. Co. v. Sutton*, 46 Mass. App. Ct. 153, 166 (1999); *Henderson v. Axiam, Inc.*, 1999 Mass. Super. LEXIS 580, at *149 (Mass. Super. June 22, 1999). The conduct described passim mocks these obligations.

¹⁸ *Murphy v. Hanlon*, 322 Mass. 683, 686, 79 N.E.2d 292 (1948); *Sagalyn v. Meekins, Packard & Wheat, Inc.*, 290 Mass. 434, 438, 195 N.E. 769 (1935).

¹⁹ *Patel v. Emerald Partnership, Ltd.*, 2009 WL 1058356 at *19 (Mass. Super. April 9, 2009) (Neel, J.) (“a director so careless as to allow the assets of the corporation to be transferred without any compliance with . . . by-law provision may be held to have violated his or her fiduciary duty, regardless of whether that director also acted out of disloyalty”).

²⁰ See Mass. Gen. Laws ch. 156D, § 8.30 Cmt. 1 (2020); see also *Blake v. Smith*, 22 Mass. L. Rep. 173 (Mass. Super. Dec. 19, 2006) (“The duty of care consists of an obligation to act on an informed basis.”)

21. By statute, directors or officers cannot transfer substantially all of a company's assets without Board or shareholder approval.²¹

22. Zhou never received Board or shareholder approval to transfer KL China to Chongqing Beituomengqi. In fact, Lin explicitly told Zhou she should not convert the company, but Zhou did it anyway. This constitutes a breach of Zhou's fiduciary duties.²²

A. Damages

23. A plaintiff alleging a breach of fiduciary duty claim must prove its damages by a preponderance of the evidence.²³

24. To recover for a fiduciary breach, the plaintiff must prove "within a reasonable degree of certainty that the breach, i.e., the wrongful conduct of the defendants, caused [the plaintiff] to suffer the damages he sought to establish."²⁴

25. It does not matter whether other causes also contributed to KL US's loss as long as Zhou's breach of fiduciary duty was a substantial factor in producing the injuries.²⁵

26. KL US's recoverable damages are the total amount of money that would place KL US in the position it would have been in but for Zhou's breach.²⁶

²¹ See Mass. Gen. Laws ch. 156D, § 12.02; see also *Corcoran, Mullins, Jennison, Inc. v. Mullins*, 2006 Mass. App. Unpub. LEXIS 26, at *8 (Mass. App. Ct. Dec. 4, 2006) (Rule 1:28 Order).

²² See *id.*

²³ *Beard Research, Inc. v. Kates*, 8 A.3d 573, 613 (Del. Ch. 2010).

²⁴ *O'Brien v. Pearson*, 449 Mass. 377, 388 (2007).

²⁵ Superior Court Model Jury Instructions, August 9, 2021, *Breach of Fiduciary Duty*, citing *O'Brien v. Pearson*, 449 Mass. 377, 388 (2007).

²⁶ *One to One Interactive, LLC v. Landrith*, 76 Mass. App. Ct. 142, 148 (2010) ("damages recoverable for breach of fiduciary duty is the loss of those advantages but for the defendant's breach or interference that [the other party] would have been able to attain or enjoy") (internal citations omitted).

27. “Recovery of lost profits, as with all compensatory damages, requires a showing that the claimed losses were proximately caused by the wrongful conduct of the defendant.”²⁷

28. Where “the elements, upon which the claim for prospective profits rests, are numerous and shifting contingencies, [it] result[s] in a damages claim based in surmise and conjecture.”²⁸

29. In determining damages for breach of fiduciary duty, economic circumstances following the breach are relevant to determining damages.²⁹

30. To recover damages for breach of fiduciary duty, the plaintiff must introduce proof of quantifiable damages that are logically and reasonably related to the harm or injury for which compensation is being awarded.³⁰

31. To recover damages in a fiduciary action, one must prove with reasonable certainty, though not mathematical precision, the amount of loss.³¹

B. Equitable Forfeiture

32. “[A] fiduciary may be required to forfeit the right to retain or receive her compensation for conduct in violation of her fiduciary duties.”³²

²⁷ *O’Brien v. Pearson*, 449 Mass. 377, 388 (2007).

²⁸ *O’Brien v. Pearson*, 449 Mass. 377, 391 (2007) (internal citations omitted).

²⁹ *One to One Interactive, LLC v. Landrith*, 76 Mass. App. Ct. 142, 152 (2010) (plaintiff “entitled to present evidence, and the jury were entitled to consider the economic condition of the company between the time the company stopped paying on the contract and the date the balloon payment was due” because such evidence was “relevant to the consideration of what [party] would have been able to recover ‘but for’ the breach of fiduciary duty”).

³⁰ *In re J.P. Morgan Chase & Co. S’holder Litig.*, 906 A.2d 766, 773 (Del. 2006).

³¹ *Am. Fed. Grp., Ltd. v. Rothenberg*, 136 F.3d 897, 908 (2d Cir. 1998) (New York Law); *O’Brien v. Pearson*, 449 Mass. 377, 390 (2007) (rejecting plaintiff’s claim for damages where plaintiff “has not shown with reasonable certainty that he suffered compensable damages as a result of the defendants’ breach”).

³² *Ellis v. Varney*, 2003 Mass. Super. LEXIS 479, 134 (Mass. Sup. Ct. 2003).

33. Generally, the fiduciary will “be required to repay only that portion of her compensation, if any, that was in excess of the worth of her services.”³³

34. “This limitation stems from the premise that the forfeiture remedy is not a penalty but really reimbursement of payment for services not properly performed . . . Therefore, compensation is often apportioned in relation to the services indeed properly performed.”³⁴

35. Zhou carries the burden of proof in establishing “the fair value of her services during the time she engaged in disloyal conduct, and if she fails to do so, it is appropriate to forfeit the entire amount of the compensation.”³⁵

36. Factors for the Court to consider in determining the amount of compensation subject to equitable forfeiture include “how egregious the breach of fiduciary duty was, whether the breach caused actual injury to the corporation, and the extent to which the improper activities diverted the fiduciary’s time and energy from her corporate responsibilities.”³⁶

37. Here, given the egregious nature of Zhou’s breaches of fiduciary duty, which have caused, *inter alia*, KL US to lose control of and the ability to receive reasonable returns from KLIS, and the fact that Zhou did not devote any time or energy to corporate responsibilities during the time period in which she engaged in disloyal conduct, it is appropriate for Zhou to forfeit the entirety of her compensation from 2016 through 2018.³⁷

³³ *Id.*, citing *Meehan v. Shaughnessy*, 404 Mass. 419, 440, 535 N.E.2d 1255 (1989); *Chelsea Indus., Inc. v. Gaffney*, 389 Mass. 1, 12 (1983).

³⁴ *In re Tri-Star Technologies Co. Inc.*, 257 B.R. 629, 636 (D. Mass. 2001).

³⁵ *Ellis*, 2003 Mass. Super. LEXIS at 134, citing *Chelsea Indus., Inc.*, 389 Mass. at 14; *Anderson Corp.*, 340 Mass. at 51.

³⁶ *Ellis*, 2003 Mass. Super. LEXIS at 135.

³⁷ *See Ellis*, 2003 Mass. Super. LEXIS at 134-135.

C. Business Judgment Rule

38. The business judgment rule “is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.”³⁸

39. The business judgment rule protects corporate directors and officers “from liability for conduct that they have taken in good faith, with the care that a person in a like position would reasonably believe appropriate in similar circumstances,” and that the person “reasonably believes to be in the best interests of the corporation.”³⁹

40. “[T]he statutory business judgment rule is set forth, as to directors, in G.L. c. 156D, § 8.30, and, as to officers, in G.L. c. 156D, § 8.42.” *Id.*

41. If the business judgment rule applies, a corporate or business trust decision maker cannot be held “responsible for mere errors of judgment or want of prudence short of ‘clear and gross negligence.’”⁴⁰

42. The business judgment rule can only be claimed by disinterested directors.⁴¹ Because Zhou was not a disinterested director, she cannot claim the protections of the business judgment rule.⁴²

43. Further, the business judgment rule does not apply where the decision maker did not act in good faith.⁴³

³⁸ *Finnegan v. Baker*, 2012 Mass. Super. LEXIS 306, at *80-81 (Oct. 18, 2012) (quoting *Aronson v. Lewis*, 473 A.2d 805, 812 (Del. 1984)).

³⁹ *Haleblian v. Bery*, 457 Mass. 620, 627 n. 11 (2010) (applying business judgment rule to derivative action on behalf of corporation under G.L. c. 156D, § 7.44).

⁴⁰ *Uccello v. Gold’n Foods, Inc.*, 325 Mass. 319, 321 (1950), quoting *Spiegel v. Beacon Participations, Inc.* 297 Mass. 398, 410–412 (1937).

⁴¹ *Finnegan*, 2012 Mass. Super. LEXIS 306 at *80.

⁴² *See id.*

⁴³ *See Harhen v. Brown*, 431 Mass. 838, 847 (2000).

44. The actions of a director are protected by the business judgment rule unless a plaintiff proves that the director breached his fiduciary duty of loyalty, good faith, or due care.⁴⁴

45. Zhou kept or tried to keep information about certain bank accounts of KL China secret from KL US. Zhou further shared KL US's confidential information with Frank Zhou without any legitimate justification. By and through this conduct, Zhou was not acting in good faith and did not reasonably believe she was acting in KL's best interests. Therefore, Zhou cannot rely on the business judgment rule to avoid liability for her conduct.

II. Conversion

46. "Conversion is the 'wrongful exercise of dominion or control over the personal property of another.'"⁴⁵

47. KL US supplied Zhou with a credit card to be used for business purposes. Though Zhou was authorized to use the credit card for business purposes, she was not authorized to use the credit card to for personal expenses or non-business purchases.

48. Nonetheless, Zhou used the credit card to purchase personal items and pay personal expenses in excess of \$8,500. This conduct harmed KL US and constitutes a conversion of KL US's assets.⁴⁶

49. Further, Zhou improperly took control of three of KL US's bank accounts. Zhou acted intentionally to control the funds in these accounts and had no right to possess the funds at the time. This conduct harmed the KL Parties.

⁴⁴ *McMullin v. Beran*, 765 A.2d 910, 917 (Del. 2000).

⁴⁵ *Waxman v. Waxman*, 84 Mass. App. Ct. 314, 321 (2013), *quoting Cahaly v. Benistar Property Exch. Trust Co.*, 68 Mass. App. Ct. 668, 679 (2007).

⁴⁶ *See id.*

50. “It is no defence to an action for conversion that a defendant who exercised dominion over the goods did so in good faith, reasonably being mistaken in thinking the facts to be such as would give him a legal right to the goods. The exercise of due care does not excuse a conversion.”⁴⁷

A. Damages

51. Lin and Gao are entitled to recover damages they suffered as a result of Zhou’s conversion. Specifically, Zhou must compensate Lin and Gao for the harm that the conversion caused.⁴⁸

52. Lin and Gao are entitled to recover monetary damages for the fair market value of the bank accounts at the time Zhou took control of them.⁴⁹

53. Lin and Gao are also entitled to recover for any reasonably foreseeable expenses they incurred as a result of Zhou’s conversion.⁵⁰

⁴⁷ *Row v. Home Sav. Bank*, 306 Mass. 522, 525 (1940) (internal citations omitted).

⁴⁸ See, e.g., *Joy Stevens of California v. Plymouth Finishing Co.*, 355 Mass. 390, 394 (1969) (finding plaintiff “entitled to the fair market value of the goods at the time of conversion”); *Jackson v. Innes*, 231 Mass. 558, 560-61 (1919) (“ordinarily the measure of damages in an action for conversion is the fair and reasonable market value of the property with interest, or what the property was actually worth if there is no market value, or the special value to the owner if the article had an inappreciable commercial value”).

⁴⁹ *Id.*; see *George v. Coolidge Bank & Trust Co.*, 360 Mass. 635, 641 (1971) (“In an action for damages for the conversion of stock, or for breach of a contract to deliver stock, the measure of damages is the fair market value at the time of conversion or failure to deliver, with interest”); *Clapp v. Haynes*, 11 Mass. App. Ct. 895, 897 (1980). In an appropriate case, the judge should instruct the jury to disregard alterations made by the defendant to the converted property. *Welch v. Kosasky*, 24 Mass. App. Ct. 402, 404 (1987) (damages for conversion of valuable antiques were equal to the difference between the value of the items at the time they were returned and the appreciated value they would have had then but for alterations made by the converter.).

⁵⁰ This includes expenses incurred in attempting to locate and recover the property. See *Jackson v. Innes*, 231 Mass. 558 (1919) (restoration cost). Cf. *Welch*, 24 Mass. App. Ct. at 407 (discussing award of fees for services of an attorney whose efforts resulted in return of the converted property).

III. Civil Conspiracy

54. KL US claims that Zhou is liable for concerted action conspiracy.⁵¹ To prevail on a claim for conspiracy, KL US must prove each of the following elements is more likely true than not true: (1) Zhou and Frank Zhou made an agreement with one another to breach fiduciary duties owed to KL US; (2) Zhou and Frank Zhou intended to commit an act they knew was unlawful; (3) Zhou and Frank Zhou intended to harm KL US; (4) Zhou and Frank Zhou in fact committed an act in accordance with their agreement that breached fiduciary duties to KL US; and (5) the unlawful act caused KL US economic loss.⁵²

55. It is not enough that the alleged conspirators knew of an intended wrongful act. They had to agree to achieve it. Unless there is such a meeting of the minds, the independent acts of two or more alleged wrongdoers do not amount to a conspiracy.⁵³

56. Here, there was an express or implied agreement between Zhou and Frank Zhou (and other conspirators, Wang Long and Judy Zhao).⁵⁴

⁵¹ “Massachusetts law recognizes two distinct theories of liability under the umbrella term of ‘civil conspiracy’: ‘concerted action’ conspiracy, and ‘true conspiracy’ based on coconspirators exerting ‘some peculiar power of coercion.’” *Greene v. Philip Morris USA Inc.*, 491 Mass. 866, 871 (2023) (internal citations omitted).

⁵² *Kyte v. Philip Morris Inc.*, 408 Mass. 162, 166-70 (1990); *Kurker v. Hill*, 44 Mass. App. Ct. 184, 188-90 (1998).

⁵³ *Choate v. County of Orange*, 86 Cal.App.4th 312, 333 (2000).

⁵⁴ *Kyte v. Philip Morris Inc.*, 408 Mass. 162, 167-68 (1990).

57. Zhou and Frank Zhou agreed with one another to breach fiduciary duties owed to KL US. Zhou and Frank Zhou knew that the acts contemplated by this agreement were unlawful and intended to harm KL US.^{55,56}

58. Zhou and Frank Zhou each committed one or more acts that breached their fiduciary duties to KL US as a shareholder of KL US.⁵⁷

59. KL US must prove that it is more likely than not that breach of fiduciary duty under a conspiracy caused KL US economic loss. Economic loss refers to pecuniary harm or monetary loss proximately caused by the breach of fiduciary duty.⁵⁸

60. “[A] statement made by a coconspirator or joint venturer may be admitted for its truth against the other coconspirators or joint venturers.”⁵⁹

61. While generally such statements must be made during and in furtherance of the joint venture, in certain circumstances “statements of joint venturers may be admissible even if the statements preceded the joint venture.”⁶⁰

⁵⁵ Restatement (Third) of Torts; Liability for Economic Harm § 27, comment f (“Joining a conspiracy is an intentional act. . . . Likewise, to conspire is to plan a deliberate wrong.”); *Taylor v. American Chemistry Council*, 576 F.3d 16, 35 (1st Cir. 2009); *Robinson v. Bodoff*, 355 F.Supp.2d 578, 585 (D. Mass. 2005) (civil conspiracy requires proof of intentional conduct).

⁵⁶ Restatement (Third) of Torts; Liability for Economic Harm § 27, comment f (“Joining a conspiracy is an intentional act. . . . Likewise, to conspire is to plan a deliberate wrong.”); *Taylor v. American Chemistry Council*, 576 F.3d 16, 35 (1st Cir. 2009); *Robinson v. Bodoff*, 355 F.Supp.2d 578, 585 (D. Mass. 2005) (civil conspiracy requires proof of intentional conduct).

⁵⁷ *Berdell v. Wong*, 89 Mass. App. Ct. 1109 (2016) (judge properly dismissed civil conspiracy claim on summary judgment where there was insufficient evidence of an underlying tort).

⁵⁸ *Santiago v. Sherwin Williams Co.*, 3 F.3d 546, 552 (1st Cir. 1993).

⁵⁹ *Commonwealth v. Mattier (No. 2)*, 474 Mass. 261, 276-277 (2016).

⁶⁰ *Commonwealth v. Samia*, 492 Mass. 135, 143 n. 3 (2023).

62. This exception exists “where statements involving preparation to enter the joint venture or where statements of intent to join a joint venture are relevant and necessary to understand the history of the joint venture.”⁶¹

63. Because Zhou, Frank Zhou, Wang Long, and Judy Zhao are co-conspirators, statements of Frank Zhou, Wang Long, and Judy Zhao made in furtherance of the conspiracy are considered to be statements of the opposing party and, therefore, are not hearsay.⁶²

IV. Contempt of September 13, 2018 Order

64. On September 13, 2018, the Court entered a preliminary injunction stating the following:

- a. “Defendant May Zhou (“Defendant”) and any of her agents or representatives are restrained and precluded from transferring, distributing, withdrawing, pledging, alienating, spending or otherwise disposing of any funds or assets of KnowledgeLink, Chongqing Nuolin, Chongqing KL, Chongqing Beituumengqi, or KnowledgeLink International School of Chongqing Bashu.
- b. Defendant shall submit to Plaintiff and this Court no later than (5) five business days after the issuance of this Order a full and complete accounting of all bank accounts, securities accounts, sources of funds, and other assets in Defendant's possession, custody or control related to KnowledgeLink, Chongqing Nuolin, Chongqing KL, Chongqing Beituumengqi, or KnowledgeLink International

⁶¹ *Id.*, citing *Commonwealth v. Rakes*, 478 Mass. 22, 38-40 (2017).

⁶² Mass. Guide Evid. § 801(d)(2)(E) (statement is not hearsay if it “is offered against an opposing party and was made by the party’s coconspirator or joint venturer during the cooperative effort and in furtherance of its goal, if the existence of the conspiracy or joint venture is shown by evidence independent of the statement”).

School of Chongqing Bashu, or any other entity in China over which Defendant has custody or control.

- c. Defendant is restrained and precluded from directly or indirectly engaging in any activity that competes with the business of KnowledgeLink, Chongqing Nuolin, Chongqing KL, or KnowledgeLink International School of Chongqing Bashu.
- d. Defendant is restrained and precluded from directly or indirectly engaging in any activity that interferes with the business of KnowledgeLink, Chongqing Nuolin, Chongqing KL, or KnowledgeLink International School of Chongqing Bashu.”⁶³

65. Following entry of the September 2018 Order, Zhou worked with Frank Zhou to remove KL US’s control of the KLIS board of trustees by replacing the trustees with individuals who have no relation to KL US and are instead loyal to Zhou.

66. Zhou replaced the trustees surreptitiously, without Lin and Gao’s knowledge or consent.

67. On March 19, 2020, Zhou signed and submitted an Application for Registration of KL International School of Chongqing Bashu [KLIS] to the Ministry of Civil Affairs of the People’s Republic of China (the “2020 Application”). In doing so, Zhou ratified Frank Zhou’s control of KL China, misled Chinese officials into believing that KLIS had been established under her control and authority rather than on behalf of KL US, and modified KLIS’s charter in ways that were harmful to KL US.

68. Further, in May 2019 Beijing Nuolin transferred its ownership of the tradename “KLIS” to Chongqing Beituomengqi, the company Frank Zhou owns, at Zhou’s direction.

⁶³ September 13, 2018 Order (Sanders, J.) (“September 2018 Order”), pp. 1-3.

69. By and through the above conduct, Zhou is in contempt of this Court's September 2018 Order.⁶⁴

70. "A court with equity jurisdiction has broad and flexible powers to fashion remedies."⁶⁵

71. "These powers are broad and flexible, and extend to actions necessary to afford any relief in the best interests of a person under their jurisdiction."⁶⁶

The KL Parties' Defenses Against Zhou's Claims

V. Unclean Hands

72. "She who comes into equity must come with clean hands' Thus 'the doors of equity' are closed 'to one tainted with inequitableness or bad faith relative to the matter in which she seeks relief, however improper may have been the behavior of the' other party."⁶⁷

73. This requires that the party seeking equitable relief "shall have acted fairly and without fraud or deceit as to the controversy in issue."⁶⁸

74. Zhou has acted unfairly, and with fraud and deceit by usurping control of KLIS away from KL China and breaching her fiduciary duties to KL US. Therefore, Zhou cannot avail herself of any equitable remedies.⁶⁹

⁶⁴ See September 2018 Order; see also *In re Birchall*, 454 Mass. 837, 838-839 (2009) (requiring that "a civil contempt finding be supported by clear and convincing evidence of disobedience of a clear and unequivocal command").

⁶⁵ *Recinos v. Escobar*, 473 Mass. 734, 740 (2016), quoting *Judge Rotenberg Educ. Ctr., Inc. v. Commissioner of the Dep't of Mental Retardation (No. 1)*, 424 Mass. 430, 463 (1997).

⁶⁶ *Recinos v. Escobar*, 473 Mass. 734, 741 (2016), quoting *Matter of Moe*, 385 Mass. 555, 561 (1982).

⁶⁷ *Fidelity Mgmt. & Research Co. v. Ostrander*, 40 Mass. App. Ct. 195, 200 (1996), quoting *United States v. Perez-Torres*, 15 F.3d 403, 407 (5th Cir. 1994), quoting from *Precision Instrument Mfg. Co. v. Automotive Maintenance Mach. Co.*, 324 U.S. 806, 814 (1945).

⁶⁸ *Fidelity Mgmt. & Research Co.*, 40 Mass. App. Ct. at 200, quoting *Precision Instrument Mfg. Co.*, 324 U.S. at 814-815.

⁶⁹ See e.g., *Fidelity Mgmt. & Research Co.*, 40 Mass. App. Ct. at 200.

VI. Breach of Fiduciary Duty

75. To prevail on her claims, Zhou must prove that the challenged action of Lin and Gao lacked a legitimate business purpose or that the same legitimate objective could have been achieved with actions less harmful to Zhou's personal interests.⁷⁰

76. The fiduciary duties that shareholders in a closely held corporation owe to one another "is not intended to place a strait jacket on legitimate corporate activity."⁷¹

77. "[T]he controlling group in a close corporation must have some room to maneuver in establishing the business policy of the corporation. It must have a large measure of discretion, for example, in declaring or withholding dividends ... establishing the salaries of corporate officers, dismissing directors with or without cause, and hiring and firing corporate employees."⁷²

78. "[D]ischarging a shareholder who neglects his duties or who disrupts company business is not a breach of fiduciary duty. There is no legal requirement to keep a disruptive or idle employee on the payroll."⁷³

79. A fiduciary does not breach his or her fiduciary duty if he or she acted in a good faith belief that his or her actions were loyal to KnowledgeLink's best interests or if the fiduciary exercised reasonable judgment.⁷⁴

⁷⁰ *Zimmerman v. Bogoff*, 402 Mass. 650, 657 (1988).

⁷¹ *Id.* at 657.

⁷² *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842, 851 (1976);

⁷³ *Pulsifer v. BitFlow Inc.*, 2001 WL 170453 *19 (Mass. Super. Ct. 2001), *judgment aff'd by Pulsifer v. Bitflow, Inc.*, 60 Mass. App. Ct. 1103 (Nov. 21, 2003) (Rule 1:28 Order).

⁷⁴ *Zimmerman v. Bogoff*, 402 Mass. 650, 657 (1988); *Sagalyn v. Meekinns, Packard & Wheat, Inc.*, 290 Mass. 434 439 (1935).

80. Lin and Gao, who were the majority shareholders in KnowledgeLink, a closely held corporation, “must have some room to maneuver in establishing the business policy of the corporation.”⁷⁵

81. Protecting corporate assets from misappropriation and undertaking reasonable efforts to recover such assets are legitimate corporate activities.⁷⁶

82. The majority shareholders cannot be liable for failure to consider a less harmful alternative that is not brought to their attention before the challenged conduct is undertaken. In other words, a minority shareholder - here, Zhou - must propose practicable less harmful alternatives contemporaneously, not after the fact.⁷⁷

A. Aiding and Abetting a Breach of Fiduciary Duty (Gao)

83. Gao can only be liable for aiding and abetting a breach of fiduciary duty if Zhou establishes, in the first instance, that Lin breached a fiduciary duty to Zhou.⁷⁸ Because Lin did not breach a fiduciary duty to Zhou, Gao cannot be liable for aiding and abetting.

84. In the alternative, to the extent the Court finds that Lin breached a fiduciary duty to Zhou, Zhou must prove that Gao knew of the specific breach of fiduciary duty by Lin.⁷⁹

85. Zhou must also prove that Gao actively participated or substantially assisted in or encouraged the breach to the degree that he could not reasonably be held to have acted in good faith.

⁷⁵ *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842, 851-52 (1976); *Merola v. Exergen Corp.*, 423 Mass. 461-66 (1966).

⁷⁶ *See Tocci v. Tocci*, 490 Mass. 1, 3-5 (2022) (conversion of corporate assets by officer of closely held corporation); *Allied Freightways v. Cholfin*, 325 Mass. 630, 631 (1950).

⁷⁷ *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842, 851 (1976); *Leader v. Hycor*, 395 Mass. 215, 220 (1985).

⁷⁸ *Arcidi v. Nat'l Ass'n of Govt. Employees, Inc.*, 447 Mass. 616, 623 (2006).

⁷⁹ *Arcidi v. Nat'l Ass'n of Govt. Employees, Inc.*, 447 Mass. 616, 623 (2006).

86. Gao's good faith is a complete defense to this claim. Because Gao acted in good faith, he cannot be held liable for aiding and abetting.⁸⁰

B. Damages Required

87. To prevail on her claims of breach of fiduciary duty, Zhou must prove that the breach caused her loss or harm.

88. Zhou has the burden of proving the dollar amount of harm or loss caused by a breach of fiduciary duty by Lin and Gao.

89. Because Zhou cannot prove that Lin and Gao's alleged breaches of fiduciary duty caused her harm, Zhou cannot prevail on her claims.⁸¹

C. Removal of Lin and Gao as Directors

90. While it is within the Court's equitable powers to "remove a corporate director for breach of fiduciary duty when necessary to protect the interests of a close corporation and its minority shareholders,"⁸² in general Massachusetts courts "have been disinclined to interfere in those facts of internal corporate operations, such as the selection and retention or dismissal of officers, directors and employees, which essentially involve management decisions subject to the principle of majority control."⁸³

91. The breaches of fiduciary duty must be "so egregious as to warrant judicial interference in the composition of the Board of Directors."⁸⁴

⁸⁰ *Arcidi v. Nat'l Ass'n of Govt. Employees, Inc.*, 447 Mass. 616, 623-24 (2006).

⁸¹ See, e.g., *O'Brien v. Pearson*, 449 Mass. 377, 388 (2007) ("The question is whether the facts prove within a reasonable degree of certainty that the breach, i.e., the wrongful conduct of the defendants, caused [plaintiff] to suffer the damages he sought to establish.").

⁸² *Ellis v. Varney*, 2003 Mass. Super. LEXIS 479, *151 (Mass. Sup. Ct. 2003), citing *Demoulas v. Demoulas*, 1996 Mass. Super. LEXIS 735, 1996 WL 511519 (Mass. Sup. Ct. 1996).

⁸³ *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842, 849 (1976).

⁸⁴ *Ellis*, 2003 Mass. Super. at 151.

92. Because Zhou has not established a breach of fiduciary duty against Lin and Gao, she cannot prevail on her request that they be removed as shareholders.⁸⁵

93. In the alternative, Zhou has not established that Lin and Gao are not managing KL US “in accordance with the wishes of a majority of its shareholders and generally for the best interests of the corporation,” that they will disregard her interests as a shareholder in the future, or that her ownership interest in KL US will “be of no value to her if the current directors remain in office.”⁸⁶

VII. Civil Conspiracy (against Lin and Gao)

94. Zhou claims that Lin and Gao are liable for concerted action conspiracy.⁸⁷

95. Zhou must prove Lin and Gao each committed one or more acts that breached their fiduciary duties to Zhou as a shareholder of KnowledgeLink. Zhou cannot recover on her civil conspiracy claim if she has not proved there was a breach of fiduciary duty.⁸⁸

96. To prevail on her claim for conspiracy, Zhou must prove each of the following elements is more likely true than not true: (1) Lin and Gao made an agreement with one another to breach fiduciary duties owed to Zhou; (2) Lin and Gao intended to commit an act they knew was unlawful; (3) Lin and Gao intended to harm Zhou; (4) Lin and Gao in fact committed an act

⁸⁵ *Ellis v. Varney*, 2003 Mass. Super. LEXIS 479, *151 (Mass. Sup. Ct. 2003), citing *Demoulas v. Demoulas*, 1996 Mass. Super. LEXIS 735, 1996 WL 511519 (Mass. Sup. Ct. 1996).

⁸⁶ *Ellis*, 2003 Mass. Super. at 151.

⁸⁷ “Massachusetts law recognizes two distinct theories of liability under the umbrella term of ‘civil conspiracy’: ‘concerted action’ conspiracy, and ‘true conspiracy’ based on coconspirators exerting ‘some peculiar power of coercion.’” *Greene v. Philip Morris USA Inc.*, 491 Mass. 866, 871 (2023) (internal citations omitted). Zhou has alleged (in Count IV of her Second Amended Complaint) only the former.

⁸⁸ *Berdell v. Wong*, 89 Mass. App. Ct. 1109 (2016) (judge properly dismissed civil conspiracy claim on summary judgment where there was insufficient evidence of an underlying tort).

in accordance with their agreement that breached fiduciary duties to Zhou; and (5) the unlawful act caused Zhou economic loss.⁸⁹

97. Zhou must prove there was an express or implied agreement between Lin and Gao.⁹⁰

98. It is not enough that the alleged conspirators knew of an intended wrongful act. They had to agree to achieve it. Unless there is such a meeting of the minds, the independent acts of two or more alleged wrongdoers do not amount to a conspiracy.⁹¹

99. Zhou must prove Lin and Gao knew that the acts contemplated by their agreement were unlawful.⁹²

100. Zhou must prove Lin and Gao knew that the acts contemplated by their agreement were intended to harm Zhou.⁹³

101. Zhou must prove that it is more likely than not that breach of fiduciary duty under a conspiracy caused Zhou economic loss. Economic loss refers to pecuniary harm or monetary loss proximately caused by the breach of fiduciary duty.⁹⁴

⁸⁹ *Kyte v. Philip Morris Inc.*, 408 Mass. 162, 166-70 (1990); *Kurker v. Hill*, 44 Mass. App. Ct. 184, 188-90 (1998).

⁹⁰ *Kyte v. Philip Morris Inc.*, 408 Mass. 162, 167-68 (1990).

⁹¹ *Choate v. County of Orange*, 86 Cal.App.4th 312, 333 (2000).

⁹² Restatement (Third) of Torts; Liability for Economic Harm § 27, comment f (“Joining a conspiracy is an intentional act. . . . Likewise, to conspire is to plan a deliberate wrong.”); *Taylor v. American Chemistry Council*, 576 F.3d 16, 35 (1st Cir. 2009); *Robinson v. Bodoff*, 355 F.Supp.2d 578, 585 (D. Mass. 2005) (civil conspiracy requires proof of intentional conduct).

⁹³ Restatement (Third) of Torts; Liability for Economic Harm § 27, comment f (“Joining a conspiracy is an intentional act. . . . Likewise, to conspire is to plan a deliberate wrong.”); *Taylor v. American Chemistry Council*, 576 F.3d 16, 35 (1st Cir. 2009); *Robinson v. Bodoff*, 355 F.Supp.2d 578, 585 (D. Mass. 2005) (civil conspiracy requires proof of intentional conduct).

⁹⁴ *Santiago v. Sherwin Williams Co.*, 3 F.3d 546, 552 (1st Cir. 1993).

102. Corporate officers and directors cannot be found liable for civil conspiracy unless they act outside the scope of their duties as officers and directors. Zhou therefore has the burden of proving that Lin and Gao acted outside the scope of their duties.⁹⁵

VIII. Breach of Contract (Lin)

103. Zhou alleges that she and Lin agreed as shareholders that (i) Zhou had the right to operate KnowledgeLink autonomously, independent of control by the KnowledgeLink board of directors and (ii) that Zhou was entitled to receive a greater share of KnowledgeLink's profits, and that Lin breached that alleged contract. Zhou must prove (1) a valid contract was formed between Lin and Zhou, (2) the contract was supported by valid consideration, (3) Lin materially breached the contract, and (4) Zhou incurred reasonably foreseeable damages as a consequence of the material breach.⁹⁶

104. Zhou alleges that "[t]here was a valid contract between [Lin] and [Zhou] wherein [Lin] promised [Zhou] that in exchange for Jim's waiver of his contract claims for unpaid earnings, [Zhou] would have autonomy to operate KnowledgeLink and receive a greater share of its profits."⁹⁷

105. Zhou is bound by the allegation in her complaint, which specifically alleges that Zhou and Lin were the only parties to the alleged contract.⁹⁸ Therefore, Zhou cannot assert that

⁹⁵ Restatement (Third) of Torts; Liability for Economic Harm § 27, comment d ("[E]mployees of a corporation ordinarily cannot form a conspiracy . . . with each other. A corporation acts through its employees; they are its agents. A claim that they conspired with each other therefore amounts to a claim that the corporation conspired with itself, which is an impossibility. Liability of a corporate agent for conspiracy can therefore be sustained only by showing that one or more of the agents acted outside the scope of their employment, or (what is often the same thing) that they acted for their own benefit rather than for the benefit of the corporation.").

⁹⁶ *Bulwer v. Mount Auburn Hosp.*, 473 Mass. 672, 690 (2016).

⁹⁷ Second Amended Complaint ¶ 123.

⁹⁸ Memorandum and Order on Summary Judgment, Dkt. 91, June 15, 2022 (Salinger, J.) ("Order on Summary Judgment"), p. 13, *citing* G.L. c. 231, § 87 ("In any civil action pleadings ... shall

Gao was a party to the alleged contract before he became a shareholder, and that therefore this was not a shareholder's agreement.⁹⁹

106. Massachusetts law permits shareholders to enter into agreements that “eliminate[] the board of directors or restrict[] the discretion or powers of the board of directors.”¹⁰⁰ Similarly, shareholders may enter into agreements “govern[ing] the authorization or making of distributions whether or not in proportion to ownership of shares.”¹⁰¹ And shareholders may enter into agreements “establish[ing] who shall be directors or officers of the corporation, or their terms of office or manner of selection or removal.”¹⁰²

107. For such agreements to be enforceable, however, they must be “set forth (i) in the articles of organization or bylaws and approved by all persons who are shareholders at the time of the agreement or (ii) in a written agreement that is signed by all persons who are shareholders at the time of the agreement and is made known to the corporation.”¹⁰³

108. Zhou's alleged contract to limit the board's discretion and the majority shareholder's power was not set forth in KL's articles of organization or bylaws; therefore, it is enforceable only if it was memorialized “in a written agreement that is signed by all persons who are shareholders at the time of the agreement and is made known to the corporation.”¹⁰⁴

bind the party marking them.”); *Adiletto v. Brockton Cut Sole Corp.*, 322 Mass. 110, 112 (1947) (this statute provides that “facts admitted in pleadings” are “conclusive upon” the party making them).

⁹⁹ *See id.*

¹⁰⁰ Mass. Gen. L. Ch. 156D § 7.32(a)(1).

¹⁰¹ Mass. Gen. L. Ch. 156D § 7.32(a)(2).

¹⁰² Mass. Gen. L. Ch. 156D § 7.32(a)(3).

¹⁰³ Mass. Gen. L. Ch. 156D § 7.32(b)(1).

¹⁰⁴ Order on Summary Judgment, p. 13, *citing* G.L. c. 156D, § 7.32(b)(1)(ii).

109. Zhou cannot alter the terms of any written agreement with evidence of communications that are not “themselves reflected in a writing signed by all shareholders or otherwise adopted in conformance with § 7.32.”¹⁰⁵

110. Because Zhou has failed to prove the existence of such written agreement, then Zhou cannot prevail on her breach of contract claim against Lin.¹⁰⁶

111. Zhou alleges that the parties are bound by an agreement contained in several emails. “[T]he fact that one would ordinarily expect a particular transaction to be set forth in a carefully written document ‘justifies a strong inference that the parties do not intend to be bound by earlier negotiations or agreements until the final terms are settled.’”¹⁰⁷

112. Zhou’s alleged contract to receive a greater than 30% share of KL US’s profits was a shareholder agreement requiring “a writing . . . under § 7.32(a)(2).”¹⁰⁸

113. Zhou’s alleged contract receive a greater than 30% share of KL US’s profits was not set forth in KL’s articles of organization or bylaws; therefore, it is enforceable only if it was memorialized “in a written agreement that is signed by all persons who are shareholders at the time of the agreement and is made known to the corporation.”¹⁰⁹

114. Because Zhou has failed to prove the existence of such written agreement, Zhou cannot prevail on her breach of contract claim against Lin.¹¹⁰

¹⁰⁵ Preliminary Order on Motions, Dkt. No. 159, at 15, citing *Sound Techniques, Inc. v. Hoffman*, 50 Mass. App. Ct. 425, 429 (2000).

¹⁰⁶ See Mass. Gen. L. Ch. 156D §7.32; Preliminary Order on Motions, Dkt. No. 159, at 15, citing *Sound Techniques, Inc. v. Hoffman*, 50 Mass. App. Ct. 425, 429 (2000).

¹⁰⁷ *Lambert v. Fleet Nat’l Bank*, 449 Mass. 119, 126 (2007) quoting *Tull v. Mister Donut Dev. Corp.*, 7 Mass. App. Ct. 626, 630 (1979).

¹⁰⁸ Preliminary Order on Motions, Dkt. No. 159, at 16.

¹⁰⁹ Order on Summary Judgment, p. 13, citing G.L. c. 156D, § 7.32(b)(1)(ii).

¹¹⁰ See Mass. Gen. Laws c. 156D, §7.32.

115. KL US owned all of KL China's stock. That ownership allowed KL US to control KL China.¹¹¹

116. Under Massachusetts law, no one may transfer all or substantially all of the assets of a Massachusetts corporation unless certain conditions are met before the transfer. Specifically, Massachusetts law requires a corporation's board of directors to determine the terms, conditions, and price for such sales, and must approve the sale.¹¹²

117. Before a board of directors approves the transfer of all or substantially all the assets of the corporation it directs, the shareholders must also separately approve the transfer. Shareholder approval requires the affirmative vote of two thirds "of all shares that under the articles are entitled generally to vote on the matter."¹¹³

¹¹¹ See *N. Am. Co. v. Sec. & Exch. Comm'n*, 327 U.S. 686, 701 (1946) ("The dominant characteristic of a holding company is the ownership of securities by which it is possible to control or substantially to influence the policies and management of one or more operating companies in a particular field of enterprise.")

¹¹² See Mass. Gen. L. Ch. 156D § 12.02(a); *Bloomberg v. Greylock Broadcasting Co.*, 342 Mass. 542, 548 (1961) (concluding the president and general manager of a broadcasting corporation did not have authority to sell a television station, "a substantial part of its assets, needed for the conduct of its business"); *Stoneman v. Fox Film Corp.*, 295 Mass. 419, 425 (1936) (the president, although authorized to act as a general manager on behalf of a film company, was not authorized to commit the company to the purchase of a theatre, an extraordinary transaction which involved a large financial commitment).

¹¹³ Mass. Gen. Laws Ch. 156D, § 12.02(e) states:

Unless (1) a greater percentage vote, or one or more additional separate voting groups, is required by the articles of organization, pursuant to subsection (a) of section 7.27, by the bylaws, pursuant to section 10.21, or by the board of directors, acting pursuant to subsection (c) of section 12.02, or (2) the articles provide for a lesser percentage vote, in accordance with subsection (b) of section 7.27, approval of the transaction requires the affirmative vote of two-thirds of all the shares entitled generally to vote on the matter by the articles of organization, and in addition two-thirds of the shares in any voting group entitled to vote separately on the matter by the articles, by the bylaws, or by action of the board of directors pursuant to subsection (c) of section 12.02.

IX. Interference with Advantageous Business Relationships

118. To prevail on this claim, Zhou must prove each of the following elements is more likely true than not true: that (1) she had a business relationship for economic benefit with a third party, (2) Lin and Gao knew of the relationship, (3) Lin and Gao interfered with the relationship through improper motive or means, (4) Zhou's loss of advantage resulted directly from Lin and Gao's conduct, and (5) Zhou suffered damage.¹¹⁴

119. Corporate officials acting within the scope of their employment responsibilities are privileged to act unless they do so out of malevolence, that is, with actual malice.¹¹⁵

120. Because Zhou is accusing corporate officers and directors Lin and Gao of interference, the only question to consider is whether the controlling factor in the alleged interference was actual malice.¹¹⁶

121. Actual malice in this context requires Zhou to prove that Lin and Gao's behavior rose to the level of personal hostility or ill-will.¹¹⁷ Because Zhou has failed to prove that Lin and

¹¹⁴ *Kurker v. Hill*, 44 Mass. App. Ct. 184, 191 (1998).

¹¹⁵ *Gram v. Liberty Mut. Ins. Co.*, 384 Mass. 659, 663-64 (1981) (The "rule assigning liability to corporate officials only when their actions are motivated by actual, and not merely implied, malice has particular force because 'their freedom of action directed toward corporate purposes should not be curtailed by fear of personal liability.'"). The Supreme Judicial Court has defined the term "corporate official" "expansively." See *Blackstone v. Cashman*, 448 Mass. 255, 266-267 (2007) ("a corporate director, whatever the frequency of his involvement in day-to-day operations, has an important interest in and responsibility for the conduct of business by the company's corporate officers. A director therefore qualifies as a corporate official for purposes of the tort of intentional interference with advantageous relations, when he acts in furtherance of a legitimate corporate purpose.").

¹¹⁶ *Blackstone v. Cashman*, 448 Mass. 255, 268 (2007) (when the defendant is a corporate officer, the actual malice standard in effect replaces the disjunctive analysis 'improper in motive or means' with a single question, whether the controlling factor in the alleged interference was actual malice").

¹¹⁷ *Sklar v. Beth Israel Deaconess Med. Ctr.*, 59 Mass. App. Ct. 550, 554 (2003); accord *Weber v. Community Teamwork, Inc.*, 434 Mass. 761, 783 (2001) (defendant's "behavior must rise to the level of personal hostility or ill-will to satisfy the actual malice standard").

Gao acted with actual malice, i.e, with malevolence, personal hostility or ill-will toward Zhou, Zhou cannot prevail on her claim for tortious interference.

122. Further, Zhou must also prove Lin and Gao's conduct caused Zhou to suffer economic harm in order to prevail on this claim.¹¹⁸ Because Zhou has failed to prove economic harm, she cannot prevail on her claim.

X. Defamation

123. Lin and Gao can only be liable for defamation if Zhou proves that (1) Lin and Gao "published a defamatory statement" about Zhou, (2) "the statement was a false statement of fact (as opposed to opinion)," (3) Lin and Gao were "at fault for making the statement and any privilege that may have attached was abused," and (4) either Zhou suffered damages as a result, "or the statement was of the type that is actionable without proof of economic loss."¹¹⁹

124. The fact of publication cannot be assumed or based on rumor; rather, Zhou must prove that each defamatory statement was made to, and heard by, the third party.¹²⁰

A. No Damages Allowed for Statements of Opinion

125. To constitute defamation, the applicable statement must be a statement of fact, not opinion. The law does not allow damages for merely stating one's opinion, regardless of how ridiculing, contemptuous, derogatory or unjustified the opinion may be.¹²¹

¹¹⁸ *Psy-Ed Corp. v. Klein*, 459 Mass 697, 715-716 (2011) and cases cited therein.

¹¹⁹ *Downey v. Chutehall Const. Co., Ltd.*, 86 Mass. App. Ct. 660, 663 (2014).

¹²⁰ Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) § 6.2.1; *Tosti v. Ayik*, 394 Mass. 482, 497-498 (1985) (citations omitted); *Soto-Lebron v. Fed. Express Corp.*, 538 F.3d 45, 66-67 (1st Cir. 2008); *Elicier v. Toys R Us, Inc.*, 130 F. Supp. 2d 307 (D. Mass. 2001).

¹²¹ Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) §§ 6.2.2; 6.2.4; *Phelan v. May Dep't Stores Co.*, 443 Mass. 52, 56 (2004) (citation omitted); *Ravnikar v. Bogojavlensky*, 438 Mass. 627, 629-630 (2003); *Welch v. Tellabs Operations, Inc.*, 60 Mass. App. Ct. 1108 (2003) (unpublished Rule 1:28 decision); *Dietz v. Bytex Corp.*, 1994 WL 879690 (Mass. Super. Apr. 5, 1994); *Battenfield v. Harvard Univ.*, 1993 WL 818920, at *6 n.5 (Mass. Super. Aug. 31, 1993); *Bianchi v. Commonwealth Childcare Corp.*, 2000 WL 1508175, at *3 (Mass. Super. Aug. 15,

126. An employer's subjective assessment of an employee is a nonactionable opinion. For example, an employer's statements that an employee is "not up to snuff," is "checked out" and "not in the game," "behaved unprofessionally," displays "incompetence, manipulateness, and dishonesty," or is "an intellectually and professionally inferior person," are all statements of opinion, and do not constitute defamation.¹²²

127. Determining whether allegedly defamatory statements were statements of fact, rather than opinion, requires an examination of the statement in the totality of the circumstances in which it was published. This includes whether the statement is objectively verifiable.¹²³

2000); *Robinson v. Spencer Stuart, Inc.*, 2013 WL 3989672, at *8 (D. Mass. Aug. 5, 2013); *Scholz v. Delp*, 473 Mass. 242, 249-251 (2015) (citations omitted); *Petsch-Schmid v. Bos. Edison Co.*, 914 F. Supp. 697, 705 (D. Mass. 1996); *Cole v. Westinghouse Broad. Co.*, 386 Mass. 303, 312 (1982).

¹²² Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) §§ 6.2.2; 6.2.4; *Phelan v. May Dep't Stores Co.*, 443 Mass. 52, 56 (2004) (citation omitted); *Ravnikar v. Bogojavlensky*, 438 Mass. 627, 629-630 (2003); *Welch v. Tellabs Operations, Inc.*, 60 Mass. App. Ct. 1108 (2003) (unpublished Rule 1:28 decision); *Dietz v. Bytex Corp.*, 1994 WL 879690 (Mass. Super. Apr. 5, 1994); *Battenfield v. Harvard Univ.*, 1993 WL 818920, at *6 n.5 (Mass. Super. Aug. 31, 1993); *Bianchi v. Commonwealth Childcare Corp.*, 2000 WL 1508175, at *3 (Mass. Super. Aug. 15, 2000); *Robinson v. Spencer Stuart, Inc.*, 2013 WL 3989672, at *8 (D. Mass. Aug. 5, 2013); *Scholz v. Delp*, 473 Mass. 242, 249-251 (2015) (citations omitted); *Petsch-Schmid v. Bos. Edison Co.*, 914 F. Supp. 697, 705 (D. Mass. 1996); *Cole v. Westinghouse Broad. Co.*, 386 Mass. 303, 312 (1982).

¹²³ Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) §§ 6.2.2; 6.2.4; *Phelan v. May Dep't Stores Co.*, 443 Mass. 52, 56 (2004) (citation omitted); *Ravnikar v. Bogojavlensky*, 438 Mass. 627, 629-630 (2003); *Welch v. Tellabs Operations, Inc.*, 60 Mass. App. Ct. 1108 (2003) (unpublished Rule 1:28 decision); *Dietz v. Bytex Corp.*, 1994 WL 879690 (Mass. Super. Apr. 5, 1994); *Battenfield v. Harvard Univ.*, 1993 WL 818920, at *6 n.5 (Mass. Super. Aug. 31, 1993); *Bianchi v. Commonwealth Childcare Corp.*, 2000 WL 1508175, at *3 (Mass. Super. Aug. 15, 2000); *Robinson v. Spencer Stuart, Inc.*, 2013 WL 3989672, at *8 (D. Mass. Aug. 5, 2013); *Scholz v. Delp*, 473 Mass. 242, 249-251 (2015) (citations omitted); *Petsch-Schmid v. Bos. Edison Co.*, 914 F. Supp. 697, 705 (D. Mass. 1996); *Cole v. Westinghouse Broad. Co.*, 386 Mass. 303, 312 (1982).

B. Truth

128. A statement that is true, or substantially true, is not actionable as defamation. Because the allegedly defamatory statements made by Lin and Gao concerning Zhou were true or substantially true, this constitutes an absolute defense and Lin and Gao cannot be held liable for defamation.¹²⁴

129. In addition to demonstrating that the statements were not true, Zhou must show that Lin and Gao either (1) knew the allegedly defamatory statements were false or (2) acted in reckless disregard as to whether the allegedly defamatory statements were true or false or (3) acted negligently in failing to ascertain whether the allegedly defamatory statements were true or false before publishing them.¹²⁵

130. It is not enough for Zhou to show that the statements were not true; she must also show that Lin and Gao did not believe the statements were true.¹²⁶

131. Because Lin and Gao believed their words, and had some basis for that belief, Lin and Gao cannot be held liable for defamation.¹²⁷

C. Conditional Privilege

132. “A person is conditionally privileged to publish a defamatory statement if the [person making the defamatory statement] and the recipient share a common interest in the subject, and the statement is reasonably calculated to further or protect that interest.”¹²⁸

¹²⁴ Superior Court Model Jury Instructions, March 28, 2022, *Defamation Defenses*; *Dulgarian v. Stone*, 420 Mass. 843, 848 (1995), citing *Jones v. Taibbi*, 400 Mass. 786 (1987) (in order for statements to be actionable, “the plaintiffs must prove not only that the statement were defamatory but also that they were false.”)

¹²⁵ Superior Court Model Jury Instructions, March 28, 2022, *Defamation Liability - Private Person*.

¹²⁶ Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) § 6.2.

¹²⁷ Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) § 6.2.

¹²⁸ *Lawless v. Estrella*, 99 Mass. App. Ct. 16, 22-23 (2020).

133. “An employer has a conditional privilege ‘to publish defamatory material if the publication is reasonably necessary to the protection or furtherance of a legitimate business interest.’”¹²⁹

134. In the employment context, an employer has a legitimate interest in its employees’ job performance.¹³⁰

135. “An employer has a conditional privilege to disclose defamatory information concerning an employee when the publication is reasonably necessary to serve the employer’s legitimate interest in the fitness of an employee to perform his or her job.”¹³¹

136. Where it applies, the conditional privilege protects an employer against liability for statements about an employee that “may turn out not to be true.”¹³²

137. A statement is also conditionally privileged “if the publication is reasonably necessary to the protection or furtherance of a legitimate business interest.”¹³³ Here, Lin and Gao’s statements are privileged because such statements to KL China’s customers, partner schools, and business partners were reasonably necessary to the protection and furtherance of KL China’s legitimate business interests – specifically, the success of its business, preservation of valuable business relationships with KL China’s customers and partners.

¹²⁹ *Foley v. Polaroid Corp.*, 400 Mass. 82, 95-96 (1987) quoting *Bratt v. Intern’l Bus. Mach. Corp.*, 392 Mass. 508, 512-13 (1984); *Humphrey v. National Semiconductor Corp.*, 18 Mass. App. Ct. 132, 133 (1984) (disparaging an employee of a company with which defendant had a business relationship conditionally privileged).

¹³⁰ *Humphrey v. National Semiconductor Corp.*, 18 Mass. App. Ct. 132, 133 (1984) (disparaging an employee of a company with which defendant had a business relationship conditionally privileged).

¹³¹ *Bratt v. International Bus. Machs. Corp.*, 392 Mass. 508, 509 (1984).

¹³² *See Dexter’s Hearthside Rest., Inc. v. Whitehall Co.*, 24 Mass. App. Ct. 217, 222 (1987).

¹³³ *Bratt*, 392 Mass. at 512-513.

138. Because Lin and Gao's statements were reasonably necessary to the protection or furtherance of KL US's legitimate business interests, Lin and Gao cannot be liable for these statements.¹³⁴

139. A statement is also conditionally privileged "where the publisher and the recipient [of the statement] have a common interest, and the communication is of a kind reasonably calculated to protect or further it."¹³⁵ Here, Lin and Gao's statements to KL US's partner schools and business partners are privileged because KnowledgeLink and those partner schools and business partners shared a common interest in the success of their joint educational programs, and Lin's and Gao's statements furthered that common interest.

140. Because Lin or Gao made the statements at issue only to recipients with which KL US shares a common interest, and the statements were of a kind reasonably calculated to protect or further such interest, Lin and Gao cannot be liable for these statements.¹³⁶

141. Statements Lin and Gao made to police officers and administrative agencies for investigative purposes are privileged and Lin and Gao cannot be liable for these statements.¹³⁷

¹³⁴ See *id.*; *Foley v. Polaroid Corp.*, 400 Mass. 82, 94-95 (1987); *Zeigler v. Rater*, 939 F.3d 385 (1st Cir. 2019).

¹³⁵ *Sheehan v. Tobin*, 326 Mass. 185, 190-191 (1950).

¹³⁶ *Sheehan v. Tobin*, 326 Mass. 185, 190-191 (1950); *Sklar v. Beth Israel Deaconess Med. Ctr.*, 59 Mass. App. Ct. 550, 558 (2003); *Humphrey v. Nat'l Semiconductor Corp.*, 18 Mass. App. Ct. 132, 133 (1984).

¹³⁷ *Lei Yin v. Biogen, Inc.*, No. 14-12255-WGY, 2015 U.S. Dist. LEXIS 162920, at *15-16 (D. Mass. Dec. 4, 2015); *Allen v. St. Cabrini Nursing Home, Inc.*, 00 Civ. 8558 (CM), 2001 U.S. Dist. LEXIS 3340, at *15 (S.D.N.Y. Mar. 9, 2001) ("Statements submitted to administrative agencies are protected by absolute privilege"); *Lake-McIntosh v. Cadbury Bevs., Inc.*, 3:96-CV-2554 (EBB), 1999 U.S. Dist. LEXIS 12801, at *20 (D. Conn. June 24, 1999) ("Absolute immunity also extends to defamatory statements made in 'quasi-judicial' proceedings of 'administrative officers, such as boards and commissions, so far as they have powers of discretion in applying the law to the facts which are regarded as judicial or 'quasi-judicial,' in character.'"); *Payne v. Peter Kiewit Sons', Inc.*, No. 8:06CV686, 2007 U.S. Dist. LEXIS 24839, at *7 (D. Neb. Apr. 3, 2007) ("Under Nebraska law there is an absolute privilege granted to

142. Lin and Gao's statements made to headmasters, teachers, school administrators, and others regarding Zhou were privileged, as the information was reasonably necessary to serve KL China's legitimate business interests. Accordingly, even if Lin or Gao made false and defamatory statements of fact of and concerning Zhou, they are privileged if you conclude that Lin and Gao made the statements at issue in furtherance of KL China's legitimate business interests.¹³⁸

143. Privilege is a complete defense to defamation; because Lin and Gao's statements were privileged, they cannot be liable for defamation unless Zhou proves that Lin and Gao lost the privilege.¹³⁹

144. A conditional privilege can be lost only by publication of the statement with recklessness or malice in fact.¹⁴⁰

145. "Malice in fact which destroys the defense of privilege must be taken to mean that the defamatory words, although spoken on a privileged occasion, were not spoken pursuant to the right and duty which created the privilege but that they were spoken from some other motive."¹⁴¹

parties in judicial and quasi-judicial proceedings and that privilege applies to defamatory statements made incident to the proceedings if the defamatory matter has some relation thereto").

¹³⁸ *McCone v. New Eng. Tel. & Tel. Co.*, 393 Mass. 231, 235-236 (1984); *Bratt v. Int'l Bus. Machs. Corp.*, 392 Mass. 508, 509 (1984); *Broomes v. Blue Cross Blue Shield of Massachusetts, Inc.*, 74 Mass. App. Ct. 1123 (2009); *Martelli v. Town of N. Attleborough*, 77 Mass. App. Ct. 1109 (2010); *Foley v. Polaroid Corp.*, 400 Mass. 82, 94-95 (1987).

¹³⁹ *Sklar v. Beth Israel Deaconess Med. Ctr.*, 59 Mass. App. Ct. 550, 558 (2003); *Bratt v. Int'l Bus. Machs. Corp.*, 392 Mass. 508, 513 (1984); *McCone v. New Eng. Tel. & Tel. Co.*, 393 Mass. 231, 235-236 (1984).

¹⁴⁰ *Bratt*, 392 Mass. at 513. The conditional privilege also may be lost through unnecessary, unreasonable or excessive publication of the defamatory matter; however, no evidence of this has been presented in this case. *See id.*

¹⁴¹ *Doane v. Grew*, 220 Mass. 171, 177 (1915); *Dexter's Hearthside Restaurant, Inc. v. Whitehall Co.*, 24 Mass. App. Ct. 217, 223 (1987).

146. This does not require the person making the statement to confine his statement to “facts which he knows to be facts of his own knowledge . . . or information which he has fully investigated.” Rather, “[a] person may honestly make on a particular [privileged] occasion a defamatory statement without believing it to be true; because the statement may be of such a character that on that occasion it may be proper to communicate it to the particular person who ought to be informed of it.”¹⁴²

147. Zhou has the burden of proving malice.¹⁴³

148. Mere negligence, lack of good judgment, or hasty action will not cause loss of the privilege, even if the statement was false.¹⁴⁴

149. Instead, the conditional privilege is lost only if the publication is not made mainly for the purpose of furthering the interest which is entitled to protection.¹⁴⁵

¹⁴² *Id.* (internal citations omitted).

¹⁴³ *Id.* at 182.

¹⁴⁴ See *Zeigler v. Rater*, 939 F. 3d 385, 396 (1st Cir. 2019) (“the SJC has left no doubt that mere negligence does not destroy a conditional privilege”); *Bratt*, 392 Mass. at 515 n. 11 (“[t]o apply the negligence standard to a conditional privilege would defeat the concept and its objective of promoting the free flow of information to further a legitimate private or public interest”); *Petition of Retailers Commercial Agency, Inc.*, 342 Mass. 515, 522 (1961) quoting *Pecue v. West*, 233 N.Y. 316, 322 (N.Y. Court App. 1922) (“the conduct which would destroy a qualified privilege must be ‘more than mere negligence or want of sound judgment’ and there must be ‘more than hasty or mistaken action’”); *Dexter’s Hearthside Restaurant, Inc.*, 24 Mass. App. Ct. at 223 (“Simple negligence, want of sound judgment, or hasty action will not cause loss of the privilege”).

¹⁴⁵ *Sheehan v. Tobin*, 326 Mass. 185, 192 (1950) (finding privilege may be lost “because the defamatory matter is published for some other purpose other than that for which the particular privilege is given . . . because the publication is made to some person not reasonably believed to be necessary for the accomplishment of the purpose of the particular privilege . . . ; or because the publication includes defamatory matter not reasonably believed to be necessary to accomplish the purpose for which the occasion is privileged”), citing Restatement: Torts, §599, comment a.

150. Lin and Gao did not act maliciously; therefore the conditional privilege applies and Lin and Gao cannot be liable for their statements.¹⁴⁶

XI. Duty to Mitigate

151. Zhou may not recover for damages that were “avoidable by the use of reasonable precautions on [her] part.”¹⁴⁷

152. Zhou had an obligation “to use all reasonable efforts to minimize and lessen [her] damages. [She] must use the care that a person or entity of ordinary prudence would have exercised in seeing that the amount of damages were minimized.” Zhou’s duty to mitigate damages applies to all of her claims.¹⁴⁸

153. Zhou had an obligation to mitigate any damages she may have suffered as a result of her termination.¹⁴⁹

154. Specifically, the law requires that Zhou take reasonable steps to mitigate her damages by “genuinely pursuing jobs that were available for a person of [her] background and talent.”¹⁵⁰

¹⁴⁶ Adapted from Mass. Super. Ct. Civ. Prac. Jury Instr. 3d (2018) § 6.5.3; *Sheehan v. Tobin*, 326 Mass. 185, 190-196 (1950); *Zeigler v. Rater*, 939 F.3d 385, 396 (1st Cir. 2019); *Bratt v. Int’l Bus. Machs. Corp.*, 392 Mass. 508, 509 (1984); *Martelli v. Town of N. Attleborough*, 2010 Mass. App. Unpub. LEXIS 811 (Mass. App. Ct. 2010) (Rule 1:28 Decision); *Dexter’s Hearthside Rest., Inc. v. Whitehall Co.*, 24 Mass. App. Ct. 217, 222-223 (1987); *Kyle v. Mongan*, 2008 Mass. App. Unpub. LEXIS 532 (Mass. App. Ct., Aug. 4, 2008) (Rule 1:28 Decision); *Sklar v. Beth Israel Deaconess Med. Ctr.*, 59 Mass. App. Ct. 550, 558 (2003); *Broomes v. Blue Cross Blue Shield of Massachusetts, Inc.*, 2009 Mass. App. Unpub. LEXIS 709 (2009 (Rule 1:28 Decision); *Judd v. McCormack*, 27 Mass. App. Ct. 167, 173-176 (1989); *Dragonas v. Sch. Comm. Of Melrose*, 64 Mass. App. Ct. 429, 439 (2005); *Elicier v. Toys R Us, Inc.*, 130 F. Supp. 2d 307, 311 (D. Mass. 2001).

¹⁴⁷ *Global Investors Agent Corp. v. National Fire Ins. Co. of Hartford*, 76 Mass. App. Ct. 812, 825 (2010).

¹⁴⁸ *Id.* at 825-826.

¹⁴⁹ *Pulsifer v. Bitflow, Inc. et. al.*, 2001 WL 17043, *16 (Super. Ct. 2001).

¹⁵⁰ *Id.*

155. By failing to search for and obtain employment following her termination, Zhou has failed to mitigate her damages.¹⁵¹

The KL Parties' Defenses to Zhou's Derivative Claims

XII. Statute of Limitations

156. Zhou's derivative claims sound in tort and are therefore subject to a three-year statute of limitations.¹⁵²

157. Because Zhou filed the Derivative Complaint on June 6, 2023, all claims that accrued before February 21, 2020 are untimely.¹⁵³

158. Zhou has the burden to prove that she did not have knowledge of her claims prior to February 21, 2020 and her claims are therefore timely.¹⁵⁴

159. A tort claim "accrues . . . when a plaintiff knows (or in the case of the discovery rule, should know) facts sufficient to make a causative link between the fiduciary's conduct and the beneficiary's actual injury."¹⁵⁵

160. Zhou need not know the full extent of her alleged injury before the statute begins to run.¹⁵⁶

¹⁵¹ *Id.*

¹⁵² M.G.L. c. 260 § 2A; *Houle v. Low*, 407 Mass. 810, 812 (1990) (untimely freezeout claims for "fraud, breach of fiduciary duty, and misappropriation of corporate opportunities" "governed by G.L. c. 260, § 2A"); *Woodcock v. Am. Inv. Co.*, 376 Mass. 169, 173-74 (1978) (tort statute of limitations barred derivative claim).

¹⁵³ M.G.L. c. 260, § 2A (three year statute of limitations for tort claims); *Shaw's Supermarkets, Inc. v. Melendez*, 488 Mass. 338, 342 (2021) (statute of limitations tolled for 106 days during COVID-19).

¹⁵⁴ *See Riley v. Presnell*, 409 Mass. 239, 244 (1991) ("[T]he burden of proving facts that take the case outside the impact of the statute falls to the plaintiff").

¹⁵⁵ *Doe v. Harbor Schools, Inc.*, 446 Mass. 245, 256 (2006).

¹⁵⁶ *Beaconsfield Townhouse Condo. Tr. v. Zussman*, 49 Mass. App. Ct. 757, 762 (2000), *quoting Gore v. Daniel O'Connell's Sons, Inc.*, 17 Mass. App. Ct. 645, 649 (1984) ("The statute of

161. Instead, the “important point is that the statute of limitations starts to run when an event or events have occurred that were reasonably likely to put the plaintiff on notice that someone may have caused her injury.”¹⁵⁷

162. Massachusetts courts “attribute[] knowledge to a plaintiff who had actual knowledge of the facts, or had the means to acquire such facts, in circumstances where the probability of wrongdoing was so evident that possession of the means was equivalent to actual knowledge.”¹⁵⁸

163. Zhou need not know every fact on which her eventual complaint relies – no tolling theory protects “a plaintiff who knows of facts sufficient to bring the cause of action.”¹⁵⁹ Nor does the statute of limitations “stay in suspense until the full extent, gravity, or permanence and consequences of the injury are known.”¹⁶⁰

164. Zhou knew of facts sufficient to bring her Derivative Complaint prior to February 21, 2020; therefore, her claims are untimely.¹⁶¹

165. Even if Zhou “may have suffered ongoing injuries” from Lin and Gao’s continued payment after the salary increases she challenges through the Derivative Complaint, that “does

limitations does not stay in suspense until the full extent, gravity, or permanence’ and consequences of the injury are known”).

¹⁵⁷ *Bowen v. Eli Lilly & Co.*, 408 Mass. 204, 207 (1990).

¹⁵⁸ *Demoulas v. Demoulas Super Markets, Inc.*, 424 Mass. 501, 520 n. 25 (1997).

¹⁵⁹ *Abdallah v. Bain Capital LLC*, 752 F.3d 114, 120 (1st Cir. 2014).

¹⁶⁰ *Beaconsfield Townhouse Condo. Tr. v. Zussman*, 49 Mass. App. Ct. 757, 762 (2000).

¹⁶¹ *See Abdallah*, 752 F.3d at 120; *see also Aiello v. Aiello*, 447 Mass. 388, 406 & n. 27 (2006) (affirming dismissal of derivative complaint because the minority shareholder “had actual knowledge of the wrongdoing” and “could have induced the corporation to sue” through an earlier derivative complaint).

not transform the alleged wrongdoing into a continuing tort” such that Zhou can circumvent the statute of limitations.¹⁶²

XIII. Laches

166. “Laches is an ‘unjustified, unreasonable, and prejudicial delay in raising a claim.’”¹⁶³

167. Zhou’s delay in filing the derivative complaint is unreasonable because all of the facts alleged in the Derivative Complaint were known to Zhou since at least December 22, 2021, when depositions were completed in the 2018 Actions.¹⁶⁴

168. Zhou’s delay in filing the derivative complaint has prejudiced the KL Parties.¹⁶⁵

169. Therefore, the doctrine of laches precludes Zhou from prevailing on her derivative claims.¹⁶⁶

¹⁶² See *Kirley v. Kirley*, 25 Mass. App. Ct. 651, 654 (1988) (“corporate ‘freeze-out’” not “a continuing tort”); *Houle v. Low*, 407 Mass. 810, 813 (1990) (“The plaintiff’s claim of corporate ‘freeze out’ is a tort claim, but it is not a continuing tort . . .”).

¹⁶³ *Colony of Wellfleet, Inc. v. Harris*, 71 Mass. App. Ct. 522, 531 (2008), quoting *Srebnick v. Lo-Law Transit Mgmt., Inc.*, 29 Mass. App. Ct. 45, 49 (1990) (affirming finding of laches where plaintiff “had access to the records to discover” the alleged wrong and delay prejudiced defendants); see *Richardson v. Board of Appeals of Chilmark*, 81 Mass. App. Ct. 912, 914 (2012) (“as a matter of equity, the doctrine of laches independently justifie[d] summary disposition” where plaintiff “had actual or chargeable knowledge of the alleged zoning by-law violation” but “failed to raise the issue until almost five years later”).

¹⁶⁴ See *id.*

¹⁶⁵ See, e.g., *Puerto Rican-American Ins. Co. v. Benjamin Shipping Co.*, 829 F.2d 281, 283-284 (1st Cir. 1987) (amending complaint more than three years after incident that was subject of complaint was prejudicial because “it is inferable that defendant will not be able to conduct discovery as effectively as it could have three years sooner when witnesses were more readily available and their memories fresher”).

¹⁶⁶ See *id.*; see also *Richardson*, 81 Mass. App. Ct. at 914; *Colony of Wellfleet, Inc.*, 71 Mass. App. Ct. at 531.

XIV. Good Faith Determination Not to Bring Derivative Action Demanded on behalf of

KL US

170. Upon receipt of Zhou’s demand, KL US had the option to “accept the demand and assume control of the litigation, or reject the demand.”¹⁶⁷

171. This is “intended ‘to give the derivative corporation itself the opportunity to take over a suit which was brought on its behalf in the first place, and thus to allow the directors the chance to occupy their normal status as conductors of the corporation’s affairs.’”¹⁶⁸

172. Zhou’s pursuit of the derivative proceeding after KL US’s rejection of the demand must be dismissed “if the court finds that [the corporation] . . . has determined in good faith after conducting a reasonable inquiry upon which its conclusions are based that the maintenance of the derivative proceeding is not in the best interests of the corporation.”¹⁶⁹

173. Based on an investigation over the five years preceding the filing of Zhou’s Derivative Complaint, KL US concluded in good faith that maintaining Zhou’s derivative action was not in the best interest of the corporation.¹⁷⁰

XV. Lack of Evidentiary Value of California Judgment

174. Under California law, the alter ego doctrine is a fact-specific inquiry that “is an issue of whether in a *particular* case presented and *for the purposes of such case* justice and equity can best be accomplished . . . by a disregard of the distinct entity of the corporate form.”¹⁷¹

¹⁶⁷ *Halebian v. Berv*, 457 Mass. 620, 625 (2010).

¹⁶⁸ *Halebian*, 457 Mass. at 626, *quoting* Comment 4 to M.G.L. c. 156D, §7.42.

¹⁶⁹ M.G.L. c. 156D §7.44(a).

¹⁷⁰ *See* M.G.L. c. 156D §7.44(a); *Halebian*, 457 Mass. at 626.

¹⁷¹ *Mesler v. Bragg Mgm’t Co.*, 39 Cal. 3d 290, 300-301 (1985) (emphasis added); *Ahcom, Ltd. v. Smeding*, 623 F.3d 1248, 1252 (9th Cir. 2010) (“[A] corporation and its shareholders cannot ‘be treated as alter egos for purposes of *all* the corporation’s debts”) (emphasis added).

175. “[U]nder certain circumstances, a hole will be drilled in the wall of limited liability erected by the corporate form; for all purposes other than that for which the hole was drilled, the wall still stands.”¹⁷²

176. The California Superior Court’s determination was limited to the very particular issue presented to it—whether to add Lin as a judgment debtor in that specific action. The California Superior Court did not find that Lin was the alter ego of Green Planet for all purposes, nor would California law have permitted such a finding.¹⁷³

177. Moreover, “[e]vidence of a crime, wrong, or other act is not admissible to prove a person’s character in order to show that on a particular occasion the person acted in accordance with the character.”¹⁷⁴

178. Zhou cannot rely on the California Superior Court’s determination to add Lin as a judgment debtor as evidence that it is more likely that Lin disregarded the corporate form of KL US.¹⁷⁵

XVI. Spoliation

179. “A judge has the discretion to impose sanctions for the spoliation or destruction of evidence, whether negligent or intentional, in the underlying action in which the evidence would have been offered.”¹⁷⁶

180. However, “sanctions for spoliation are carefully tailored to remedy the precise unfairness occasioned by that spoliation.”¹⁷⁷

¹⁷² *Mesler*, 39 Cal. 3d at 300-301.

¹⁷³ November 21, 2019 California Superior Court Order; *see Ahcom, Ltd.*, 623 F.3d at 1252; *Mesler*, 39 Cal. 3d. at 300-301.

¹⁷⁴ Mass. Guide Evid. §404(b)(1).

¹⁷⁵ *See id.*

¹⁷⁶ Mass. Guide Evid. §1102.

¹⁷⁷ *Fletcher v. Dorchester Mut. Ins. Co.*, 437 Mass. 544, 551 (2002).

181. “As a general rule, a judge should impose the least severe sanction necessary to remedy the prejudice to the nonspoliating party.”¹⁷⁸

182. To obtain sanctions for spoliation, Zhou must show that “the KL Parties had responsive documents in their possession, custody, or control, that they have failed to produce, or that the [the KL Parties] destroyed or otherwise spoliated any evidence.”¹⁷⁹

183. “The KL Parties cannot be faulted for failing to produce documents that do not exist.”¹⁸⁰

184. Likewise, “[t]he KL Parties cannot be compelled to produce, or sanctioned for not producing, documents that are not in their possession or custody and no longer under their control.”¹⁸¹

185. “[I]t would violate the constitutional requirements of procedural due process to default a party because of its ‘inability, despite good-faith efforts, to comply with a pretrial production order ...’”¹⁸²

186. Because Zhou has not introduced evidence that the KL Parties failed to produce documents which were in their possession, custody, or control, Zhou is not entitled to sanctions against the KL Parties for spoliation.¹⁸³

¹⁷⁸ *Keene v. Brigham & Women’s Hosp., Inc.*, 439 Mass. 223, 235 (2003).

¹⁷⁹ June 15, 2022 Order (Salinger, J), Dkt. Ent. 91, 1884CV02607, at p. 18.

¹⁸⁰ *Id.*

¹⁸¹ *Id.*, citing *Strom v. American Honda Motor Co.*, 423 Mass. 330, 344-345 (1996); *Commonwealth v. Kreplick*, 379 Mass. 494, 497 (1980).

¹⁸² *Id.*, citing *Societe Internationale pour Participations Industrielles et Commerciales, S.A. v. Rogers*, 357 U.S. 197, 210 (1958).

¹⁸³ *See id.*; see also Mass. Guide to Evid. §1102.

XVII. Unpled Claims

187. A trial court may “exclude evidence relating to a claim” if the claim was not pled in the operative complaint.¹⁸⁴

188. A trial court may exclude evidence of theories that were not disclosed in a timely fashion.¹⁸⁵

189. A trial court may exclude evidence for failure to timely supplement an interrogatory response.¹⁸⁶

190. Zhou is not entitled to damages for claims she never pled in either the Second Amended Complaint or the Derivative Complaint, including for the judgment that CIBR paid to JDP 21 and alleged personal expenses charged to company credit cards.¹⁸⁷

191. Zhou is not entitled to damages in her direct action for claims that she only raised in the Derivative Action or that she disclaimed in the direct action, including for the judgment

¹⁸⁴ *Wojnar v. Bauermeister*, 52 F.3d 309, at *2 (1st Cir. 1995) (unpublished) (affirming grant of “motion in limine to exclude evidence relating to a claim for medical negligence or medical malpractice” because “complaint did not state a claim for negligence”); *Fishman Transducers, Inc. v. Paul*, No. 07–10071–GAO, 2011 WL 10550589, at *1 (D. Mass. Mar. 7, 2011) (“[T]he plaintiff may offer evidence of the ‘false advertising’ that it alleged in the complaint . . . but not new, unpleaded assertions of false representations as to quality.”).

¹⁸⁵ *Macaulay v. Anas*, 321 F.3d 45, 51–52 (1st Cir. 2003) (excluding new theory of liability raised for first time in late-filed supplemental expert report); *Cytec Corp. v. Tripath Imaging*, No. Civ.A. 03–11142–DPW, Civ.A. 03–12630–DPW, 2005 WL 1527883, at *5–6 (D. Mass. June 21, 2005) (excluding new theory “developed for the first time in ‘response’ expert reports”).

¹⁸⁶ *Barron v. Fidelity Magellan Fund*, 57 Mass. App. Ct. 507, 519–20 (2003) (holding expert was properly “excluded from testifying at trial as a result of the plaintiffs’ failure adequately to answer Fidelity’s expert interrogatories [and] supplement the answers they did provide,” and their attempt to introduce “a wholly new valuation of the account”); *Eldridge v. Gordon Bros. Grp., LLC*, 863 F.3d 66, 85 (1st Cir. 2017) (excluding evidence where plaintiff did “not disclosing the relevant ‘damages theory with all calculations’ until the filing of the joint-status report—a filing that occurred months and months after discovery had closed”).

¹⁸⁷ See *Wojnar*, 52 F.3d 309, at *2; *Fishman Transducers*, 2011 WL 10550589, at *1.

that CIBR paid to JDP 21, alleged personal expenses charged to company credit cards, and excessive compensation.¹⁸⁸

192. Zhou is not entitled to damages for claims that she did not properly disclose in her interrogatory responses or only raised in her now-excluded expert report.¹⁸⁹

XVIII. Adverse Inference Regarding Attorney-Client Privilege

193. In reliance on the attorney-client privilege, a person may refuse to disclose confidential communications between her and her attorney so long as the communications were “made for the purpose of obtaining or providing professional legal services to the client.”¹⁹⁰

194. Here, Zhou has asserted that the attorney-client privilege applies to certain communications which are relevant to particular issues in this case.

195. Based on Zhou’s invocation of the attorney-client privilege as to these communications, it is appropriate to infer that the privileged information was unfavorable to Zhou and that Zhou did not reveal this information because she believed it would be harmful to her position in this case.¹⁹¹

¹⁸⁸ *See id.*

¹⁸⁹ *See Macaulay*, 321 F.3d at 51-52; *Cytoc Corp.*, 2005 WL 1527883, at *5-6; *Barron*, 57 Mass. App. Ct. at 519-20; *Eldridge*, 863 F.3d at 85.

¹⁹⁰ Mass. Guide to Evid. §502(b).

¹⁹¹ *See* Mass. Guide to Evid. §525(a) (“Comment may be made and an adverse inference may be drawn against a party when that party, or in certain circumstances a witness, invokes a privilege); *Phillips v. Chase*, 201 Mass. 444, 450 (1909) (“if evidence is material and competent except for a personal privilege of one of the parties to have it excluded under the law, his claim of the privilege may be referred to in argument and considered by the jury, as indicating his opinion that the evidence, if received, would be prejudicial to him”).

Zhou's Alleged Damages

XIX. Damages Recoverable Directly vs. Derivatively

196. When the wrongful conduct that forms the basis for a claim “results in harm to a plaintiff shareholder only because the corporate entity has been injured, with the plaintiff’s injury simply being his proportionate share of the entity’s injury, the harm to the shareholder is indirect and his cause of action is derivative.”¹⁹²

197. Zhou’s claims for excessive compensation are “not a direct, personal cause of action by [Zhou], but [are] derivative in nature, resulting in a recovery, if any, by the corporation.”¹⁹³

198. Similarly, the improper loans Zhou complains of, and any damages alleged from them, are derivate claims, not direct claims.¹⁹⁴

199. Where, as here, “a plaintiff alleges mismanagement of funds, embezzlement or breach of fiduciary duty resulting in a diminution of the value of the corporate stock or assets, the claim is one held by the corporation itself, and is thus derivative if brought by an investor.”¹⁹⁵

¹⁹² *20 Atl. Packaging Inc. v. Allied Waste Indus.*, 2008 U.S. Dist. Lexis 136480, *9 (D. Mass. 2008), quoting *Forsythe v. Sun Life Fin., Inc.*, 417 F. Supp. 2d. 100, 112 (D. Mass. 2006); see *Jackson v. Stuhlfire*, 28 Mass. App. Ct. 924, 925 (1990); *Bessette v. Bessette*, 385 Mass. 806, 806 (1982).

¹⁹³ *Pulsifer*, 2001 WL 170453 at *19, citing *Bessette v. Bessette*, 385 Mass. 806, 808-810 (1982); see *Rubin v. Murray*, 79 Mass. App. Ct. 64, 80 (2011) (“The law is clear, however, that an action is derivative rather than direct when the claim is for excessive compensation, and that claims against officers for excessive compensation must be asserted through the corporation”).

¹⁹⁴ *Zacharakis v. Melo (In re Melo)*, 558 B.R. 521, 548 (Bankr. D. Mass. 2016).

¹⁹⁵ *Blasberg v. Oxbow Power Corp.*, 934 F. Supp. 21, 26 (D. Mass. 1996).

200. Zhou's contention that Lin and Gao misused corporate credit cards paid for by CIBR and other Cambridge Network companies is similarly derivative and held by the corporations that paid the credit card bills, specifically CIBR and Green Planet.¹⁹⁶

201. Zhou does not allege the existence of any improper credit card charges paid by KL US, the only company on behalf of which Zhou brings derivative claims. Therefore, Zhou cannot recover damages for improper credit card use.¹⁹⁷

202. Zhou's contentions that officers and directors misappropriated corporate funds, mismanaged assets, overpaid officers, stole corporate opportunities, and bribed Chinese officials do not allege the requisite individualized harm. Rather, these claims allege only *corporate* harm, "suffered by the partnership generally," directly impacting the economic value of Zhou's interest in KL US.¹⁹⁸

XX. Damages Requiring Expert Testimony

A. Excessive Compensation

203. Opinions as to compensation must be provided through expert testimony.¹⁹⁹

¹⁹⁶ See *Henderson v. Axiam, Inc.*, No. 96-2572-D, 1999 Mass. Super. LEXIS 580, at *147, *161-2 (June 22, 1999) citing *Baker v. Allen*, 292 Mass. 169, 172 (1935) (where Derivative Plaintiffs bring claims against a Defendant of "commingling and conversion of [company] assets for their own benefit," Derivative Plaintiffs bring that suit "in a representative capacity to vindicate the interests of the corporation. Any recovery against defendants will inure to the benefit of the corporation and not the shareholder plaintiffs personally") (emphasis added).

¹⁹⁷ See *id.*; see also *Wojnar*, 52 F.3d 309, at *2; *Fishman Transducers*, 2011 WL 10550589, at *1.

¹⁹⁸ See *Askenazy v. KPMG LLP*, 83 Mass. App. Ct. 652, 653 (2013); see also *Fronk v. Fowler*, 456 Mass. 317, 332 n.23 (2010) ("When the alleged wrong committed by a partner harms the partnership rather than another partner individually, the appropriate approach is to file a derivative claim"); *Bessette*, 385 Mass. at 809-810 ("The right to recover the overpayments belongs to the corporation" and such a claim for relief must be asserted in a derivative action and not a direct action for breach of fiduciary duty).

¹⁹⁹ See *Donlin v. Philips Lighting N. Am. Corp.*, 581 F.3d 73, 83 (3d Cir. 2009) ("Because this testimony [concerning estimated future compensation] was of a specialized or technical nature and was not within [the lay witness's] personal knowledge, the District Court abused its

204. Similarly, proving the reasonable compensation for a business executive requires expert testimony.²⁰⁰

205. Because Zhou has not provided expert testimony concerning Lin and Gao's compensation, she cannot sustain claims against Lin or Gao for excessive compensation.²⁰¹

B. Valuation

206. Generally, "[a]n owner of real estate or personal property having adequate knowledge of his property may express an opinion as to its value."²⁰²

207. "The same rule applies to corporate officers testifying as to corporate property."²⁰³

208. The touchstone of this principle of law is not premised upon ownership or legal title, however, but rather the presumption that an owner is actually familiar with the property.²⁰⁴

discretion in allowing her to offer it."); *Zimmerman v. Univ. of Utah*, No. 2:13-cv-1131, 2018 WL 10152217, at *3 (D. Utah Aug. 8, 2018) (excluding non-expert testimony concerning estimated future earnings, which made other "lay opinion relating to [future earnings] inadmissible under Rules 401 and 402"); *Baumart v. Transoceanic Cable Ship Co. No. 01* Civ. 5990 LTS HBP, 2003 WL 22520034, at *3 (S.D.N.Y. Nov. 7, 2003) (precluding union executive from testifying concerning "the wages and potential earnings of seamen 'similarly situated' to Plaintiff" because the proffered testimony "involve[d] extrapolations and inferences that present sufficient reliability concerns to bring Bethel's testimony within the scope of Rule 702").

²⁰⁰ See *Crowley v. Commc'ns For Hospitals, Inc.*, 30 Mass. App. Ct. 751, 756 (1991) ("The judge had the benefit of detailed and extensive expert testimony . . . on the subject of compensation."); *Rubin v. Murray*, 79 Mass. App. Ct. 64, 79 (2011) ("The judge was entitled to make a reasoned choice from the differing opinions of the experts.").

²⁰¹ See Preliminary Order on Motions, Dkt. No. 159, at 12-13 ("To the extent Zhou continues to allege activity outside of market or industry norms, she would need competent evidence – likely expert testimony, which she does not have – as to what those norms are; her self-serving testimony would not suffice."); *Crowley v. Commc'ns For Hospitals, Inc.*, 30 Mass. App. Ct. 751, 756 (1991) ("The judge had the benefit of detailed and extensive expert testimony . . . on the subject of compensation."); *Rubin v. Murray*, 79 Mass. App. Ct. 64, 79 (2011) ("The judge was entitled to make a reasoned choice from the differing opinions of the experts.").

²⁰² *Hastings Assoc., Inc. v. Local 369 Building Fund, Inc.*, 42 Mass. App. Ct. 162, 173 (1997), quoting *Southwick v. Mass. Turnpike Authy.*, 339 Mass. 666, 668 (1959).

²⁰³ *Hastings*, 42 Mass. App. Ct. at 173.

²⁰⁴ See *Blais-Porter, Inc. v. Simboli*, 402 Mass. 269, 272 (1988), quoting *Winthrop Prods. Corp. v. Elroth Co.*, 331 Mass. 83, 85 (1954) ("The rule which permits an individual owner to testify to the value of real or personal property does not rest upon his holding the legal title, but is based

209. The “owner of a small business” may also testify as to that business’s profits if he or she has “particularized knowledge” of the business and is “fully aware of the contracts that the business had and fully aware of its liabilities.”²⁰⁵

210. Familiarity sufficient to testify to value cannot be presumed from Zhou’s corporate title alone.²⁰⁶

211. Rather, Zhou must provide a sufficient foundation for her familiarity with KL US to testify to its value.²⁰⁷

212. Given Zhou’s lack of involvement with KL US after July 2018, Zhou cannot lay a sufficient foundation for the admissibility of her lay opinion testimony concerning the value of KL US.²⁰⁸

upon his familiarity with the characteristics of the property, his knowledge or acquaintance with its uses, and his experience in dealing with it”).

²⁰⁵ *Spinosa v. Tufts*, 98 Mass. App. Ct. 1, 11 (2020).

²⁰⁶ *von Hennenberg v. Generazio*, 403 Mass. 519, 524 (1988) (“The judge did not presume familiarity from the fact of ownership alone”); *Menici v. Orton Crane & Shovel Co.*, 285 Mass. 499, 503 (1934) (“The rule which permits the owner of real or personal property to testify as to its value does not rest upon the fact that he holds the legal title. The mere holding of the title to property by one who knows nothing about it and perhaps has never even seen it does not rationally and logically give him any qualification to express an opinion as to its value. Ordinarily an owner of property is actually familiar with its characteristics, has some acquaintance with its uses actual and potential and has had experience in dealing with it”); *Rubin v. Arlington*, 327 Mass. 382, 384-385 (1951) (excluding property owner’s testimony as to valuation when owner lacked sufficient familiarity with the property).

²⁰⁷ *See id.*

²⁰⁸ Preliminary Order on Motions, Dkt. No. 159, at 11 (“[W]hile Zhou, as president and CEO of KnowledgeLink and secretary and a director of Cambridge Network until 2018, likely is qualified to testify as to the financial condition of both in 2018, she has shown no basis for her to testify as to the “market price” of KL’s stock or of her minority stake in it, or her interest in Cambridge Network in July 2018. Zhou has not identified she or her husband as experts on valuation nor shown that either is qualified or otherwise in position to satisfy the gatekeeper provisions of Section 702 of the Massachusetts Guide to Evidence on this point.”); .”); *see, e.g., Rubin v. Town of Arlington*, 327 Mass. 382, 384 (1951) (holding that trial court properly excluded property owner’s testimony because his “familiarity and acquaintance with the property falls far short”); *Hubert v. Med. Info. Tech., Inc.*, No. 05-10268-RWZ, 2009 WL 10729023, at *8 (D. Mass. Feb. 9, 2009) (excluding former employee’s attempt to testify as to company’s value

213. Similarly, given Zhou's lack of involvement with the Cambridge Network and lack of knowledge regarding the detail of its operations, Zhou lacks the familiarity necessary to testify concerning the value of KL US.²⁰⁹

214. Further, Zhou cannot rely on valuation estimates or analyses provided by other individuals or entities who will not be providing expert testimony.²¹⁰

C. Reasonable Interest Rates

215. Expert testimony is required for opinions concerning interest rates for small, closely held companies like the Cambridge Network companies.²¹¹

216. Because Zhou is not an expert on commercial interest rates, she cannot offer opinions as to the interest rates applicable to loans made or received by Lin and Gao.²¹²

because "[s]uch opinion testimony falls squarely within the boundaries of Fed. R. Evid. 702 regarding expert testimony"); *Klapmeier v. Telecheck Int'l, Inc.*, 482 F.2d 247, 253 (8th Cir. 1973) (vacating damages award where only supporting evidence was business owner's testimony, which "relied on other business transactions for comparison" and "rest[ed] at least in part on speculative factors").

²⁰⁸ *Id.*

²⁰⁹ *Id.*

²¹⁰ *See Tigar v. Mystic river Bridge Authority*, 329 Mass. 514, 519-20 (1952) (holding that trial court improperly allowed valuation testimony that relied on another person's estimate of costs; "[t]he engineer or builder who made the estimate should have been produced and qualified as a witness competent to give his own opinion if that was sought to be shown").

²¹¹ *In re Charles Street African Methodist Episcopal Church of Boston*, 578 B.R. 56, 82 (Bankr. D. Mass. 2017) ("As Mr. Cohee was not designated as an expert, the Court precluded Mr. Cohee from providing expert opinion testimony regarding the proposed interest rate."); *Oxford Bus. Brokers, Inc. v. Moriarty*, 2008 Mass. App. Div. Adv. 224, 2008 WL 4456754, at *5-6 (2008) (vacating judgment where plaintiff "failed to introduce expert testimony" on potential buyer's ability to obtain commercial financing); *In re Galvao*, 183 B.R. 23, 27 (Bankr. D. Mass. 1995) ("[T]he parties must be prepared to introduce expert testimony or other admissible evidence to prove the prevailing market rate of interest for similar loans").

²¹² *See id.*

D. Tax Consequences of Corporate Conduct

217. Expert testimony is required to explain the tax consequences of corporate conduct, in this case the return of Gao's bonus and CIBR's treatment of the same.²¹³

218. Zhou is not an expert in the field of taxation; therefore, she cannot offer opinions as to the tax consequences of CIBR conduct.²¹⁴

²¹³ See *Hoffman v. Theriot*, 249 So.3d 297, 303 (La. App. 5 Cir. 2018) (expert witness required for interpretation of tax credit law because determination of what expenditures qualify for tax credit was outside a layman's common knowledge or experience); *United States v. Moor*, 997 F.2d 55, 58 (5th Cir. 1993) (IRS agent's "specialized knowledge would help the jury with the complicated tax issues and evidence that were necessary to prove the indictment," qualifying him to testify as an expert witness); see also Mass. Guide to Evid. §701 (non-expert opinion testimony limited to opinions that are "not based on scientific, technical, or other specialized knowledge within the scope of Section 702").

²¹⁴ See *Hoffman v. Theriot*, 249 So.3d 297, 303 (La. App. 5 Cir. 2018) (expert witness required for interpretation of tax credit law because determination of what expenditures qualify for tax credit was outside a layman's common knowledge or experience); *United States v. Moor*, 997 F.2d 55, 58 (5th Cir. 1993) (IRS agent's "specialized knowledge would help the jury with the complicated tax issues and evidence that were necessary to prove the indictment," qualifying him to testify as an expert witness); see also Mass. Guide to Evid. §701 (non-expert opinion testimony limited to opinions that are "not based on scientific, technical, or other specialized knowledge within the scope of Section 702").

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CERTIFICATE OF SERVICE

I, Nicholas Ramacher, hereby certify that on October 11, 2024, I caused a true and correct copy of the foregoing document to be served by email upon Patrick P. Dinardo, Daniel E. Rosenfeld, Ryan Rosenblatt, and Jillian Friedmann, Sullivan & Worcester LLP, One Post Office Square, Boston, MA 02109.

/s/ Nicholas Ramacher
Nicholas Ramacher

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

MAY X. ZHOU, AS SHAREHOLDER
OF, AND ON BEHALF OF
CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC. AND
KNOWLEDGELINK GROUP, INC.,

Plaintiff,

v.

XINWEI "CHRISTINE" LIN, and
JIANXIN "STEVEN" GAO,

Defendants, and

CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,

Derivative Defendants.

C.A. No. 1884CV02607 (Lead case)

C.A. No. 1884CV02736

C.A. No. 2384CV01294

MAY ZHOU'S PROPOSED CONCLUSIONS OF LAW

ZHOU’S DIRECT CLAIMS AGAINST LIN AND GAO

I. Breach of Fiduciary Duty

1. Shareholders in Massachusetts close corporations owe each other a fiduciary duty of the “utmost good faith and loyalty,” and “may not act out of avarice, expediency or self-interest in derogation of their duty of loyalty to the other stockholders and to the corporation.” *Donahue v. Rodd Electrotpe Co.*, 367 Mass 578, 593 (1975).
2. Majority shareholders breach their fiduciary duty to minority shareholders when they “frustrate[] the minority’s reasonable expectations of benefit from their ownership of shares.” *Brodie v. Jordan*, 447 Mass. 866, 870 (2006).
3. Shareholders breach their fiduciary duties to the companies when they take opportunities or assets that should have belonged to the corporation for their own personal gain. *Demoulas v. Demoulas Super Mkts.*, 424 Mass. 501, 529 (1997); *Donahue*, 367 Mass. at 589; (“[s]elf-serving conduct by directors is proscribed by the director’s fiduciary obligation to the corporation.”).
4. Additionally, terminating the employment of a minority shareholder may constitute a breach of a fiduciary duty, whether they have a contractual right to continued employment or not. *See Selmark Associates, Inc. v. Ehrlich*, 467 Mass. 525, 536 (2014); *Merola v. Exergen Corp.*, 423 Mass. 461, 464 (1996); *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842, 849-850 (1976).
5. In cases alleging breaches of fiduciary duties owed to corporations based on self-dealing, related-party transactions, and diversion of corporate opportunities, the burden of proof falls on the defendant fiduciaries to show that the each challenged transaction or wrongful act was fair to the company. *See Tocci v. Tocci*, 490 Mass. 1, 15 (2022).

This requirement takes effect when the underlying conduct was without the approval of a disinterested majority of shareholders or directors. *Id.*

6. For a breach of fiduciary duty claim or counterclaim, “[a] plaintiff need only show that the facts on which the cause of action is based were not disclosed to him by the fiduciary. The plaintiff is not required to have made an independent investigation.” *Demoulas*, 424 Mass. at 519-520.
7. A minority owner of a closely-held corporation may sue under a freeze-out theory by alleging that a corporate fiduciary kept corporate benefits for themselves while denying them to the minority plaintiff. *See Clemmer v. Cullinane*, 62 Mass. App. Ct. 904, 905-906 (2004) (rescript) (applying Delaware law).
8. Furthermore, “[f]reeze-outs can occur... ‘[w]hen the reasonable expectations of a [minority] shareholder are frustrated.’” *Selmark Assocs.*, 467 Mass. at 536, quoting *Pointer v. Castellani*, 455 Mass. 537, 550 (2009).
9. As recognized by the *Donahue* Court, a freeze-out can take the form of, *inter alia*, a refusal to declare dividends, the draining of corporate earnings through high salaries, or the sale of corporate assets at an inadequate price to majority shareholders. 367 Mass. at 588–89.
10. In the context of close corporation disputes, courts routinely cite notions of flexibility and fairness in assessing a minority shareholder’s causes of action. *See Serrano v. Serrano*, 28 Mass.L.Rptr. 552, 2011 WL 3930207, at *1 (Mass. Super. June 24, 2011) (“The general rule that the corporation must benefit from the total recovery in shareholder actions, however, is not inflexible. . . . Particularly where the only other shareholder is the defendant, it may be futile to require the minority shareholder to sue

- on behalf of the corporation ... because any recovery in a derivative suit would return the funds to the control of [the] defendant ... rather than to the injured party. In such cases, a court may use its equity powers to provide an effective remedy to a wronged party.”) (internal citations omitted).
11. “A minority owner of a closely-held corporation may sue under a freeze-out theory by alleging that a corporate fiduciary kept corporate benefits for themselves while denying them to the minority plaintiff . . . Where those in control of a closely-held corporation with lots of free cash do not pay any dividends, but use other mechanisms to pay or distribute substantial sums to themselves, they may be liable to the minority shareholders for engaging in shareholder oppression; this is a classic squeeze out situation.” *Dolan as Tr. of Charles B. Dolan Revocable Tr. v. DiMare*, Case No. 1984CV0352-BLS2, 2020 WL 4347607, at *12 (Mass. Super. BLS June 15, 2020).
 12. “If unfairness is found, however, it may be futile to require the minority shareholder to sue on behalf of the corporation when the only other shareholders are the two individual defendants because any recovery in a derivative suit would return the funds to the control of defendant brothers, rather than to the injured party.” *Orsi v. Sunshine Art Studios, Inc.*, 874 F. Supp. 471, 474–75 (D. Mass. 1995)
 13. The line between the direct versus derivative nature of a cause of action often blurs in the context of close corporations, especially when a shareholder alleges self-dealing or freeze-out tactics. *See Dynan v. Fritz*, 400 Mass. 230, 242 n.17 (1987) (“The two concepts tend to merge, however, when a shareholder's alleged self-aggrandizement, if true, hurts both the corporation and the interests of the other stockholders.”); *Perfetti v. Perfetti*, Case No. 201703136-BLS2, 2018 WL 6933368, at *2 (Mass. Super. BLS

Nov. 19, 2018) (“Where the shareholder plaintiff is seeking redress for an injury distinct from the injury suffered generally by all shareholders as owners of corporate stock, then the claim is a direct one. In cases where the dispute is among members of a close corporation, that definition can be hard to apply, however.”); *Chambers v. Gold Medal Bakery, Inc.*, Case No. 2009-0071, 2009 Mass. Super. LEXIS 344, at *31 (Sept. 17, 2009) (“In a close corporation, the distinction between derivative and direct actions for breach of fiduciary duty becomes blurred when a shareholder or director’s misconduct hurts both the corporation and the interests of the other shareholders.”) (internal citation omitted); *see also Klinges v. Pomerleau*, Case No. 2:19-cv-00418-NT, 2022 U.S. Dist. LEXIS 239989, at *9 (D. Me. Nov. 29, 2022) (applying Maine law) (“The derivative/direct distinction makes little sense when the only interested parties are two individuals or sets of shareholders, one who is in control and the other who is not. In this context, the debate over derivative status can become “purely technical.”).

14. Courts have broad discretion in crafting remedies in the context of breaches of fiduciary duties in close corporations. *Brodie*, 447 Mass. at 871 (“Courts have broad equitable powers to fashion remedies for breaches of fiduciary duty in a close corporation.”) *see, e.g., Crowley v. Communications for Hosps., Inc.*, 30 Mass. App. Ct. 751, 768 (1991) (ordering, in derivative action brought by frozen-out minority, that majority shareholder return wrongly appropriated funds to corporation and distribute them as dividend).

15. “[E]quitable remedies are flexible tools to be applied with the focus on fairness and justice.” *Michael v. Forcier*, 78 Mass. App. Ct. 11, 16 (2010) quoting *Demoulas*, 428 Mass. at 580-581 (1998)).
16. In disputes between the shareholders of closely held corporations, derivative plaintiffs/minority shareholders should not be required to quantify damages in order to receive an order for equitable accounting, especially where information about the companies’ operations has been made difficult to obtain by the defendant fiduciaries. *See Fort Point Commercial Co. v. Spiegel*, 2011 Mass. Super. LEXIS 89, at *29 (Mass. Super. Ct. Apr. 8, 2011) (quoting *Samia v. Cent. Oil Co.*, 339 Mass. 101, 126 (1959)) (“An agent or fiduciary is under a duty to keep and render accounts and, when called upon for an accounting, has the burden of proving that he properly disposed of funds which he is shown to have received for his principle or trust.”); *see also Nat’l Merch. Corp. v. Leyden*, 370 Mass. 425, 430 (1976) (approximate damages and an element of uncertainty is not a bar to recovery where the difficulties in determining damages arise in large part from defendant’s conduct).
17. Courts do not tend to bind parties rigidly to the labels used in the complaint and instead will look at the substance of the allegations. *See Williams v. Charles*, 84 Mass. App. Ct. 328, 338 (2013) (“Despite styling their second amended complaint as derivative, the plaintiffs subsequently attempted to recast several of their derivative claims as direct. The defendants would hold the plaintiffs to their original characterization, but ‘[we] treat pleadings according to their nature and substance.’”) (internal citations omitted); *Donahue*, 367 Mass. at 579 n.4 (“We treat that bill of complaint (as have the parties) as presenting a proper cause of suit in the personal right of the plaintiff. . . . In

this instance we prefer substance over form and decide the case on this basis.”); *see also Kramer v. W. Pac. Indus., Inc.*, 546 A.2d 348, 352 (Del. 1988) (“In determining the nature of the wrong alleged, a court must look to the body of the complaint, not to the plaintiff's designation or stated intention.”).

II. Aiding and Abetting Breach of Fiduciary Duty

18. “The elements of the tort of aiding and abetting a breach of fiduciary duty are: (1) there must be a breach of fiduciary duty; (2) the defendants must know of the breach; and (3) the defendants must have actively participated or substantially assisted in or encouraged the breach to such a degree that they could not reasonably have been acting in good faith.” *Baker v. Wilmer Cutler Pickering Hale & Dorr LLP*, 91 Mass. App. Ct. 835, 847-48 (2017), citing *Arcidi v. National Assn. of Govt. Employees*, 447 Mass. 616, 623-624 (2006).

III. Civil Conspiracy

19. To state a claim for civil conspiracy, a plaintiff must allege “first, a common design or agreement, although not necessarily express, between two or more persons to do a wrongful act and, second, proof of some tortious act in furtherance of the agreement.” *Aetna Gas. Sur. Co. v. P & B Autobody*, 43 F.3d 1546, 1564 (1st Cir. 1994), citing Restatement (Second) of Torts § 876 cmt. B.
20. In order to prevail on such a claim, the plaintiff must show that the defendant (1) knew that the conduct of the majority members constituted a breach of fiduciary duty and (2) substantially assisted in or encouraged that conduct. *See Kurker v. Hill*, 44 Mass. App. Ct. 184, 189 (1998).

IV. Breach of Contract

21. Employment agreements are not required to be in writing, and whether something is considered a contract is a question of fact for a factfinder. *See Boothby v. Texon, Inc.*, 414 Mass. 469, 479 (1993) (enforcing oral employment agreement). *See generally Salvas v. Wal-Mart Stores, Inc.*, 452 Mass. 337, 374 (2008) (whether contract existed and what terms contract contained “are questions of fact to be determined by the fact finder at trial”); *Jackson v. Action for Boston Community Development, Inc.*, 403 Mass. 8, 9 (1988), citing *Maynard v. Royal Worcester Corset Co.*, 200 Mass. 1, 4-5 (1908) (“existence of contract is question for fact finder”).
22. For example, emails can constitute a written agreement. *See Clean Properties, Inc. v. Riselli*, No. MICV2014-04742, 2014 WL 4082266, at *1 (Mass. Super, June 20, 2014) (finding that a statutory requirement for a written contract was satisfied by the parties’ email exchanges). *See also* G.L. c. 110 § 7(c) (“If a law requires a record to be in writing, an electronic record satisfies the law”).
23. Additionally, contracts can be sufficiently definite to be enforceable where the defendant promises the plaintiff that they will be “taken care of” and that promise is “not too vague, uncertain or indefinite to render it incapable of being enforced.” *Fenton v. Federal St. Bldg. Trust*, 310 Mass. 609, 613-614 (1942).
24. Similarly, promises that a defendant would “justly and properly compensate” have been held enforceable as a promise to pay fair and reasonable compensation. *Eno v. Prime Mfg. Co.*, 314 Mass. 686, 690 (1943); *see also Silver v. Graves*, 210 Mass. 26, 28-29 (1911) (promise to “make it right” and pay unspecified “sum of money that would be satisfactory” if plaintiffs withdrew appeal from decree allowing a will enforceable);

Noble v. Joseph Burnett Co., 208 Mass. 75, 82 (1911) (promises to pay inventor “a fair and equitable share of the net profits” for using certain chemical formulas).

V. Interference with Business Relations

25. To prove that a person is liable for intentionally interfering with an advantageous business relationship, a party has to prove that: “(1) [it] had an advantageous relationship with a third party...’ (2) the defendant knowingly induced a breaking of the relationship; (3) the defendant’s interference with the relationship, in addition to being intentional, was improper in motive or means; and (4) the plaintiff was harmed by the defendant’s actions.” *Blackstone v. Cashman*, 448 Mass. 255, 260 (2007).
26. Courts in some jurisdictions have held that “a parent corporation is not a stranger to the contracts of the corporation’s wholly-owned subsidiary,” and therefore cannot tortiously interfere with a contract between its subsidiary and someone else. *See Atlanta Market Center Management, Co. v. McLane*, 269 Ga. 604, 609 (1998); accord *American Medical Intern., Inc. v. Giurintano*, 821 S.W.2d 331, 336 (Tex. App. 1991) (“a parent and its subsidiary are so closely aligned in business interests as to render them, for tortious interference purposes, the same entity”).
27. The reasoning behind this is that a parent corporation has “absolute control” over a wholly-owned subsidiary, “in that the parent has the power to direct the subsidiary to take any act the parent desires.” *LinkAmerica Corp. v. Cox*, 857 N.E.2d 961, 969 (Ind. 2006); accord *Lambrecht v. O’Neal*, 3 A.3d 277, 288 (Del. 2010) (parent may compel wholly-owned subsidiary to assert legal claim); *Strom v. American Honda Motor Co., Inc.*, 423 Mass. 330, 341-342 (1996) (parent has control of and must produce responsive documents in possession of wholly-owned subsidiary).

VI. Defamation

28. To prevail on a claim for defamation, the plaintiff must prove that a party (1) published a defamatory statement, (2) that the statement was a false statement of fact (as opposed to opinion), (3) was at fault for making the statement and any privilege that may have attached was abused, and (4) the plaintiff suffered damages as a result or the statement was of the type that is actionable without proof of economic loss. *See Downey v. Chutehall Const. Co., Ltd.*, 86 Mass. App. Ct. 660, 663 (2014).
29. Accusing someone of criminal conduct is “defamatory per se, requiring no proof of special damages.” *Phelan v. May Dept. Stores Co.*, 443 Mass. 52, 56 (2004).
30. An employer only has a conditional privilege to disclose defamatory information concerning an employee if the publication is actually necessary to serve the employer’s legitimate interest in the employee’s ability to do her job. *Bratt v. International Bus. Machs. Corp.*, 392 Mass. 508, 509 (1984).
31. “The burden is upon the defendants to show facts which create the qualified privilege.” *Humphrey v. Nat’l Semiconductor Corp.*, 18 Mass. App. Ct. 132, 134 (1984).
32. Employers can lose the privilege if they ““(1) knew the information was false, (2) had no reason to believe it to be true, ... (3) recklessly published the information unnecessarily, unreasonably, or excessively,’ or (4) ... acted out of malice.” *Bulwer v. Mount Auburn Hosp.*, 86 Mass. App. Ct. 316, 335 (2014), quoting *Sklar v. Beth Israel Deaconess Med. Center*, 59 Mass. App. Ct. 550, 558 (2003); *see also Lawless v. Estrella*, 99 Mass. App. Ct. 16, 24 (2020).
33. Malice “occurs when defamatory statements are not published ‘pursuant to the right and duty which created the privilege,’ but rather ‘out of some base ulterior motive,’ which may include the intent to injure another, intent to use the privilege as pretense,

or reckless disregard of the rights of another.” *Id.* at 25 (quoting *Dragonas v. School Comm. of Melrose*, 64 Mass. App. Ct. 429, 438 (2005)).

34. Where a party makes a privilege communication in “such a manner as to unnecessarily and unreasonably publish it to others, as to whom the occasion is not privilege,” the privilege is lost. *Galvin v. New York, N.H. & H.R. Co.*, 341 Mass. 293 (1960).

KL’S CLAIMS AGAINST ZHOU

I. Breach of Fiduciary Duty

35. “Generally, a counterclaim may not be asserted in a shareholders’ derivative action against the plaintiff shareholder as an individual, since the shareholder brings the action in a representative capacity rather than an individual capacity[,] ... this rule is qualified in actions involving closely held corporations because in these cases the action effectively determines the rights of individuals who have a personal interest in the recovery.” *Enfission, Inc. v. Leaver*, 408 F. Supp. 2d 1093, 1097 (W.D. Wash. 2005).
36. The business judgment rule protects corporate directors and officers “from liability for conduct that they have taken in good faith, with care that a person in a like position would reasonably believe appropriate in similar circumstances,” and that the person “reasonably believes to be in the best interests of the corporation.” *Haleblian v. Berv*, 457 Mass. 620, 627 n. 11 (2010) (applying business judgment rule to derivative action on behalf of corporation under G.L. c. 156D, § 7.44). “[T]he statutory business judgment rule is set forth, as to directors, in G.L. c. 156D, § 8.30, and, as to officers, in G.L. c. 156D, § 8.42.” *Id.*
37. If the business judgment rule applies, a corporate officer or decision maker cannot be held “responsible for mere errors of judgment or want of prudence short of ‘clear and

gross negligence.” *Uccello v. Gold’n Foods, Inc.*, 325 Mass. 319, 321 (1950), quoting *Spiegel v. Beacon Participations, Inc.*, 297 Mass. 398, 410-412 (1937).

II. Conversion

38. “Conversion is the ‘wrongful exercise of dominion or control over the personal property of another.’” *Waxman v. Waxman*, 84 Mass. App. Ct. 314, 321 (2013), quoting *Cahaly v. Benistar Property Exch. Trust Co.*, 68 Mass. App. Ct. 668, 679 (2007).

III. Statute of Limitations

39. When a defendant fraudulently conceals a cause of action from a plaintiff, the statute of limitations is tolled for the period prior to the plaintiff’s discovery of the cause of action See Mass. Gen. Laws ch. 260, § 12; *Demoulas*, 424 Mass. at 519.
40. Where a fiduciary relationship exists, the failure adequately to disclose the facts that would give rise to knowledge of a cause of action constitutes fraudulent conduct and is equivalent to fraudulent concealment. *Demoulas*, 424 Mass. at 519.
41. The discovery rule “tolls the statute of limitations until a plaintiff knows, or reasonably should have known, that is has been harmed or may have been harmed by the defendant’s conduct.” *Taygeta Corp. v. Varian Associates, Inc.*, 436 Mass. 217, 229 (2002) (“That Taygeta may have harbored suspicions prior to that date did not trigger a duty to conduct an independent investigation at some earlier point in time.” (interpreting discovery rule for M.G.L. c. 21E, § 11(A)(4) that incorporates a discovery rule similar to the common law).
42. Specifically, in claims alleging breach of fiduciary duty, constructive notice is not enough to trigger the statute of limitations period; there must be actual knowledge, and perhaps even more. See *Demoulas*, 424 Mass. at 523-524. A plaintiff bringing a claim for a breach of fiduciary duty is not required to make an independent investigation and

- instead need only show that the facts on which the cause of action is based were not disclosed to her by the fiduciary. *Demoulas*, 424 Mass. at 519. When assessing “actual knowledge,” Massachusetts courts decline to “equate suspicion with knowledge.” *Id.* at 521 n. 27.
43. Whether a plaintiff knew or should have known about their cause of action is a question of fact. *See Taygeta*, 436 Mass. at 229.
44. Furthermore, ongoing or continuing tortious conduct within the statute of limitations period is still subject to suit. *Id.* at 232 (nuisance claim based on continuing seepage still occurring within statute of limitations is viable even if the hazardous dumping occurred outside the statute of limitations).
45. Defendants can also be equitably estopped from asserting that a statute of limitations bars a plaintiff's claims where the plaintiff can demonstrate that “statements of the defendant lulled the plaintiff into the false belief that it was not necessary ... to commence action within the statutory period of limitations ..., that the plaintiff was induced by these statements to refrain from bringing suit, as otherwise [the plaintiff] would have done, and was thereby harmed, and that the defendant ‘knew or had reasonable cause to know that such consequence might follow.’” *Pagliarini v. Iannaco*, 440 Mass. 1032, 1032 (2003) (quoting *Ford v. Rogovin*, 289 Mass. 549, 552 (1935)).

IV. Breach of Fiduciary Duty – Equitable Forfeiture

46. “Breach of an employee’s duty of loyalty implicates the doctrine of equitable forfeiture, an alternative remedy to recovery for actual damages. ‘[T]here is substantial authority in Massachusetts that a corporate officer, director, or trusted agent or employee can be required to forfeit the right to retain or receive his compensation for conduct in

violation of his fiduciary duties.’” *Agero, Inc. v. Rubin*, 88 Mass. App. Ct. 1104, 2015 WL 5206557, at *5 (2015).

V. Contempt

47. In order for there to be a finding of civil contempt, there must be “clean and clear and convincing evidence of disobedience of a clear and unequivocal command.” *In re Birchall*, 454 Mass. 837, 853 (2009).
48. Civil contempt can only be used found if “the underlying order is sufficiently clear, so that the party to be bound is provided with adequate notice of the required or prohibited activity.” *Id.*, citing *Warren Gardens Hous. Coop. v. Clark*, 420 Mass. 699, 701 (1995); *Gleed v. Noon*, 415 Mass. 498, 500 (1993); *Department of Pub. Health v. Cumberland Cattle Co.*, 361 Mass. 817, 831 (1972).

Dated: October 11, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Jillian Friedmann, hereby certify that on October 11, 2024, a true copy of the foregoing document was served by email upon counsel as set forth below.

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

C.A. No. 1884CV02607 (Lead case)
C.A. No. 1884CV02736
C.A. No. 2384CV01294

MAY X. ZHOU, AS SHAREHOLDER OF, AND ON BEHALF OF
CAMBRIDGE INSTITUTE OF BUSINESS RESEARCH, INC., AND
KNOWLEDGE GROUP, INC.,
Plaintiff,
Vs.
XINWEI "CHRISTINE" LIN, AND JIANXIN "STEVEN" GAO,
Defendants, and
CAMBRIDGE INSTITUTE OF BUSINESS RESEARCH, INC., AND
KNOWLEDGELINK GROUP, INC.,
Derivative Defendants.

BEFORE: THE HONORABLE DEBRA SQUIRES-LEE
Day One
Suffolk Superior Court
3 Pemberton Square
Boston, Massachusetts 02108
Monday, October 21, 2024

COURT REPORTER

Mary P. Peacock, CSR,

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I N D E X

OPENING STATEMENT BY MR. ROSENFELD:	Pg. 10
OPENING STATEMENT BY MR. RAMACHER:	Pg. 35
DIRECT EXAMINATION OF XINWEI "CHRISTINE" LIN BY MR. RAMACHER	Pg. 61

1 In October of 2017, there is two board meetings.
2 One results in Ms. Zhou saying, I will not give you
3 information, refusing to give information about the
4 transfer of KL China.

5 And second, just a week later, the KL directors
6 ordered analysis of China contractors to confirm that
7 KLS has, quote, "controlling power over all of the
8 contractors and bank accounts." Ms. Zhou objected to
9 that.

10 November 14, 2017, Lin e-mails Ms. Zhou and says,
11 return the ownership of KL China to KL, Zhou refuses.

12 May of 2018, the KL directors vote that KL China
13 assets be transferred to Shangai Toll Wei, Zhou refuses.

14 June of 2018, Ms. Zhou is offered the C00
15 position in an effort to avoid precisely the litigation
16 that we now have.

17 Again, Zhou declines, she refuses.

18 The directors asked Ms. Zhou for information in
19 July, 2018, Zhou refuses.

20 They ask her who is the legal representative of
21 KLS in August of 2018. She lies to them.

22 That is why she was terminated, Your Honor.

23 The KL parties, and specifically KnowledgeLink
24 were well within their rights to terminate May Zhou

May X. Zhou, et al. vs
Xinwei "Christine" Lin, et al.

Trial Day 15
Page 3

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3 COMMONWEALTH OF MASSACHUSETTS
4 SUFFOLK, SS. SUPERIOR COURT DEPARTMENT
5 OF THE TRIAL COURT
6 *****
7 MAY X. ZHOU, as Shareholder of,
8 and on behalf of CAMBRIDGE
9 INSTITUTE OF BUSINESS RESEARCH, INC.
10 and KNOWLEDGELINK GROUP, INC.,
11 V. Docket No.
12 1884CV02607
13 XINWEI "CHRISTINE" LIN and 1884CV02736
14 JIANXIN "STEVEN" GAO, 2384CV01294
15 And
16 CAMBRIDGE INSTITUTE OF BUSINESS
17 RESEARCH, INC.; and
18 KNOWLEDGELINK GROUP, INC.; 1/2
19 *****
20 BENCH TRIAL BEFORE THE HONORABLE DEBRA SQUIRES-LEE
21 Thursday, December 5, 2024
22 9:05 a.m.
23
24
25 Court Stenographer- Katherine A. Tevnan, RMR/CSR

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2 and Jianxin "Steven" Gao
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May X. Zhou, et al. vs
Xinwei "Christine" Lin, et al.

Page 5

Trial Day 15
Page 7

2 WITNESSES: Direct Cross Redirect Recross

3 MAY X. ZHOU

4 By Mr. Rosenfeld 11

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7 E X H I B I T S

8 No. Page

9 268 7/23/16 e-mail 14

10 269 KL-8097 26

11 5/2/18 e-mail

12 270 P-271 95

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15

16 *Original exhibits retained by court clerk

17 ** Documents quoted on the record are transcribed

18 as read.

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1 Court I would like to make my objections by
2 raising my hand. Alternatively, if the Court
3 doesn't like that, then Mr. Ramacher would be
4 available to make the objections.

5 THE COURT: That is perfectly fine.
6 You can also stand if that's more comfortable. I
7 know sometimes standing sometimes helps. Sort of
8 stand over there by the court officer if you need
9 to during any part of today. Mr. Donnelly, you
10 do whatever you need to do.

11 MR. DONNELLY: Thank you.

12 THE COURT: Mr. Dinardo.

13 MR. DINARDO: Thank you, your Honor.

14 So we just want to talk a little bit about

15 scheduling for Dan Xiao.

16 THE COURT: Okay.

17 MR. DINARDO: He communicated with

18 Ms. Crane. He is available next week on Monday

19 and I believe Thursday. Since he is our witness,

20 we wanted to finish him and he has been here --

21 THE COURT: Twice.

22 MR. DINARDO: A couple times. And he

23 asked if we could please put him on at 9:00 a.m.

24 and just get him in and out.

25 THE COURT: On Monday?

Page 6

Page 8

1 P R O C E E D I N G S

2 THE COURT: Thank you very much,
3 Officer. Thank you, everyone. Good morning,
4 Madam Clerk.

5 THE CLERK: Good morning, your Honor.

6 Before the Court we have Civil Action 20182607

7 May Zhou versus Christine Lin and Steve Gao

8 consolidated with Civil Action 20182736

9 KnowledgeLink Group, Inc. versus May Zhou and

10 20231294 May Zhou as shareholder and derivatively

11 on behalf of KnowledgeLink Group, Inc. versus

12 Kristen Lin, Steven Gao and KnowledgeLink Group,

13 Inc.

14 THE COURT: Thank you very much,

15 Madam Clerk. Good morning, Counsel. Good

16 morning, Everyone.

17 Mr. Donnelly, I see you have arisen to

18 bring something to my attention.

19 MR. DONNELLY: Yes. I am standing

20 your Honor, joining the walking wounded. Right

21 after trial my lower back tightened up. So which

22 happens about once a year. And after six

23 straight weeks of trial, not shocking.

24 With the Court's permission I've talked

25 with Ms. Zhou's counsel, if it's okay with the

1 MR. DINARDO: On Monday.

2 THE COURT: Okay.

3 MR. DINARDO: I just talked to

4 Mr. Peters about it. He's not willing to do

5 that. He wants to finish Ms. Zhou first. But I

6 pointed out Mr. Xiao is our witness and we

7 expected he would be finished last week. So we

8 would like to put him on at nine o'clock on

9 Monday, your Honor, if that makes sense to the

10 Court.

11 THE COURT: All right. Mr. Peters?

12 MR. PETERS: I object to that. We

13 have a witness, maybe the most important witness

14 in the case. I think she needs to be finished.

15 I think the continuity matters to the

16 examination.

17 Mr. Xiao is available Wednesday,

18 Thursday, Friday.

19 MR. HASKINS: No. Monday, Thursday,

20 Friday.

21 MR. PETERS: Monday, Thursday, Friday

22 of next week. Monday they have not even finished

23 with their witness because they are going to go

24 all day today.

25 Mr. Xiao is not nearly as important as

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Pages 5-8

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1 if there is anything you think is you miss, you
2 don't understand or you not happy about, give me
3 a call.
4 **Q. Did he call you?**
5 A. No.
6 **Q. Did he ever tell you why he didn't attend**
7 **that meeting?**
8 A. He told me Mr. Chenghua Guan and his
9 general manager Helen Zhao visit in Boston. So
10 he has to host them.
11 **Q. Who is Chenghua Guan?**
12 A. Chenghua Guan is the high rank PCP
13 official in Beijing.
14 **Q. Are you certain that that meeting at the**
15 **Harvard Club and the walk to Boston Common**
16 **occurred after you were terminated? Are you**
17 **certain that it occurred after you were**
18 **terminated?**
19 A. I am certain. 100 percent certain.
20 **Q. Now, you testified earlier that you asked**
21 **for a salary increase for your role as chief**
22 **operating officer of the Cambridge Network but**
23 **never got one. Do you recall that?**
24 A. Yes.
25 **Q. What were you expecting the increased**

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1 **salary to be?**
2 A. We had agreement that is in the document.
3 I believe that is -- have a very detail why I
4 need a increase and each year should be increase
5 how much. And add up to 2017.
6 We have a first conversation is in 2016
7 and then I raise it again on -- sorry --
8 February 2017 and have agreement. So that is by
9 the time should be I thinking the figure if I
10 remember correctly, I am pretty sure it is, but
11 not exactly. But it is very close is 330,000.
12 **Q. When you say you reached agreement, what**
13 **do you mean by that?**
14 A. That is, we first have oral agreement
15 with Ms. Lin and this is increase the salary as
16 executive for both her and myself. And then did
17 not see action, so I follow up. She asked me say
18 "why not you write down the letter, show the
19 details so I can give to HR." I did. And still
20 didn't see the action.
21 Then I figure I find out myself she did
22 increase her own salary but left out mine.
23 **Q. What was your salary for your work as the**
24 **president and CEO of KnowledgeLink at the time**
25 **you were terminated?**

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1 A. How much?
2 **Q. Yes.**
3 A. 224.
4 **Q. And was it always that number?**
5 A. Yes. That is -- even -- since 2012 I
6 have a similar figure but I check my W-2, this is
7 in the 2014, 2015, and 2017, this is 250. But
8 I -- this is even being lower in 2018. So I'm --
9 **Q. Did you know why that happened?**
10 A. No. I not aware at that time.
11 **Q. Did you also get a salary when you first**
12 **started working at the Cambridge Network before**
13 **you started KnowledgeLink?**
14 A. I thinking that is in 200- -- I thinking
15 this is between, I am totally lost because I saw
16 the W-2. This is all 250. Then down to the 224.
17 So I thinking at least it is 224.
18 **Q. And that was, you are talking about**
19 **Cambridge Network now?**
20 A. Yeah, I am talking about Cambridge
21 Network. That's all my W-2 showed 250.
22 **Q. Have you been able to work since your**
23 **termination from KnowledgeLink in 2018?**
24 A. I'm sorry, your question again.
25 **Q. Have you been able to work since your**

Page 84

1 **termination from KnowledgeLink in 2018?**
2 A. No.
3 **Q. Why not?**
4 A. The first, the area I work is education.
5 **Q. And --**
6 A. That is really, I thinking the
7 reputation-wise, it is really important.
8 Give me one second.
9 (Pause)
10 A. I think reputation-wise it is very
11 important so, so -- thank you.
12 (Pause)
13 A. Let me start another way, maybe I could
14 -- first, I still the 30 percent owner of
15 KnowledgeLink. So I don't want to break my
16 fiduciary duty to my partner. And especially
17 after they planned the PI order, I been
18 restrained for the competition. And then they
19 using that PI order everywhere. And they are
20 trying to say I trying to compete. Even I doing
21 anything not related, I don't want to find excuse
22 to saying this is your contempt court order.
23 Then you compete. I need to totally stay away
24 from that area.
25 And also that is the reputation is very

VOLUME: 17
PAGES: 175

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. SUPERIOR COURT DEPARTMENT

OF THE TRIAL COURT

Docket No. 1884CV02607 consolidated with

1884CV02736 and 2384CV01294

MAY X. ZHOU, as Shareholder)
of, and on behalf of)
CAMBRIDGE INSTITUTE OF)
BUSINESS RESEARCH, INC.)
and KNOWLEDGELINK GROUP,)
INC.,)
V.)
XINWEI "CHRISTINE" LIN and)
JIANXIN "STEVEN" GAO,)
And)
CAMBRIDGE INSTITUTE OF)
BUSINESS)
RESEARCH, INC.; and)
KNOWLEDGELINK GROUP, INC..)

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BENCH TRIAL
BEFORE THE HONORABLE DEBRA SQUIRES-LEE
3 Pemberton Square, Courtroom 1017
Boston, Massachusetts
Tuesday, December 10, 2024
8:36 a.m. - 12:59 p.m.

Reported by:
Dawn Mack-Boaden
Registered Professional Reporter; CSR# 153120

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17			
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19

20

21

22 ** Original exhibits were retained by the court
clerk.

23 ** Documents quoted on the record are transcribed
as read.

24

1 of the -- the lack of willingness to
2 authenticate documents that are clearly
3 theirs is -- is intended to interfere with
4 the ability to -- to introduce evidence.
5 And this is a -- is a -- is a -- there's a
6 way to deal with that through the rules that
7 the rules call for and allow for.

8 THE COURT: Mr. Rosenfeld, you, on
9 behalf of Ms. Zhou -- Ms. Zhou is seeking
10 some equitable relief in this case; correct?

11 MR. ROSENFELD: She is.

12 THE COURT: What is she seeking in terms
13 of equity?

14 MR. ROSENFELD: So, Your Honor, one
15 thing she's seeking is an accounting.

16 THE COURT: Okay.

17 MR. ROSENFELD: Other things that she is
18 seeking is the removal of the --

19 THE COURT: The individuals.

20 MR. ROSENFELD: -- the individuals,
21 Mr. Gao and Ms. Lin, from the board of
22 directors. And --

23 THE COURT: If she proves her breach of
24 fiduciary duty case.

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS. SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

* * * * *

MAY X. ZHOU, as Shareholder
of, and on behalf of CAMBRIDGE
INSTITUTE OF BUSINESS RESEARCH,
INC. and KNOWLEDGELINK GROUP,
INC.,

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,

and
CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC.; and
KNOWLEDGELINK GROUP, INC.

* * * * *

Docket No.
1884CV02607
1884CV02736
2384CV01294

BENCH TRIAL
BEFORE THE HONORABLE DEBRA SQUIRES-LEE

APPEARANCES:

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8
9 Boston, Massachusetts
Room 1017

10 December 17, 2024

11 Alexander Loos
Registered Diplomate Reporter

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1	I N D E X			
2	WITNESS:	DIRECT	CROSS	REDIRECT RECROSS
3	MAY X. ZHOU			
	(By Mr. Dinardo)		22-8	
4	(Mr. Donnelly)			22-14
	(Mr. Peters)			22-25
5	PAULA CARGILL			
6	(Ms. Haskins)	22-35		
	(Mr. Rosenfeld)		22-69	
7	PETER SZECHENYI			
8	(Mr. Peters)	22-111		
	(Mr. Dinardo)		22-151	
9	FRANK PHILLIPS			
10	(Mr. Ramacher)	22-178		
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1	Did KnowledgeLink ever provide Ms. Zhou with an	10:00:31
2	extension on Trial Exhibit 201?	10:00:34
3	A I believe there was a two-week extension at some	10:00:36
4	point. I don't remember when.	10:00:39
5	Q And was there a situation where KnowledgeLink did	10:00:42
6	not extend another extension to Ms. Zhou?	10:00:47
7	A That was when we terminated.	10:00:48
8	Q And do you know why they did not provide another	10:00:52
9	extension to Ms. Zhou?	10:00:55
10	MR. ROSENFELD: Objection.	10:00:56
11	THE COURT: Overruled.	10:00:57
12	THE WITNESS: Can I respond to that?	10:01:02
13	BY MS. HASKINS:	10:01:02
14	Q Yes.	10:01:03
15	THE COURT: Yes. "Overruled" means you may answer.	10:01:04
16	I'm sorry.	10:01:06
17	THE WITNESS: That's okay.	10:01:06
18	THE COURT: We know our little lingo.	10:01:07
19	You may answer.	10:01:09
20	THE WITNESS: We -- it was getting dangerously close	10:01:11
21	to the kickoff of the new year in China, and we needed to	10:01:14
22	get the information in order to get the teachers on the	10:01:18
23	ground.	10:01:22
24	BY MS. HASKINS:	10:01:22
25	Q And switching gears a little, are you aware of a	10:01:24

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

Defendant MAY X. ZHOU, as)
Shareholder of, and on)
Behalf of CAMBRIDGE)
INSTITUTE OF BUSINESS)
RESEARCH, INC.)
And KNOWLEDGELINK GROUP,)
INC.,)
V. Docket No.)
1884CV2607)
XINWEI "CHRISTINE" LIN and)
1884CV02736)
JIANXIN "STEVEN" GAO,)
2384CV01294)
And)
CAMBRIDGE INSTITUTE OF)
BUSINESS)
RESEARCH, INC.; and)
KNOWLEDGELINK GROUP, INC.)
BENCH TRIAL BEFORE THE HONORABLE DEBRA SQUIRES-LEE
Friday, January 10, 2024 9:03 a.m.

1 Reported by: Mary Mucci (Peacock)
2 Registered Professional Reporter
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1 we adopt everything that KL is arguing here, and some of
2 which you have heard from Mr. Peters' closing argument.

3 Ms. Lin summarized the reasons twice during
4 her examination, and the summary version is the transfer
5 in May of 2017 occurred without authorization of the KL
6 Board, Lin had told Zhou beforehand not to transfer KL
7 China.

8 When it happened Zhou never told Lin. Lin
9 independently discovered it. In June of 2017 Lin asked
10 Zhou to reverse the transfer, she refused to do it.

11 Lin and Gao at board meetings asked her to
12 do that over, and over, and over, and over again. She
13 said she would not do it because she cannot control
14 Frank, which was false.

15 And then Zhou repeatedly refused to provide
16 information regarding Beituomengqui. I'm going to speak
17 further about that in a moment.

18 Zhou continued to refuse to sign a
19 non-compete agreement, which for an officer of a company
20 is outside the bounds of reasonableness, and both Lin
21 and Gao had signed them.

22 And then finely the weekend, July 7, 8,
23 2018, walk in a public garden, Zhou telling Lin that
24 herb job offer was a demotion from CEO to COO was

1 insulting, and Zhou said Lin that if she didn't revoke
2 that she was going to render KL Penniless.

3 THE COURT: Mr. Donnelly, I'm going to ask
4 you to pause here.

5 I appreciate everybody's understanding that
6 my principal obligations at the moment are residing over
7 a criminal session downstairs. I will be back shortly.
8 Thank you.

9 (Brief break.)

10 THE COURT: I appreciate everybody's
11 understanding. All right, you have 26 more minutes.
12 That get's us to 11:06, Mr. Donnelly.

13 MR. DONNELLY: Thank you, Your Honor.

14 So on the Slide 23, this is the chronology,
15 I don't have time to run through the whole thing, but it
16 shows how patient Lin and Gao were throughout this whole
17 time period, the many board meetings.

18 A couple of things I just want to point out
19 here.

20 March 9, 2018 Ms. Zhou in Exhibit No. 6 sent
21 an e-mail to Lin and Gao about an exit plan, "I want to
22 get this done within 2 months."

23 The reason she wanted to get it done in
24 two months, if you put this all together, is that she

CLOSING ARGUMENT OF CHRISTINE LIN AND STEVEN GAO

JANUARY 10, 2025

May X. Zhou v. Xinwei “Christine” Lin and Jianxin “Steven” Gao, Suffolk Superior Court C.A. No. 1884CV02607 (the “**2607 Action**” or “**2018 Action**”)

KnowledgeLink Group, Inc. v. May Zhou, Suffolk Superior Court C.A. No. 1884CV02736 (the “**2736 Action**” or “**KL Action**”)

May X. Zhou, as Shareholder of, and on behalf of Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. v. Xinwei “Christine” Lin and Jianxin “Steven” Gao, C.A. No. 2384CV01294 (the “**1294 Action**” or “**Derivative Action**”)

Breach of fiduciary duty (Counts I & II in 2607 Action)

“[Lin] breached her duties of utmost good faith and loyalty to [Zhou] by, among other things,

[1] causing [Zhou] to be terminated as an employee of [KL];

[2] terminating her as a director and officer of [KL];

[3] terminating her from her position as an officer/director of the relevant entities in the Cambridge Network; and

[4] otherwise freezing out [Zhou] from KnowledgeLink and the relevant entities in the Cambridge Network.” SAC ¶ 95 (Count I).

Identical allegations against Gao in SAC ¶ 102 (Count II).

Zhou Did Not Satisfy Her Burden re Termination as a KL Officer and Employee

- To prevail, Zhou must prove that the challenged action of Lin and Gao lacked a legitimate business purpose **or** that the same legitimate objective could have been achieved with actions less harmful to Zhou's personal interests. **PCL 75** (citing *Zimmerman v. Bogoff*, 402 Mass. 650, 657 (1988)).
- "[D]ischarging a shareholder who neglects his duties or who disrupts company business is not a breach of fiduciary duty." **PCL 78** (quoting *Pulsifer v. BitFlow Inc.*, 2001 WL 170453 *19 (Mass. Super. Ct. 2001) (McHugh, J.), *judgment aff'd by Pulsifer v. BitFlow, Inc.*, 60 Mass. App. Ct. 1103 (Nov. 21, 2003) (Rule 1:28 Order)).
- "[T]he controlling group in a close corporation must have some room to maneuver in establishing the business policy of the corporation. It must have a large measure of discretion, for example, in declaring or withholding dividends . . . establishing the salaries of corporate officers, dismissing directors with or without cause, and hiring and firing corporate employees." **PCL 77** (quoting *Wilkes v. Springside Nursing Home, Inc.*, 370 Mass. 842, 851 (1976)).
- The fiduciary duties that shareholders in a closely held corporation owe to one another "is not intended to place a strait jacket on legitimate corporate activity." **PCL 76** (quoting *Zimmerman v. Bogoff*, 402 Mass. 650, 657 (1988)).

Lin and Gao's decision to terminate Zhou's employment was in KL's best interest, was undertaken in good faith, and there was no reasonable alternative less harmful to Zhou

- All arguments and evidence supporting KL's claims in the 2736 Action and KL's counterclaims in the 1294 Action are adopted by Lin and Gao.
- Lin testimony (*Oct. 23, 79; Oct 28, 16-17*)
 - Transfer of KL China in May 2017 occurred w/o authorization of KL board
 - Lin had told Zhou not to transfer KL China
 - Lin independently discovered transfer in June 2017
 - Lin asked Zhou to reverse the transfer
 - Lin and Gao asked Zhou at board meetings what she knew and to reverse
 - Zhou refused, said Frank wouldn't return KL China, and she was powerless
 - Zhou repeatedly refused to provide information re from Beitoumengqi
 - Zhou continued her refusal to sign a non-compete agreement
 - July 7-8, 2018 Public Garden meeting, including Zhou saying KL job offer was insulting and Zhou threatening to render KL penniless if she was not retained in CEO position.
 - Timing corroborated by Lin 7/9/2018 email to Cargill, Szechenyi, Gainsboro. TX 209.

Lin and Gao were patient, and their reasons for terminating Zhou's employment were corroborated

- Aug 3, 2017. KL board meeting. TX 20 (minutes)
- Aug 17, 2017. Lin email to Zhou. TX 225. KL China set up was different than other companies set up. *Lin*, Oct 23, 95-96.
- Sept 22, 2017. KL board meeting. TX 21 (minutes). No info from MZ.
- Oct 10, 2017. KL board meeting. TX 23 (minutes). No info from MZ.
- Nov 14, 2017. Lin email to Zhou. TX 13. Lin says she is KL CEO, Zhou president. Why? "Because I had concerns about May Zhou's disloyal to me and to KnowledgeLink Group." *Lin Oct 23*, 103-104.
- Nov 14, 2017. Lin email to Zhou: "This is not negotiable. You need to transfer the ownership and control back immediately. This is an instruction." TX13
- Jan 19, 2018. KL board meeting. TX 24. "[Zhou] said she's not going to get it, the ownership [of KL China] back to KnowledgeLink Group." *Lin Oct 23*, 106. Zhou also reported a contract between KL China and KL re tuition collection, which shocked Lin because Lin had no prior knowledge, and Zhou refused to provide any info about the contract. *Id.* 109.
- Mar 7, 2018. Lin email to Zhou demanding return of KL China and other action. TX 16. No reply from Zhou.
- Mar 9, 2018. KL board meeting. TX 44. Zhou refused to transfer KL China back from Beitoumengqi. *Lin Oct 23*, 106.
- Mar 9, 2018. Zhou "Exit Plan" email to Lin and Gao. "I would like to . . . get it done within two months." TX 6.
- Apr. 13, 2018. KL board meeting. TX 25. Zhou did not respond to request to return KL China from Beitoumengqi, and did not provide any information. Lin's concerns about collected tuition grew. *Lin Oct 23*, 112-13.
- May 18, 2018. KL board meeting. TX 26. Same. *Lin Oct 23*, 3-114-15.

Lin and Gao were patient, and their reasons for terminating Zhou's employment were corroborated (*cont'd*)

- June 8, 2018. KL board meeting. Officer positions discussed. TX 27.
- June 11, 2018. COO offer to Zhou. TX 200.
- **June 22, 2018.** Email to Zhou et al re Lin's proposed formation of Love Guidance Nurture Education Management (Chengdu) Co., Ltd., wholly owned by CIBR, with Lin, Gao and Zhou as directors. **TX 282.**
- June 28, 2018. Further extension of offer to Zhou. TX 201.
- July 10, 2018. Termination letter. TX 42.
- Gao, Cargill, Gainsboro, Chaung and Szechenyi corroborate the termination grounds. *Cargill, Dec. 17, 48-49; TX 1.*
- Zhou's narrative was not corroborated.

TX 282. June 22, 2018. Email (with Zhou in copy) re Lin's proposed formation of Love Guidance Nurture Education Management (Chengdu) Co., Ltd., wholly owned by CIBR, with Lin, Gao and Zhou as directors. MZ00297855.

Zhou forwards it to Frank, who replies: "Everyone has his own destiny, which depends on whose layout is great."

From: frankzhou
Sent: Saturday, June 23, 2018 1:08 AM
To: May Z
Subject: Re: Articles of Association of Cambridge Network

Everyone has his own destiny, which depends on whose layout is great

Sent from my iPhone
On June 23, 2018, 06:28, May Z <mayz.cicbr@gmail.com> said:

The Articles of Association of branch that CIE is preparing to register in China

Sent from my iPhone
Begin forwarded message:

From: Kai Chuang <Kai.Chuang@thecambridgenetwork.com>
Date: June 22, 2018 at 16:53:10 EDT
To: Peter Szecsenyi <Peter.Szecsenyi@thecambridgenetwork.com>
Cc: Craig Gainsboro <craig@ignitionconsultants.com>, "Christine (Xinwei) Lin" <christine.lin@thecambridgenetwork.com>, STEVEN GAO <seven6993698@hotmail.com>, May Z <mayz.cicbr@gmail.com>
Subject: FW: Articles of Association of Cambridge Network

Hello Peter,

Here is the draft of the article of the incorporation for "Love Guidance Nurture Education Management (Chengdu) Co., Ltd.", a CIBR wholly owned company.

Summary what we discussed this morning -

- CIBR plans to invest USD300K in Chengdu, China - The initial required capital will USD220K
- Board of directors (supervisors) directors at the company - Steven, Christine, and May
- Supervisor - Peter
- President/General Manager - Barbara (Forest will check whether it will automatically be one member at the board)
- The legal representative - Barbara or Forest?
- Accountant - Alex or Local CPA firm?

Christine wants to have the Cambridge Network 1819 meeting on July 13. One of the topics is to review the Love Guidance Nurture Education Management (Chengdu) Co., Ltd. Please set it up accordingly.

Thank you
Kai

Zhou side-stepped the Court’s expressed interest in learning the information, if any, Zhou provided Lin and Gao in response to their persistent legitimate inquiries

- Lin and Gao testified at length about the information they requested from Zhou and her repeated failures and refusals to provide it.
- On direct exam, Zhou summarily testified she never refused to provide information. *Zhou, Dec 5, 75.*
- The Court then intervened:

BY MR. ROSENFELD:

Q. Did you every refuse to provide the information they [Lin and Gao] claim you refused to provide?

THE COURT: Asked and answered. **I want to know what information she provided.”** *Dec 5, 76.*

- Zhou did not offer testimony about her providing information concerning the transfer to Beituomengqi.
- Zhou never provided Lin or Gao the forged documents used to effect the transfer. *Lin, Oct 30, 72.*
- Zhou merely stated “every month the bank statement of Choingqing Nuolin was produced” in the year preceding July 10, 2018. *Zhou, Dec 5, 77.*
- The evidence showed account information for only 3 of 8 accounts was provided. TX 296, 297, 298; *Zhou, Dec. 13, 52-71.*
- Zhou’s presentation left untouched Lin’s testimony:

“Q. Did Ms. Zhou ever provide information to you to assist KnowledgeLink in getting KL China, that is Chongqing Nuolin, back from Beituomengqi? A No, she never did.” *Lin, Oct 28, 19.*

Lin and Gao were patient, and their reasons for terminating Zhou's employment were corroborated (*cont'd*)

- Zhou signed a Power of Attorney authorizing Frank to sign documents on her behalf, and Zhou backdated it. *Zhou, Dec 9, 146-157; TX 271.*
- Zhou admitted she first heard of Beitoumengqi in 2016—before the May 22, 2017 application to transfer KL China. *Zhou, Dec 9, 162.*
- Zhou feigned ignorance of Beitoumengqi's involvement in KLIS 2017 summer camp, despite May 17-19, 2017 emails from and to her. *TX 272; Zhou, Dec 9, 162-172.*
- Zhou initially denied authorizing the conversion of KL China, despite her affidavit of Sept 12, 2018 stating “[i]n May 2017 . . . I authorized the conversion of Chongqing Nuolin.” *Zhou, Dec 9, 175-78.*
- Zhou included Frank on March 28, 2018 emails with prospective investor XDF. *TX 276.*
- When Lin first met Frank on June 6, 2018, Zhou led him away before Lin could ask him about from Beitoumengqi. *Lin, Oct 29, 62-63.*
- June 23, 2018. Zhou forwards to Frank the June 22 email referring to Lin proposing a new CIBR wholly-owned subsidiary in China. Frank replies: “Everyone has his own destiny, which depends on whose layout is great.” *TX 282.*
- Frank's bank account statements were addressed to Zhou's personal residence pre- and post-termination. *Zhou, Dec 10, 93-108.*

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

CIVIL ACTIONS

No. 1884CV02607-BLS2

No. 1884CV02736-BLS2

No. 2384CV01294

MAY X. ZHOU

vs.XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO

KNOWLEDGELINK GROUP, INC.

vs.

MAY X. ZHOU

MAY X. ZHOU¹vs.XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO & others²FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER FOR JUDGMENT

Remaining for resolution in these consolidated cases are the following:

- (i) May X. Zhou's (Zhou) claims in Case No. 1884CV02607 for breach of fiduciary duty against Xinwei "Christine" Lin (Lin) and Jianxin "Steven" Gao (Gao); aiding and abetting breach of fiduciary duty against Gao; civil conspiracy against Lin and Gao; breach of contract against Lin;

¹ As shareholder and on behalf of Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc.

² Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. as derivative defendants

NOTES SENT
BY EMAIL
4/10/25
EC

interference with advantageous business relationships against Lin and Gao; and defamation against Lin and Gao;

- (ii) KnowledgeLink Group, Inc.'s (KnowledgeLink) claims against Zhou in Case No. 1884CV02736 for breach of fiduciary duty and for an equitable accounting;³
- (iii) Zhou's derivative claims against Lin and Gao on behalf of KnowledgeLink in Case No. 2384CV01294 for diversion of corporate opportunities; conversion; breach of fiduciary duty; and for declaratory relief;⁴
- (iv) KnowledgeLink, Lin, and Gao's counterclaims in Case No. 2384CV01294 against Zhou for breaches of fiduciary duty, conversion, and civil conspiracy;⁵ and,
- (v) KnowledgeLink's complaint for contempt against Zhou for allegedly violating the Court's (Sanders, J.) Preliminary Injunction Order in Case No. 1884CV02736.

The case was tried before me over twenty-four days between October 21, 2024, and December 20, 2024. Sixteen witnesses testified, and 318 exhibits were admitted into evidence. Pursuant to Mass. R. Civ. P. 52(a), I find the following facts and make the following conclusions of law.⁶

³ The breach of fiduciary duty claims are differentiated based on the alleged conduct: violation of the duty of loyalty (Count I), diversion of corporate opportunity / self-dealing (Count II), and breach of the duty of care (Count III).

⁴ All derivative claims relating to Cambridge Institute of Business Research, Inc. (CIBR) were dismissed for failure to make proper demand.

⁵ Here, as well, the breach of fiduciary duty claims asserted by KnowledgeLink are differentiated based on remedy and / or conduct: equitable forfeiture (Counterclaim Count I) and hidden assets (Counterclaim Count II). Lin and Gao assert a general breach of fiduciary duty claim (Counterclaim Count III).

⁶ Closings occurred on January 10, 2025.

FINDINGS OF FACT

Based on the testimony, exhibits, stipulations, agreed facts, other credible evidence introduced at trial, and the reasonable inferences I draw therefrom, I find the following facts.⁸

I. Parties

A. Individuals

Lin and Gao were married in 1997. They were born in China and educated in Shanghai. In 1999, Lin and Gao moved to the United States and established an importing and exporting business in California called Creative Lights, Inc. also known as, or formerly known as, Creative Group, Inc. (Creative Lights). Creative Lights imported home decorative items including candles manufactured in China and Vietnam. Lin owned Creative Lights, and, as was her practice, purported to hold half of the company for Gao's benefit. Gao received a salary from Creative Lights of \$200,000, although Gao did not work full time for the company.

Zhou also was born in China. She came to the United States and obtained a master's degree in electrical engineering from the University of Texas at San Antonio in 1997 or 1998. Zhou thereafter worked in information technology and as a software developer. She is married to Jun Zhou (Jim). After she moved to Massachusetts, Zhou volunteered at her daughter's schools and the local Chinese school, ran cultural events,

⁷ I do not here restate all the testimony or exhibits in this case which I credited, only those facts which I found material and necessary to decide the claims.

⁸ Despite two dozen days of testimony and the admission of several hundred exhibits, fact finding in this case was difficult. The parties frequently sought to introduce evidence by presenting documents to hostile witnesses who refused to agree with the information depicted therein or counsel's characterization of that information. This resulted in an absence of explanatory testimony regarding those documents. In many instances, the documents themselves do not provide sufficient bases for any findings of fact. Further, rather than focus on and argue from the evidence, all parties continually referenced and argued about the allegations in their respective Complaints.

and connected Chinese university students with young Chinese and Chinese American children. Zhou also served as a volunteer for the Overseas Chinese Entrepreneur Association (OCEAN), which provides continuing education for entrepreneurs with Chinese heritage. She ran an OCEAN youth program called "Entrepreneur 101." Zhou met Gao when she was an OCEAN volunteer, and he was participating in a six-month MBA program through OCEAN.

B. CIBR and KnowledgeLink

Lin, Gao, and Zhou established the Cambridge Institute of Chinese Business Research (CICBR) in 2009. Lin owned seventy percent of the company and Zhou owned thirty percent. Originally, CICBR's goal was to bring American university-level students to China for internships and assist young professionals to set up international businesses in China. That enterprise was not successful. As a result, the parties transitioned the business model to bringing Chinese high school students to the United States to attend private day high schools.⁹ The name of the business was changed to CIBR in 2015.

⁹ There is a stark divergence among the parties regarding who came up with the idea to bring Chinese high school students to the United States. Lin and Gao testified that the idea came to them when they met with Frank Phillips, the head of St. Mary's School in Oregon, whereas Zhou testified she came up with the idea when her daughter was applying to private high schools in the United States and she learned of decreasing enrollment in those schools. Zhou also testified that the idea arose from her belief that Chinese students who had been educated at American secondary schools would have better success at American universities, as they would have the benefit of an American-style educational system. I found Zhou more credible on this issue, particularly because she articulated a coherent educational vision, had preexisting experience in the educational field, albeit as a volunteer, and had a much more nuanced view of the educational issues faced by Chinese students. However, I need not decide the question of who came up with CIBR's ultimate business model as that issue of fact is not material to the resolution of the claims in this case.

Between 2009 and 2015, approximately fifteen additional entities were formed that comprised the “Cambridge Network,” including an umbrella organization, the Cambridge Institute of International Education (CIIE). Many of the entities focused on ancillary or associated aspects of the CIBR business model, such as housing for the Chinese students.¹⁰ The ownership interest in all the additional entities – including CIIE – was the same. Zhou had a thirty percent ownership interest and Lin (and Gao) held a seventy percent interest.¹¹

¹⁰ One such entity, The Green Planet, Inc. (“Green Planet”), provided services to host families.

¹¹ In an action where Green Planet was a defendant, a California state court held in 2019 that the corporate veil between the various Cambridge Network companies, including Green Planet, and Lin should be pierced because assets were transferred among and between the related entities; there was little to no segregation between the entities; Lin took a personal loan from Green Planet after it had begun to decline; the companies had made “seven-figure equity distributions” in 2016 and 2017; and Green Planet was still conducting business but ceased recording revenue after the case was filed. See IDP 21 v. Brooks Institute Holdings, LLC, 2019 WL 12054784, at *1 (Cal. Super. Nov. 21, 2019). The court found particularly compelling the “timing of [Green Planet’s financial] transactions” and that the loan to Lin suggested a “disregard of the corporate boundary.” Id. CIBR paid \$4,825,840.29 in liabilities arising from the California judgments.

Although the issue is not presented for my determination, as this case involves an internal dispute between shareholders and between Zhou and KnowledgeLink, there is significant evidence in the record before me that the parties did not observe corporate formalities and intermingled assets and employees. For example, in early 2018, KnowledgeLink provided the funds to pay employees of the Cambridge Network’s unofficial Chinese subsidiaries (discussed below) in advance of the Chinese New Year. In August 2018, when Kai Chuang, the global controller of the Cambridge Network companies, told Lin and Gao via email (after Zhou had been terminated and removed from the board of KnowledgeLink) that “[t]he China Operation” needed \$434,000 by September, Lin instructed Chuang to “collect the money from KL [KnowledgeLink] you will have a lot of RMB [Renminbi] and will no longer need transfer dollars” There was also evidence of various loans to and from Lin and Gao and various entities. Finally, the tuition money KL China collected in RMB was sometimes used to pay CIBR

KnowledgeLink was formed in 2013. I credit Zhou that it was her idea to form KnowledgeLink. Its business model mirrors CIBR's: rather than bring Chinese students to the United States to obtain an American-style education, KnowledgeLink focuses on bringing American-style education to China. KnowledgeLink partners with Chinese schools, and recruits and provides American and other English-speaking teachers and American curricula to the Chinese partner schools. KnowledgeLink also partners with American schools to offer dual degrees to the Chinese students at the Chinese schools.¹² As with all the Cambridge Network companies, Lin and Zhou owned KnowledgeLink in the same percentage – Lin owned seventy percent and Zhou owned thirty percent.

KnowledgeLink adopted by-laws in 2017. Relevant here, the KnowledgeLink by-laws: (1) require a Board of Directors of at least three members, unless the number of shareholders is reduced to two, in which case the Board could consist of two Directors; and (2) permit a majority of the shareholders to remove a director with or without cause. Zhou was not aware that by-laws were adopted.

II. Management and Operation of CIBR, KnowledgeLink, and Related Entities

A. Shareholders' Roles in CIBR and KnowledgeLink

From the outset, Lin was the President of CIBR and Zhou served as CIBR's Chief Operating Officer (COO). Gao served as CEO of CIBR until approximately 2016 when Lin assumed that role. Until Zhou's removal in 2018, Zhou was the CEO and President of KnowledgeLink and served on the Board of Directors of CIBR, KnowledgeLink, and all the Cambridge Network entities. At some point, Lin gifted half of her interests in CIBR and KnowledgeLink (and presumably in the other Cambridge Network entities)

expenses in China. I have been provided no documentation showing proper accounting for such transactions.

¹² The American partner schools included St. Mary's School in Oregon, the Barstow School in Missouri, the John Carroll School in Maryland, and Oak Hill School in Oregon.

to Gao.¹³ Thereafter, Lin and Gao each owned thirty-five percent of the entities and Zhou owned thirty percent.

The “high school business” – which I reasonably infer refers to both CIBR and KnowledgeLink – was “built around” Zhou and therefore Lin and Gao expected Zhou to manage it. Zhou managed services in China, Vietnam, and South Korea as well as marketing and student recruitment. As related to KnowledgeLink, Zhou located schools in China interested in introducing an American curriculum and marketed KnowledgeLink’s programs to them. With respect to CIBR, Zhou travelled often to China and met with schools, study abroad agencies, banks, and wealth management businesses. She also tried to locate students and encourage them to consider secondary school in the United States. In the early years of CIBR, Zhou spent up to sixty percent of her time in China and, as between the three, Zhou was the only principle of CIBR and KnowledgeLink that recruited schools and students in China. Zhou also participated in symposia, spoke to school administrators, and engaged in other marketing efforts, including giving interviews. Zhou became the “face” of both entities to many of their Chinese partners.

Zhou worked much harder than either Lin or Gao. Lin initially, including in September 2013, only worked part time and managed the finance and residential service departments of both entities because she was dealing with childcare and taking classes at the Harvard Extension School. As for Gao, whatever titles he may have held over time, Gao did not work for or devote himself primarily or even substantially to the

¹³ Lin transferred thirty five percent of the shares in KnowledgeLink to Gao in 2019 or 2020 after the disputes arose in this case. Lin and Gao both testified that Lin always held half of her official seventy percent ownership interest for Gao’s benefit. There appears to be no dispute that Gao was, at all times, the beneficial owner of thirty-five percent of the stock of each of the relevant entities.

Cambridge Network entities or KnowledgeLink.¹⁴ In February 2013, Gao acknowledged that Zhou had done the lion's share of the work establishing the "high school business," i.e., CIBR and KnowledgeLink. Gao also acknowledged that he and Lin had not been as hardworking.¹⁵ Gao was not "suited for a fixed work schedule" because he needed time for "thinking" and "social contact."

At some point, the parties agreed that Zhou would be entitled to forty percent of the profit of KnowledgeLink, although that agreement was never formally memorialized.¹⁶

In 2013, the parties signed a stockholder's agreement for CIBR that provides, in relevant part, that the Board of Directors would consist of three persons, one of which was to be appointed by each of Lin, Gao, and Zhou. Although the parties discussed potential shareholder agreements for KnowledgeLink and CIBR, they never entered into a formal shareholders agreement for either company.¹⁷ Zhou never entered into a non-disclosure agreement (NDA) with any entity because she had been advised that the inclusion of an NDA in various draft shareholder agreements, which had been circulated in early 2014, would be sufficient. Zhou also did not enter a formal employment agreement with CIBR, any of the Cambridge Network companies, or KnowledgeLink.

¹⁴ I do not credit Lin's testimony that Gao developed all the business ideas of the Cambridge Network.

¹⁵ On February 16, 2013, Gao emailed Zhou acknowledging that: (i) Zhou had worked hard in the past three years and "achieved a lot;" (ii) he was *willing* to work hard like Zhou in the next three years; and (iii) Zhou *would see* a "hardworking [Lin] in the next few years." Ex. 247.

¹⁶ E.g., Ex. 86. I do not credit Lin's denials regarding the clear admission in Ex. 86.

¹⁷ No evidence was presented, and I am unable to discern, why a new shareholders agreement would have been required for CIBR.

Zhou reasonably understood that the parties had agreed that she would operate KnowledgeLink without interference by Lin or Gao and that they would operate CIBR without her interference.¹⁸ I base that finding on the following evidence. On February 19, 2013, at 7:30 p.m., Gao wrote an email to Zhou, copying Lin, which stated:

"Especially in my new job, please, as a minority shareholder, do not give any comment or exert any influence on the operation of the new company in the future. Hereby!!!"

Zhou responded that same day at 9:31 p.m. via email to Gao and copying Lin and her husband, Jim. She wrote:

Steven,

Didn't we agree that neither of us would interfere in the other's company? Neither the major shareholder nor the minority shareholder has the right to exert any influence on the specific operation of the other company or to force a sale, nor can they force to recover. Please confirm that as well.

Thank you.

At 10:22 p.m., Gao responded by email:

I confirm that,

1. Neither the major shareholder nor the minority shareholder has the right to exert any influence on the specific operation of the other company or to force a sale, nor can they force to recover.
2. If a major shareholder or a minor shareholder intends to sell the branch it operates, the sale can only be carried out with the voting and adoption by the board of directors. If it doesn't pass the vote, it can't be sold.
3. If sold, the relevant earnings will still be distributed according to the share proportion of 3:7.

At 11:31 p.m., Zhou emailed a one-word response: "Agree."¹⁹ Lin did not respond or comment on any of the emails. However, in 2015, in connection with the CIBR name

¹⁸ The agreement was not encompassed in any writing signed by all the shareholders.

¹⁹ Gao introduced into evidence another version of this email chain (Ex. 62), which includes a second email from Gao to Zhou, with a copy to Lin and Jim, that Gao sent

change, Lin confirmed that the parties had agreed on the “independence” of KnowledgeLink. Further, Craig Gainsboro (Gainsboro), the Chief Financial Officer (CFO) for the Cambridge Network entities, testified to his understanding that Zhou had the discretion to operate KnowledgeLink as she chose.

Despite the success of both companies,²⁰ Lin, Gao, and Zhou began to disagree about the future direction of the businesses and their relationship became very strained. Lin viewed Zhou as insubordinate, inexperienced, and weak, and believed Zhou thought too highly of herself.

B. Zhou’s Compensation

As early as 2013, Zhou complained about her salary. In 2017, the salary dispute came to a head. Lin agreed to new salaries for herself and Zhou. Zhou later learned, however, that while Lin had increased her own salary, she had not increased Zhou’s salary. In October and November 2017, Zhou expressed frustration that her salary had not increased since 2014 and reiterated that Lin had agreed to an increase to Zhou’s salary to \$331,523 with a retroactive payment for the delay in salary increases in the form of a lump sum payment of \$261,200.94. Zhou also had not received a bonus since 2014 and she believed she was owed a \$140,000 bonus for 2015 and a \$160,000 bonus for 2016. Lin refused to increase Zhou’s salary or pay any bonuses, claiming the amount requested was too high.

after his 10:22 email. But Gao did not dispute that he “confirmed” to Zhou that he and Lin would operate CIBR and Zhou would operate KnowledgeLink without “influence” from the other. And Ex. 62 does not contradict that Zhou responded with her agreement to Gao’s 10:22 p.m. email.

²⁰ At one point, CIBR worked with over 200 American schools. From 2009 to the end of 2013, CIBR’s revenue grew from zero to between \$13 million and \$15 million.

Notwithstanding their disagreements, KnowledgeLink was successful as shown by its increasing revenue. From 2013 to 2018, KnowledgeLink's total income rose from \$78,835 to \$9.26 million.

Zhou testified that, until 2018, she received approximately \$700,000 annually in distributions / dividends from all the entities, which I find is generally consistent with what is reflected on Exhibit 270.²¹ And, the parties stipulated that, from 2009 to 2018, Zhou received \$3.1 million in shareholder distributions from the Cambridge Network entities, which constituted thirty percent of the total issued dividends. Since 2018, Zhou has received nothing from CIBR, the Cambridge Network companies, or KnowledgeLink.

C. Other Employees of CIBR, KnowledgeLink, and / or the Cambridge Network Entities

Gainsboro was hired on a contract basis as the CFO for all the Cambridge Network companies, including KnowledgeLink, in December 2016. Kai Chuang (Chuang) served as the global controller of the Cambridge Network companies, including KnowledgeLink, and reported to Gainsboro. Peter Szechenyi (Szechenyi) was corporate counsel and the Secretary of the boards of the Cambridge Network entities and KnowledgeLink.

²¹ Exhibit 270 purports to show the total amount of dividends and distributions made to Lin and Zhou between 2009 and 2017 jointly from all the affiliated entities, including KnowledgeLink. The dividends and distributions are not differentiated based on entity. Although there can be differences between a dividend and a distribution, regarding the source of the funds or the form of the payment, the parties made no distinction between the payment of dividends and distributions, and I find that any distinction is irrelevant. However, Ex. 270 was not adequately explained, and I can draw few firm conclusions from it.

D. CreativeStar

In 2013, around the same time as KnowledgeLink's founding, Lin and Gao formed an IT company called CreativeStar Solutions, Inc. (CreativeStar). Dan Xiao (Xiao) testified that he also participated in its formation.²² Between 2016 and 2019, CIBR paid CreativeStar over \$2.1 million. CreativeStar managed CIBR's Enterprise Resource Planning system. In late June 2018, Lin, Gao, and Xiao discussed expanding CreativeStar to develop an IT staffing business and wanted the Cambridge Network companies and KnowledgeLink to retain CreativeStar, at cost, so CreativeStar could gain experience and references. Lin asked to do a "deep dive before . . . jumping into another new initiative" because she wanted to "do it right this time." The proposal was not approved, and CreativeStar ceased operations.

E. Chinese Affiliated Entities

To conduct business in China and employ and work with Chinese nationals, the parties formed "unofficial" Chinese subsidiaries of the Cambridge Network. Often, the entities were owned by friends, classmates, or relatives of Lin, Gao, and / or Zhou. These "unofficial entities" include Beijing Meihuida Education Consulting Co., Ltd (Beijing Meihuida), Shanghai Tuohui Business Consulting Co., Ltd (Shanghai Tuohui), and numerous others. Anna Ge (Ge) appears to have managed the Chinese unofficial subsidiaries, and she reported to Chuang, who reported directly to Lin.

Gao established the first of these entities. At that time, he informed Zhou that it was hard to establish U.S. subsidiaries in China and that all the unofficial subsidiaries were held by individuals he knew and trusted and that the entities were held on behalf of CIBR and / or CIIE. Gao told Zhou that, although his friends held the entities on Gao's behalf, he guaranteed Zhou's ownership in those entities at the same percentage

²² Xiao also testified that although not an official shareholder, he entered into a gentleman's agreement with Gao for a thirty percent interest if the company was successful.

as her ownership in CIBR. No evidence was provided to establish that the Boards of CIBR, KnowledgeLink, or any other Cambridge Network entity approved the establishment of any of the unofficial Chinese subsidiaries and I find that these entities were established without official Board approval.

As noted above, Shanghai Tuohui was one of the unofficial Chinese subsidiaries established to facilitate the Cambridge Network's Chinese operations. Gao held thirty-five percent of the shares, Lin's friend held thirty-five percent of the shares for Lin's benefit, and Ge held thirty percent of the shares for Zhou's benefit. It was not wholly owned by any U.S. Cambridge Network entity. After KnowledgeLink was formed, Zhou, with the knowledge of Lin and Gao, used Shanghai Tuohui to collect tuition payments made in China from KnowledgeLink's partner schools.

In 2013, Zhou directed Jingdong Li, the general manager and legal representative of Beijing Meihuida, to establish Beijing Nuolin International Education Consulting Co. ("Beijing Nuolin"). Beijing Nuolin was registered in China in September 2013. Zhou's mother was the seventy percent shareholder of Beijing Nuolin, and Jingdong Li was the thirty percent shareholder and its legal representative. The registered capital for Beijing Nuolin, which was attributed to Jingdong Li and Zhou's mother, came from the Cambridge Network. Zhou's mother was also the shareholder of other unofficial Cambridge Network Chinese subsidiaries. Lin and Gao were aware that Zhou's mother served as a shareholder for certain Chinese entities, which was consistent with their use of friends and relatives to hold shares of unofficial entities for the Cambridge Network. In March 2019, Zhou emailed Lin and Gao that Zhou's mother was getting older and was no longer willing to serve as a shareholder of the unofficial Chinese entities and asked their advice about how to dissolve those entities. I find that the establishment and operation of Beijing Nuolin did not differ from the other "unofficial" Cambridge Network subsidiaries.

As of July 2018, there were eleven “unofficial” subsidiaries, none of which were wholly owned subsidiaries of any Cambridge Network company or KnowledgeLink. This includes Chongqing Nuolin Business Information Consulting Co., Inc. (KL China), which, as discussed below, was created as an official subsidiary of KnowledgeLink in 2014 but then became an unofficial one.

It was common for both the Cambridge Network companies and KL China to use bank accounts held in the name of individual employees. One reason to do so was to avoid “income tax impact[s]” and the need for “official invoice[s].” Another was to avoid Chinese foreign exchange regulations, which made it difficult to pay the Chinese employees or unofficial entities in United States dollars. Therefore, for example, Lin, on behalf of KnowledgeLink, authorized the use of Gao’s personal bank account to pay invoices submitted to KnowledgeLink by certain unofficial entities.

Neither CIBR nor KnowledgeLink received copies of the bank statements of the individual or personal accounts being used in connection with the unofficial Chinese subsidiaries; rather, they received information about the balances and transfers on an excel spreadsheet. This practice was the same for KL China. At some point, the Chinese authorities fined CIIE and / or KnowledgeLink because of tax audits showing that employees used personal bank accounts for payroll.

F. KL China

On December 2, 2014, KnowledgeLink established KL China, a wholly owned subsidiary of KnowledgeLink in China. KnowledgeLink relied on Ge and another Chinese individual to provide the investment capital. The Chongqing Administration for Industry and Commerce Yuzhong District Branch issued a business license to KL China on December 2, 2014. KL China was a Wholly Foreign Owned Enterprise, which is a type of limited liability company in China. KnowledgeLink was the sole shareholder of KL China.

When KL China was approved, its Articles of Association required that KnowledgeLink provide a capital injection in an amount of U.S. dollars equal to 5 million RMB within two years from the issuance of the business license.

Beginning in 2016, KL China began collecting the tuition payments made in China from KnowledgeLink partner schools. As of early 2017, Gainsboro and Chuang were aware that KL China used the personal bank account of Xiangke “Frank” Zhou (Frank Zhou), the “legal representative” and managing director of KL China,²³ for company purposes – much like the Cambridge Network companies’ unofficial Chinese subsidiaries relied on the personal bank accounts of Chinese individuals.

Although Zhou’s understanding of the legal requirements to establish a foreign owned Chinese subsidiary was rudimentary, she understood that Chinese law required a capital injection by the foreign owner. Zhou also understood that KnowledgeLink was obligated to provide the equivalent of 500 RMB in U.S. dollars within two years of KL China’s formation. Zhou tried once, without success, to have the capital wired to KL China but it was returned in January 2016. Thereafter, Lin thought it too risky to wire the funds to KL China. KL China also tried to extend the deadline for the capital injection from two to twenty years, but that attempt initially was not successful.

G. KLIS

Bashu Secondary School (Bashu School) is a Chinese government funded public school in Chongqing with an excellent reputation. It has several campuses and thousands of students. It is considered a top tier secondary school in China.

Shortly after KnowledgeLink was formed, Zhou learned about an opportunity for KnowledgeLink to work with Bashu School. Bashu School expressed interest in starting two programs through KnowledgeLink: a school for the children of foreign workers and an international school for Chinese students. Zhou believed that working

²³ Frank Zhou is unrelated to Zhou.

with Bashu School was a good opportunity for KnowledgeLink because of Bashu School's reputation and the potential to improve KnowledgeLink's brand.

Ultimately, KnowledgeLink worked with Bashu School to establish a school for the children of foreign workers in China.²⁴ In November 2014, Zhou entered into an International School Project Cooperation Agreement (Cooperation Agreement) with Chongqing Bashu Asset Operation & Management Co., Ltd. (Bashu Asset). Bashu Asset is owned by Bashu School. Zhou signed the agreement on behalf of KnowledgeLink. The Cooperation Agreement contemplated that KnowledgeLink would "set[] up a wholly foreign-owned company, which would "serve as sponsor for [the] application and establishment of [an] International School." The Cooperation Agreement stated that Bashu Asset would own seventy percent of the foreign-owned company's equity and KnowledgeLink would own thirty percent of its equity. There was no evidence that the parties established any wholly owned foreign company owned by Bashu Asset and KnowledgeLink. The Cooperation Agreement was not provided to Lin and Gao, who comprised the KnowledgeLink Board along with Zhou.

On May 10, 2015, KL China applied to the Chongqing Municipal Education Commission to establish "a school for the children of foreigners in Chongqing" with the proposed name "Chongqing KnowledgeLink Bashu International School ('KLIS')." The 2015 Application provided information about KnowledgeLink, including that KnowledgeLink "attracted thousands of students and educators from all over the world to participate in projects every year . . . [and] successfully established 8 schools in China." The Application also provided information about Zhou, "the president of KnowledgeLink." Attached to the Application was KnowledgeLink's U.S. Articles of

²⁴ Bashu School and KnowledgeLink also developed a partner school providing U.S. education to students of Bashu School. That school remains in operation and has upwards of 1,500 students.

Organization and a "Certificate of Good Standing for [KnowledgeLink]" from Bank of America.

On July 2, 2015, the Chongqing Municipal Education Commission approved the establishment of KLIS as a non-state, non-profit school. On July 9, 2015, the Chongqing Municipal Education Commission issued Chongqing International School License No. CQWJ002 (valid from July 2, 2015, to July 1, 2020) to KLIS. Lin and Gao knew KLIS was established as a non-profit school.

As noted above, KLIS was founded to teach the children of the foreign, English-speaking teachers hired to teach at KnowledgeLink Bashu. KL China was not involved in the educational or other aspects of running KLIS.

Upon KLIS's founding, Zhou became KLIS's "legal representative," a trustee, and the Chair of KLIS's Board of Trustees (the "KLIS Board"). At its founding, the KLIS Board had three members, who were KnowledgeLink employees. On August 31, 2016, Frank Zhou, the "legal representative" and managing director of KL China, became a member of the KLIS Board, a position he currently holds. Lin and Gao were aware of Zhou's membership on the KLIS Board since its founding.

Between 2016 and 2019, KnowledgeLink received 17 million RMB in revenue from its then-ongoing relationship with the Bashu Secondary School. I am unable to discern what percentage of this amount, if any, is attributable to KLIS.

In 2020, the year the Chongqing Municipal Education Commission's license was set to expire, a new application was filed with the commission so that KLIS could continue to operate as an official nonprofit. The application included a revised Articles of Association. The revised Articles provided that the current members of the KLIS Board would be able to appoint and re-appoint members. Prior thereto, KnowledgeLink had that power.

Since 2018, Lin and Gao have attempted to constitute a new KLIS Board that does not include Zhou with the assistance of others, including the head of St. Mary's School,

Frank Phillips (Phillips).²⁵ In September 2022, at Lin's direction, Phillips provided notice of a KLIS director's meeting and then purported to hold it via online video conference, even though he was not then a board member and knew he was not a board member. Lin had asked Phillips to hold the meeting to elect Lin as the "President" of KLIS and to remove Zhou and one other former KnowledgeLink employee from the KLIS Board.²⁶

KnowledgeLink offered the expert testimony of Arlo Kipfer (Kipfer) on the issue of Chinese law applicable to schools for children of foreign workers (SCFWs), like KLIS.²⁷ Kipfer opined that, although SCFWs like KLIS are operated by their boards and are not owned by their organizers, organizers can profit from a school as long as the profit is not excessive and does not impact the school. According to Kipfer, organizers profit from an SCFW by "licensing [intellectual property] and curriculum to the school, renting the school building to the school, and setting up and maintaining companies to provide services to the school." Kipfer asserted that KnowledgeLink was KLIS's organizer for these purposes. Kipfer did not testify regarding any actual profit KnowledgeLink received from KLIS prior to Zhou's termination in 2018. I did not credit Kipfer's testimony, and to the extent it is not clear on the record, did not find him qualified to testify as to the law governing American subsidiaries in China generally.²⁸

²⁵ As noted above, St. Mary's School was one of KnowledgeLink's American partner schools.

²⁶ KnowledgeLink later indemnified Phillips for this conduct undertaken at Lin's request. No evidence was presented that anyone or any entity had threatened Phillips with suit.

²⁷ To streamline the trial of this matter, the parties agreed to enter the reports of their respective experts into evidence and conduct a brief and limited direct examination followed by cross examination and re-direct as necessary. I have reviewed all the expert reports (and all the other exhibits) entered into evidence in this case.

²⁸ I find Kipfer qualified based on his education, training, experience and familiarity with the subject matter on the Chinese law related to the formation and running of

Zhou offered the rebuttal expert testimony of Shaowei Lin (Professor Lin). I found Professor Lin qualified to offer all the opinions contained in his rebuttal expert disclosure and I credit his testimony. Professor Lin opined that KL China, rather than KnowledgeLink, was KLIS's founder or organizer, a role which should not be confused with that of a shareholder. I credit Professor Lin's opinion that, "according to Chinese law, the founder of a non-profit non-state school should not receive financial benefits therefrom . . . and shall use all of the school's school-running balance in school running." According to Professor Lin, the ability of a founder to profit from the school via contracts or licenses must be spelled out in the charter, which is not the case with KLIS's charter.²⁹ Put otherwise, if related party transactions between the founder and KLIS – such as the payment of licensing fees, teaching fees, and / or service fees – are not permitted by the school's charter, they are not permitted under Chinese law.

KLIS's 2015 Charter required its organizer, namely, KL China, to: (i) submit the license application to the Chongqing Municipal Education Commission ; (ii) organize for decision-making, and recommend the chair of, the KLIS Board; (iii) formulate the By-laws; (iv) monitor and understand the school's financial situation; (v) liquidate the school as required by law; and (vi) abide by the Charter and invest the school's funds. I found nothing in the Charter that would permit related party transactions with the organizer or founder, namely, KL China.

Notwithstanding that I did not credit Kipfer, based on a careful review of all the evidence, I do find that all parties *expected* that KLIS would use and license

foreign international schools in China such as KLIS. I do not find him qualified generally on the formation and operation of American subsidiaries in China.

²⁹ Professor Lin cites to the "revised *Non-state Education Promotion Law of the People's Republic of China* enacted on September 1, 2017," which stipulates that "[t]he founder of a non-profit non-state school shall not obtain any benefits from school operating and shall use all of the school's school-operating balance in school operation."

KnowledgeLink curriculum, and perhaps intellectual property and other educational resources, which would have benefitted KnowledgeLink financially. I can make no more specific factual findings, however, regarding any particular expectation of financial gain – legal or not legal under Chinese law – from KLIS.

III. KL China Equity Transfer

A. Zhou and Frank Zhou's Work for KL China and the Equity Transfer

In September 2014, Zhou hired Frank Zhou as a marketing director for CIBR's business in China. When Frank Zhou was first hired, Zhou checked with Gao because Frank Zhou came from the same area in China. In 2016, Frank Zhou's responsibilities changed, and he began to work for KL China. In June 2016, Zhou appointed Frank Zhou the "legal representative" and managing director of KL China. On August 31, 2016, as noted above, Frank Zhou became a member of the KLIS Board. In September 2016, Lin authorized the "official" transfer of Frank Zhou from the Cambridge Network to KL China and was aware that he would focus his time and attention on KL China.³⁰ Gao and Lin were at all relevant times aware of Frank Zhou's role with the Cambridge Network and with KL China.

In 2016, Zhou and Frank Zhou discussed whether they should register the trademark for KLIS. In 2017, Beijing Nuolin, one of the unofficial Chinese subsidiaries

³⁰ On September 18, 2016, Teddy Xiong (Xiong), the Managing Director of China Operations for CIE and Lin's former classmate, emailed Lin regarding Frank Zhou. Xiong wrote:

As you know, Frank Zhou is the acting marketing director and Southwest office manager for CIE China. Since his major focus is on [KL China] and now we have stepped into the new enrollment season, I suggest that we officially move Frank out of CIE and focus him 100% on KL [China], to that there is no confusion on his current CIE sales team

Lin responded, "Yes, I support the clarification of the structure."

discussed above, obtained trademarks for the Chinese characters for “KnowledgeLink International” and service marks relating to KnowledgeLink.

On September 14, 2016, Frank Zhou formed a Chinese company called Chongqing Beituomengqi Education Information Consulting Service Co., LTD. (Beituomengqi). Frank Zhou and Wang Long are the record owners of Beituomengqi, with Frank Zhou owning ninety-nine percent and Wang Long owning one percent. By February 15, 2017, Zhou was aware of Frank Zhou’s control of Beituomengqi.

On May 16, 2017, Wang Long created an Equity Transfer Agreement of Chongqing KnowledgeLink Business Information Consulting Co., Ltd. (“Equity Transfer Agreement”) and a Chongqing KnowledgeLink Business Information Consulting Co., Ltd. Shareholder Resolution (“Shareholder Resolution”), both dated May 16, 2017. The Equity Transfer Agreement stated that KnowledgeLink agreed to transfer one hundred percent of the equity of KL China to Beituomengqi. The Equity Transfer Agreement and the Shareholder Resolution were both forged. Zhou did not participate in the forgery.

Prior to the equity transfer, Zhou understood from Frank Zhou or Wang Long that a local government office had issued a rectification notice related to KnowledgeLink’s failure to pay the capital contribution it had agreed to provide in KL China’s Articles of Association, and that this threatened KL China’s ability to continue operating.³¹ She directed Frank Zhou to take whatever steps were necessary to ensure that KL China could remain in operation and in legal compliance.

Between the fall of 2016 and spring of 2017, Zhou spoke with Lin about the need for a capital infusion to KL China, but Lin did not authorize any monetary transfer. Lin

³¹ As discussed *infra*, the Rectification Notice was forged but Zhou had no knowledge or involvement in said forgery.

made clear, however, that she preferred KL China to remain a subsidiary of KnowledgeLink.

Zhou did not directly authorize the transfer of equity. Rather, she gave Frank Zhou a significant amount of autonomy. Zhou understood that a transfer of equity was one possible solution to the issues that had been brought to her attention. Zhou was not concerned about having KL China's shares held indirectly by an employee because she knew that other Cambridge Network entities in China operated in the same manner. Indeed, Chuang confirmed that, as global controller, he saw no difference between how KL China operated after the equity transfer and how any of the other Cambridge Network unofficial subsidiaries operated. Zhou had no ownership interest in Beitumengqi and received no personal financial benefit from the equity transfer.

After the equity transfer in May 2017 and through June 2018, there was no significant change in the transmission of funds from KL China to KnowledgeLink. During that year, KL China transferred approximately \$2.2 million to KnowledgeLink. There also was no significant change in KL China's operations. Zhou continued to supervise Frank Zhou and run KnowledgeLink's Chinese operations;³² Chuang continued to receive official and personal bank records from KL China and regularly travelled to China to monitor KL China. KL China did not stop transferring funds to KnowledgeLink until after Zhou was terminated in July 2018.

Over ninety percent of KnowledgeLink's business is conducted in China and its assets consist of its brand as well as the accounts receivables and tuition received from Chinese partner schools, which were collected first by Shanghai Tuohui and then by KL China. Lin and Gao also viewed KLIS as an asset of KnowledgeLink.

³² In September 2017, Zhou gave Frank Zhou a summary of his priorities, duties, and responsibilities for the coming year.

As of 2018, Beitumengqi held approximately \$2.2 million in assets belonging to KnowledgeLink. On December 13, 2021, KnowledgeLink obtained an order from the Administration for Market Regulation of Yuzhong District Chongqing concluding that the equity transfer was effectuated by fraud and ordering the return of KL China to KnowledgeLink. At that time, KnowledgeLink obtained access to all of KL China's corporate, financial, and bank records as well as a significant part of the assets held by Beitumengqi. KnowledgeLink was unable to recover approximately 70,000 RMB, and unable to retain its relationship with one or two of the Chinese partner schools and KLIS.

B. Chinese Law Related to Foreign Funded Entities

Zhou offered expert testimony of Xiaolin Zhou, a Harvard educated lawyer at the Jin He Law Office headquartered in Beijing, China (Attorney Zhou).³³ He was admitted as an expert qualified to opine on Chinese law regarding foreign funded entities (FFE) operating in China. I found Attorney Zhou credible in all material respects.

In 1986 and 1990, through an FFE Law, China began to allow foreign companies to establish FFEs in China. The law required all FFEs to have a specific amount of registered capital, which the foreign investors were required to deposit within a certain period. China began softening those requirements in 2013. In 2014, China abolished the requirement for minimum registered capital for FFEs. However, according to Attorney Zhou, "it remained common during the Relevant Period for government authorities in Chinese cities to continue to require foreign investors to commit a certain amount of registered capital when establishing an FFE, due to their local discretion in confirming approval of the articles of association of any FFE." Failure to do so could result in a

³³ Attorney Zhou also is not related to Zhou.

cancellation of the FFEs business license. When such funding was not made, the local authorities would issue "rectification notices."

According to Attorney Zhou, the "Notice of Enforcement and Rectification" (Rectification Notice) given to Zhou by Wang Long and dated May 25, 2017, which purported to require KnowledgeLink to pay KL China's registered capital as soon as possible, appears authentic on its face. Attorney Zhou, if in receipt of the Notice, would have advised KL China to act, for example, by providing an immediate contribution of capital, or by transferring or converting KL China so that it was no longer an FFE in breach of its Articles of Association.

C. Alleged "Loss" of KLIS

KnowledgeLink asserts that it is entitled to damages for the loss of KLIS. According to Lin and Gao, they understood that KnowledgeLink controlled the KLIS Board and believed KnowledgeLink would profit from KLIS through contracts for curriculum and the payment of royalties and licensing fees, as well as the provision of services such as transportation, cafeteria services, and the like.³⁴

With respect to damages for the alleged loss of KLIS, KnowledgeLink offered the expert testimony of Peter Resnick (Resnick). Resnick valued KLIS at \$8.2 million using a market approach. He also valued the loss to KnowledgeLink of KLIS's brand name and curriculum at \$2.8 million. Finally, he opined that there was a "diversion" of assets consisting of \$906,016 in the accounts of KL China as of June 30, 2018. Zhou offered the rebuttal expert opinion of Jimmy Pappas (Pappas). Both Resnick and Pappas are qualified to provide their opinions.

With respect to Resnick's valuation of KLIS, I do not find the transactions he relies on to be comparable, nor do I find his conclusion to be based on sufficient facts or

³⁴ Neither damages expert was familiar with Chinese educational institutions or Chinese law and neither consulted with a Chinese law expert.

data. The purportedly comparable schools were not assets that could be bought. Rather, entities acquired equity or other interests in the founders or “sponsors” of the schools. Here, the sponsor / founder was KL China, and there is no evidence or even indication that KnowledgeLink would have sold KL China or any interest in KL China – particularly where KL China served a role for KnowledgeLink much broader than its role as KLIS’s organizer / sponsor, namely as the Chinese entity that managed KnowledgeLink’s relationship with all of its Chinese partner schools. Further, all the transactions Resnick relies upon, included the purchase of a percentage of a school sponsor that owned, and therefore presumably leased, the land as well as the school’s buildings and dormitories to the school. In addition, many of the schools had been in operation far longer than KLIS and had more students (several hundred or more than a thousand) than KLIS, which had less than 100 students in 2018. I credit the additional reasons contained in pages 16-18 of Pappas’s report supporting his ultimate opinion that the data on which Resnick relied is not reliable or comparable. (Ex. 315).

With respect to the alleged loss to KnowledgeLink of KLIS’s brand name and curriculum, Resnick’s opinion is not based on a sufficient factual foundation. Although Lin testified about a plan to establish KLIS’s brand and develop a KLIS curriculum which would eventually save KnowledgeLink from paying fees to its American partner schools and, presumably, eliminate the need to rely on them, no credible evidence of that future, speculative, plan was provided. Accordingly, I do not credit Resnick’s valuation of the loss of KLIS’s future brand and curriculum.

Finally, with respect to the “diversion” of \$906,016 in the accounts of KL China as of June 30, 2018, Pappas’s report shows that, between June 16, 2017, when KL China was transferred to Beituomengqi, and July 10, 2018, \$1,549,413 was transferred from KL China to KnowledgeLink using bank accounts belonging to Wang Long. This amount was more than the cash balance that was in KL China’s bank account as of June 16, 2017. Thus, there was no diversion. Further, Pappas analyzed Zhou’s bank accounts for the

period of January 2018 through June 2019, and found no transfers in, wires in, or other deposits that appear to correlate to activity for accounts related to KL China, KLIS, or Wang Long.

IV. Zhou's Termination from Employment and Board Removal and Lin and Gao's Subsequent Self-Enrichment

Lin learned about the transfer of KL China's equity to Beituomengqi at the end of June 2017. Gao learned shortly thereafter. Corporate counsel, Szechenyi, was not informed until January 2018. Initially, neither Lin nor Gao objected to the transfer of equity. At some point between the transfer and the spring or early summer of 2018, I find that Lin and Gao decided to blame Zhou for the equity transfer as part of a plan to freeze her out of KnowledgeLink and the Cambridge Network companies.³⁵

As the below shows, Lin provided conflicting instructions to Zhou and agreed to conflicting solutions regarding the equity transfer. For example, Lin agreed that KnowledgeLink would open a new company in China to assume the operational functions of KL China but also directed Zhou to transfer assets from KL China to one of the existing unofficial Chinese subsidiaries, Shanghai Tuohui. The chronology also shows that Lin and Gao decided to demote Zhou and – if the demotion was not acceptable – terminate her only after (i) Zhou learned about a lawsuit in California involving Green Planet, (ii) Lin asked Zhou to sign a board resolution in connection with Green Planet, which Zhou declined to do, and (iii) Zhou made very clear that she wanted to be bought out of the companies. See *infra*.

I find the proposed demotion and later termination to be a breach of Lin and Gao's fiduciary duties, and a classic Donahue-style freeze out. See *infra*. I also find that, after Lin and Gao's termination of Zhou, they undertook steps to enrich themselves and

³⁵ During his testimony, Gao confirmed that he wanted to blame Zhou for the change in ownership of KL China and the alleged "loss" of KLIS.

assumed KnowledgeLink and CIBR corporate opportunities for their own benefit and to the detriment of Zhou. These opportunities included founding Shanghai Nuolin Business Consulting Co. Ltd. ("Shanghai Nuolin"), wholly owned by Gao, and other companies wholly owned by Lin; substantially increasing their salaries; and authorizing an unearned bonus to Gao of \$2.4 million. This also constituted a breach of fiduciary duty and a freeze out.

A. Events Leading to Zhou's Termination

On August 22, 2017, Lin emailed Zhou asking for a report on KL China. Lin noted that KL China had been "sold to an unknown entity," and asked Zhou to report with a "clear plan on how the China end of KL is managed accordingly." Zhou explained that "[KnowledgeLink's] China entity works exactly like however CIE's China entities worked," in other words, that it was an unofficial subsidiary. Lin responded the next day expressing concern that KnowledgeLink's shareholders did not vote to sell KL China or convert it to an unofficial subsidiary. Lin also wrote that Frank Zhou "does not have a good reputation from what I have heard." Zhou explained to Lin that she had authorized Frank Zhou to do what was necessary to keep KL China operable because it was her understanding that KL China's required capital contribution had not been paid and the local government was going to shut down KL China. When Lin asked Zhou to get the equity back from Frank Zhou, Zhou replied that Frank Zhou was unwilling to unwind the transfer.

On October 3, 2017, KnowledgeLink held a special board meeting. Zhou was not present. Lin and Gao voted to make Gao Chairman of the Board, Lin President of KnowledgeLink, Szechenyi the Secretary of the Board, and Chuang and Lin Co-Treasurers of the Board. A special concurrent meeting of the boards of CIBR, CIE, KnowledgeLink, and six related entities was held on the same date. Zhou was not present. Zhou was removed without cause as Secretary of each of the entities.

In October 2017, the parties discussed certain entities that had expressed interested in purchasing some or all of KnowledgeLink as well as the option of pursuing equity financing. Zhou was interested in selling to either of the entities that had expressed interest. However, the Cambridge Network companies were not able to provide sufficient financial information to the potential acquirers.³⁶ At that time, the parties discussed a KnowledgeLink valuation of eight- or nine-times EBITDA, i.e., \$70 million. Gao, however, “suggested” holding off on discussions with acquirers and that they should ask for 20 times EBITDA “or [a] [\$]200 million value.”

On November 14, 2017, Lin emailed Zhou that, going forward, KnowledgeLink would be considered “a division of Cambridge Network” and that Zhou would be considered the division president and CEO reporting directly to Lin. Lin also demanded that Zhou transfer the KL China equity back to KnowledgeLink immediately. Zhou responded:

I am happy to assist whatever you would like to do. However[,] we need to clarify what steps we need to take. In order to create the branch of US entity, we need to follow Chinese regulation and investment properly. The board never approved any entity in China to be created and to be operated. The ownership of all entities that CIIE ‘owned’ have nothing to do with the company you mention either. Now we have at least 10 companies like that. I don’t understand why those are not unaccepted in the past 8 years.

On November 15, 2017, Zhou emailed Lin, proposing two solutions: (i) creating a new U.S. branch or subsidiary with the proper investment and legal status and transferring all operations to the new entity; or (ii) creating a Chinese entity to handle KnowledgeLink’s Chinese operations, i.e., a new unofficial Chinese subsidiary. In another email, sent to Lin, to which Gao, Gainsboro, Chuang, and Szechenyi were copied, Zhou further explained the transfer of KL China to BeituoMengqi. Zhou

³⁶ I reasonably infer that the difficulty in providing financial information to potential investors or acquirers stemmed from the corporate intermingling discussed above and relatively lax financial record keeping.

explained that: (i) KL China was not registered as an operating company and that, before September 2016, financial transactions were handled by Ge, Chuang, and KnowledgeLink; (ii) KnowledgeLink had been unable to provide the necessary capital infusion of \$1 million to KL China; (iii) in May 2017, KL China learned that it would lose its ability to operate; (iv) Zhou had previously informed Lin about the issues facing KL China and asked her what she wanted to do; and (v) Zhou did not think it was "significant" to convert the company since "10 CIE 'owned' business entities in China were set up using the exact same protocol and policy in the past 8 years and this one just followed up the examples." Further, I credit Zhou's testimony at trial that she provided Lin and Gao with all of the information available to her.

Attached to the email was the May 25, 2017 Rectification Notice Wang Long had provided to Zhou, which purported to be from the Yuzhong District Branch of Chongqing Industrial and Commercial Bureau and which Attorney Zhou testified appeared authentic. The Notice states that KL China had "promised in its Articles of Association to pay full capital of US dollars equivalent to 5-million-yuan [RMB] before December 1, 2016, which has not been in place and has been overdue for more than half a year now. So you are ordered to rectify as soon as possible." The second page of the document states that because the registered capital had not been paid in full, "your company is required to go to the industrial and commercial bureau within two weeks for the transaction of change from foreign capital to domestic capital, or else your company may be affected in your normal operation."

On January 16, 2018, KL China and KnowledgeLink purportedly entered into an entrustment agreement which requires KL China to collect tuition fees, pay staff salaries, and pay other fees for all cooperative education projects in China on behalf of KnowledgeLink. It also requires KL China to provide monthly financial statements and pay any amounts due to KnowledgeLink annually by October 31.

On March 7, 2018, Lin directed Zhou to “correct the KL part of the business practice” by transferring seventy percent of KL China to a shareholder assigned by Lin, to submit all KL China school contracts to “legal” for back up, and to direct the KL China accountant in China to report to Chuang and Gainsboro directly.

In early 2018, Zhou expressed a desire to be bought out of all the companies. On March 9, 2018, she emailed Lin that she wanted to sit down with Lin and Gao and talk seriously about her exit plan and get it done “within 2 months regardless of someone would invest on us or not.” Lin responded that her goal was to “turn around” the business, “battle the hostile industry ethics” and “prevent the dropping of company value.” Lin concluded, “[t]here is nothing stop you from exiting.”

On March 9, 2018, KnowledgeLink held a special board meeting. Lin moved to open a new company in China, owned by KnowledgeLink, to take over the operational functions of KL China. Zhou did not object to the motion, which was consistent with Zhou’s earlier suggestion. Lin also moved that KL China continue to collect payments for partner schools for the 2018-2019 school year, but, within a year, transition all China employee operations to the new company.³⁷ Gao seconded the motion, which was adopted. Szechenyi believed that all the KnowledgeLink board members agreed with the solution discussed at this board meeting. The board also adopted a motion to obtain a valuation for KnowledgeLink.

On March 18, 2018, KnowledgeLink held another special board meeting. Gao was named KnowledgeLink’s Chairman of the Board and the person to whom Zhou, as

³⁷ This motion contradicted Lin’s March 7, 2018 email to Zhou referenced above. I find that, throughout the period between June 2017 and June 2018, Lin made inconsistent demands upon Zhou and proposed differing and inconsistent purported solutions to the KL China equity transfer. I find that Zhou’s November 2017 proposal would have solved the issues resulting from the equity transfer. In fact, the creation of Shanghai Nuolin, although not a KnowledgeLink subsidiary, effectuated this relatively straightforward solution. See *infra*.

the then CEO, would report. Gao and Lin, with Zhou objecting and abstaining, passed a motion directing Zhou to restore KL China's "shareholders rights and interest" by transferring KL China's assets to an existing unofficial subsidiary, Shanghai Tuohui. A similar motion requiring the restoration of "assets" was passed at the May 18, 2018 KnowledgeLink special board meeting. It also directed Zhou to transfer assets from KL China to Shanghai Tuohui. Both motions contradicted the March 9, 2018 motion directing the creation of a new entity and the continued use of KL China to collect payments from partner schools for the 2018-2019 school year.

At some point during this period, Zhou learned about a lawsuit in California involving Green Planet, one of the Cambridge Network affiliated entities. She learned about the lawsuit only a month or so before trial. In April 2018, Lin came to Zhou and asked Zhou to sign a board resolution regarding the cessation of Green Planet's operations and to backdate the document. Lin said she needed the document for the California lawsuit, but Zhou refused to backdate the document. Lin was upset with Zhou and, on May 2, 2018, emailed Zhou to stop crying over "spilled milk" and to spend her time ensuring KnowledgeLink created more profit.

On June 11, 2018, Paula Cargill (Cargill), the director of human resources for the Cambridge Network, sent Zhou an offer for a position as KnowledgeLink's COO – a demotion from President and CEO – with a salary of \$250,000.³⁸ The same day, Lin emailed all employees announcing that Zhou would be assuming the role of COO of KnowledgeLink. Lin sent the email before Zhou had accepted the offer, because she claims she "expected Zhou" to take the offer to serve as COO. On June 28, 2018, Cargill sent another letter to Zhou "confirming" the offer of employment as COO but this time including a deadline of July 9, 2018, at 5:30 p.m.

³⁸ Because there was no prior position of COO for KnowledgeLink, Zhou, as President and CEO, was effectively performing the role of COO as well.

On July 5, 2018, Zhou asked for an extension of the deadline because her lawyer was out of the country until July 25, 2018. On July 9, 2018, the deadline date, Cargill emailed Lin and Gao, copying Gainsboro and Szechenyi, stating that she (Cargill), Gainsboro, and Szechenyi believed the requested extension should be denied. Cargill wrote: "If she does not accept, she will be terminated. If she does accept, we can put her on a PIP and document the issues OR terminate immediately if her actions are deemed severe enough for immediate termination."³⁹ (Capitalization in original). Lin responded via email indicating her understanding that Zhou was unlikely to accept the offer, so "we have got all the bases covered."

On July 10, 2018, Lin instructed Cargill to terminate Zhou based on four articulated reasons: (i) Zhou's refusal to sign a non-compete and non-disclosure agreement; (ii) "[m]isconduct on exposing company assets (A/R) under risk of non-collection"; (iii) "[t]ransfer of [KL China] ownership" without board approval; and (iv) the refusal to return the shares of KI, China back to KnowledgeLink. Cargill had no prior knowledge of the purported bases for firing Zhou. Cargill credibly testified that none of that alleged misconduct had been discussed with her or otherwise had previously come to her attention. In other words, the reasons articulated in Lin's July 10, 2018 email were never previously disclosed to the director of human resources. I reasonably infer, therefore, that Cargill's July 9, 2018 email, referencing Zhou's termination if she refused to accept the position of COO, or placement on a "PIP" if Zhou accepted the position, was premised on some undisclosed conversation with Lin and / or Gao and some other non-disclosed basis unrelated to the equity transfer. When Zhou was terminated five KnowledgeLink employees in the U.S. resigned.

³⁹ I infer a "PIP" is some sort of employee improvement plan.

B. Events Leading to Zhou's Removal as Board Member

On July 10, 2018, the date of Zhou's termination, Lin purported to assume a managerial role over Frank Zhou, emailing him on that date and informing him that he reported to her and all KnowledgeLink operations were under her control. She wrote: "I am grateful for May [Zhou]'s past efforts and contributions, and I understand that this is a big change. I hope you can continue to support [KnowledgeLink's] business and development with the standards of a professional manager. I will try my best to lead [KnowledgeLink] to continue moving forward."

In July 2018, KnowledgeLink hired Xiao as the Executive Vice President in charge of global operations for KnowledgeLink. On July 12, 2018, Lin booked a flight to China to take over the operations of KL China. Lin told Xiao that KL China was now operating on behalf of KnowledgeLink and that therefore the issues regarding KL China's equity transfer did not need to be solved and they could remove Frank Zhou. She also stated that the only thing that was at risk was money "in the account" – which I infer referred to money held by KL China – but that KnowledgeLink had a "contract for that."

On July 13, 2018, KnowledgeLink held a special board meeting. The minutes of the meeting state that Zhou refused to explain the transfer of KL China's shareholder equity. As detailed above, I find this to be untrue. Zhou had provided an explanation both via email and to the board regarding her understanding of the necessity of the equity transfer. I further credit Zhou's testimony that she told Lin and Gao everything she knew and understood about the transfer.

On July 17, 2018, Xiao outlined three options for Lin and Gao to separate Zhou from the companies. One was to continue "business as usual" while "fully exercising" their rights as majority owners. Xiao advised Lin and Gao that they could "take high salaries," "lease cars," and "reinvest," which "would prevent the company from issuing

dividends, resulting that Zhou's ties to the companies will be basically severed." The second option was to offer to buy out Zhou's thirty percent interest in all the companies. The third option was a mutual exchange of equity such that Zhou would own one hundred percent of KnowledgeLink and Lin and Gao would own one hundred percent of the remaining companies.

On July 18, 2018, Lin and Zhou met and discussed potential resolution of the issues between them. The conversation was memorialized in a July 24, 2018 email from Zhou to Lin, Gao, and Jim.⁴⁰ According to that email, Zhou rejected Lin's proposal to continue working with Lin but agreed that Lin's proposal to sell the companies could be a solution, although Zhou noted that it might not be feasible and would take a significant period of time. Lin and Zhou then discussed the possibility of buying Zhou out of the companies on a two-to-three-year timeline. Finally, Zhou proposed that the parties separate the shares such that Lin and Gao would own one hundred percent of CIIE and Zhou would own one hundred percent of KnowledgeLink.⁴¹ Lin responded that it was best to resolve the issues with Frank Zhou first. She thus effectively chose Xiao's option of continuing business as usual and taking steps to prevent or limit the issuance of dividends.

On July 18, 2018, Lin sent on behalf of KnowledgeLink a formal notice of breach of contract to Frank Zhou at KL China. Lin cited the January 16, 2018 entrustment agreement between KnowledgeLink and KL China and demanded that Frank Zhou stop communicating with Zhou, respond to Lin, give information about when he would transfer funds to KnowledgeLink pursuant to the entrustment agreement, and give Lin

⁴⁰ I do not find the dispute about whether the conversation occurred at the Harvard Club or during a walk in the Boston Common to be material, but I do find that it occurred after Zhou was fired from her employment with the companies.

⁴¹ At that time, CIBR had revenue of approximately \$55 million per year, while KnowledgeLink's revenue was \$9 million per year.

information about the execution of the agreement. Lin now claims that the entrustment agreement was forged but conceded at trial that she attempted to rely on it and assert a breach thereof. In 2023, KnowledgeLink entered into a very similar entrustment or “cooperation” agreement with Shanghai Nuolin.

On July 21, 2018, notwithstanding Zhou’s months of acquiescing to and / or efforts to find an alternate solution to the transfer of KL China, Lin emailed Zhou that they were “investigating your involvement with your VP of operations [Frank] Zhou on both US and China side, any conspiracy will be found out. The fact is that he is holding our operation company and our company assets at hostage. I promise you that if KL business is hurt you will sincerely regret and will be [held] accountable for and bear the cost.” Around this time, Lin also demanded Zhou’s assistance with teacher and school contracts and contact information, as well as information about curriculum and textbooks. By July 20, 2018, Zhou did not have access to the company’s Microsoft OneDrive account or her KnowledgeLink email account.

On July 24, 2018, Lin wrote to KnowledgeLink’s partner schools in China indicating that KnowledgeLink had begun legal proceedings for a criminal investigation relating to Zhou’s wrongful transfer of assets.

On July 24, 2018, Lin also instructed all KnowledgeLink’s Chinese partner schools to submit tuition for 2018 to KnowledgeLink or to Shanghai Nuolin. Lin and Gao established Shanghai Nuolin on July 27, 2018. It provided services, including marketing and sales, student recruitment, and brand building for the Cambridge Network companies and KnowledgeLink. Although purportedly established for the benefit of KnowledgeLink, Shanghai Nuolin is not a KnowledgeLink subsidiary but is wholly owned by Gao.

Shanghai Nuolin charged KnowledgeLink a thirty-five percent fee. Gao denied that Zhou, as a thirty percent owner of KnowledgeLink, was entitled to any share of the profit of Shanghai Nuolin. KnowledgeLink’s tax accountant, Carl Blanchard, accounted

for Shanghai Nuolin profit on Lin and Gao's individual tax returns, not KnowledgeLink's. I do not credit Gao's testimony that Zhou's interest in Shanghai Nuolin flowed through KnowledgeLink and no evidence was presented showing that Shanghai Nuolin's retained earnings were reflected on KnowledgeLink's books and records. Sometime in 2018 or 2019, Lin informed Chuang, then the global controller, that he was not permitted to look at the Shanghai Nuolin bank records.⁴²

During the summer of 2018, Lin and Gao continued to demand that Zhou somehow fix, rectify, or unwind the transfer of KL China equity to Beituomengqi and began to threaten Zhou explicitly. On August 1, 2018, after Zhou attended a KL China companywide meeting, Lin emailed Zhou writing that Lin had a "screen shot" which "can be used in later criminal lawsuit against you that you and [Frank Zhou's] conspiracy." Lin concluded, "[k]eep doing what you are doing you will see the consequences."

On August 14, 2018, Zhou was removed from the KnowledgeLink Board, and I reasonably infer, all other Cambridge Network Boards, ostensibly for cause, because of her unauthorized transfer of ownership of KL China to a third party.

C. KnowledgeLink's Total Income Since Zhou's Termination

Since Zhou's termination, the total income of KnowledgeLink has dropped significantly. In 2018, the year Zhou was terminated, KnowledgeLink reported \$9.26 million in total income. Thereafter, KnowledgeLink reported total income of \$8.07

⁴² In 2020, KnowledgeLink formed a new wholly owned Chinese subsidiary, Chongqing Gaolin Education Information Consulting Service Co., Ltd to assume KL China's role and eventually replace Shanghai Nuolin. However, as of the trial of this matter, Shanghai Nuolin continued to collect some or all the tuition on behalf of KnowledgeLink.

million in 2019; \$7.19 million in 2020; \$6.3 million in 2021; \$5.92 million in 2022; and \$4.3 million in 2023.⁴³

D. Lin and Gao's Additional Efforts to Enrich Themselves and Assume Corporate Opportunities Following Zhou's Removal

Throughout August 2018, Lin and others in the United States tried to get the school programs formerly operated by KI, China running without assistance from Zhou or Frank Zhou. The transition was not orderly. Lin managed issues related to getting teachers on board and with appropriate visas, while Xiao visited the partner school campuses and spoke with their deans to confirm that they remained committed to working with KnowledgeLink. Xiao also provided other assistance with issues concerning KnowledgeLink's relationships with the Chinese partner schools. Because the schools had signed contracts with KnowledgeLink, not KL China, the majority of KnowledgeLink's Chinese partners honored their contracts and continued to work with KnowledgeLink. The majority of KnowledgeLink's partner schools paid Shanghai Nuolin the tuition collected for the 2018-2019 school year. Ultimately, KnowledgeLink was unable to re-establish a relationship with only one or two schools, not including KLIS.

In September 2018, Lin vowed not to form any new entities with Zhou. Thereafter, she and Gao formed several entities in the Chinese American education space in addition to Shanghai Nuolin, discussed above. These entities included United K12 Group, Inc. (United K12), St. Mary's School Management Inc. (St. Mary's Management), and St. Mary's Online Academy Inc. (St. Mary's Online), each of which are wholly owned by Lin. Those entities all supported the study abroad business. St. Mary's Management collects the registration fees for the partner school of St. Mary's School in Wuhan, China and takes three percent of the funds as a fee. As for St. Mary's Online, which provides American

⁴³ CIBR's income likewise dropped significantly from \$37.4 million in 2018 to \$8.3 million in 2023.

curricula in China, Korea, and Vietnam for online education, CIBR receives thirty percent and KnowledgeLink receives sixty percent of the revenue of St. Mary's Online. St. Mary's Online keeps ten percent for marketing, professional development, website management, IT, and record keeping.

As noted above, I find that Lin and Gao deliberately froze Zhou out of expansion opportunities that stemmed from and belonged to the Cambridge Network companies and / or KnowledgeLink, which opportunities resulted in fees being paid to Gao and / or Lin.

In December 2018, the CIE board, which now consisted only of Lin and Gao, approved a bonus payment to Gao in the amount of \$2.4 million. Lin and Gao were aware, and had been advised, that paying the bonus to Gao would decrease the overall profit distribution to current shareholders. When he learned of the bonus, Chuang was concerned about its impact on cash flow as well as how Zhou would perceive the bonus. Gao was paid that bonus at the end of 2018. As noted, I do not find that Gao earned the bonus because of his work or efforts, rather, the "board," which consisted of Lin and Gao, made a self-interested determination to issue the bonus to enrich themselves and decrease profit available for distribution to shareholders, including Zhou. Given that Lin and Gao wholly intertwined their individual finances, as reflected by Lin's purported ownership of stock on Gao's behalf, the bonus was a de facto dividend or distribution to Lin and Gao.⁴⁴

⁴⁴ After Zhou, through counsel, complained that the bonus was excessive and unwarranted, Gao agreed to return it to the company – less the taxes he had paid. The 2020 Federal and Massachusetts tax returns of CIBR show that Gao repaid \$1,755,545, which was recorded as "Additional Paid-In Capital" distributed to Lin and Gao evenly. Gao received the benefit of the approximately \$800,000 tax payment taken from his bonus. I do not credit his denials on this issue – particularly where Gao purports to have extensive corporate knowledge. Neither Gao nor Lin promised to redistribute Gao's bonus as dividends.

On May 7, 2019, Barbara Liang was offered the position of COO of both the Cambridge Network and KnowledgeLink with a salary of \$370,000.⁴⁵ On May 31, 2019, the KnowledgeLink board approved an increase in Lin's salary as CEO by \$200,000, which brought her total compensation to over \$500,000. On May 31, 2019, the CIBR board created the position of Chief Information Officer (CIO) and hired Gao to fill that role at a salary of \$400,000.⁴⁶ CIBR had never had a CIO and Gao had never received a salary from CIBR or KnowledgeLink. As of May 20, 2019, Shanghai Nuolin held \$4.5 million on KnowledgeLink's behalf.

Lin used her corporate CIBR American Express credit card for her personal benefit. She used it to take her daughter on ostensibly company-related and non-company related trips, including to Disneyland, Iceland, Copenhagen, and elsewhere in Europe. She used her corporate credit card to take her daughter to a spa. She also charged daily living expenses to the credit card, including coffee and meals. I do not credit Lin's claim that if an expense appeared on her corporate credit card, it was a business expense. Lin offered no evidence that she paid CIBR back for any of those personal expenses.

V. Investigation of the KL China Equity Transfer

At Lin and Gao's request, Chinese authorities began investigating the transfer of KL China's equity. In January 2019, Lin wrote to the official who was investigating the

⁴⁵ In 2017, Zhou received \$239,516 in wages from KnowledgeLink and \$17,250 from CIBR. That same year, Lin received \$488,598 in wages from CIBR and nothing from KnowledgeLink.

⁴⁶ In approximately April 2018, the Cambridge Network obtained compensation information for the CEOs of comparable companies nationally and in the Boston, Massachusetts area. The average salary for the CEO of a company with \$60 million in revenue, like CIBR, was approximately \$460,000 and the average salary for the CEO of a company with \$10 million in revenue, like KnowledgeLink, was approximately \$300,000.

transfer, Police Officer Lu. Despite articulating various unsupported suspicions regarding Zhou, Lin told Officer Lu that Frank Zhou had alone committed the "crime" and that he did it *without* Zhou's involvement. Lin told Officer Lu that Zhou had testified that she did not see the forged documents and had believed Frank Zhou that KL China required a capital infusion. Lin reported to Officer Lu that, "[i]n fact, May Zhou did ask for capital payment and we did remit 1 million U.S. dollars to Chongqing, but due to unknown reasons the remit of 1 million dollars was returned." Lin further reported, "the evidence provided by [Frank] Zhou prove that May Zhou authorized [Frank] Zhou to save the company *but not to transfer the company to himself without compensation.*" (Emphasis added). Lin concluded, "*May Zhou made the mistake of negligence, but no evidence shows she has a claim of the property.*" (Emphasis added).

In the fall of 2019, Xiao, Gainsboro, Chuang, and others (the Investigation Team) went to China to conduct an audit examination and investigation to understand the equity transfer of KL China. They remained in China for ten to twelve days conducting their investigation. Lin asked the Investigation Team to focus on irregular accounting activities that might indicate a theft of company assets. The Investigation Team reviewed bank accounts, including bank accounts in the name of KL China as well as bank accounts held by individuals, including Ge, Frank Zhou, and Wong Long. They reviewed ledgers, journals, purchase records, invoices, cancelled checks, and financial statements. They interviewed Frank Zhou; Judy Zhao, KnowledgeLink's Chinese finance controller and KL China's accounting manager; Chengxi Wang, a managing director at Mazars; and Officer Lu, the lead police officer conducting the criminal investigation into Frank Zhou. They also "conducted surveillance" on "two key

individuals” to determine if there was an “illicit relationship.”⁴⁷ Chuang was provided all the financial and other records that he requested to review.⁴⁸

The investigation found: (i) KL China’s financials were grossly understated; (ii) the financial records did not include information from three “underground” (personal) bank accounts; (iii) KL China was not properly accounting for deferred revenue; and (iv) KL China did not properly account for the Cambridge Network’s investment in KL China.⁴⁹ Certain additional bank accounts, held by individuals for KL China were discovered. Again, the use of individual bank accounts to conduct business was widespread throughout all the Cambridge Network Chinese entities.

Despite a lengthy, detailed, and thorough investigation, including full access to all books and records, the Investigation Team did not uncover any wrongdoing by Zhou. Xiao, who I found credible in all material respects, understood that one of his goals was to determine whether Zhou financially benefited from the equity transfer and whether she engaged in any illegal activities. Xiao confirmed that the Investigation Team could find “no direct link to May Zhou.” Although both Frank Zhou and Wang Long purportedly claimed they had signed contracts with Zhou and were working at her direction, they produced no such evidence to the Investigation Team. Accordingly,

⁴⁷ I infer that this surveillance related to Zhou and Frank Zhou. No evidence of any personal, intimate, or illicit relationship between the two was presented at the trial of this matter.

⁴⁸ I credit Gainsboro’s testimony that he and the Investigation Team had complete access to the records in the possession of Officer Lu. Among those records were bank records from 2016 to the middle of 2019, including KL China’s official bank records as well as records associated with the personal bank accounts of Frank Zhou, Wang Long, and Ge. Gainsboro also confirmed that the use of personal bank accounts was a common practice of all the Chinese subsidiaries – official and unofficial – of the Cambridge Network companies.

⁴⁹ The Cambridge Network investments appear to have come from Ge and Shanghai Tuohui.

having been presented with no direct evidence of a conspiracy between Zhou and Frank Zhou, I have not considered any hearsay statements of Frank Zhou in connection with these findings and rulings.⁵⁰

I find that Frank Zhou and Wang Long misled Zhou in connection with the Rectification Notice and need for the equity transfer. I also find that Zhou believed Frank Zhou's assertion that the company was facing legal issues because of the failure to provide required capital, which was not true, and authorized Frank Zhou to take whatever steps were necessary to fix these issues. I further find that Zhou did not view the equity transfer as inherently against the interests of KnowledgeLink given that the Cambridge Network companies and KnowledgeLink had established many unofficial Chinese subsidiaries to operate on their behalf in China and which were owned by family, friends, and colleagues. Additionally, I find that the accounting discrepancies that were uncovered as part of the investigation into the KL China transfer were not unusual given how the Cambridge Network accounted for money received and held by Chinese subsidiaries and the broad use of personal bank accounts for company business. Finally, I find that, as early as January 2019, KnowledgeLink believed that Zhou had been misled and, at most, was negligent in connection with the transfer of KL China's equity.

On June 2, 2020, Frank Zhou was detained by the local authorities in China and investigated for embezzlement related to the equity transfer. He was released on bail. The case was sent to the People's Protectorate of Yuzhong District, Chongqing (Protectorate) for review and prosecution. The Protectorate interrogated Frank Zhou, and reviewed the case material, facts, and evidence. Because some facts were unclear, the Protectorate returned the case to the local authority for additional investigation.

⁵⁰ Needleman v. Clancy, 74 Mass. App. Ct. 1119, 2009 WL 1704684, at *1 (2009) (Rule 1:28 decision), citing Commonwealth v. Washington, 449 Mass. 476, 487–488 (2007).

After that investigation, on March 27, 2023, the Protectorate determined that “the evidence [of embezzlement] is insufficient, and the claims do not meet the requirements for prosecution.” Accordingly, the Protectorate determined not to prosecute Frank Zhou.

I find that neither KnowledgeLink, nor Gao, nor Lin paid illegal bribes or money to any of the Chinese officials that investigated Frank Zhou.

VI. Zhou’s Alleged Contempt of Preliminary Injunction Order

In September 2018, after KnowledgeLink filed suit against Zhou, the Court issued a preliminary injunction (Order) which, among other things, ordered Zhou not to transfer funds or assets belonging to KnowledgeLink, KL China, Beituomengqi, or KLIS; to provide an accounting; and not to compete or interfere with KnowledgeLink and its related entities. Zhou was not ordered to refrain from communicating with individuals at KnowledgeLink, KL China, Beituomengqi, or KLIS. The Court struck out the paragraph, among others, proposing that Zhou be ordered not to communicate with such individuals.

On March 28, 2019, Lin wrote to Principal Wang of Bashu Asset, who was also the head of KLIS, asserting that Zhou had violated the Court Order by holding a KLIS council meeting and visiting the school. Such conduct, if true, would not have violated the express terms of the Order. In her email to Bashu Asset, Lin included a version of the Order which did not indicate the portions that the Court had stricken.

VII. Defamatory Communications

After Zhou’s termination and during and after the investigation, Lin wrote to officials, Chinese partner schools, and others alleging that Zhou had committed criminal and other wrongdoing. Specifically, Lin sent a report to the Chongqing Municipal Education Committee stating that Zhou and Frank Zhou had conspired to embezzle the equity as well as the assets of KL China; and Gao and Lin wrote to

KnowledgeLink's Chinese partner schools stating that KnowledgeLink had initiated proceedings for criminal and civil investigations against Zhou related to the equity transfer.

After her termination, Zhou explored business opportunities to work with other entities in China on unrelated projects, such as camp based education. These entities included: (1) Rongqing Tech/Science Education Ltd.; (2) Shanghai Changjian Medical Investment; (3) Duo Zhao; and (4) Polarian Partners, LLC. At the time Lin and Gao sent the above letters, Zhou had not signed any contracts with them. All discussions with the entities ceased after Lin and Gao sent the letters.

The allegations sent to the Chinese partners and authorities regarding Zhou's alleged criminal conduct caused Zhou emotional distress necessitating the need for professional psychological help.

VIII. Deyu and KC Panorama

Deyu Company (Deyu) was owned by Gao's brother. In its interrogatory responses, KnowledgeLink stated that Deyu is a currency exchange company located in Hong Kong used to facilitate transactions between companies or people in China and the Cambridge Network. Gao contradicted that statement in some respects. Gao testified that Deyu was not a currency exchange company. Rather, Gao borrowed money from his brother through Deyu using CIBR and KnowledgeLink to guarantee the loans.⁵¹

Gao also borrowed money from time to time from KC Panorama, an entity owned by Gao's classmate, Kia Zhao. CIBR would guarantee the loans.⁵²

⁵¹ No notes or other such documents were provided regarding these loans.

⁵² When KC Panorama was founded, it originally listed Lin and Gao's home address as its business address.

Gao explained that the money he borrowed from Deyu and KC Panorama was to fund the Chinese entities. I infer that the need to use those entities resulted from the difficulty in sending U.S. dollars to the Cambridge Network Chinese affiliates. No written guarantees were produced in the trial of this matter.

The Cambridge Network used Deyu without clear differentiation between the various entities and allowed Deyu to hold funds belonging to and due to various CIIE entities in the personal bank accounts of Gao's brother. In addition, Lin approved the transfer of funds owed to CIIE from Deyu to non-Cambridge Network entities, Creative Lights and CreativeStar.

A March 2018 email from Chuang makes clear the widespread disregard of corporate formalities in connection with Deyu and use of personal / individual bank accounts with respect to all corporate conduct in China:

Let's follow the old process, after I review and approve the whole China operation – you fill out the PO request form – request Barbara [Liang] to sign the form – Christine [Lin] will remit the payment to Deyu – You contact Deyu to re-direct the funds to Anna [Ge]'s Shanghai account – then you distribute the funds to each office / manager account.

As of June 18, 2020, the books and records of KnowledgeLink reference loans of 4.5 million RMB to Gao's brother, which Lin confirmed were not "really loans." While Zhou was aware that the Cambridge Network companies and KnowledgeLink used Deyu to move funds, she was not aware that Deyu was owned by Gao's brother or that it was charging fees. Gainsboro was not aware of the use of Deyu and / or KC Panorama to transmit funds between China and the United States.

RULINGS OF LAW⁵³

I. Applicable Law

Breach of Fiduciary Duty. Shareholders in close corporations, such as CIBR and KnowledgeLink, “owe one another substantially the same fiduciary duty in the operation of the enterprise that partners owe to one another,” that is, a duty of “utmost good faith and loyalty.” Donahue v. Rodd Electrotpe Co. of New England, 367 Mass. 578, 593 (1975) (footnote and citations omitted). Here, there is no real dispute that CIBR and KnowledgeLink are close corporations, and that Lin, Gao, and Zhou owe each other that high duty.

“Stockholders in close corporations must discharge their management and stockholder responsibilities in conformity with th[e] strict good faith standard. They may not act out of avarice, expediency or self-interest in derogation of their duty of loyalty to the other stockholders and to the corporation.” Id. A claim of breach of fiduciary duty is an equitable claim against individual stockholders and the determination of whether a breach “has occurred is a matter of law for the court, as is the remedy for such breach.” Merola v. Exergen Corp., 423 Mass. 461, 464 (1996), Zimmerman v. Bogoff, 402 Mass. 650, 660–661 (1988).

Terminating a shareholder of a close corporation from employment can constitute a breach of fiduciary duty. See Wilkes v. Springside Nursing Home, Inc., 370 Mass. 842, 850 (1976) (denying minority shareholders employment in corporation may “effectively frustrate [their] purposes in entering on the corporate venture”). However, “[n]ot every discharge of an at-will employee of a close corporation who happens to own stock in the corporation gives rise to a successful breach of fiduciary duty claim.”

⁵³ As with my findings of fact, I do not restate here all the governing law that might apply to the claims and defenses in this case, only that which is necessary and on which I relied in reaching my conclusions.

Merola, 423 Mass. at 466. That is because “the controlling group in a close corporation must have some room to maneuver in establishing the business policy of the corporation [and] . . . must have a large measure of discretion, for example, in . . . dismissing directors with or without cause, and hiring and firing corporate employees.” Wilkes, 370 Mass. at 851.

When confronted with a claim that a shareholder was wrongfully denied employment in a close corporation, courts engage in a two-step analysis. First, I must determine “whether the controlling group can demonstrate a legitimate business purpose for its action.” Id.; see also Pointer v. Castellani, 455 Mass. 537, 551 (2009) (“the court must allow the controlling group to demonstrate a legitimate business purpose for its action”) (quotations omitted). If the controlling group establishes a legitimate purpose, then the minority shareholder, here Zhou, may “demonstrate that the same legitimate objective could have been achieved through an alternative course of action less harmful to [their] interest.” Wilkes, 370 Mass. at 851-852.

Shareholders in a close corporation can also breach their fiduciary duties by engaging in what is called a “freeze-out,” i.e., “ke[eping] corporate benefits for themself while denying them to the minority plaintiff.” Dolan v. DiMare, No. 1984CV03526BLS2, 2020 WL 4347607, at *12 (Mass. Super. June 15, 2020). The Supreme Judicial Court (SJC) has explained that a freeze out occurs when the “squeezers” (i) “refuse to declare dividends;” (ii) “drain off the corporation’s earnings in the form of exorbitant salaries and bonuses to the majority shareholder-officers and perhaps to their relatives, or in the form of high rent by the corporation for property leased from majority shareholders;” (iii) “deprive minority shareholders of corporate offices and of employment by the company;” or (iv) “cause the corporation to sell its assets at an inadequate price to the majority shareholders[.]” Donahue, 367 Mass. at 588-589 (quotations omitted). See also Brodie v. Jordan, 447 Mass. 866, 870 (2006) (excluding shareholder from corporate decision-making and denying access to company

information sufficient to constitute breach of fiduciary duty); Bodio v. Ellis, 401 Mass. 1, 10 (1987) (thwarting minority shareholder's "rightful expectation" as to equal control of close corporation was breach of fiduciary duty); Dolan, 2020 WL 4347607, at *12 ("Where those in control of a closely-held corporation with lots of free cash do not pay any dividends, but use other mechanisms to pay or distribute substantial sums to themselves, they may be liable to the minority shareholders for engaging in shareholder oppression; this is a classic squeeze out situation.") (quotations omitted).

Finally, shareholders in close corporations can be found to have breached their fiduciary duties to the minority by engaging in self-interested transactions. As explained by the SJC:

Shareholders, directors, and officers of a closely held corporation owe a duty of loyalty to the corporation. The duty of loyalty prohibits fiduciaries from engaging in self-dealing, which occurs when a fiduciary is positioned on both sides of a transaction or otherwise stands to benefit personally from the transaction. If a fiduciary engages in self-dealing without the approval of disinterested shareholders or directors, he or she bears the burden of proving that the transaction was intrinsically fair and did not result in harm to the corporation. Failure to satisfy this burden warrants a finding that the fiduciary committed a breach of his or her duty of loyalty.

Tocci v. Tocci, 490 Mass. 1, 15 (2022) (quotations and citations omitted).

Courts have broad equitable powers to fashion remedies for breaches of fiduciary duty in a close corporation. Brodie, 447 Mass. at 871. "Equitable remedies are flexible tools to be applied with the focus on fairness and justice." Smith v. Kelley, 484 Mass. 111, 127 (2020), quoting Demoulas v. Demoulas, 428 Mass. 555, 580 (1998). With respect to a freeze-out in the form of termination of employment, courts can consider reinstatement or a fair severance. See Brodie, 447 Mass. at 871 (remedy for a minority shareholder with a reasonable expectation of employment by the corporation wrongfully terminated "may be reinstatement, back pay, or both"); Leslie v. Boston Software Collaborative, Inc., No. 010268BLS, 2002 WL 532605, at *9 (Mass. Super. Feb.

12, 2002). With respect to the failure to declare or issue dividends or self-dealing, courts can order an award of damages and other equitable remedies as appropriate. See Brodie, 447 Mass. at 871 (“if a minority shareholder has a reasonable expectation of sharing in company profits and has been denied this opportunity, she may be entitled to participate in the favorable results of operations to the extent that those results have been wrongly appropriated by the majority”) (quotations omitted). At the end of the day, “[t]he remedy should neither grant the minority a windfall nor excessively penalize the majority. Rather, it should attempt to reset the proper balance between the majority’s conceded rights to what has been termed selfish ownership, and the minority’s reasonable expectations of benefit from its shares.” Id. (quotations, citation, and alteration omitted).

Courts have the discretion to “remove a corporate director for breach of fiduciary duty when necessary to protect the interests of a close corporation and its minority shareholders.” Ellis v. Varney, No. 9801397, 2004 WL 574827, at *48 (Mass. Super. Jan. 9, 2004). However, the breaches of fiduciary duty must be “so egregious as to warrant judicial interference in the composition of the Board of Directors.” Id. at *49. Courts also may compel an accounting. Chedd-Angier Prod. Co. v. Omni Publ’ns Int’l, Ltd., 756 F.2d 930, 937 (1st Cir. 1985) (“Under Massachusetts law, an equitable accounting is available only if there exists a fiduciary or trust relationship between the parties[.]”).

Finally, “[a]ttorneys’ fees may be awarded, in the judge’s discretion, to a party who has successfully brought a derivative action on behalf of a corporation.” Coggins v. New England Patriots Football Club, Inc., 406 Mass. 666, 669 (1990). “A party may recover such fees only for those claims benefitting the corporation and not for direct claims benefitting the party personally.” Beninati v. Borghi, 90 Mass. App. Ct. 556, 568 (2016).

Aiding and Abetting Breach of Fiduciary Duty. “The elements of the tort of aiding and abetting a breach of fiduciary duty are: (1) there must be a breach of

fiduciary duty; (2) the defendants must know of the breach; and (3) the defendants must have actively participated or substantially assisted in or encouraged the breach to such a degree that they could not reasonably have been acting in good faith.” Baker v. Wilmer Cutler Pickering Hale & Dorr LLP, 91 Mass. App. Ct. 835, 847 (2017), citing Arcidi v. National Ass’n of Gov’t Emps., 447 Mass. 616, 623-624 (2006).

Civil Conspiracy. There are two types of civil conspiracy. Kurker v. Hill, 44 Mass. App. Ct. 184, 188 (1998). The first requires evidence that “two or more defendants acted in concert, and that ‘there was some peculiar power of coercion of the plaintiff possessed by the defendants in combination which any individual standing in a like relation to the plaintiff would not have had.’” Wodinsky v. Kettenbach, 86 Mass. App. Ct. 825, 837 (2015), quoting DesLauries v. Shea, 300 Mass 30, 33 (1938). The second requires proof that the defendants (1) knew that certain conduct constituted a tort and (2) substantially assisted in or encouraged that conduct. See Baker, 91 Mass. App. Ct. at 847-848. “Civil conspiracy requires an agreement among the co-conspirators; joint acts are not sufficient by themselves.” Dexter v. Dealogic, LLC, 390 F. Supp. 3d 233, 245-246 (D. Mass. 2019), citing Gutierrez v. Massachusetts Bay Transp. Auth., 437 Mass. 396, 415 (2002).

Breach of Contract. “To prevail on a claim for breach of contract, a plaintiff must demonstrate that there was an agreement between the parties; the agreement was supported by consideration; the plaintiff was ready, willing, and able to perform his or her part of the contract; the defendant committed a breach of the contract; and the plaintiff suffered harm as a result.” Bulwer v. Mount Auburn Hosp., 473 Mass. 672, 690 (2016).

Massachusetts law permits shareholders to enter into agreements that “eliminate[] the board of directors or restrict[] the discretion or powers of the board of directors.” G. L. c. 156D, § 7.32(a)(1). Shareholders may also enter into agreements “govern[ing] the authorization or making of distributions whether or not in proportion

to ownership of shares.” *Id.*, § 7.32(a)(2). Finally, shareholders may enter into agreements “establish[ing] who shall be directors or officers of the corporation, or their terms of office or manner of selection or removal,” *Id.*, § 7.32(a)(3). For such agreements to be enforceable, however, they must be “set forth (i) in the articles of organization or bylaws and approved by all persons who are shareholders at the time of the agreement or (ii) in a written agreement that is signed by all persons who are shareholders at the time of the agreement and is made known to the corporation.” *Id.*, § 7.32(b)(1).

Interference with Advantageous Relations. To prove intentional interference with an advantageous business relationship, a plaintiff has to prove that: “(1) [it] had an advantageous relationship with a third party. . . (2) the defendant knowingly induced a breaking of the relationship; (3) the defendant’s interference with the relationship, in addition to being intentional, was improper in motive or means; and (4) the plaintiff was harmed by the defendant’s actions.” *Blackstone v. Cashman*, 448 Mass. 255, 260 (2007). “[C]orporate officials acting within the scope of their employment responsibilities are privileged to act unless they do so out of malevolence, that is, with actual malice.” *Id.* (quotations and alteration omitted). “The ‘actual malice’ standard for proving improper motive or means on the part of a corporate official is a burden placed on the plaintiff, not a defense that must be proved by the defendant.” *Id.* at 261; see also *Psy-Ed Corp. v. Klein*, 459 Mass. 697, 716 (2011).

Defamation. “[T]o state a claim of defamation, a plaintiff must allege facts indicating that (1) the defendant published a false statement regarding the plaintiff—that is, the defendant communicated the statement concerning the plaintiff to a third party; (2) the statement could damage the plaintiff’s reputation in the community; and (3) the statement caused economic loss or is otherwise actionable without proof of economic loss.” *Flagg v. AliMed, Inc.*, 466 Mass. 23, 37 (2013). Accusing someone of

criminal conduct is “defamatory per se, requiring no proof of special damages.” Phelan v. May Dept. Stores Co., 443 Mass. 52, 56 (2004).

“Massachusetts courts have recognized that a person may possess a conditional privilege to publish defamatory material if the publication is reasonably necessary to the protection or furtherance of a legitimate business interest.” Bratt v. International Bus. Machines Corp., 392 Mass. 508, 512–513 (1984). However, “a conditional privilege may be abused, and lost, in a number of ways.” Id. at 514, citing Restatement (Second) of Torts § 599, comment a, at 286 (1977). “One manner of such abuse is publication with knowledge of falsity or with reckless disregard of the truth.” Tosti v. Ayik, 386 Mass. 721, 726 (1982). See also Barrows v. Wareham Fire Dist., 82 Mass. App. Ct. 623, 631 (2012) (“A conditional privilege may thus be recklessly abused and lost whether the fault lies in the misconduct of determining the truth of the material published or in the misconduct of unnecessarily, unreasonably, or excessively publishing the material.”).

“A plaintiff in a successful defamation case is entitled . . . to fair compensation for actual damages, including emotional distress and harm to reputation (and any special damages that have been pleaded and proved).” Murphy v. Boston Herald, Inc., 449 Mass. 42, 67 (2007), quoting Ayash v. Dana–Farber Cancer Inst., 443 Mass. 367, 404–405, cert. denied sub nom. Globe Newspaper Co. v. Ayash, 546 U.S. 927 (2005); Restatement (Second) of Torts § 623 (1977).

Conversion. “The elements of conversion require that a defendant be proved to have ‘intentionally or wrongfully exercise[d] acts of ownership, control or dominion over personal property to which he has no right of possession at the time. . . .’” Grand Pac. Fin. Corp. v. Brauer, 57 Mass. App. Ct. 407, 412 (2003), quoting Abington Natl. Bank v. Ashwood Homes, Inc., 19 Mass. App. Ct. 503, 507 (1985).

Civil Contempt. Civil contempt requires clear and convincing evidence that a person disobeyed a clear and unequivocal command. Fehrman-Cappuccino v. Cappuccino, 90 Mass. App. Ct. 525, 532 (2016). “[T]he purpose of civil contempt is

remedial: its aim is to coerce the performance of a required act by the disobedient party for the benefit of the aggrieved complainant.” Sodones v. Sodones, 366 Mass. 121, 129-130 (1974). In contrast, criminal contempt is “exclusively punitive.” Furtado v. Furtado, 380 Mass. 137, 141 (1980), quoting Blankenburg v. Commonwealth, 260 Mass. 369, 373 (1927). See also Sodones, 366 Mass. at 130 (“[Criminal contempt’s] aim is to vindicate the court’s authority and to punish the contemnor for doing a forbidden act or for failing to act as ordered.”). The distinguishing feature of criminal contempt is that it cannot be purged through compliance whereas, the contemnor in a civil contempt proceeding “carries the keys of his prison in his own pocket.” In re Birchall, 454 Mass. 837, 848 (2009), quoting International Union, United Mine Workers of Am. v. Bagwell, 512 U.S. 821, 828 (1994).

II. Analysis

A. Zhou’s Claims Against Lin and Gao

Breach of Fiduciary Duty. Based on the above findings and as explained below, Zhou has proved that Lin and Gao breached their fiduciary duties in (i) firing Zhou from her position as Chief Executive Officer of KnowledgeLink and removing her from the Boards of KnowledgeLink and the other Cambridge Network companies; (ii) draining CIBR’s and KnowledgeLink’s earnings in the form of exorbitant salaries and bonuses after Zhou’s termination; and (iii) engaging in self-interested transactions by establishing companies in the international education space to work with CIBR and KnowledgeLink that excluded Zhou from ownership, even though previously all companies established to provide any education services in connection with the Cambridge Network companies and KnowledgeLink were held in the same ownership as CIBR and KnowledgeLink or for the benefit of Zhou, Lin, and Gao.⁵⁴

⁵⁴ This conduct, as related to Shanghai Nuolin, constituted a breach of the duty of loyalty as well and is addressed below in connection with Zhou’s derivative claim.

I start with the termination of Zhou from her position as CEO of KnowledgeLink. As an initial matter, one of Zhou's purposes in engaging in the entire Cambridge Network enterprise was to serve in a compensated leadership role in the businesses. Eventually, she reasonably understood that Lin and Gao had agreed that she would receive forty percent of the profit of KnowledgeLink and could operate KnowledgeLink without interference. The reasons proffered for Zhou's termination – permitting the equity transfer of KL China to Beituomengqi without Board approval and purportedly refusing to provide information about the transfer or to assist in the recovery of KL China's equity – lacked a legitimate business purpose and, I conclude, were manufactured after Zhou began to demand a salary increase, began to question CIBK's operations and the recent lawsuit involving Green Planet, refused to cooperate with Lin in connection with that lawsuit, and expressed her interest in being bought out of the company. Further, as the above findings establish, the legitimate objectives relating to the equity transfer could easily have been achieved – and were relatively easily and swiftly achieved – with actions less harmful to Zhou.

Lin and Gao's proffered reasons for firing Zhou are belied by the following findings. First, *all* the other Chinese entities in the Cambridge Network were held by friends and family – not Lin, Gao, or Zhou – and were not direct subsidiaries of any Cambridge Network entity. It was not, therefore, a breach of fiduciary duty, or even surprising, that Zhou believed a similar approach for KL China, if necessary to continue operations, would be acceptable and that she was not obligated to seek or obtain Board approval, particularly where Lin had been informed of the situation.

Second, Zhou believed the transfer was necessary to keep KL China operable and for KnowledgeLink to continue to use KL China to obtain and transmit tuition from the Chinese partner schools.

Third, after the transfer, nothing changed. KL China continued to send payments to KnowledgeLink and Zhou continued to manage Frank Zhou and KL China.

Fourth, Zhou explained to Lin and Gao her understanding as to how and why the transfer occurred, which was consistent with the documentation provided to her by Frank Zhou and Wang Long and on which she reasonably relied. No evidence was presented that Zhou suspected or should reasonably have suspected the Notice of Rectification was forged. I credited the testimony of Attorney Zhou that the Rectification Notice appeared valid on its face and, had one of his clients received such a notice, he would have advised the client to take immediate action.

Fifth, Zhou told Lin and Gao that she would assist in any way necessary to protect KnowledgeLink and proposed a workable solution as early as November 2017 – the creation of a new wholly owned subsidiary or another unofficial Chinese subsidiary to take over KL China's role. Lin expressly agreed with this solution in March 2018, when Lin presented a motion at the KnowledgeLink board meeting to open a new company in China to take over the operational functions of KL China. Lin and Gao, however, took no steps before firing Zhou to effectuate this or any of the other solutions that had been discussed. The ultimate solution that Lin and Gao effected after Zhou's termination was the precise solution that Zhou proposed months earlier. They used an unofficial Chinese subsidiary, Shanghai Tuohui, which was *not* a wholly owned KnowledgeLink subsidiary, to work with KnowledgeLink's partner schools and collect tuition.

Sixth, Cargill, the Director of Human Resources for the Cambridge Network, was not aware of the alleged reasons for Zhou's termination at the time she was directed to demote Zhou and then terminate her. As I inferred, this indicates that the termination was premised on something other than the equity transfer.

I turn next to Lin and Gao's siphoning and draining of corporate resources to avoid paying Zhou distributions. After Zhou's termination in 2018, Lin and Gao, acting as the "Board," voted to give Gao a \$2.4 million bonus, increased Lin's salary by \$200,000, and created a CIO position for Gao – who had never received any salary for any position with the Cambridge Network – with a salary of \$400,000. Thereafter, no distributions of any sort were made to Zhou. Lin was aware that such conduct would drain resources and thereby prevent distributions to Zhou. Further, although Gao's bonus was returned, it was credited as Lin and Gao's "paid in capital," and Gao retained the portion that had been paid as taxes. Therefore, it was an improper dividend that has benefitted only Lin and Gao and constitutes a breach of fiduciary duty.

Finally, I address Lin and Gao's self-interested transactions. After her termination, Lin and Gao caused KnowledgeLink to enter transactions with companies they owned and controlled without Zhou's knowledge or approval. These companies include Shanghai Nuolin, a Chinese entity wholly owned by Gao, and three companies – United K12, St. Mary's Management, and St. Mary's Online – wholly owned by Lin. Shanghai Nuolin was formed to collect tuition in place of KL China and received a thirty percent fee from KnowledgeLink. United K12, St. Mary's Management, and St. Mary's Online were used in connection with the Cambridge Network Companies' educational businesses. Although every other Chinese entity involved with the Cambridge Network companies and KnowledgeLink was held – beneficially or informally – for the benefit of Lin, Gao, and Zhou in proportion to their ownership in the Cambridge Network companies, all four of these entities excluded Zhou. Gao denied that Zhou was entitled to anything from Shanghai Nuolin, and all the profit

from that entity was reported on Lin and Gao's personal tax returns rather than KnowledgeLink's returns.⁵⁵

Damages for Breach of Fiduciary Duty. Zhou has proved damages in the amount of \$300,000 per year since 2019 or a total of **\$1.8 million** in connection with her wrongful termination. Zhou is also entitled to thirty percent of the \$2.4 million dividend paid as a bonus to Gao or **\$720,000**. However, Zhou has not otherwise proved damages associated with Lin and Gao's draining of corporate resources, failure to make distributions, or their self-interested transactions. Nor has Zhou established that Lin or Gao's salaries were excessive. Zhou is not entitled to attorneys' fees on her claim of breach of fiduciary duty. See Tocci, 490 Mass. at 2-3, 22-23.

Aiding and abetting breach of fiduciary duty. To the extent Gao cannot be liable directly for the breaches of fiduciary duty found above because he was not a legal owner of CIBR or KnowledgeLink's shares, he is liable, in the alternative, for aiding and abetting Lin in the breaches described above. I have found that Lin breached her fiduciary duty; Gao was well aware of her breaches; he participated and substantially encouraged the breaches for his personal benefit; and did not act in good faith. Damages are the same as those for Zhou's claim of breach of fiduciary duty.

Civil Conspiracy. For the same reasons stated above, and to the extent that Gao was not a legal shareholder at the time of the conduct, Zhou has proved that Lin and Gao agreed to engage in conduct constituting a breach of Lin's fiduciary duty – as evidenced by the relevant board meeting minutes describing their actions – and that

⁵⁵ I do not conclude that the Cambridge Network's relationship with Creative Lights, Deyu, or KC Panorama constituted a breach of fiduciary duty or a breach of Lin's or Gao's duty of loyalty. Zhou also has not established that Lin's use of corporate credit cards constituted a breach of any fiduciary duty particularly where Zhou understood that the entities had exceedingly lax financial controls during the time she had an active role with the Cambridge Network and KnowledgeLink.

both assisted and encouraged that conduct. Damages are the same as those for Zhou's claim of breach of fiduciary duty.

Breach of Contract. Zhou has not met her burden on the breach of contract claim. As noted above, I have found that at some point, the parties agreed that Zhou would be entitled to forty percent of the profit of KnowledgeLink, and that Zhou would operate KnowledgeLink without interference by Lin or Gao. However, Zhou has not established that any such agreement was encompassed in any writing signed by all shareholders as required by G. L. c. 156D, § 7.32(b)(1).

Interference with Advantageous Relations. Based on my findings, Zhou has not established a claim of interference with advantageous relations. To the extent the interference was with Zhou's potential new ventures after her termination, Zhou has not established that Lin or Gao was aware of those ventures and intended to interfere with them. To the extent the interference was with Zhou's relationship with the Cambridge Network and KnowledgeLink, that claim is duplicative of the breach of fiduciary duty claim. *Szalla v. Locke*, 421 Mass. 448, 453 (1995) ("Recovery of duplicative damages under multiple counts of a complaint is not permissible.").

Defamation. Zhou has proved defamation. Lin and Gao sent letters to third parties in China stating that Zhou had embezzled from KnowledgeLink and implying that she had committed criminal conduct. Those letters were defamatory per se – and knowingly false. Further, any possibly applicable conditional privilege defense fails where, prior to publication, Lin and Gao made no serious investigation whatsoever and thus recklessly and falsely alleged Zhou was involved in criminal conduct. And, after publication, Lin admitted that any wrongdoing by Zhou rose only to the level of negligence.

Damages for Defamation. Zhou has not established economic loss both because her discussions regarding alternate ventures were preliminary, and because she cannot establish – without hearsay – that those potential ventures failed because of the

defamatory statements. However, Zhou has established that she experienced emotional distress. I credit her testimony regarding the emotional distress caused by the false allegations of wrongdoing that Lin and Gao communicated to her former Chinese partners and Chinese officials. Zhou is entitled to \$1 million as compensation for the years of emotional distress she has suffered.

B. KnowledgeLink's Claims Against Zhou

KnowledgeLink has not met its burden to establish that Zhou breached her fiduciary duties in connection with KL China's and KLIS's operations or the transfer of KL China's equity. Zhou did not engage in self-dealing or otherwise breach her duty of loyalty. She acted for the benefit of KnowledgeLink at all relevant times. And after a fulsome investigation, KnowledgeLink found no evidence that Zhou benefited personally from KL China's equity transfer or benefitted personally from any other alleged wrongdoing. Further, Zhou did not breach her duty of care. As noted, I credit Attorney Zhou that he would not have recognized the Rectification Notice as a forgery and that Zhou's desire to take action to protect the ability of KL China to continue to operate on KnowledgeLink's behalf in China was reasonable. Having found no wrongdoing, KnowledgeLink is not entitled to an equitable accounting.

C. Zhou's Derivative Claims on behalf of KnowledgeLink

For the reasons stated above, Zhou has met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink when they established Shanghai Nuolin as Gao's wholly owned entity which charged a thirty percent fee to KnowledgeLink for its services.⁵⁵ I will order Lin and Gao to provide a complete forensic accounting of all revenue, expenses, and profit of Shanghai Nuolin from its founding to the present.

⁵⁶ Because Zhou's derivative claims on behalf of CIBR have been dismissed, I do not include discussion here of United K12, St. Mary's Management, St. Mary's Online, or Lin's use of corporate credit cards for personal expenses.

Zhou has not met her burden with regard to the other allegations upon which she bases her claims. She has not established that Lin and Gao converted any assets belonging to KnowledgeLink, bribed any Chinese officials, or engaged in tax evasion. She has also not established that the use of Deyu and or KC Panorama harmed KnowledgeLink.

As for KnowledgeLink's counterclaims, which are based on essentially the same conduct as alleged in KnowledgeLink's suit against Zhou in Case No. 1884CV02736, I conclude that it has not proved them for the reasons stated above.

In my discretion, I decline to award attorney's fees for that part of the derivative claim on which Zhou was successful. I decline to award fees because the vast majority of the discovery and of the trial of these cases related to Zhou's individual claims and defenses and not to her single successful derivative claim on behalf of KnowledgeLink.

D. Contempt

KnowledgeLink has not established, by clear and convincing evidence, that Zhou failed to comply with the Court's (Sanders, J.) preliminary injunction. The evidence does not support that Zhou competed or interfered with KnowledgeLink and its related entities as prohibited by the Order.⁵⁷

ORDER

For the foregoing reasons, the Court enters the following **ORDER**:

- **Case No. 1884CV02607**: Judgment shall enter for May X. Zhou and against Xinwei (Christine) Lin and Jianxin (Steven) Gao in the amount of \$2,520,000 (two million, five hundred and twenty thousand dollars) for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and civil conspiracy, and in the amount of \$1,000,000 (one million dollars) for defamation **for a total amount of \$3,520,000 (three million, five hundred and twenty thousand dollars)**. Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall, within sixty days of the date of this Order, reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of

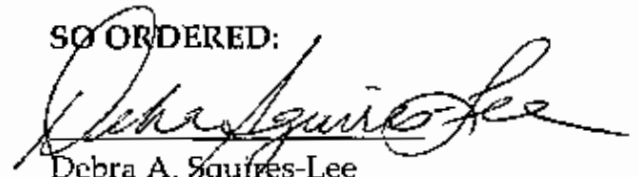
⁵⁷ I further find that neither party established spoliation.

KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies⁵⁸ and restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline.

- **Case No. 1884CV02376:** Judgment shall enter for May X. Zhou and against KnowledgeLink Group, Inc.
- **Case No. 2384CV01294:** Judgment shall enter for May X. Zhou, on behalf of KnowledgeLink Group, Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. Within sixty days of the date of entry of this Order, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall provide May X. Zhou a complete forensic financial accounting of Shanghai Nuolin Business Consulting Co. Ltd. from the date of its founding to the present. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the sixty-day deadline.
- **Civil Contempt:** Judgment shall enter for May X. Zhou on the claim of civil contempt.

Entry of Final Judgments in these consolidated cases shall be stayed for sixty days or until the reports referenced above have been filed whichever occurs sooner.

SO ORDERED:


Debra A. Squires-Lee
Justice of the Superior Court

April 9 2025

⁵⁸ No information was provided to me regarding a reasonable salary for the President, CEO, and COO of a company similar to KNowledgeLink as of 2025.

DV

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT

MAY X. ZHOU,	)	
Plaintiff	)	
v.	)	C.A. No. 1884CV02607-BLS2
XINWEI “CHRISTINE” LIN and	)	
JIANXIN “STEVEN” GAO,	)	
Defendants.	)	
KNOWLEDGELINK GROUP, INC.,	)	
Plaintiff,	)	
v.	)	C.A. No. 1884CV02736-BLS2
MAY ZHOU,	)	
Defendant.	)	
MAY X. ZHOU, as Shareholder	)	
of, and on behalf of CAMBRIDGE INSTITUTE	)	
OF BUSINESS RESEARCH, INC. and	)	
KNOWLEDGELINK GROUP, INC.,	)	
Plaintiff	)	
v.	)	C.A. No. 2384CV01294
XINWEI “CHRISTINE” LIN and	)	
JIANXIN “STEVEN” GAO,	)	
Defendants,	)	
CAMBRIDGE INSTITUTE OF BUSINESS	)	
RESEARCH, INC., and KNOWLEDGELINK	)	
GROUP, INC.,	)	
Derivative Defendants.	)	

**EMERGENCY MOTION OF CHRISTINE LIN AND STEVEN GAO FOR (1)
RECONSIDERATION AND VACATUR OF APRIL 9, 2025 ORDER DIRECTING
REINSTATEMENT OF MAY ZHOU AS PRESIDENT, CEO AND COO OF
KNOWLEDGELINK GROUP, INC.
OR (2) STAY OF REINSTATEMENT ORDER PENDING APPEAL**

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CONCLUSION AND REQUEST FOR HEARING 10

Pursuant to Superior Court Rule 9D, Christine Lin (“Lin”) and Steven Gao (“Gao”) respectfully move this Court for reconsideration and vacatur of the portion of its April 9, 2025 Order¹ that directs Lin and Gao to “reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies.” Order at 60-61 (“Reinstatement Injunction”). This Motion is based on the following particular and demonstrable errors:² The extraordinary positive Reinstatement Injunction is commercially impracticable. The Court made no factual findings that reinstatement of Zhou seven years after her termination is commercially feasible or in the best interest of KnowledgeLink. Zhou did not present any argument or offer any evidence in support of her reinstatement as President, CEO and COO. No reported Massachusetts appellate or trial court decision has ever ordered the reinstatement of a chief executive or senior corporate officer in a fiduciary breach case. In the only reported decision on point, Judge van Gestel of the Business Litigation Session *declined* to order reinstatement of the treasurer and one-third shareholder because it was “unworkable,” and instead awarded “a fair severance award” of eight months salary and reinstatement as a corporate director. *Leslie v. Boston Software Collaborative, Inc.*, 14 Mass.L.Rptr. 379, 2002 WL 532605 (Mass. Super. Feb. 12,

¹ “Order” refers to the Findings of Fact, Conclusions of Law, and Order for Judgment, dated April 9, 2025.

² Superior Court Rule 9D allows three grounds for reconsideration: (1) newly discovered evidence, (2) a change of relevant law, and (3) “a particular and demonstrable error in the original ruling or decision.” Lin and Gao are relying on the third ground. As the SJC recently confirmed, “it is well established that a judge retains discretion to reconsider prior rulings and correct errors at any time until a final judgment is entered, regardless of whether there has been a change in fact or law.” *Kauders v. Uber Technologies, Inc.*, 486 Mass. 557, 569 (2021).

2002). *See* Argument I, *infra*. In addition, the Reinstatement Injunction remedy is inequitable given the Court’s award of six years’ severance pay to Zhou. *See* Argument II, *infra*.

Alternatively, if the Court declines to reconsider and vacate the Reinstatement Injunction, Lin and Gao move pursuant to Mass. R. Civ. P. 62 to stay the time for Lin and Gao to comply with the Reinstatement Injunction until all appellate rights of Lin and Gao have been exhausted. *See* Argument III, *infra*.

Summary of Facts and Evidence Relevant to This Motion

Friction between Zhou, the 30 percent owner of KnowledgeLink, CIBR and all other companies in the Cambridge Network, and Lin and Gao, the two other owners, began “[a]s early as 2013, [when] Zhou complained about her salary.” *Order* at 10. Discord accelerated in 2017 when (1) Zhou authorized the transfer of KL China’s ownership from KnowledgeLink to Beituomengqi after Lin had told Zhou not to transfer ownership to anyone,³ (2) Zhou did not inform Lin of the transfer when it occurred,⁴ and (3) Zhou told Lin and Gao she was powerless to reverse the transfer even though Frank reported to her.⁵ While Zhou stated generally she gave Lin and Gao “whatever [they] asked in the entire year,” in response to the Court’s interest in “want[ing] to know what information [Zhou] provided,” the *only* specific item Zhou identified was a list of contractors, their owners and legal representatives. Zhou Tr. Dec. 5 at 76, 79. But that list only disclosed CIEE contractors. Ex. 305.⁶ By email of December 23, 2017, Lin asked

³ Stipulation of Undisputed Facts, October 11, 2024 (Exhibit A hereto) (“SF”) 84; Zhou Tr. Dec. 9. at 45. All cited trial testimony is attached as Exhibit B hereto, by witness in alphabetical order.

⁴ SF 100-101; Lin Tr. Oct. 23, at 81-82.

⁵ Lin Tr. Oct. 23, at 89-90.

⁶ All Trial Exhibits cited herein are referred to as “Ex. __,” with copies attached hereto as Exhibit C in numerical order.

Zhou for a list “for all KL related parties and entities.” *Id.* Zhou never testified she provided such a list nor did she offer one at trial. And several witnesses testified Zhou did not provide the requested information or support necessary to recover KL China from Beituomengqi.⁷ By “early 2018, Zhou expressed a desire to be bought out of all the companies.” *Order* at 30. The parties’ differences came to a head on July 10, 2018 when Lin directed termination of Zhou’s employment “based on four articulated reasons.” *Order* at 32.⁸

Zhou’s disloyalty to KnowledgeLink continued thereafter. At KnowledgeLink board meetings on July 13, August 3, and August 14, 2018, Zhou refused to provide information, documents or assistance to maintain commercial relationships with KnowledgeLink’s partner schools.⁹ Without Zhou’s cooperation—and instead her resistance—it took KnowledgeLink

⁷ Szechenyi Tr. Dec. 17, at 125-148; Lin Tr. Oct. 28, at 16-19; Oct. 29 at 79, 95-96, 103-104, 106, 109, 112-115; Oct. 30, at 72; Gao Tr.146

Nov. 26, at 85-88 (Zhou never told the Chinese government that she never authorized the transfer); Gainsboro Tr. (see footnote 9 *infra*); Exs. 6, 13, 16, 20, 21, 23, 24, 26, 27, 28, 225.

⁸ The Order lists the four reasons and notes HR director Cargill’s testimony that none of the four had been discussed between her and Lin. *Order* at 32. Cargill testified that Peter Szechenyi, the company’s inside legal counsel, rather than she, handled Zhou’s termination because “it was sensitive.” Cargill Tr. Dec. 17, at 73. Cargill confirmed that Zhou never signed an NDA, including the one Cargill sent Zhou on July 2, 2018. Cargill Tr. Dec. 17, at 49, 87-88; Ex. 209. Cargill credibly denied the assertion by Zhou’s counsel that she, Lin and Gao had a plan as of July 9, 2018 to terminate Zhou regardless of how she responded to the offer. Cargill explained: “There’s no way. We needed her [Zhou]. We wouldn’t have been able to get the school running, and she was crucial to all of that. The hope and the expectation was that it was going to work out all along.” Cargill Tr. Dec. 17, at 90-91.

⁹ Gainsboro Tr. Dec. 20, at 22-28, 36; Exs. 39, 232; Lin Tr. Oct. 29, at 86-87. On August 14, 2018, Zhou represented to the KL US Board of Directors that she did not know “who the legal representative was for KLIS.” SF 141.

over three years and over \$170,000¹⁰ to obtain a government order returning KL China to KnowledgeLink from Beituomengqi. *Order* at 23.

Zhou's disloyalty is further evidenced by her amending KLIS's Articles of Organization in 2020 to remove KnowledgeLink's valuable power to appoint and re-appoint members of the KLIS Board. Briefly summarized: In 2014, Zhou on behalf of KnowledgeLink entered a certain Cooperation Agreement with Bashu Asset, an affiliate of the prestigious Chinese public Bashu Secondary School. The parties established KLIS, a school for children of foreign workers, initially with KnowledgeLink owning 30% of its equity and Bashu Asset owning the balance. *Order* at 15-17. KnowledgeLink paid KLIS's capital of 5 million RMB. Ex. 292. KLIS was a valuable opportunity for KnowledgeLink and all three of its shareholders. They "*expected* that KLIS would use and license KnowledgeLink curriculum, and perhaps intellectual property and other educational resources, which would have benefited KnowledgeLink financially." *Order* at 19-20.

Prior to 2020, KnowledgeLink had the power to appoint and re-appoint the members of KLIS's Board of Trustees. *Order* at 17. "At its founding, the KLIS Board had three members, who were KnowledgeLink employees." *Id.*; SF 70. In 2020, Zhou filed a new application to facilitate continued operation of KLIS. Ex. 70 at KL00739288 (Zhou's signature as "sponsor"). "The application included a revised Articles of Association. The revised Articles provided that the current members of the KLIS Board would be able to appoint and re-appoint members. Prior thereto, KnowledgeLink had that power." *Order* at 17. That material change—which Zhou did not disclose to Lin and Gao—adversely impacted KnowledgeLink. Zhou, as Chair of the KLIS

¹⁰ The company incurred legal fees in China of \$170,794 in 2018 and 2020 related to unwinding the transfer to Beituomengqi. Ex. 313 (Resnick Reports) at Ex. F thereto. Lin Tr. Oct. 29, at 86-87.

Board, used the amended authority to reconstitute the KLIS board to the point where none of its trustees are KnowledgeLink employees. SF 171, 186. Simply put, due to Zhou, KnowledgeLink lost its power to control KLIS.

Zhou's disloyalty extended to KnowledgeLink's trademarks. Zhou did not inform Lin or Gao of KL trademarks being transferred to Beituomengqi. SF 190. And from December 2018 through January 2021, KL trademarks were registered in Beituomengqi's name. SF 191.

Zhou, on the one hand, and Lin and Gao, on the other hand, have been ferociously litigating against one another since August 2018. Absent a negotiated resolution, further proceedings in this Court, including post-judgment motions, and in the Appeals Court will continue for years.

For over six years, the parties have been communicating nearly exclusively through their respective lawyers.

ARGUMENT

I. The Reinstatement Injunction Is Unprecedented and Commercially and Practically Unworkable

The Court's Rulings of Law (*Order* at 48) accurately state: "With respect to a freeze out in the form of termination of employment, courts can consider reinstatement or a fair severance," quoting the dicta from *Brodie v. Jordan*, 447 Mass. 866, 871 (2006) that "[i]f, for example, a minority shareholder had a reasonable expectation of employment by the corporation and was terminated wrongfully, the remedy may be reinstatement, back pay, or both." But *Brodie*'s prior sentence instructs that "the remedy should, *to the extent possible*, restore to the minority

shareholder those benefits which she reasonably expected, but has not received because of the fiduciary breach.” *Id.* at 870-71 (emphasis added).¹¹

In *Leslie*, the other decision cited in the Court’s Rulings of Law in support of reinstatement or a fair severance, Judge van Gestel ordered a severance payment rather than reinstatement as an officer because the latter was “unworkable.”

Leslie’s participation as an employee is, like the fallen egg, broken beyond repair. His return to BSC, as such, would not be in the best interest of the corporation or any of its shareholders, including Leslie himself.

14 Mass.LRptr, at *9. The court ordered reinstatement of the plaintiff as a board member and payment of eight months’ severance. *Id.* at *9.¹²

Undersigned counsel has not located any reported Massachusetts appellate or trial court decision directing reinstatement of a minority closed corporation owner or partner as the chief executive of the business.¹³ Indeed, a 50-state search came up empty.

¹¹ Apart from its dicta, *Brodie* **held** the Superior Court erred when it “ordered the defendants to buyout the plaintiff at the price of an expert’s estimate of her share of the corporation, a remedy that no Massachusetts appellate court has previously authorized.” *Id.* at 871. Reinstatement had not been sought or ordered in *Brodie*.

¹² Notably, Leslie conceded in an earlier submission that reinstatement was not a desirable remedy: “This forced continuance of the corporate marriage would most likely result in future litigation such that it is not a remedy that will resolve the damage done nor prevent further similar damage in the future.” *Id.* at *8. Like Leslie, Zhou did not argue for reinstatement.

¹³ *Brodie*’s footnote 6 states: “In past decisions of this court and the Appeals Court, antagonistic shareholders in a close corporation often have been required to continue their business relationship,” citing three cases. None of those cited cases, however, ordered reinstatement of a CEO. In *Hallahan v. Haltom Corp.*, 7 Mass.App.Ct. 68 (1979), the Appeals Court affirmed the trial court’s order requiring the oppressing shareholder to return his shares to the corporation, but there was no order reinstating the minority shareholder. The SJC in *Bodio v. Ellis*, 401 Mass. 1, 9-10 (1987), relied on *Hallahan* in ordering the majority shareholder to return shares he had wrongly obtained to achieve majority status. *Bodio* also ruled the plaintiff had not “retired” as vice-president under the terms of his employment agreement. *Id.* at 7. The relief ordered in *Crowley v. Communications for Hospitals, Inc.*, 30 Mass.App.Ct 751 (1991), had nothing to do with reinstatement.

A well-functioning business requires a healthy working relationship between the chief executive and the board of directors. The practical infeasibility of Zhou serving as President, CEO and COO, reporting to a three-member board of directors comprised of herself, Lin and Gao is plain after 25 trial days. The proverb “what’s past is prologue” cries out here. The hostility between the parties is beyond repair.

Zhou’s conflicting interests also render impractical her service as chief executive. Under the Reinstatement Injunction, Zhou will have “all the usual and customary rights and obligations” of the President, CEO and COO. As is usual and customary under Massachusetts law, those rights and obligations will be set by the board of directors. One of the CEO’s top priorities will be recovering stolen assets of the corporation, as it has been for Lin and Gao since Zhou was terminated in July 2018.

Zhou’s business relationship with Frank Zhou (“Frank”) extending more than ten years stands in the way of her aggressively pursuing him to recover the company’s assets. Given Zhou’s allegiance to Frank from September 2014, when she hired him, through today as she and Frank continue to serve together as KLIS trustees, coupled with her failures to insist that Frank return KL China from his company, Beituomengqi, even after she learned he had used forged documents to effect the transfer to Beituomengqi, it is clear that Zhou cannot effectively support KnowledgeLink and KL China against Frank.

While the Court found that “[n]o evidence of any personal, intimate, or illicit relationship between Zhou and Frank was presented at the trial of this matter” (Order at 41, n. 47), there is plenty of evidence of their business relationship through today. Frank continues to be a trustee of KLIS, serving on the KLIS Board chaired by Zhou. As Board Chair, Zhou has substantial influence over who is appointed and re-appointed as trustees. Frank has remained on the KLIS

Board for years after Zhou learned he had used forged documents to effect the transfer of KL China to Beituomengqi. SF 85-96. They both continue to attend KLIS Board meetings. Even crediting (arguendo) Zhou's testimony she is now "neutral" vis-a-vis Frank (Zhou Tr. Dec. 11, at 94-95), her responsibilities as CEO will require far more than neutrality. Zhou will have to be aggressively adverse to Frank to take all legally appropriate actions to recover the funds he took from KL.¹⁴

Other examples of the close business relationship between Zhou and Frank include that monthly statements for Frank's personal bank accounts at Bank of America were addressed to and received at Zhou's office address and subsequently at one of Zhou's residential addresses, including after Zhou's termination.¹⁵ By way of further example, Zhou admitted at trial that she has communicated with Frank since July 2018, yet incredibly denied having sent Frank a September 11, 2018 email she produced in discovery "Cambridge, all our agreements."¹⁶

¹⁴ This Court's finding that KnowledgeLink "was unable to recover approximately 70,000 RMB lost due to the transfer of KL China to Beituomengqi" (*Order* at 23) substantially understates KL's losses. Initially, Resnick reported \$1,056,802 damages of diverted cash due to the transfer. Ex. 313 at 8, ¶¶ 25-26. Resnick's supplemental report at 1, ¶ 7, stated KL had subsequently recovered a bank account containing \$150,786, thereby reducing KL's damages by that amount, resulting in \$906,016 lost cash damages. Even Pappas, Zhou's rebuttal expert on damages (Ex. 315, ¶¶ 4-5), provided a corresponding damage amount for diversion of cash of \$767,979, based on a date of loss of June 16, 2017.

¹⁵ Zhou Tr. Dec. 10, 2024 at 93-108, Exs. LL-PP for identification.

¹⁶ Zhou Tr. Dec. 11, at 69-71; Bates MZ00080346, KL Ex. 509 for ID, copy attached hereto as Exhibit D). Other examples of the Zhou-Frank tight business ties: In March 2018, Zhou disclosed to Frank highly confidential information concerning the possible sale of all Cambridge Network companies to XDF. Zhou Tr. Dec. 10, at 112-121; Ex. 276. Zhou signed temporally unlimited powers of attorney in favor of Frank, authorizing Frank to act for Zhou for all KnowledgeLink matters in China and for all KLIS business. Zhou Tr. Dec. 9, at 146, 155; Ex. 271

Zhou's conflicts of interests are glaring. Her service as President, CEO and COO of KnowledgeLink is not in the best interest of the company or its 70% owners, Lin and Gao.

Tellingly (if not dispositively), Zhou did not ask for reinstatement as an officer in her proposed conclusions of law or findings of fact, or in her opening statement or closing argument.

In sum, there is no reported freeze out decision directing reinstatement of a minority owner as the chief executive, and such unprecedented remedy is certainly impracticable here.¹⁷

II. The Reinstatement Injunction Is Inequitable Given the Court's Award of Six Years' Severance Pay to Zhou

The Court has awarded Zhou more than a fair severance: six years of pay, an unusually generous sum in any circumstances, but especially given Zhou's utter failure to mitigate her damages. Zhou failed to offer at trial (or produce in discovery) any job applications. Zhou admitted she could not identify any particular employer to which she applied for work. Zhou Tr. Dec. 11, at 78. On re-direct six days later, Zhou still could not identify a single prospective employer and revealed she had not looked for a job since "end of 2019 or beginning of 2020"—the prior five years. Zhou Tr. Dec. 17, at 09:11. This is not requisite mitigation. *See Pulsifer v. Bitflow, Inc.*, 2001 WL 170453 at *16 (Mass. Super. Jan 26, 2001) (McHugh, J.). Reinstatement in these circumstances, in addition to being impracticable, is also inequitable.¹⁸

¹⁷ That seven years have run since the parties' rupture also militates against reinstatement. *See Coggins v. New England Patriots Football Club, Inc.*, 397 Mass. 525, 536 (1986) (rejecting equitable rescission: "The passage of time has made the 1976 position of the parties difficult, if not impossible, to restore.").

¹⁸ This Court's Order did not address Lin and Gao's mitigation defense. They reserve all rights regarding that defense for presentation in post-judgment motions and appeal.

III. Alternatively, the Date for Compliance with the Reinstatement Injunction Should Be Stayed Pending Appeal

As the Reinstatement Injunction is a preliminary injunction because it requires compliance within 60 days, prior to entry of final judgments, Mass. R. Civ. P. 62(a) applies, including its third sentence:

Unless otherwise ordered by the court, an interlocutory or final judgment in an action for an injunction or in a receivership action shall not be stayed during the period after its entry and until an appeal is taken or during the pendency of an appeal.

A stay pursuant to Rule 62(c) is appropriate because Lin and Gao are likely to succeed on appeal, they will be irreparably harmed by being forced to oversee and operate a business with an antagonistic CEO while the parties are actively litigating against one another, Zhou will not incur harm from a stay, and there will no harm to the public interest. *See Gaskins v. Hollomon*, 2024 WL 1705772 (Apr. 4, 2024 Mass. App. Ct. Single Justice Ditkoff).

IV. Emergency Consideration of the Motion Is Warranted

Lin and Gao must file within 30 days of this Court's Order (i.e. by May 9, 2025) a petition to the Single Justice of the Appeals Court pursuant to G.L. c. 231, § 118 to vacate or, in the alternative, stay the Court's Reinstatement Injunction. The 30-day deadline cannot be extended by the Superior Court. Consequently, emergency consideration is warranted.

CONCLUSION AND REQUEST FOR HEARING

Lin and Gao respectfully request the Court to vacate the Reinstatement Injunction or, alternatively, to stay the time for Lin and Gao to comply with the Reinstatement Injunction until all appellate rights of Lin and Gao have been exhausted.¹⁹ Oral argument at the Court's earliest convenience is requested.

¹⁹ Lin and Gao reserve all rights under the post-judgment rules of the Massachusetts Rules of Civil Procedure concerning the Order and all appellate rights.

CHRISTINE LIN and STEVEN GAO,

By their attorneys,

/s/ T. Christopher Donnelly
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Date: April 30, 2025

RULE 9C CERTIFICATION

Pursuant to Superior Court Rule 9C, I hereby certify that I conferred via phone on April 30, 2025 with Patrick P. Dinardo, counsel for May Zhou, about the issues presented in this motion, but counsel were unable to resolve such issues.

/s/T. Christopher Donnelly
T. Christopher Donnelly

CERTIFICATE OF SERVICE

I, T. Christopher Donnelly, hereby certify that on April 30, 2025, I caused a true and correct copy of the foregoing document to be served by hand upon:

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T. Christopher Donnelly

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

18 - 2607 - BLS2

MAY X. ZHOU, AS SHAREHOLDER
OF, AND ON BEHALF OF
CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC. AND
KNOWLEDGELINK GROUP, INC.,

C.A. No. 1884CV02607 (Lead case)
C.A. No. 1884CV02736
C.A. No. 2384CV01294

Plaintiff,

v.

XINWEI "CHRISTINE" LIN, and
JIANXIN "STEVEN" GAO,

Defendants, and

CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,

Derivative Defendants.

SUFFOLK SUPERIOR COURT
CLERK'S OFFICE
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PLAINTIFF MAY X. ZHOU'S OPPOSITION TO EMERGENCY MOTION OF
CHRISTINE LIN AND STEVEN GAO FOR (1) RECONSIDERATION AND VACATUR
OF APRIL 9, 2025 ORDER DIRECTING REINSTATEMENT OF MAY ZHOU AS
PRESIDENT, CEO AND COO OF KNOWLEDGELINK GROUP, INC. OR (2) STAY OF
REINSTATEMENT PENDING APPEAL

AND

PLAINTIFF MAY X. ZHOU'S CROSS-MOTION TO MODIFY THE COURT'S ORDER
FOR EQUITABLE RELIEF TO REMOVE CHRISTINE LIN AND STEVEN GAO
FROM THEIR BOARD OF DIRECTORS' POSITIONS IN KNOWLEDGELINK, CIBR,
AND ALL OTHER CAMBRIDGE NETWORK COMPANIES AND TO APPOINT
INDEPENDENT DIRECTORS IN THEIR PLACE

Plaintiff May X. Zhou (“Zhou”), by and through her attorneys, hereby opposes the Emergency Motion of Christine Lin and Steven Gao for (1) Reconsideration and Vacatur of April 9, 2025 Order Directing Reinstatement of May Zhou as President, CEO and COO of KnowledgeLink Group, Inc. or (2) Stay of Reinstatement Order Pending Appeal (Dkt. No. 298), filed on April 30, 2025 (the “Motion”). Zhou refers the Court to her Cross-Motion below to Modify the Court’s Order for Equitable Relief to Remove Christine Lin and Steven Gao from Their Board of Directors’ Positions in KnowledgeLink, CIBR, and all other Cambridge Network Companies and to Appoint Independent Directors in their Place (the “Cross-Motion”), which should be read in conjunction with this opposition.¹

The Motion is entirely improper and must be denied. Brought under the wrong standard (Superior Court Rule 9D rather than the Formal Guidance of the Business Litigation Sessions Regarding Motions for Reconsideration (the “BLS Rule”)), the Motion argues that Zhou’s reinstatement is “commercially impracticable,” inequitable, and unprecedented. Mot., pp. 1-2. None of these arguments ring true, nor do any satisfy the high burden of a movant on a BLS motion for reconsideration to show a “clear error of law.” BLS Rule, ¶ 1. The Motion cites evidence from trial (and some non-evidence)—often distorted or taken out of context—to re-litigate their arguments previously rejected by the Court, and try to overcome the Court’s credibility determinations. Nowhere is this stronger than the repeated attempt to highlight *Zhou’s* disloyalty,

¹ Zhou disputes that the Motion is truly an “emergency.” It was filed 21 days after the Order entered; had the Order not stayed the entry of final judgment, the relief sought would have been due as a post-trial motion within just 10 days. Lin and Gao’s delay in making a motion does not constitute this Court’s emergency. Similarly, Zhou believes that her Cross-Motion could be granted without emergency relief, however, it is key to the Court’s reading of the Motion and consideration of the relief sought therein. Zhou requests that the Court either deem both the Motion and Cross-Motion as non-emergencies subject to Rule 9A, or accept the Cross-Motion on an expedited basis as a matter of fairness and context for its consideration of the Motion.

when, in fact, the Court explicitly found *Lin and Gao* to have breached their fiduciary duty of loyalty, and found that Zhou had not breached her own duty. Such grasping efforts plainly fail, and independently cannot meet the standard of a “clear error of law.” Lin and Gao are simply unhappy with the detailed 61-page Order (defined in the Motion) that found over and over again that they had breached their fiduciary duties. That is not a basis for reconsideration.

Behind the façade of legal arguments stretching to misinterpret precedent, the true nature of the Motion is clear: Lin and Gao know that if Zhou is put back in charge of KnowledgeLink, their days of looting the company are over. The Motion is a last-ditch effort to keep Zhou on the outside so that Lin and Gao can continue to enjoy the millions of dollars of value that they have squeezed out of the company to Zhou’s detriment. Enough is enough; Zhou is entitled to take her job back some seven years after being wrongfully terminated. Only through that level of control can she prevent further irreparable harm by Lin and Gao. Reconsideration is unnecessary, and a stay is improper (particularly without a significant bond, ignored by the Motion). The Motion must be denied, and the Cross-Motion granted.

ARGUMENT

I. The Motion Cites the Wrong Standard for Reconsideration.

The Motion relies on Superior Court Rule 9D as its basis for relief. It *does not cite* the BLS Rule, which supplements and supersedes Superior Court Rule 9D for such motions brought in the BLS. While Rule 9D permits a reconsideration motion based on “a particular or demonstrable error in the original ruling or decision,” which is what the Motion rests on, the BLS Rule adopted a narrower constraint, only allowing motions under that prong for “a clear error of law.” *Compare* Superior Court Rule 9D, first par. *and* BLS Rule, ¶ 1. Allegations that ordered relief is “commercially impracticable” (Mot., p. 1) is not a basis for reconsideration under either Rule 9D or the BLS Rule.

The BLS Rule continues to strongly admonish the bar that a motion for reconsideration “should not be a vehicle to reformulate arguments previously made and rejected....” BLS Rule, ¶ 1. That is exactly what the Motion does. It literally cites to trial evidence (and non-evidence, such as marked but not introduced ID exhibits) not credited by the Court, and argues that the Court should now come to a different conclusion because of that evidence (already argued in closings). The Motion is a mechanism for Lin and Gao to express dissatisfaction with the Order; it is not a legitimate challenge to a “clear error of law.” As such, in accordance with the BLS Rule, the Court should “consider the imposition of sanctions, specifically the award of attorney’s fees, when [this] motion for reconsideration is brought that plainly should not have been brought.” *Id.* at ¶ 2.

II. The Court Properly Exercised its Broad Equitable Powers.

The Motion stumbles over the standard for equitable relief in its rush to argue that a lack of precedent means the Court overreached in ordering reinstatement. It ignores the Order’s plain statement of the law: “Courts have broad equitable powers to fashion remedies for breaches of fiduciary duty in a close corporation.” Order, p. 48 (citing *Brodie v. Jordan*, 447 Mass. 866, 871 (2006)). “Equitable remedies are flexible tools to be applied with the focus on fairness and justice.” *Id.* (quoting *Smith v. Kelley*, 484 Mass. 111, 127 (2020)).

The Motion insists that the SJC’s decision in *Brodie* does not mean what it says. The SJC’s exact language was “If, for example, a minority shareholder had a reasonable expectation of employment by the corporation and was terminated wrongfully, the remedy may be *reinstatement, back pay, or both.*” *Brodie*, 447 Mass. at 871 (emphasis added). The remedy “should, to the extent possible, restore the minority shareholder those benefits which [she] reasonably expected, but has not received because of the fiduciary breach. Such a remedy seeks to place the injured party in the same position as [she] would have been but for the breach.” *O’Brien v. Pearson*, 449 Mass. 377, 389 (2007).

First, the Order explicitly found that “one of Zhou’s purposes in engaging in the entire Cambridge Network enterprise was to serve in a compensated leadership role in the business.” Order, p. 54. Zhou therefore plainly had a reasonable expectation of employment by the corporation. Second, the Order explains in great detail how Zhou’s termination was wrongful, and Lin and Gao’s reasons for such termination “lacked a legitimate business purpose and, [the Court concluded], were manufactured after Zhou began to demand a salary increase, began to question CIBR’s operations and the recent lawsuit involving Green Planet, refused to cooperate with Lin in connection with that lawsuit, and expressed her interest in being bought out of the company.” *Id.* at 54-55. Third, to put Zhou in the same position she would have been in but for Lin and Gao’s breach, the Court was correct to award (1) back pay that Zhou would have earned as salary since her termination², and (2) reinstatement to employment that, but for the wrongful termination, she would still hold today without any further order of the Court.

The Motion argues that because this relief appears not to have been granted in a reported decision before, it is automatically wrong for the Court to grant it now. Mot., p. 6. Obviously, that is incorrect. “A court exercising its equitable power has no limit on its flexibility in devising a variety of remedies and shaping them to fit the circumstances of a particular case. A lack of precedent, or mere novelty in incident should not be an obstacle.” *Demoulas v. Demoulas*, Case No. 90-2344, 1996 WL 511519, at *8 (Mass. Super. Aug. 20, 1996), *aff’d*, 428 Mass. 555 (1998) (internal citations omitted). Nonetheless, such relief *has* been explicitly contemplated by the SJC in *Brodie*, and naturally fits into the broad equitable powers granted to a Judge in resolving a close corporation dispute. *Brodie*, 447 Mass. at 871. Reinstatement is not relief that would put a wrongfully terminated plaintiff into a better position than she would have been but for the

² The Motion’s very brief argument that such severance was inequitable is half-hearted at best.

termination. See *Massmanian v. Dubose*, No. 05-1727-BLS2, 2005 WL 2404106, at *6 (Mass. Super. Sept. 23, 2005) (granting preliminary injunction to prohibit closely held corporation from firing 30% shareholder from officer role; citing *Haley v. Forville*, 669 N.W.2d 48, 57 (Minn. Ct. App. 2003) for proposition that “injunctive relief reinstating employment may be warranted where a minority shareholder and employee can demonstrate irreparable harm in not only the loss of ability to work for his company and earn a living, but also the loss of the ability to have a voice in management and to protect his interests in the company”). Rather, it puts the plaintiff in the exact position she had been in before her fellow shareholders breached their fiduciary duties to her. Lin and Gao have held their officer positions for seven years and have done nothing but loot the company and destroy its value. See *infra*. Reinstating Zhou is not only appropriate, but necessary to reverse the damage caused by Lin and Gao’s unchecked greed during the life of this case.

III. The Motion Wrongly Re-Litigates the Court’s Findings.

Despite unquestionable findings of fact and conclusions of law in Zhou’s favor, Lin and Gao cite piles of uncredited trial evidence (and non-evidence) that they wish had been used instead.³ The Order repeatedly found Lin and Gao (and their experts) not to be credible while instead crediting Zhou’s testimony (and that of her experts). See Order, pp. 8 (n.14 and n.16), 26, 33, 36, 38 (n.44), and 39 (declining to credit Lin and Gao’s testimony); *id.* at pp. 18-19 and 24-25 (declining to credit Lin and Gao’s experts’ testimony); *id.* at pp. 4 (n.9), 6, 19, 23-26, 29, 33, 55, 59 (crediting Zhou and her experts’ testimony).⁴ Such credibility determinations were purely the

³ Throughout the Motion, rather than rely on the findings of fact in the Order, Lin and Gao instead cite to dozens of instances of other evidence from trial (including repeatedly to testimony of Lin and Gao, which, as discussed *infra*, was not credited), and, surprisingly, to exhibits marked for identification that were not introduced into evidence. Mot., p. 8 (n.15-16).

⁴ The Order also clearly stated “I do not here restate all the testimony or exhibits in this case which I credited, only those which I found material and necessary to decide the claims.” Order, 3 (n.7). Lin and Gao’s arguments therefore attempt to contradict those facts that the Court found

province of the trial judge. “A trial judge’s findings of fact will not be set aside unless clearly erroneous.” *E.K. v. S.C.*, 97 Mass. App. Ct. 403, 409 (2020). “The reviewing court will give due regard to the judge’s assessment and determination of credibility of the witnesses and the weight of the evidence.” *Id.* “Unless there is no basis in the record for the judge’s decision, [reviewing courts] defer to the judge’s evaluation of the evidence presented at trial.” *Ardizoni v. Raymond*, 40 Mass. App. Ct. 734, 737 (1996).

The multiple pages of the Motion dedicated to dredging up matters from trial that the Court declined to credit are decidedly insufficient to show that Judge Squires-Lee made any clear error in her assessment of the evidence following twenty-four days of trial. Indeed, the Motion makes assertions directly contradicted by the Order, without any explanation of why such assertions, already addressed by the Court, are superior. For example, in the four pages of background in the Motion, three have paragraphs beginning with “Zhou’s disloyalty...” Mot., pp. 2-5. The Court expressly found that *Lin and Gao* were disloyal; not Zhou. Order, pp. 53, 59 (summarizing Lin and Gao’s numerous breaches of their fiduciary duties, including that “Zhou has met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink...”); *id.* at p. 59 (“Zhou did not engage in self-dealing or otherwise breach her duty of loyalty. She acted for the benefit of KnowledgeLink at all relevant times.”). Revisionist history has no place in a motion for reconsideration.

The Motion’s arguments to the contrary are wishful thinking. Judge Squires-Lee informed the parties that she took over 100 pages of single-spaced notes during 24 days of trial, and carefully reviewed over 300 trial exhibits. She then thoughtfully and carefully wrote a 61-page decision analyzing the issues in the case. Lin and Gao have pointed to absolutely nothing to suggest that

as “material and necessary,” in Zhou’s favor, included in the Order.

Judge Squires-Lee's credibility determinations are in any way assailable as a clear error of law. On that basis alone, the Motion must fail.

IV. Reinstatement is Commercially Feasible.

The Motion essentially argues that because Lin and Gao do not get along with Zhou, they should not be made to rehire her notwithstanding their own breach of fiduciary duty in terminating her in the first place. In its own words, "A well-functioning business requires a healthy working relationship between the chief executive and the board of directors. ... The hostility between the parties [here] is beyond repair." Mot., p. 7. Translated, Lin and Gao want to keep Zhou out of any position of power in the enterprise, knowing that such reinstatement would prevent them from continuing to loot KnowledgeLink and the Cambridge Network to Zhou's detriment.

To obfuscate that point, Lin and Gao claim that one of the KnowledgeLink CEO's top priorities will be "recovering stolen assets of the corporation, as it has been for Lin and Gao since Zhou was terminated in July 2018," and insinuate that Zhou would resist that directive. Mot., p. 7. They shockingly continue to press the theory, rejected by the Court⁵, that Zhou is in cahoots with Frank Zhou, and would fail to adequately press the authorities for him to "return" KLIS.⁶

⁵ "While the Court found, '[n]o evidence of any personal, intimate, or illicit relationship between Zhou and Frank was presented at the trial of this matter' (Order p. 41 (n. 47)), there is plenty of evidence of their business relationship through today." Mot., p. 7. The Motion recognizes the finding that there is no improper relationship between Zhou and Frank, then promptly argues that there is an improper relationship between Zhou and Frank. Mot., pp. 7-8. Mere disagreement with findings of fact is not a basis for reconsideration.

⁶ They are notably silent on the portion of the Order recounting how Lin asked Frank Phillips in September 2022 to knowingly and wrongfully hold an illegitimate board meeting of KLIS seeking to elect Lin as the "President" of KLIS and to remove Zhou from its board. Order, pp. 17-18.

KLIS was not “lost” to KnowledgeLink. The Order says as much⁷, crediting Zhou’s expert’s testimony that “KL China, rather than KnowledgeLink, was KLIS’s founder or organizer, a role which should not be confused with that of a shareholder.” Order, p. 19. That Lin and Gao continue to press that baseless theory is galling. That they are using it as an argument for why Zhou should not be reinstated is outrageous; the Court found that their termination of Zhou was wrongful *because* it came from this false premise “manufactured” as a pretext following Zhou’s request for a higher salary and questioning of other wrongful behavior of Lin. Order, p. 54.

Reading between the lines, Lin and Gao are turning a blind eye to the findings in the Order, and telegraphing that they will continue to punish Zhou with intolerable working conditions should she be reinstated. This is not a basis for reconsidering reinstatement, but it is strong evidence for the relief sought in the Cross-Motion to remove Lin and Gao from their board positions, to be replaced by independent directors.

V. A Stay Pending Appeal is Inappropriate.

As a throwaway alternative argument on the last page of the Motion, Lin and Gao ask for a stay of the reinstatement Order pending appeal, because they “will be irreparably harmed by being forced to oversee and operate a business with an antagonistic CEO while the parties are actively litigating against each other,” and that Zhou will not suffer any such harm. Mot., p. 10. The argument is astounding in its arrogance. Lin and Gao were repeatedly found to have breached their fiduciary duties to Zhou, at least in part because they wrongfully terminated her. Order, pp. 26-27, 53, 53 (n.54), 56-57, and 60. Now they are claiming that *they* would be harmed by the Court’s action to undo those breaches. Such an argument is completely disconnected from reality.

⁷ Even the Order’s point headings reject that notion. Order, p. 24 (“C. Alleged ‘Loss’ of KLIS”).

First, the Court found that KnowledgeLink's reported income dropped every single year after Zhou was terminated in 2018: it went from \$9.26 million in 2018 down to \$4.3 million in 2023.⁸ Order, p. 37. This massive loss occurred only once Lin and Gao had taken complete control of the company; the Court's findings make clear that such loss was because of Lin and Gao's breaches of their fiduciary duties by diverting corporate opportunities in self-interested transactions, bloating their own salaries, and wrongfully awarding a \$2.4 million bonus to Gao to avoid making a distribution to Zhou. Order, p. 27, 53, and 56. To allow them to *continue* to run the company without Zhou's participation is likely to lead to an even steeper decline in value. Indeed, Zhou is legitimately concerned that Lin and Gao will deliberately loot and gut the company during the pendency of an appeal, as they have demonstrably done since 2018, to eviscerate Zhou's victory at trial. The only adequate means of preventing such action is to put Zhou back in charge. *See generally infra*, Cross-Motion.

Second, even if a stay were appropriate (it is not), the Motion relies on Rule 62(c) while deliberately ignoring its requirement of a bond pending appeal. Mot., p. 10; Mass. R. Civ. P. 62(c) (permitting a stay of injunctive relief "during the pendency of the appeal *upon such terms as to bond or otherwise as it considers proper for the security of the rights of the adverse party*") (emphasis added). An appeal in a case this complex could easily take two years or longer. As Zhou would continue to be without her awarded salary and benefits during that time if the Court ordered a stay, it would further be necessary for the Court to order a bond to cover such loss. Zhou's salary, benefits, and accruing 12% interest, are substantial. See Order, p. 57. There should

⁸ "CIBR's income likewise dropped significantly from \$37.4 million in 2018 to \$8.3 million in 2023." Order, p. 37 (n. 43).

not be a stay, but if the Court is inclined to grant one, it should be subject to a bond of at least \$1 million.

CONCLUSION TO THIS OPPOSITION

After seven years of brutal litigation, Zhou was finally vindicated at trial. The Order cannot be read any other way; it denied all of Lin and Gao's claims, and awarded Zhou millions of dollars of damages, with necessary, tailored equitable relief. The Motion disregards that outcome to present a fantasy world in which Zhou is somehow the problematic party, and the relief ordered by her reinstatement will irreparably harm Lin and Gao. No reasonable reading of the Order could support such a twisting of reality. Zhou is entitled to be reinstated in her officer positions at KnowledgeLink. The SJC's *Brodie* decision explicitly allows such relief, and the very nature of the Court's inherent equitable powers in tailoring relief for closely held corporations (*see Demoulas*) makes clear that a lack of precedent cannot be a bar to the right remedy. Reconsideration is not warranted, as Lin and Gao should have plainly known. As specifically contemplated by the BLS Rule, the Motion should be outright denied, and Zhou should be awarded her fees incurred in opposition as the appropriate sanction.

Similarly, no basis whatsoever has been given for why a stay pending appeal would be appropriate. If anything, reinstating Zhou pre-appeal is critical to ensure that Lin and Gao cannot strip the company of its assets before oversight is put in place. Their loss of that ability is not the kind of harm courts will protect. Nonetheless, if the Court is inclined to grant a stay for any period of time, it should be accompanied by a bond under Rule 62(c) of at least \$1 million.

Zhou therefore respectfully requests that this Court: (i) deny the Motion, (ii) grant the Cross-Motion, (iii) award Zhou her reasonable attorneys' fees incurred in opposing the Motion pursuant to the BLS Rule ¶ 2, and (iv) grant such other and further relief as is just.

CROSS-MOTION

Zhou, by and through her attorneys, hereby cross moves against the Motion, for relief modifying the Court's Order for equitable relief to remove Christine Lin and Steven Gao from their board of directors positions in KnowledgeLink, CIBR, and the other Cambridge Network companies and to appoint independent directors in their place, with conforming amendments to the necessary corporate governance documents (the "Cross-Motion").⁹

The Court's Order found multiple egregious breaches of Lin and Gao's fiduciary duties to Zhou and KnowledgeLink. While the Court awarded millions in damages, and certain equitable relief, the Order did not close the loop on removing Lin and Gao from a position to continue with irreparably damaging Zhou, KnowledgeLink, CIBR, and the Cambridge Network companies by such wrongful conduct. Respectfully, Zhou submits that without such relief, the entire Order will be undercut, leading to an inequitable outcome, further irreparable harm, and significant future litigation. If Lin and Gao maintain control of the boards of directors of KnowledgeLink, CIBR, and the Cambridge Network companies, nothing will stop them from undermining Zhou a second time, leading to a subtle and more sophisticated freeze out. Their own Motion forecasts this intention. Independent directors are needed to evaluate the damage done by Lin and Gao and work to right the ship.

SUMMARY OF FACTS RELEVANT TO THE CROSS-MOTION¹⁰

KnowledgeLink and CIBR were "built around" Zhou, and "Lin and Gao expected Zhou to manage it." Order, p. 7. Zhou spent considerable time and effort developing the companies, spending up to sixty percent of her time in China in the early days of CIBR; she "participated in

⁹ See Note 1 *supra* (emergency relief is not warranted, but if the Motion is considered on an expedited basis, the Cross-Motion should be as well).

¹⁰ The facts found in the 61-page Order go considerably more in depth; this summary is not intended to replace or overshadow that detailed analysis.

symposia, spoke to school administrators, and engaged in marketing efforts,” becoming “the ‘face’ of both entities to many of their Chinese partners.” *Id.* “Zhou worked much harder than either Lin or Gao.” *Id.* As a result of her hard work, the businesses quickly became successful, with CIBR’s revenue from 2009 to the end of 2013 growing from zero to more than \$13 million, and KnowledgeLink’s total income from 2013 to 2018 rising from nearly zero to \$9.26 million. *Id.* at 10-11. In light of her success, Zhou “received approximately \$700,000 annually in distributions / dividends from all the entities,” in addition to her salary, up until 2018. *Id.* at 11.

In 2017, Wang Long and Frank Zhou used forged documents, without Zhou’s knowledge or authorization, to transfer the equity of KnowledgeLink’s subsidiary, KL China, to their own newly formed entity, Chongqing Beituomengqi (“CB”). *Id.* at 21-22. “Zhou had no ownership interest in [CB] and received no personal financial benefit from the equity transfer.” *Id.* at 22. “After the equity transfer in May 2017 and through June 2018, there was no significant change in the transmission of funds from KL China to KnowledgeLink. During that year KL China transferred approximately \$2.2 million to KnowledgeLink.” *Id.*

Nonetheless, “[a]t some point between the transfer and the spring or early summer of 2018, [the Court found] that Lin and Gao decided to blame Zhou for the equity transfer as part of a plan to freeze her out of KnowledgeLink and the Cambridge Network companies.” *Id.* at 26. Such plan only arose after Zhou (i) complained about her salary, (ii) learned about a lawsuit against another Cambridge Network entity based on Lin’s actions, (iii) declined to backdate a board resolution that Lin prepared for use in that litigation, and (iv) made clear that she wanted to be bought out of the companies. *Id.* at 10, 26, and 31. Zhou was terminated from her officer position

with KnowledgeLink on July 10, 2018. *Id.* at 33.¹¹ The Court found the termination “to be a breach of Lin and Gao’s fiduciary duties, and a classic Donahue-style freeze out.” *Id.* at 26.

Thereafter, Lin and Gao “undertook steps to enrich themselves and assumed KnowledgeLink and CIBR corporate opportunities for their own benefit and to the detriment of Zhou.” *Id.* at 27. “These opportunities included founding [Shanghai Nuolin], wholly owned by Gao, and other companies wholly owned by Lin; substantially increasing their salaries; and authorizing an unearned bonus to Gao of \$2.4 million. This also constituted a breach of fiduciary duty and a freeze out.” *Id.*

Since Zhou’s termination, the total income of KnowledgeLink has dropped from \$9.26 million in 2018 to \$4.3 million in 2023; “CIBR’s income likewise dropped significantly from \$37.4 million in 2018 to \$8.3 million in 2023.” *Id.* at 36-37. Notwithstanding those losses, Lin and Gao, “aware that such conduct would drain resources and thereby prevent distributions to Zhou,” (i) awarded themselves Gao’s “unearned” \$2.4 million bonus, (ii) gave themselves dramatic salary increases, including a \$200,000 raise for Lin and appointing Gao to the invented position of Chief Information Officer with a salary of \$400,000, (iii) had Shanghai Nuolin hold at least \$4.5 million on KnowledgeLink’s behalf while charging an outrageous 35% fee that Zhou did not benefit from, and (iv) used corporate credit cards for personal trips to Disneyland, Iceland, Copenhagen, and elsewhere in Europe, to take Lin’s daughter to a spa, and for daily living expenses including coffee and meals. *Id.* at 27, 35, 39, and 56. During that period, they also defamed Zhou with “knowingly false” letters to partners in China, causing her intense emotional distress. *Id.* at 58-59.

¹¹ Zhou was also removed from her board of directors positions in the Cambridge Network on August 14, 2018. *Id.* at 36.

ARGUMENT

I. Modification of the Order is Necessary to Effectuate its Intent and Prevent Further Irreparable Harm.

The Order makes clear that Lin and Gao repeatedly breached their fiduciary duties as part of a classic *Donahue*-style freeze-out scheme. What the Order did not address, was whether or not removing Lin and Gao from their director positions is appropriate. It cited the case law that removal can be an appropriate remedy, then did not circle back to apply the remedy (or not apply the remedy); the Order is silent on that point. Unfortunately, that leaves Zhou in a precarious position; Lin and Gao are to appoint her back to her officer and board positions, as ordered, and then they might promptly reengage in the same style of conduct and even a second freeze-out. If reinstatement is stayed, Lin and Gao would be able to continue to strip the jointly owned entities of assets and opportunities. Nothing explicit in the Court's Order prevents this type of behavior and they may well reduce the companies to a shell of themselves.¹²

Zhou is not seeking reconsideration of the Order, because there is no decision to reconsider. Rather, Zhou asks the Court to extend its Order by ruling in her favor on the relief sought herein: removing one or both of Lin or Gao from the various boards of directors of the jointly owned companies, and appointing independent directors in their place.¹³ Such relief is necessary to effectuate the Order's findings and conclusions.

II. Lin and Gao's Egregious Behavior Has Irreparably Harmed the Jointly Owned Companies and Warrants Their Removal from All Such Board Positions.

As the Order acknowledged, "Courts have discretion to 'remove a corporate director for breach of fiduciary duty when necessary to protect the interests of a close corporation and its

¹² Although certainly the Court retains the power to oversee any contempt proceeding that would arise from such plainly wrongful future action.

¹³ Should the Court decline this relief, Zhou still requests a modification of the Order to make such denial explicit, which will be necessary for any appeal.

minority shareholders.” Order, p. 49 (quoting *Ellis v. Varney*, No. 9801397, 2004 WL 574827, at *48 (Mass. Super. Jan. 9, 2004)). “Under its general equitable powers a court can remove a corporate director for breach of fiduciary duty.” *Demoulas v. Demoulas*, Case No. 90-2344, 1996 WL 511519, at *8 (Mass. Super. Aug. 20, 1996), *aff’d*, 428 Mass. 555 (1998) (citing *Am. Ctr. for Educ. Inc. v. Canvar*, 80 Cal. App 3d 476, 499 (Cal. Ct. App. 1978) and *Brown v. N. Ventura Rd. Dev. Co.*, 216 Cal. App. 2d 227, 232 (1963)). *Demoulas* involved an order for the removal of two directors because “the best interests of a closely held family corporation cannot be advanced by a director who defrauds its shareholders.” *Id.* at *8; *see also Henderson v. Axiom, Inc.*, No. 962572D, 1999 WL 33587312, at *55 (Mass. Super. June 22, 1999) (“There is no adequate remedy at law to compensate the shareholders for the Holts’ conduct. Under the Holts’ control, Axiom has been looted of much value. Only an order restoring the balance between the shareholders, removing the Holts from their position of control, and securing the return of Axiom’s intellectual property and its development can adequately remedy the wrongs committed by defendants.”). While *Ellis* cited *Demoulas* positively for that proposition of law, it ultimately did not remove the directors where their breaches of fiduciary duty were not at all egregious. *Ellis*, 2004 WL 574827, at *49. The court there wrote:

In the present case, although Ellis has proven one or more breaches of fiduciary duty, she has not demonstrated that the current directors of Varney Bros. are not managing it in accordance with the wishes of a majority of its shareholders and generally for the best interests of the corporation. Moreover, Ellis has not proved that the current directors have disregarded her interests as a shareholder or will do so in the future, nor has proved that her Varney Bros. stock will be of no value to her if the current directors remain in office. To the contrary, the evidence is that Ellis has been paid substantial dividends declared by the current directors. Under the circumstances of the case, the breaches of the fiduciary duties shown by Ellis are not so egregious as to warrant judicial interference in the composition of the Board of Directors.

Id.

Here, Lin and Gao's conduct is significantly more egregious than that described in *Ellis*. They have engaged in a vindictive freeze-out, wrongly (a) firing Zhou from her officer position, (b) removing her from all of the Cambridge Network boards of directors, including KnowledgeLink and CIBR, (c) engaging in self-interested transactions to steal corporate opportunities for themselves, (d) paying themselves "exorbitant" salaries, (e) paying themselves Gao's undeserved and "unearned" \$2.4 million bonus (and retaining the tax benefits on it even after returning it upon Zhou's challenge), (f) knowingly and willingly defaming Zhou to those in their industry, (g) freely using corporate credit cards for outlandish personal vacations and purchases, and, all the while, refusing to pay a dime in distributions in the last seven years, despite (1) having paid Zhou an average of \$700,000 per year in distributions previously, and (2) dramatically inflating their own compensation during such period, with the advice of an accountant specifically designed to avoid having excess funds for distributions. Order, pp. 11, 26-27, 31-32, 36-39, 43-44, and 53-57.

Unlike in *Ellis*, where the court directly found "Ellis has not proved that the current directors have disregarded her interests as shareholder....[t]o the contrary, the evidence is that Ellis has been paid substantial dividends declared by the current directors," (*Ellis*, 2004 WL 574827, at *49) here, the Order recognizes that Lin and Gao took every step in coordination to fully freeze out Zhou in 2018; she has had no insight or control over the companies that she co-founded, has not been paid *anything* since 2018, and has had to watch through discovery in this action as document after document came to light showing Lin and Gao's looting of corporate assets and opportunities for their own benefit. *Id.* at 11, 53-57. To add insult to injury, Zhou had to suffer the effects of Lin and Gao's defamatory campaign against her during those years, for which the Court awarded \$1 million in emotional distress damages. *Id.* at 58-59.

This is not an instance, as in *Ellis*, where one shareholder is dissatisfied with the directors, but is still being paid dividends from a well-run company. Rather, the facts found by the Court here describe Lin and Gao's vicious and personal attacks on Zhou spanning the last seven years. Lin and Gao manufactured lie after lie to justify the freeze out falsely and to destroy Zhou's reputation and emotional wellbeing. This was intentional, malicious behavior, coupled with abruptly cutting out Zhou's salary, benefits, and dividends that she had a reasonable expectation to as a 30% owner and co-founder of KnowledgeLink, CIBR, and all of the jointly owned Cambridge Network companies. Meanwhile, Lin and Gao drove the value of the business into the ground while lining their own pockets; despite (or as the cause of) the freefall in total income after Zhou was terminated in 2018, Lin increased her own salary by \$200,000 per year, invented a new position to pay Gao \$400,000 a year, and awarded the unearned \$2.4 million bonus.¹⁴ In reality, it is hard to say how much damage they did to Cambridge Network operations, as their multiple efforts to drain excess cash into their own pockets skews the financial record.¹⁵ Nonetheless, the Court made clear findings about the millions of dollars that Lin and Gao diverted to themselves, and the incredible drop in value of KnowledgeLink and CIBR in the years since Zhou was frozen out. Order, p. 36-39. Their behavior plainly rises to the "egregious" standard discussed in *Ellis*. Lin and Gao's actions necessitate their removal as directors.

III. The Defendants' Motion Makes Clear the Need for This Relief.

Despite the Court's clear findings and conclusions *against* Lin and Gao, they nonetheless filed the Motion in an attempt to revise history. While Zhou refers the Court to her Opposition to

¹⁴ These salary figures matter outside of a reasonable compensation analysis (not relevant here) because they are objective proof that as soon as Lin and Gao thought they were free from oversight, they looted the company. They plainly cannot be trusted with further control.

¹⁵ Even if the business had done well, that would not have helped Lin and Gao's position. The *Demoulas* court removed directors who had run the business successfully, but fraudulently, noting "business acumen and integrity are not synonymous." 1996 WL 511519, at *8.

the Motion for more detail, at a high level, it is worth noting that the Motion repeatedly makes arguments beginning with “Zhou’s disloyalty...” Mot., pp. 2-5. The Court expressly found that *Lin and Gao* were disloyal; not Zhou. Order, pp. 53, 59 (summarizing Lin and Gao’s numerous breaches of their fiduciary duties, including that “Zhou has met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink...”); *Id.* at 59 (“Zhou did not engage in self-dealing or otherwise breach her duty of loyalty. She acted for the benefit of KnowledgeLink at all relevant times.”). Similarly, the Motion makes the argument that “A well-functioning business requires a healthy working relationship between the chief executive and the board of directors. ... The hostility between the parties [here] is beyond repair.” Mot., p. 7. In essence, Lin and Gao are broadcasting to the Court that they intend to *once again* manufacture a scenario in which Zhou is the purported problem, such that they should be entitled to get rid of her and run the business without her oversight and active participation.

In fact, Lin and Gao make their position clear by refusing to give up the very argument that they fiercely litigated and lost: the idea that Zhou “stole” KLIS. The Motion makes the shocking claim that one of the KnowledgeLink CEO’s top priorities will be “recovering stolen assets of the corporation, as it has been for Lin and Gao since Zhou was terminated in July 2018,” and insinuate that Zhou would resist that directive. Mot., p. 7. First, this acknowledges that Lin has been CEO for seven years and has not accomplished that “top priority.” Second, the Motion presses the rejected theory that Zhou is conspiring with Frank Zhou and so as reinstated CEO, she would fail to adequately push for him to “return” KLIS. *Id.* Both points cut against taking their argument seriously.

As detailed more in the Opposition, citing to the Order, KLIS was not “lost” to KnowledgeLink. The importance of that fact is that Lin and Gao refuse to accept the reality of the

Order; the Court found that their 2018 termination of Zhou was wrongful *because* it came from this false premise “manufactured” as a pretext following Zhou’s request for a higher salary and questioning of other wrongful behavior of Lin. Order, p. 54. Zhou now knows that even once she is reinstated in her officer roles, Lin and Gao have committed to wasting her time with a pointless chase that, when it cannot be accomplished, will clearly serve as a basis for yet another freeze out and baseless termination. The Motion is Chekhov’s gun seen in the first act; there can be no doubt its threat is meant to come to life as soon as Zhou is reinstated.

As written, the Order provides Zhou with no protection against the brewing second freeze out. Lin and Gao have now, in a court filing, essentially announced their strategy to work around the Order. This approach, combined with the egregious behavior over the last seven years, plainly mandates their removal from the boards of directors of the jointly owned entities. Anything less serves to undercut the entirety of the relief granted in the Order.

IV. Independent Directors Should Fill Lin and Gao’s Positions.

Zhou is not seeking to take over the boards of directors; rather, she is working to ensure that the companies can be operated without interference or further harm so that recovery can begin after seven years of Lin and Gao’s raiding of the corporate coffers. To effectuate that goal, Zhou seeks the appointment of independent directors to aid her and to ensure she is not the sole director of any board. Such relief is inherently appropriate in the face of Lin and Gao’s actions. *See Demoulas*, 1996 WL 511519, at *10 (ordering election of a new board of directors to include “[t]hree disinterested, independent directors who meet the standards for independence as published by the [New York Stock Exchange] (‘NYSE’)”). Based on the current size of the boards, Zhou seeks the appointment of two independent directors who satisfy the independence tests of NYSE Rule 303A.02 to each board of the jointly owned companies. The presence of independent directors is the only means of ensuring that the companies are run properly for the benefit of all

shareholders. The Court should also order an amendment of the corporate governance documents for each such entity to conform to this change in board organization. *See Demoulas*, 1996 WL 511519, at *10.

Alternatively, if the Court declines to exercise its discretion to remove Lin and Gao from the boards, it should nonetheless appoint the two independent directors to each board, or remove Lin and appoint one independent director in her place, and order an amendment of the corporate governance documents for each entity to ensure that Lin and Gao no longer hold a majority vote on any board. They have demonstrated time and again that they cannot be trusted to run KnowledgeLink, CIBR, or the Cambridge Network companies; the only appropriate protection is to remove their stranglehold on the boards' decision-making authority.

CONCLUSION TO THIS CROSS-MOTION

The Order tells a clear story of Lin and Gao's egregious acts over the last seven years. They stole from every jointly owned company, froze out Zhou, and crafted lie upon lie to tell the world why every problem they could identify was Zhou's fault. Now that the truth has finally come out, Lin and Gao have doubled down, refusing to apologize. They have forecasted their intent to punish Zhou further upon her reinstatement in her officer roles. As written, the Order does not explicitly prevent such retaliation, nor can it protect Zhou from the immediate harm that the Motion makes clear is coming. Zhou will be fired and frozen out again; there can be little doubt. The only appropriate measure to effectuate the Order is to ensure that Lin and Gao no longer hold majority control of any of the relevant boards. They should be removed and replaced with independent directors, or, at the very least, have independent directors additionally appointed, with director voting rights amended such that Lin and Gao no longer control every future vote. Any other outcome risks a callous disregard for the Order's intention and further rounds of litigation.

Zhou therefore respectfully requests that this Court: (i) deny the Motion, (ii) grant the Cross-Motion, (iii) award Zhou her reasonable attorneys' fees incurred in opposing the Motion pursuant to the BLS Rule ¶ 2, and (iv) grant such other and further relief as is just.

Dated: May 6, 2025

Respectfully submitted,

MAY X. ZHOU

By her attorneys,

/s/ Daniel E. Rosenfeld

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CERTIFICATE OF COMPLIANCE WITH SUPERIOR COURT RULE 9C

The undersigned hereby certifies that, pursuant to Superior Court Rule 9C(a), counsel for all parties conferred by telephone on April 30, 2025 at 3:00 PM regarding the issues raised in the Cross-Motion. The conference was attended by Daniel Rosenfeld, Patrick Dinardo, and Ryan Rosenblatt for Zhou, and Christopher Donnelly for Lin and Gao. The parties were unable to come to an agreement.

/s/ Daniel E. Rosenfeld

Daniel E. Rosenfeld

CERTIFICATE OF SERVICE

I, Ryan Rosenblatt, hereby certify that on May 6, 2025, a true copy of the foregoing document was served by email upon counsel as set forth below.

/s/ Ryan Rosenblatt

Ryan Rosenblatt

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
DEPT. OF THE TRIAL COURT

MAY X. ZHOU,
Plaintiff

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants.

C.A. No. 1884CV02607-BLS2

KNOWLEDGELINK GROUP, INC.
Plaintiff.

v.

MAY X. ZHOU,
Defendant.

C.A. No. 1884CV02376-BLS2

MAY X. ZHOU, as Shareholder
of, and on behalf of CAMBRIDGE INSTITUTE
OF BUSINESS RESEARCH, INC. and
KNOWLEDGELINK GROUP, INC.,
Plaintiff.

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants,

CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC., and KNOWLEDGELINK
GROUP, INC.,
Derivative Defendants.

C.A. No. 2384CV01294

**KNOWLEDGELINK'S OPPOSITION TO PLAINTIFF MAY X. ZHOU'S CROSS-
MOTION TO MODIFY THE COURT'S ORDER FOR EQUITABLE RELIEF TO
REMOVE CHRISTINE LIN AND STEVEN GAO FROM THEIR BOARD OF**

**DIRECTORS' POSITIONS IN KNOWLEDGELINK, CIBR, AND ALL OTHER
CAMBRIDGE NETWORK COMPANIES AND TO APPOINT INDEPENDENT
DIRECTORS IN THEIR PLACE**

KnowledgeLink Group, Inc. opposes May Zhou's ("Zhou") motion to remove Christine Lin ("Lin") and Steve Gao ("Gao") as directors of the Cambridge Network companies and to appoint independent directors. Zhou served her motion on KnowledgeLink last night, and KnowledgeLink requests time to prepare a thorough opposition. There is no emergency suggesting this Court should consider Zhou's motion before KnowledgeLink has had a substantive opportunity to oppose.

Without the benefit of time and research, it is clear that Zhou requests relief that is not in KnowledgeLink's best interest. Lin and Gao have operated the Cambridge Network companies without Zhou's input for seven years. They have institutional knowledge about the operational and financial aspects of those businesses that is important to maintaining their operations. With no role whatsoever in the Cambridge Network companies, which is Zhou's apparent request, that institutional knowledge will either be lost or harmfully marginalized.

None of the Cambridge Network companies other than KnowledgeLink are parties to this action, which calls into question the Court's jurisdiction to grant Zhou the relief she requests. Zhou seeks to reconstitute the boards of multiple companies notwithstanding the fact that CIBR was dismissed from this action. Nor is there evidence as to how the boards she seeks to modify have breached their specific fiduciary obligations to her, inasmuch as they were not joined derivatively and so did not defend.

Nor does Zhou's motion suggest how the independent directors she contemplates will be determined, what their skill sets should be, how they are to be compensated, or how the parties might identify and vet candidates willing to be involved in the Cambridge Network Companies.

There is, in short, no plan on how to operate the companies once the only knowledgeable shareholders are summarily removed. This is harmful to KnowledgeLink.

Furthermore, Zhou's motion is in effect a motion for reconsideration. The relief she now seeks by motion was among her prayers for relief that the Court declined to award. This too requires analysis and argument.

Finally, putting Zhou in immediate charge of KnowledgeLink and removing the majority shareholders requires a careful consideration of the likely consequences. Frank Zhou, who Zhou argued was exonerated from criminal liability, is likely to be convicted of the very crimes KnowledgeLink evinced at trial. A week after the Court issued its decision an appellate court in China reinstated Frank Zhou's indictment and concluded that he embezzled nearly \$800,000 (RMB 5.7 million) from KnowledgeLink and used KnowledgeLink money to buy a home. See Exhibit A. KnowledgeLink intends to recover the stolen money. Zhou's willingness to do so, or her diligence in doing so (having in mind she never asked Frank to return the money or the company he stole with forged documents) is dubious, at least ostensibly. Because all of these issues are important to the resolution of Zhou's motion, KnowledgeLink requests time to research, develop, and brief them.

Respectfully submitted:

KNOWLEDGELINK GROUP, INC.,

By its attorneys,



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Date: May 7, 2025

CERTIFICATE OF SERVICE

I, Kevin T. Peters, hereby certify that on May 7, 2025 I caused a true and correct copy of the foregoing document to be served by email upon:

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EXHIBIT A

The Fifth Branch of the Chongqing Municipal People's Procuratorate

Notification of the Outcome of the Criminal Appeal

YU Procuratorate Fifth Branch Criminal Appeal Notice [2025] No.10

The appellant, KnowledgeLink Group, Inc. (hereinafter referred to as "KnowledgeLink"), is located at Building 3, 1025 Main Street, Waltham, Massachusetts, USA. KnowledgeLink invested and registered the establishment of Chongqing Nuolin Business Information Consulting Co., Ltd. (hereinafter referred to as "Chongqing Nuolin Company") on December 2, 2014. Chongqing Nuolin Company is the victimized entity.

The entrusted agent: Li Wenjie, a lawyer from Chongqing K&H Law Firm.

The person not prosecuted in the original case, Frank Zhou, born on February 15, 1978, with the ID number 410105197802152838, is of Han ethnicity and holds a bachelor's degree. He served as the former legal representative, executive director, and general manager of Chongqing Nuolin Company. His residential address was Unit 1, Floor 16-4, Building 6, No. 3, 88 Jinkai Avenue, Liangjiang New Area, Chongqing.

KnowledgeLink disagreed with the Non-prosecution Decision (Yuzhong Procuratorate Non-Prosecution [2023] No. 174) made by People's Procuratorate of Yuzhong District, Chongqing. KnowledgeLink filed a formal appeal with this Procuratorate on April 4, 2023, on the grounds that the non-prosecuted person, Frank Zhou's defense of the bonus was not admissible, that he maliciously concealed the evidence, that he confused the bonus system, and that his act of embezzling funds itself constituted the crime of embezzlement of duty.

Upon re-examination, this procuratorate has ascertained that KnowledgeLink established Chongqing Nuolin Company (a wholly foreign-owned legal person) in accordance with the law in Yuzhong District, Chongqing on December 2, 2014, and KnowledgeLink holds 100% of the shares. In June 2016, Frank Zhou, the person who was not prosecuted in the original case, served as the legal representative and general manager of Chongqing Nuolin Company. In June 2017, Frank Zhou instructed Wang Long, the supervisor of Chongqing Nuolin Company,

to forge the "Equity Transfer Agreement of Chongqing Nuolin Business Information Consulting Co., Ltd." and the "Shareholder Decision of Chongqing Nuolin Business Information Consulting Co., Ltd.", and transferred the 100% equity of KnowledgeLink in Chongqing Nuolin Company to the name of Chongqing Beituomengqi Education Information Consulting Service Co., Ltd. (hereinafter referred to as "Beituomengqi Company"), which was under his actual control. In January 2022, the Administration for Market Regulation of Yuzhong District of Chongqing decided to change the shareholders of Chongqing Nuolin back to KnowledgeLink based on Chongqing Nuolin's application. In addition, Frank Zhou, during his tenure in Chongqing Nuolin Company, took advantage of his position and colluded with others to take possession of Chongqing Nuolin Company's public account funds totaling 5,784,600 yuan by fabricating false reasons, fictitious business or forging false contracts, and using falsely issued VAT invoices, which were used for his own purchase of a house and personal consumption.

With regard to the appellant's argument that Frank Zhou's defense of the bonus was not admissible, the malicious concealment of evidence, confusion of the bonus system, and the act of embezzling funds itself constituted the crime of embezzlement of duty. The procuratorate holds that: 1. The evidence on file confirms that KnowledgeLink has a specific bonus system and distribution process for its affiliated companies. Chongqing Nuolin Company has fully paid the bonuses to Frank Zhou each year in accordance with the bonus standards and financial procedures. Frank Zhou's defense that Chongqing Nuolin Company has not fully paid the bonuses he is entitled to is not supported by facts. 2. May Zhou (a shareholder of KnowledgeLink) directly led Chongqing Nuolin Company on behalf of KnowledgeLink. Even if May Zhou promised to give Frank Zhou a salary increase and agreed to make up for it year by year within the scope of Chongqing Nuolin's budget, the promise should also comply with KnowledgeLink's financial management system and bonus system, and be distributed in accordance with the proper procedures. 3. KnowledgeLink terminated May Zhou's position as CEO of KnowledgeLink in July 2018, in which case Frank Zhou continued to use the method of

issuing false VAT invoices to seize a huge amount of funds of Chongqing Nuolin and to keep them in his personal possession and refused to return them, and his subjective intent to illegally occupy the company's funds was obvious. In conclusion, during his tenure at Chongqing Nuolin Company, Frank Zhou, in collusion with others, took advantage of his position to embezzle a huge amount of the company's funds by fabricating false reasons, inventing fictitious business or forging false contracts, and using falsely issued ordinary VAT invoices. His actions have constituted the crime of embezzlement by an employee. The grounds for appeal by the appellant, KnowledgeLink, are valid. The decision of the Non-prosecution Decision (Yuzhong Procuratorate Non-Prosecution [2023] No. 174) made by People's Procuratorate of Yuzhong District, Chongqing, not to prosecute the original non-prosecuted person Frank Zhou is deemed to contain inaccuracies and therefore requires rectification.

This procuratorate hereby makes the following decisions: First, revoke the Non-prosecution Decision (Yuzhong Procuratorate Non-Prosecution [2023] No. 174) made by People's Procuratorate of Yuzhong District, Chongqing. Second, bring a public prosecution against Fran Zhou for the crime of embezzlement of duty to the People's Court of Yuzhong District, Chongqing.

The Fifth Branch of the Chongqing Municipal People's Procuratorate
April 18, 2025

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

-----X
MAY X. ZHOU, AS SHAREHOLDER
OF, AND ON BEHALF OF CAMBRIDGE
INSTITUTE OF BUSINESS RESEARCH,
INC. AND KNOWLEDGELINK GROUP, INC.,

Plaintiff,

C.A. No. 1884CV02607
(Lead case)
C.A. No. 1884CV02736
C.A. No. 2384CV01294

v.

XINWEI "CHRISTINE" LIN, AND
JIANXIN "STEVEN" GAO,

Defendants,

and

CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC., and KNOWLEDGELINK
GROUP, INC.,

Derivative Defendants.
-----X

HEARING BEFORE THE HONORABLE DEBRA A. SQUIRES-LEE

The hearing was taken on May 8, 2025, beginning
at 3:00 p.m., at a remote location, before Susan
Wandzilak, Registered Professional Reporter and
Notary Public in the State of Connecticut.

Susan Wandzilak License No. 377

A P P E A R A N C E S

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KnowledgeLink Group, Inc.

1 THE COURT: Thank you, Officer. Thank you,
2 everyone. It's my first time with any of this
3 equipment on. Good afternoon, Madam Clerk. And
4 good afternoon, everyone.

5 Before the Court is Civil Action 2018
6 2607 May Zhou versus Christine Lin, et al.
7 Counsel, just identify yourself for the Court.
8 We will begin with the plaintiffs.

9 MR. DINARDO: Patrick Dinardo, representing
10 the plaintiffs.

11 THE COURT: Attorney Dinardo, good
12 afternoon. Welcome.

13 MR. ROSENFELD: Daniel Rosenfeld for the
14 plaintiffs.

15 THE COURT: Attorney Rosenfeld, welcome.

16 MR. ROSENBLATT: Good Afternoon, Ryan
17 Rosenblatt for the plaintiff.

18 THE COURT: Attorney Rosenblatt, welcome.

19 MR. DONNELLY: Christopher Donnelly,
20 Donnelly, Conroy & Gelhaar for Ms. Lin and
21 Mr. Gao.

22 THE COURT: Attorney Donnelly, welcome.

23 MR. PETERS: Good afternoon, Your Honor. I
24 am Kevin Peters for Knowledge Link.

25 THE COURT: Attorney Peters, welcome.

1 MR. RAMACHER: Nick Ramacher for Ms. Lin and
2 Mr. Gao.

3 THE COURT: Attorney Ramacher, welcome.

4 All right, so I have -- I think this is
5 new too. It's a little distracting to me.

6 I have the emergency motion of
7 Christine Lin and Steven Gao for reconsideration
8 and vacature and/or stay of reinstatement order
9 pending appeal.

10 I have KnowledgeLink's -- no, I have
11 plaintiff May Zhou's opposition to that as well
12 as May Zhou's cross motion to modify the Court's
13 order for equitable relief to remove Christine
14 Lin and Steven Gao and to appoint independent
15 directors in their place.

16 And I did get KnowledgeLink's
17 opposition. It was either today or late
18 yesterday that I got that, but I did have an
19 opportunity to look at it.

20 Let me see if I -- Attorney Donnelly,
21 are you speaking on the motion?

22 MR. DONNELLY: I am, Your Honor.

23 THE COURT: All right. Let me make sure I
24 understand. Would it be fair to say that you
25 are arguing that the error of law here was my

1 prohibits you from talking to Mr. Minority
2 shareholder about anything that is going on
3 inside the company, you are fired.

4 And based on that, on an application
5 for preliminary injunction, the Superior Court
6 saying, this is an extraordinary remedy but
7 because of that particular confidentiality
8 agreement, I am going to order that he get put
9 back in while we adjudicate this case.

10 Those facts have nothing to do with --
11 and what's a lot closer is what Judge van Gestel
12 did in the Leslie (ph) case, so --

13 THE COURT: All right, I understand your
14 argument.

15 MR. DONNELLY: And by the way, the employee
16 in the Massmanian case had a written employment
17 agreement providing for lifetime employment
18 unless he was retired or was fully disabled.
19 So, again, something that we don't have here.

20 THE COURT: Putting aside the contract, you
21 did read my findings that these individuals
22 agreed together that Ms. Zhou would essentially
23 operate KnowledgeLink. That's what I found.

24 MR. DONNELLY: I understand that, Your
25 Honor, but it's a matter of whether that's the

1 proper remedy in these circumstances.

2 THE COURT: I understand the argument.

3 MR. DONNELLY: And the last point I want to
4 make, Your Honor, is that this was never
5 requested as relief in the trial.

6 THE COURT: Because it's within my equitable
7 jurisdiction.

8 MR. DONNELLY: I will concede that and also
9 let the Court know that it was requested in the
10 first complaint that was filed in August of 2018
11 to restore her to her job a month after or six
12 weeks after she had been fired.

13 They didn't move for a preliminary
14 injunction as was the case in Massmanian and by
15 the time they got to trial, they had abandoned
16 it. They didn't ask for that relief in their
17 proposed findings, conclusions, opening or
18 closing which tells you something.

19 And we had no idea that that was a
20 remedy on the table. The remedy on the table at
21 the time was damages and getting Lin and Gao out
22 of the company which Your Honor denied. And I
23 would just say that there are cases that say
24 that failure to raise this issue is a waiver.

25 And I would direct the Court to M.B.

1 Claff versus MBTA, 59 Mass Appeals Court 669 at
2 677 and note 9 and a Judge Hagerty Superior
3 Court decision called Tallert, T-A-L-L-E-R-T,
4 versus Liberty Mutual, 2005 Westlaw at 123 9284
5 at footnote four.

6 THE COURT: All right.

7 MR. DONNELLY: I have copies of those cases
8 if the Court wishes them.

9 THE COURT: That would be helpful. Officer,
10 would you take those from Mr. Donnelly?

11 All right, so I understand the
12 argument. I do not think that whoever is going
13 to argue here is going to stand up and disagree
14 that there's extreme distrust between these
15 parties or perhaps even an inability to work
16 together.

17 I think everybody in this room recalls
18 that about a year ago maybe when I first got in
19 the session I said someone is going to be
20 unhappy with the decision at trial but you are
21 going to remain married. And so you are going
22 to still be stuck with each other if you choose
23 not to work to settle this case. That is
24 exactly where we are.

25 Who is arguing on behalf of Mr. Zhou?

1 MR. DINARDO: I am, Your Honor.

2 THE COURT: Go ahead.

3 MR. DINARDO: Your Honor, we are here on a
4 motion for reconsideration and obviously the
5 formal guidance from the BLS is highly relevant
6 to the analysis. And there is really only three
7 reasons they are entitled to seek
8 reconsideration. It's a change in the law,
9 newly discovered evidence or a clear error of
10 law.

11 THE COURT: Well, talk to me about waiver,
12 this argument that I made an error of law in
13 imposing a remedy that was not requested.

14 MR. DINARDO: Well, Your Honor, you had
15 broad powers. In fact, when I was reading the
16 case law before trial I was struck at how broad
17 the Court's equitable powers are. And the point
18 of those powers is to achieve justice and
19 fairness; that's what the SJC says. And I think
20 what you did was absolutely just and fair and it
21 ties in with the Massmanian case that --

22 THE COURT: What about waiver? What about
23 the argument that if you didn't ask for her to
24 be reinstated, I shouldn't have gone there?

25 MR. DINARDO: Well, the knowledge is it was

1 requested in the original complaint and
2 certainly that was part of the relief that was
3 requested initially. And certainly we asked for
4 all kinds of equitable remedies and we asked the
5 Court to do what's fair and just.

6 THE COURT: And you don't think there was a
7 waiver?

8 MR. DINARDO: I don't think there was any
9 waiver at all. We asked you to do what needed
10 to be done and what needs to be done is to give
11 May Zhou a voice in the management which is
12 exactly what the Massmanian case talks about,
13 inability to protect her interests in the
14 company.

15 And so recovering assets is obviously
16 what she would be most interested in doing. And
17 certainly to the extent Frank Zhou is held
18 liable criminally and there is a civil basis to
19 pursue him for recovery of assets which he
20 purportedly embezzled, her position all along is
21 he is innocent until proven guilty so let the
22 situation in China play out.

23 But if he is found guilty and he is
24 liable for embezzlement that happened after she
25 was fired, then she would have no reason not to

1 try to recover those assets, 30 percent of which
2 fall to her favor. But what this motion is
3 about is her ability to recover assets from the
4 defendants.

5 THE COURT: And her ability to be involved
6 in all aspects of the decision making and
7 business decision making of these companies
8 which she has not had any ability to participate
9 in since 2018.

10 MR. DINARDO: Right.

11 THE COURT: Let me ask you this. Why isn't
12 the solution here, the reason I did not remove
13 Ms. Lin and Mr. Gao from their positions is
14 because they also have the right to be involved
15 in this company. As I said, they remain married
16 to each other.

17 Why isn't the appropriate solution
18 independent directors added to the board, two
19 independent such that Mr. Gao and Ms. Lin do not
20 have the power themselves alone to make
21 decisions to the detriment of Ms. Zhou and such
22 that those two directors together with Ms. Lin
23 and Mr. Gao can compel the appropriate
24 compliance with their directives by the CEO of
25 the company.

1 MR. DINARDO: Well, Your Honor, that's
2 certainly an alternative that makes sense to me
3 because our client is willing to live with an
4 independent director or two. In addition to the
5 three that exist, make it a five member board
6 and she has to appeal to two other people to
7 agree with her and she is willing to do that
8 because she has always tried to do what was
9 right by the business that she helped create.
10 That's been her position all along.

11 THE COURT: If there isn't going to be a
12 separation in this case of some sort,
13 Mr. Donnelly, why isn't that the right result?
14 Because what you articulated to me was a
15 mistrust that she would proceed in the best
16 interests of KnowledgeLink, an inability for the
17 three of them together to run these companies,
18 which I don't disagree.

19 I sat here through the trial. I don't
20 disagree with you. Why isn't that an
21 appropriate solution to ensure that Ms. Zhou's
22 interests are protected, that she continues to
23 get the benefit of her ownership in these
24 companies but that she is not at the mercy of
25 Mr. Gao and Ms. Lin as she has been.

1 MR. DONNELLY: Well, one thing is that we
2 are not challenging the reinstallation of her as
3 a director. So another -- and I would like to
4 be able to confer with my clients about this.

5 THE COURT: Have you talked about that?

6 MR. DONNELLY: Not the specific adding two
7 to make it a five member board.

8 THE COURT: Right. Right, so that there is
9 some fairness and it would be two independent
10 directors. So, for example, Ms. Lin and Mr. Gao
11 would have to persuade one to agree with them
12 and Ms. Zhou would have to persuade two and it
13 would be some measure of accountability with
14 respect to all of this.

15 I have a view, by the way, that given
16 the current situation with immigration that the
17 KnowledgeLink side of this business, i.e.,
18 offering English American style education in
19 China is going to sky rocket. It's just me. I
20 am not allowed to make investments, but it seems
21 to me the inability to send students to the
22 United States is going to make the business in
23 China very valuable.

24 MR. DONNELLY: I appreciate the suggestion
25 you are making. This gets me to the practical

1 what the pool of qualified directors is to
2 become an independent director of this company.

3 THE COURT: Why don't I just amend my order
4 to make it 90 days before entry of judgment.
5 Because I do not, I do not think there is any
6 basis for reconsideration. I found the facts
7 that I found after however many days of trial
8 that we had and I can assure you every weekend
9 day in January and February assessing and
10 evaluating the evidence and reaching the
11 conclusions I reached. So on the findings of
12 fact, they are what they are.

13 I believe as a matter of law I had the
14 ability to both order back pay and
15 reinstatement. But what you are presenting is
16 sort of a conundrum to get someone else to weigh
17 in on that, which is absolutely your right. Why
18 wouldn't my extending it to 90 days be
19 sufficient.

20 In the meantime, you seriously talk
21 about how this case, how this company is going
22 to go forward and file whatever you need to
23 file. Wouldn't that solve the problem you are
24 facing?

25 MR. DONNELLY: It would not, Your Honor,

1 because we still have an order.

2 THE COURT: No, if I amended the order,
3 revised the order, same exact order but either
4 60 days from today, it's a brand new order from
5 which you can take an appeal.

6 I am happy if you want to think about
7 it because I am not an appellate lawyer. I am a
8 lowly county court judge.

9 MR. DONNELLY: If we can have a moment and I
10 have brought with me Pietro Conte who is one of
11 our associates who clerked in the appeals court
12 and the SJC.

13 THE COURT: That would be perfect. Let me
14 take a brief recess. I don't know if you want
15 to be heard on that but it seems to me the
16 precise problem we are facing is their desire
17 and frankly right to have someone else examine
18 the order that I entered and the time pressures
19 that they are facing.

20 I think that would solve it, issue a
21 brand new order giving some additional time but
22 you make sure that that's the case and you let
23 me know after you have had time to talk.

24 MR. DONNELLY: Thank you.

25 THE COURT: You are welcome.

1 (Whereupon, a brief recess was taken.)

2 THE COURT: Thank you, officer. Thank you
3 everyone. Attorney Donnelly.

4 MR. DONNELLY: Thank you, Your Honor. Our
5 reading of the rule and the statute is that if
6 Your Honor were to vacate your April 9 order and
7 then enter the exact same order as an amended
8 order with the extra time, we would be relieved
9 of the deadline problem that we have for
10 tomorrow.

11 THE COURT: Attorney Dinardo.

12 MR. DINARDO: Your Honor, the idea of two
13 extra directors, we talked about it with our
14 clients and that makes a lot of sense.

15 THE COURT: Both of you talked about it with
16 your clients?

17 MR. DONNELLY: We did. I can't say what
18 they did.

19 MR. DINARDO: The extra two directors made a
20 lot of sense to us and I think that has to be
21 the premise for doing anything further to modify
22 or alter or vacate the order.

23 We are generally okay with the extra 30
24 days and that would make sense to us if the new
25 directors are in place by the original deadline

1 which was 60 days from April 9 and also if we
2 get the forensic accounting that we are due
3 because our client has been on the outside for a
4 very long time and really doesn't know what has
5 been going on with the business she has a
6 significant stake in.

7 And we are having a little trouble with
8 the idea of what the forensic accounting
9 entails. So we just told Mr. Donnelly this
10 morning what we think it entails based on our
11 communications with Jimmy Pappus (ph) and other
12 accounting professionals. So we think we want
13 that forensic accounting by this June 9 deadline
14 and we think in the 30 days before entry of
15 final judgment, at that point we would like the
16 ability to comment on what they give us and have
17 the Court's intervention if necessary if it's
18 not adequate. So --

19 THE COURT: So let me see if I understand.
20 June 9 is the deadline under the current order?

21 MR. DINARDO: Yes.

22 THE COURT: Which is why tomorrow May 9 is
23 your 30 day deadline?

24 MR. DINARDO: Right.

25 THE COURT: You are saying you would not be

1 opposed to vacating that order and putting in a
2 new order extending the June 9 deadline to July
3 9 only for the piece of reinstatement of the CEO
4 as an officer and you would like me at the same
5 time to amend the order to require the retention
6 of two independent directors to be on the boards
7 of all of the companies on which they are all
8 joint shareholders.

9 MR. DINARDO: And as I said, to the extent
10 the forensic accounting is not adequate, we
11 would certainly like the opportunity to come
12 back and talk to Your Honor before entry of
13 judgment. Because I think --

14 THE COURT: You mean keep the June 9
15 deadline for the forensic accounting. I will
16 tell you who is not going to manage the company
17 -- Squires-Lee, J.

18 MR. DONNELLY: Your Honor, on the forensic
19 accounting, I engaged with them affirmatively to
20 see whether we could reach some agreement as to
21 what the term complete forensic accounting
22 means, the words that Your Honor used. And I
23 did some research and couldn't find a definition
24 in the case law.

25 And we are communicating about that to

1 try and resolve it so we don't have to involve
2 Your Honor in this.

3 THE COURT: Right.

4 MR. DONNELLY: I got a letter an hour and a
5 half ago with a lot of specifics from them which
6 in prepping for this hearing I didn't have time
7 to study yet. We will move that along.

8 THE COURT: I think you can work that out.
9 The idea of complete forensic accounting is an
10 accounting for all the money in and out.

11 MR. DONNELLY: And we are going to work on
12 that. So I don't think it should hold up what
13 we are trying to accomplish here.

14 THE COURT: Okay, what about the proposal
15 that he made which is they are not opposed to
16 the 30 additional days for the transition as an
17 officer, everything else should remain the 60
18 days and the request that it include now since I
19 am going to change the order to independent
20 directors, the appointment of two independent
21 directors.

22 MR. DONNELLY: I think it's premature, that
23 last piece.

24 THE COURT: Why is that when everyone here
25 agrees that the three of them cannot cooperate

1 to run these companies?

2 MR. DONNELLY: Because company counsel is
3 here and hasn't had a chance to address this.
4 He is I think prepared to make a brief statement
5 about the motion, the cross motion that was
6 filed which was to get Lin and Gao out as
7 directors.

8 THE COURT: I am not inclined to do that.
9 My view is that these three people own this
10 company. I did not remove Ms. Lin and Mr. Gao
11 even though I found that they had breached their
12 duties to Ms. Zhou. I did not remove them
13 because they are the owners of this company but
14 the three of them can't work together.

15 Do you want me to hear from Mr. Peters?

16 MR. DONNELLY: Yes, Your Honor.

17 THE COURT: Thank you, Mr. Donnelly.

18 MR. PETERS: Your Honor, I am obviously here
19 on the cross motion to remove Ms. Lin and
20 Mr. Gao and I am hearing from the bench that I
21 might not have to argue quite as vociferously as
22 to why we can't eliminate the knowledge base of
23 what is going on, particularly --

24 THE COURT: And they have been operating the
25 company since 2018.

1 if Ms. Lin and Mr. Gao make choices that are
2 unacceptable and inappropriate during this time
3 period. I trust that Mr. Donnelly and
4 Mr. Peters will ensure that doesn't happen.

5 MR. DINARDO: Thank you, Your Honor.

6 THE COURT: And hopefully my reminding them
7 that our time together in the BLS is not
8 something they want to do for the next ten
9 years, what they want to do is run their
10 company.

11 All right, here is what I am going to
12 ask. Are you telling me -- well, can't I just
13 issue a new order? In other words, you know,
14 the end of my decision and order, issue a new
15 order, an amended and restated order. You are
16 telling me I have to have the word vacated in
17 the caption or I just have to say I vacate so
18 much of the April 9 order?

19 MR. DONNELLY: The latter, Your Honor.

20 THE COURT: In the text of it.

21 MR. DONNELLY: Correct, just the word vacate
22 in the text.

23 THE COURT: Okay.

24 MR. DONNELLY: Thank you.

25 THE COURT: If there is anything else, does

1 anybody have any opposition to the way that I
2 have outlined what I think should be done which
3 is extend by 30 days the reinstatement as CEO
4 and include in now something new which is an
5 order that the parties by July 9 identify and
6 locate, work cooperatively to identify and
7 locate independent directors to join the boards
8 of these companies.

9 MR. PETERS: That language is acceptable. I
10 think all you can order us to do, Your Honor, is
11 to work diligently to do this, diligently and
12 cooperatively having in mind that we may not
13 succeed.

14 THE COURT: And July 9 and I will have a
15 status end of June.

16 MR. PETERS: Yes, Your Honor.

17 THE COURT: Attorney Donnelly.

18 MR. DONNELLY: So it's clear on the record,
19 we are reserving all appellate rights and we are
20 not consenting to the need for the two
21 independent directors or the reinstatement as
22 CEO.

23 THE COURT: Well, that's why you want the
24 time. I understand that.

25 Attorney Dinardo.

05.05

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT

MAY X. ZHOU,
Plaintiff

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants.

C.A. No. 1884CV02607-BLS2

KNOWLEDGELINK GROUP, INC.,
Plaintiff,

v.

MAY ZHOU,
Defendant.

C.A. No. 1884CV02736-BLS2

MAY X. ZHOU, as Shareholder
of, and on behalf of CAMBRIDGE INSTITUTE
OF BUSINESS RESEARCH, INC. and
KNOWLEDGELINK GROUP, INC.,
Plaintiff

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants,

CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC., and KNOWLEDGELINK
GROUP, INC.,
Derivative Defendants.

C.A. No. 2384CV01294

After hearing and review,
Denied except that Order
will be amended to give
parties additional time in
one respect.

Debra Guerin-Jee
5/9/25

**EMERGENCY MOTION OF CHRISTINE LIN AND STEVEN GAO FOR (1)
RECONSIDERATION AND VACATUR OF APRIL 9, 2025 ORDER DIRECTING
REINSTATEMENT OF MAY ZHOU AS PRESIDENT, CEO AND COO OF
KNOWLEDGELINK GROUP, INC.
OR (2) STAY OF REINSTATEMENT ORDER PENDING APPEAL**

Notice Sent
BY EMAIL
5/9/25
EC

299

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

18 - 2607 - BLS2

MAY X. ZHOU, AS SHAREHOLDER
OF, AND ON BEHALF OF
CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC. AND
KNOWLEDGELINK GROUP, INC.,

Plaintiff,

v.

XINWEI "CHRISTINE" LIN, and
JIANXIN "STEVEN" GAO,

Defendants, and

CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,

Derivative Defendants.

C.A. No. 1884CV02607 (Lead case)
C.A. No. 1884CV02736
C.A. No. 2384CV01294

2025-07-03 PM 4:07
SUFFOLK SUPERIOR COURT

**PLAINTIFF MAY X. ZHOU'S OPPOSITION TO EMERGENCY MOTION OF
CHRISTINE LIN AND STEVEN GAO FOR (1) RECONSIDERATION AND VACATUR
OF APRIL 9, 2025 ORDER DIRECTING REINSTATEMENT OF MAY ZHOU AS
PRESIDENT, CEO AND COO OF KNOWLEDGELINK GROUP, INC. OR (2) STAY OF
REINSTATEMENT PENDING APPEAL**

AND

**PLAINTIFF MAY X. ZHOU'S CROSS-MOTION TO MODIFY THE COURT'S ORDER
FOR EQUITABLE RELIEF TO REMOVE CHRISTINE LIN AND STEVEN GAO
FROM THEIR BOARD OF DIRECTORS' POSITIONS IN KNOWLEDGELINK, CIBR,
AND ALL OTHER CAMBRIDGE NETWORK COMPANIES AND TO APPOINT
INDEPENDENT DIRECTORS IN THEIR PLACE**

Nance
Sent by email
5/9/25
EC

After hearing and review, Allowed in part
Order will be amended to require the
appointment of two independent directors in
addition to Lin, Gao, and Zhou on the Boards.
Lisa Agnew-Jee 5/9/25

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTIONS
No. 1884CV02607-BLS2
No. 1884CV02736-BLS2
No. 2384CV01294

MAY X. ZHOU

vs.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO

KNOWLEDGELINK GROUP, INC.

vs.

MAY X. ZHOU

MAY X. ZHOU¹

vs.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO & others²

FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER FOR JUDGMENT

AMENDED AND RESTATED ORDER FOR JUDGMENT

The Court reaffirms all its findings of fact and conclusions of law in its Findings of Fact, Conclusions, of Law, and Order for Judgment dated April 9, 2025. Put otherwise,

¹ As shareholder and on behalf of Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc.

² Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. as derivative defendants

Noticed
By email
5/19/25

the Motion to Reconsider my findings, conclusions, or the damages and remedies ordered in this case is denied.

However, to provide additional time for compliance with the Court's Order, and to address the conduct of Xinwei (Christine) Lin and Jianxin (Steven) Gao and their several breaches of fiduciary duty as found, as well as the clear and undisputed inability of the parties to work cooperatively to manage their jointly-owned companies, the Court hereby vacates the April 9, 2025 Order for Judgment and enters the following **Amended and Restated Order For Judgment**:

- **Case No. 1884CV02607**: Judgment shall enter for May X. Zhou and against Xinwei (Christine) Lin and Jianxin (Steven) Gao in the amount of **\$2,520,000 (two million, five hundred and twenty thousand dollars)** for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and civil conspiracy, and in the amount of **\$1,000,000 (one million dollars)** for defamation **for a total amount of \$3,520,000 (three million, five hundred and twenty thousand dollars)**.

Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall, *within sixty days* of the date of this Order, reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies.

Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall, *within thirty days* of the date of this Order, restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner.

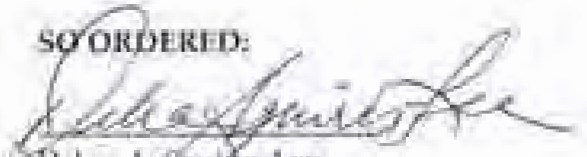
Further, *within sixty days* of the date of this Order, the parties shall work cooperatively and diligently to identify and locate two independent directors to serve with Xinwei (Christine) Lin, Jianxin (Steven) Gao, and May X. Zhou on the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which May X. Zhou is a thirty percent owner. The Court will schedule a hearing regarding this obligation with the sixty-day deadline.

- **Case No. 1884CV02376**: Judgment shall enter for May X. Zhou and against KnowledgeLink Group, Inc.

- Case No. 2384CV01294: Judgment shall enter for May X. Zhou, on behalf of KnowledgeLink Group, Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. Within *thirty days* of the date of entry of this Order, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall provide May X. Zhou a complete forensic financial accounting of Shanghai Nuolin Business Consulting Co. Ltd. from the date of its founding to the present. Xinwei (Christine) Lin, and Jianxin (Steven) Gao shall file a report confirming compliance with this Order on or before the thirty-day deadline.
- Civil Contempt: Judgment shall enter for May X. Zhou on the claim of civil contempt.

Entry of Final Judgments in these consolidated cases shall be stayed for sixty days of the date of this Order.

SO ORDERED:



Debra A. Squitney-Lee
Justice of the Superior Court

May 9, 2025

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
DEPT. OF THE TRIAL COURTMAY X. ZHOU,
Plaintiff

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants.KNOWLEDGELINK GROUP, INC.
Plaintiff,

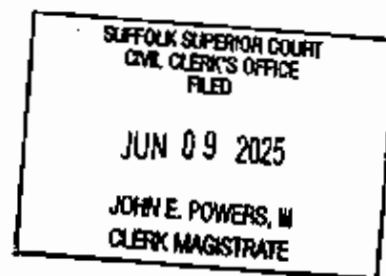
v.

MAY X. ZHOU,
Defendant.MAY X. ZHOU, as Shareholder
of, and on behalf of CAMBRIDGE INSTITUTE
OF BUSINESS RESEARCH, INC. and
KNOWLEDGELINK GROUP, INC.,
Plaintiff,

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants,CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC., and KNOWLEDGELINK
GROUP, INC.,
Derivative Defendants.

C.A. No. 1884CV02607-BLS2



C.A. No. 1884CV02376-BLS2

C.A. No. 2384CV01294

CHRISTINE LIN AND STEVEN GAO'S NOTICE OF APPEAL PURSUANT TO MASS.
G.L. c. 231, § 118 (SECOND PARAGRAPH)

Pursuant to Mass. G. L. c. 231, § 118 (Second Paragraph), as well as Rule 3 and Rule 4(a)(1) of the Massachusetts Rules of Appellate Procedure, Christine Lin and Steven Gao hereby notice their intention to appeal from all preliminary injunction granted in the Order of this Court (Squires-Lee, J.) entered on May 9, 2025 (Case No. 1884CV02607, Dkt. 301), including but not limited to:

1. Directing Lin and Gao to “reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and examination of comparable salaries for similar companies”;
2. Directing Lin and Gao to “restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner”;
3. Directing the parties to “work cooperatively and diligently to identify and locate two independent directors to serve with Xinwei (Christine) Lin, Jianxin (Steven) Gao, and May X. Zhou on the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which May X. Zhou is a thirty percent owner”; and
4. Directing Lin and Gao to “provide May X. Zhou a complete forensic financial accounting of Shanghai Nuolin Business Consulting Co. Ltd. from the date of its founding to the present” and to “file a report confirming compliance with this Order on or before the thirty-day deadline.”

Date: June 9, 2025

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO

By their attorneys,

/s/ T. Christopher Donnelly

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CERTIFICATE OF SERVICE

I, Nicholas Ramacher, hereby certify that on June 9, 2025, I caused a true and correct copy of the foregoing document to be served by email upon:

Patrick P. Dinardo (BBO #125250)

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/s/ Nicholas Ramacher

Nicholas Ramacher

COMMONWEALTH OF MASSACHUSETTS
APPEALS COURT

SUFFOLK, ss.

Single Justice Docket No. _____
Sup. Ct. Docket Nos. 1884CV02607-BLS2
1884CV02736-BLS2; 2384CV01294

MAY X. ZHOU,

Plaintiff-Respondent,

v.

XINWEI “CHRISTINE” LIN AND JIANXIN “STEVEN” GAO,

Defendants-Petitioners.

KNOWLEDGELINK GROUP, INC.,

Plaintiff-Petitioner,

v.

MAY ZHOU,

Defendant-Respondent.

MAY X. ZHOU, as Shareholder of, and on behalf of CAMBRIDGE INSTITUTE
OF BUSINESS RESEARCH, INC. and KNOWLEDGELINK GROUP, INC.,

Plaintiff-Respondent,

v.

XINWEI “CHRISTINE” LIN, JIANXIN “STEVEN” GAO,

Defendants-Petitioners,

CAMBRIDGE INSTITUTE OF BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,

Derivative Defendants.

**Petition of Christine Lin and Steven Gao for Interlocutory Relief Pursuant to
Mass. G. L. c. 231, § 118 (First Paragraph), and Alternative Motion for Stay
Pending Appeal Pursuant to Mass. R. App. P. 6**

CHRISTINE LIN and STEVEN GAO,

By their attorneys,

/s/ T. Christopher Donnelly
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Date: June 9, 2025

I. Request for Relief from May 9, 2025 Reinstatement Order

Pursuant to G. L. c. 231, § 118 (first paragraph), Christine Lin (“Lin”) and Steven Gao (“Gao”) seek interlocutory relief from the May 9, 2025 order of the Superior Court (Squires-Lee, J.) directing Lin and Gao to “reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink [Group, Inc. (‘KL’)] with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and examination of comparable salaries for similar companies.” *Order*¹ at 2 (“Reinstatement Injunction”).

Following a bench trial, the Superior Court issued findings of fact and conclusions of law ruling that Lin and Gao, the majority shareholders of KL (a married couple with a combined 70% interest), had breached their fiduciary duties to Zhou, the third shareholder (with a 30% interest), by terminating Zhou in July 2018 from the position of KL chief executive officer. *F&C*² at 53-55; RA 111-13. The Court ordered two remedies: (1) “damages in the amount of \$300,000 per year

¹ “Order” means the Amended and Restated Order for Judgement, dated May 9, 2025. A copy of the Order is included in an Addendum hereto (*see infra* pages 9-12), and is included at pages 640-42 of the Record Appendix (“RA”) filed herewith.

² “F&C” means the Findings of Fact, Conclusions of Law, and Order for Judgment, dated April 9, 2025, included in the Record Appendix at pages 59-119.

since 2019 or a total of \$1.8 million in connection with her wrongful termination” (*F&C* at 57; RA 115); and (2) the Reinstatement Injunction. RA 641.

Lin and Gao respectfully submit the Superior Court erred as a matter of law and abused its discretion by ordering the extraordinary mandatory Reinstatement Injunction. Therefore, they request a Single Justice vacate the Reinstatement Injunction or, in the alternative, stay its effect pursuant to Mass. R. A. P. 6 pending all appellate proceedings.

II. Issues of Law Raised by the Petition and Alternative Motion to Stay

1. Did the Court commit legal error or abuse its discretion where:
 - Zhou waived any right to reinstatement because she did not argue at trial, or in her proposed findings or conclusions of law, for reinstatement as the President, Chief Executive, and Chief Operating Officer;
 - The Reinstatement Injunction awards Zhou the benefits of an agreement for lifetime employment as President and CEO of KL where no such agreement exists, and would in any event run afoul of G. L. c. 156D, § 7.32;
 - No reported Massachusetts appellate or trial court decision has ever reinstated a minority closed corporation owner or partner as the chief executive of the business;

- The Court made no fact findings that reinstatement of Zhou as chief executive is commercially feasible or in the best interest of KL;
 - Zhou's various conflicts of interests (which were not addressed by the trial court) render impractical her service as KL's chief executive officer;
 - Zhou, on the one hand, and Lin and Gao, on the other hand, have been entrenched in litigation since 2018, predated by years of antagonism;
 - Zhou has been awarded six years of back pay, despite her failure to mitigate damages (an issue also unaddressed by the court)?
2. Did the Court abuse its discretion in refusing to stay the Reinstatement Injunction where:
- Lin and Gao have a likelihood of success on appeal;
 - Lin and Gao will be irreparably harmed by being forced to operate a business with a CEO who they do not trust, who they have been entrenched in litigation with for seven years, and who has disqualifying conflicts of interest;
 - Zhou will not incur harm from a stay; and
 - There will be no harm to the public interest?

III. Statement Regarding Reconsideration

On April 30, 2025, Lin and Gao filed an emergency motion for reconsideration in the Superior Court, requesting the Court vacate the

Reinstatement Injunction or, alternatively, stay the time to comply until all appellate rights have been exhausted. RA 120-548. Zhou filed a cross-motion to remove Lin and Gao as corporate directors of KL, and all other companies jointly owned by Lin, Gao and Zhou, and to appoint independent directors in place of Lin and Gao. RA 549-71. At a hearing on May 8, 2025, the Superior Court denied Lin and Gao's reconsideration motion and declined to remove Lin and Gao as directors. RA 638, 641. But the Superior Court "vacate[d] the April 9, 2025 Order for Judgment" and "enter[ed an] Amended and Restated Order for Judgment" that restated the Reinstatement Order and other orders, but with revised timelines for compliance, and further ordered "the parties [to] work cooperatively and diligently to identify and locate two independent directors to serve with [Lin, Gao and Zhou] on the Boards of [KL and all jointly-owned companies]." RA 639, 641. This petition is timely because it is filed within 30 days of the Reinstatement Injunction in the May 9, 2025 Order.

IV. Statement Regarding Motion for Stay in the Superior Court

On April 30, 2025, Lin and Gao filed with their emergency motion for reconsideration in the Superior Court an alternative motion to stay the time to comply until all appellate rights have been exhausted. RA 120-548. At the May 8, 2025 hearing, the Superior Court denied Lin and Gao's stay motion. RA 638, 640-42.

V. Relief Requested

Lin and Gao respectfully request a Single Justice of this Court vacate the Reinstatement Injunction, or alternatively, stay the time for Lin and Gao to comply with the Reinstatement Injunction until all appellate rights of Lin and Gao have been exhausted.³

VI. Request for Hearing

Lin and Gao respectfully request oral argument.

WHEREFORE, based upon the foregoing, and the attached memorandum and record appendix, Lin and Gao respectfully request this Petition be allowed or, alternatively, their motion to stay be allowed.

CHRISTINE LIN and STEVEN GAO,

By their attorneys,

/s/ T. Christopher Donnelly
T. Christopher Donnelly (BBO #129930)
Nicholas J. Ramacher (BBO #680258)
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pac@dcglaw.com

Date: June 9, 2025

³ In accordance with M.A.C. Rule 20.0(b), a supporting memorandum of law and record appendix is filed herewith.

CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing Petition of Christine Lin and Steven Gao for Interlocutory Relief Pursuant to Mass. G. L. c. 231, § 118 (First Paragraph), and Alternative Motion for Stay Pending Appeal Pursuant to Mass. R. App. P. 6 complies with the length limits for proportionally-spaced font under Appeals Court Rule 6.0 and Rule 20.0 because it is produced in Times New Roman font, size 14 font, and contains 985 non-excluded words as counted using the word count feature of Microsoft Word.

/s/ T. Christopher Donnelly
T. Christopher Donnelly

CERTIFICATE OF SERVICE

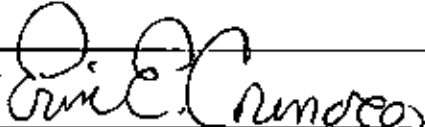
I, T. Christopher Donnelly, hereby certify that on June 9, 2025, I caused a true and correct copy of the foregoing document to be served by hand and by email upon:

Patrick P. Dinardo
Daniel E. Rosenfeld
Ryan Rosenblatt
Sullivan & Worcester LLP
One Post Office Square
Boston, MA 02109

Kevin T. Peters, Esq.
Fox Rothschild LLP
33 Arch St
Suite 3110
Boston, MA 02110

/s/ T. Christopher Donnelly
T. Christopher Donnelly

34

JUDGMENT		NOTIFY	Trial Court of Massachusetts The Superior Court	
DOCKET NUMBER 1884CV02736			John E Powers, III Suffolk County Civil	
CASE NAME KnowledgeLink Group Inc vs. Zhou, May			COURT NAME & ADDRESS Suffolk County Superior Court - Civil Suffolk County Courthouse, 12th Floor Three Pemberton Square Boston, MA 02108	
This action came before the Court, Hon. Debra A Squires-Lee, presiding, and upon consideration thereof, It is ORDERED and ADJUDGED: Following a Jury Waived Trial and Findings by the Court, Squires-Lee, J., Judgment shall enter in this case for the Defendant, May Zhou. This case is hereby DISMISSED.				
~~JUDGMENT ENTERED ON DOCKET 07/08/2025~~ ~~FLUENT TO THE PROVISIONS OF MASS. R. CR. 17.1~~ ~~AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO~~ ~~VISIONS OF MASS. R. CR. 17.1 AS FOLLOWS~~				
DATE JUDGMENT ENTERED 07/08/2025		CLERK OF COURTS/ ASST. CLERK X 		

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT

KNOWLEDGELINK GROUP, INC.,

Plaintiff,

v.

MAY X. ZHOU,

Defendant.

Civil Action No. 1884CV02736-BLS2

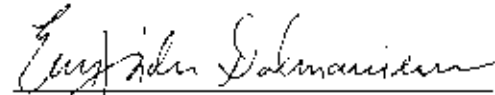
NOTICE OF APPEAL

Notice is hereby given pursuant to Rules 3 and 4 of the Massachusetts Rules of Appellate Procedure, that Plaintiff KnowledgeLink Group, Inc. (“KnowledgeLink”) hereby appeals from (a) the Judgment entered on July 8, 2025; (b) the Amended Order for Judgment dated May 9, 2025; (c) the Findings of Fact, Conclusions of Law, and Order for Judgment dated April 9, 2025; (d) the Memorandum and Order on Cross-Motions for Summary Judgment and Motions to Strike, for Sanctions, and for Cost-Shifting dated June 15, 2022, insofar as such order granted summary judgment against KnowledgeLink on Counts IV and V of its Verified Complaint and denied KnowledgeLink’s motion to strike; and (e) any other orders and rulings entered by the Court against KnowledgeLink at any time since the commencement of this action.

Respectfully submitted.

KNOWLEDGELINK GROUP, INC.

By its attorneys.



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Seaport West

Foley Hoag LLP

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Boston, MA 02210

(617) 832-1000

Dated: July 21, 2025

CERTIFICATE OF SERVICE

I, Euripides Dalmanieras, hereby certify that on July 21, 2025, I caused a true and correct copy of the foregoing document to be served by email upon:

Attorneys for Christine Lin and Steven Gao

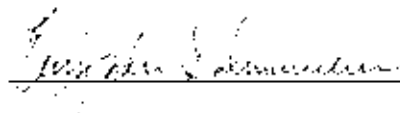
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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

CIVIL ACTION

No. 1884CV02607-BLS2

No. 2384CV01294-BLS2

MAY X. ZHOU

vs.XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAOMAY X. ZHOU¹vs.XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO & others²DECISION AND ORDER ON PLAINTIFF MAY X. ZHOU'S EMERGENCY
MOTION TO MAKE ADDITIONAL FINDINGS OR
STAY ENTRY OF FINAL JUDGMENT

Before the Court is Plaintiff May X. Zhou's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment (Motion). After briefing, hearing, and review, the Motion is DENIED and judgment shall enter in Case No. 2384CV01294.

¹ As shareholder and on behalf of Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. All derivative claims relating to Cambridge Institute of Business Research, Inc. (CIBR) were dismissed for failure to make proper demand.

² Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. as derivative defendants

Noted
by email
8/27/25
EL

DISCUSSION

After a bench trial and extensive Findings of Fact, Conclusions of Law, and Order for Judgment (collectively, the "Findings"), I found for May X. Zhou (Zhou) in the derivative action she brought on behalf of KnowledgeLink Group, Inc. (KnowledgeLink), Case No. 2384CV021294, against Xinwei "Christine" Lin (Lin) and Jianxin "Steven" Gao (Gao). I held that Zhou "met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink when they established [Shanghai Nuolin Business Consulting Co. Ltd. ("Shanghai Nuolin")] as Gao's wholly owned entity which charged a thirty percent fee to KnowledgeLink for its services."

I also concluded, albeit in connection with Zhou's breach of fiduciary duty claims against Lin and Gao brought in Case. No. 1884CV02067, that Zhou had not proved damages associated with Lin and Gao's "self-interested transactions." To the extent there was a lack of clarity in my Findings, my conclusion that Zhou had not proved damages based on Lin and Gao's self-interested transactions included a failure to prove damages from the formation and operation of Shanghai Nuolin. Thus, there was a dearth of information from which I could ascertain the damages owed to KnowledgeLink in the derivative action from Gao's ownership and sole control of Shanghai Nuolin. That dearth resulted, in part, from my prior ruling excluding Zhou's financial expert, Craig Jalbert from testifying at trial. (Decision and Order on KnowledgeLink Group, Inc., Christine Lin, and Steven Gao's Motion to Exclude Expert Testimony of Craig Jalbert, Stephen Kirkland, and Shaowei Lin, Paper No. 221).

Accordingly, in lieu of damages, and exercising my broad equitable authority, I ordered Lin and Gao to provide Zhou "a complete forensic financial accounting" of Shanghai Nuolin "from the date of its founding to the present." That Order was intended to permit KnowledgeLink to take appropriate action should it choose to do so.

It was not intended to re-open the trial or the evidence such that I would issue an award of damages that had not been proved at trial.³

Thereafter, Lin and Gao submitted a Special Audit Report, dated May 26, 2025, from Chongqing Huaxin Certified Public Accountants Co., Ltd (the "Huaxin Report"). Dissatisfied with that report and alleging that it is not a "complete forensic financial accounting," Zhou filed the instant Motion ultimately accompanied by two affidavits from her trial expert, Jimmy S. Pappas. Zhou asks the Court to find that the Huaxin Report failed to comply with the Order and does not constitute a complete forensic financial accounting. Zhou further asks the Court to approximate and award damages based on the Findings and additional findings from the post-trial submissions provided in connection with the Motion.

I decline to do so. First, the issue is exceedingly complicated and could not be undertaken without an evidentiary hearing at which the author of the Huaxin report and Mr. Pappas would be subject to cross-examination. Second, the time for Zhou to provide evidence of the damages that KnowledgeLink suffered in the derivative case was at the trial of the matter, not in the post-trial submissions challenging the Huaxin Report. Third, I agree that the issue is one for the entity. Judgment will enter against Lin and Gao and in favor of KnowledgeLink in connection with the formation and operation of Shanghai Nuolin. I am confident that the Board, supplemented with independent directors (see Order Appointing Special Master to Recommend Independent Directors, Paper No. 330), will undertake to ensure that KnowledgeLink receives all the money it is owed from Shanghai Nuolin, including disgorgement of any

³ Any statement I made at the July 8, 2025 hearing regarding "potential damages" in the derivative action was not intended to indicate that such damages would be established post Findings. Rather, in my recollection, we were discussing the timing of the entry of judgments in these consolidated cases, which are long overdue, and I agreed that judgment in the derivative action should not enter until the instant Motion was resolved.

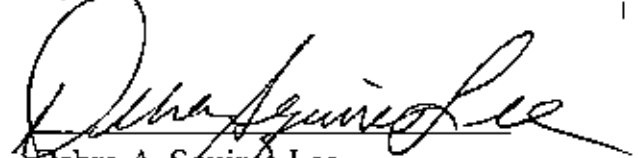
fees that inappropriately benefitted Gao and / or Lin personally to the detriment of KnowledgeLink, including "earned" fees that should have inured to the benefit of KnowledgeLink. Finally, I do not find that the Huaxin Report did not comply with the Order.

ORDER

For the foregoing reasons, May X. Zhou's Emergency Motion to Make Additional Findings or Stay Entry of Final Judgment is **DENIED**.

Judgment shall enter in Case No. 2384CV01294-BLS2 in favor of May X. Zhou, as shareholder and on behalf of KnowledgeLink Group, Inc. against Xinwei "Christine" Lin and Jianxin "Steven" Gao.

SO ORDERED:


Debra A. Squires-Lee
Justice of the Superior Court

August 27, 2025

NOTIFY

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JUDGMENT		Trial Court of Massachusetts The Superior Court
DOCKET NUMBER 2384CV01294	John E Powers, III Suffolk County Civil	
CASE NAME Zhou, May et al vs. Lin, Winwei "christine" et al	COURT NAME & ADDRESS Suffolk County Superior Court - Civil Suffolk County Courthouse, 12th Floor Three Pemberton Square Boston, MA 02108	
This action came before the Court, Hon. Debra A Squires-Lee, presiding, and upon consideration thereof, It is ORDERED and ADJUDGED: Following a Jury Waived Trial and compliance with the Court's Order of 4/10/25 (Squires-Lee, J.), Judgment is entered for May X. Zhou, on behalf of Knowledgelink Group Inc. and against Xinwei (Christine) Lin and Jianxin (Steven) Gao. It is further ordered that May X. Zhou shall take nothing on her claims.		
Sept 2, 25 RECEIVED BY CLERK OF COURT PLAUSIBLE TO THE PROVISIONS OF MASS. R. CIV. P. 17 AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO VISIONS OF MASS. R. CIV. P. 77(a) & 77(b) & 77(c) Notice 9-2-25		
DATE JUDGMENT ENTERED 08/29/2025	CLERK OF COURTS/ ASST. CLERK X 	

No. 2025-P-1107

**COMMONWEALTH OF MASSACHUSETTS
APPEALS COURT**

MAY X. ZHOU,
Plaintiff-Appellee,
v.
XINWEI “CHRISTINE” LIN AND JIANXIN “STEVEN” GAO,
Defendants-Appellants.

KNOWLEDGELINK GROUP, INC.,
Plaintiff,
v.
MAY ZHOU,
Defendant.

MAY X. ZHOU, as Shareholder of, and on behalf of CAMBRIDGE
INSTITUTE OF BUSINESS RESEARCH, INC. and KNOWLEDGELINK
GROUP, INC.,
Plaintiff,
v.
XINWEI “CHRISTINE” LIN, JIANXIN “STEVEN” GAO,
Defendants,
CAMBRIDGE INSTITUTE OF BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,
Derivative Defendants.

On Appeal from an Order of the
Superior Court (Squires-Lee, J.)
(Nos. 1884CV02607-BLS2;
1884CV02736-BLS2; 2384CV01294)

BRIEF OF THE APPELLANTS

Dated: October 16, 2025

Counsel listed on inside cover

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William E. Evans (BBO #706382)
Sierra J. Perez-Sparks (BBO #711947)
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Counsel for Defendants-Appellants

discretion. *E.g., Chan v. Chen*, 70 Mass. App. Ct. 79, 84-85 (2007). And as relevant here, a court’s choosing to “address an issue that was” not “litigated by the parties” is an abuse of discretion. *Slade*, 43 Mass. App. Ct. at 380.

ARGUMENT

I. The Superior Court’s decision to grant Zhou injunctive relief she waived was an abuse of discretion.

The reinstatement order was an abuse of discretion because it awarded Zhou extraordinary injunctive relief that she clearly waived.

A. “While the scope of equitable relief is within the sound discretion of the trial judge, ... such discretion is not without limit[.]” *Governo*, 487 Mass. at 198 (cleaned up). A party must affirmatively pursue that relief by addressing and satisfying the standards that guide and limit the court’s discretion.

The relevant standards for securing preliminary and permanent injunctive relief are familiar. “In order for a preliminary injunction to issue, the moving party must show” that the traditional test for preliminary injunctive relief is satisfied. *Bos. Police Patrolmen’s Ass’n, Inc. v. Police Dep’t of Bos.*, 446 Mass. 46, 49 (2006). For a permanent injunction, the plaintiff must show that “unless relief is granted a substantial right of the plaintiff will be impaired to a material degree; that the remedy at law is inadequate; and that injunctive relief can be applied with practical success and without imposing an impossible burden on the court or bringing its processes into disrepute.” *Kenyon v. City of Chicopee*, 320 Mass. 528, 534 (1946); *see also*

Sch. Comm. of Bos. v. Reilly, 362 Mass. 334, 338 (1972) (citing *Kenyon* for “the requirements for injunctive relief”); cf. *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006) (“According to well-established principles of equity, a plaintiff seeking a permanent injunction must satisfy a four-factor test before a court may grant such relief. A plaintiff must demonstrate”); *Sindi v. El-Moslimany*, 896 F.3d 1, 31 n.12 (1st Cir. 2018) (“Massachusetts law and federal law seem to place substantially similar burdens on a party seeking a permanent injunction,” citing *Kenyon*).

A plaintiff who does not put on any case to meet these standards has waived entitlement to an injunction. As this Court has emphasized, a plaintiff’s “failure to raise [a] question at trial constitutes a waiver of this aspect of the plaintiff’s claim.” *M.B. Claff*, 59 Mass. App. Ct. at 677-78 & n.9. Likewise, this Court’s precedents “prohibit judges from basing their decisions on issues neither raised nor litigated by the parties.” *Slade*, 43 Mass. App. Ct. at 379 (cleaned up). Due to “elements of surprise and unfairness,” “serious problems may be created whenever a judge bases a decision on an issue that is not before the court, including the possibility that a party may be effectively foreclosed from presenting any evidence on the very issue that turns out to be dispositive[.]” *Id.* (cleaned up).

Those principles apply throughout American courts: “In our adversarial system of adjudication, we follow the principle of party presentation.” *United States*

v. Sineneng-Smith, 590 U.S. 371, 375 (2020). Courts “rely on the parties to frame the issues for decision and assign to courts the role of neutral arbiter of matters the parties present.” *Id.* at 371-72 (cleaned up). This is so “especially in civil cases and especially when the party is represented by counsel.” *Horne v. Electric Eel Mfg. Co.*, 987 F.3d 704, 727 (7th Cir. 2021).

As a result, courts regularly hold that a party “waive[s] his right to seek” an injunction if he does not actually pursue that relief through trial. *Peterson*, 806 F.3d at 339-41; accord *Alexander v. Riga*, 208 F.3d 419, 434 (3d Cir. 2000) (even when injunction was mentioned in complaint and pretrial statement, “the issue is waived by the failure of counsel to raise the issue of injunctive relief prior to the conclusion of trial”). And when a trial court nonetheless awards injunctive relief that the party waived or never sought, that is a clear abuse of discretion. *Peterson*, 806 F.3d at 339-41 (injunction issued post-judgment was an abuse of discretion when plaintiff did not press for that relief at trial).

B. The reinstatement order violated these well-established principles. Zhou never actively litigated her complaint’s request for reinstatement during the nearly seven years of litigation between her August 2018 complaint (and August 2019 amended complaint) and the Superior Court’s April 2025 decision. Instead, the Superior Court chose to fashion this extraordinary equitable remedy out of whole cloth.

The only time Zhou ever mentioned reinstatement was in her complaints. *See* pp. 17-18, *supra*. After that, Zhou ignored her request for reinstatement entirely. Tellingly, she did not move for a TRO or a preliminary injunction restoring her to the company pending a trial on her claims—even though she sought a preliminary injunction on *other* issues. *See* No. 1884CV02607-BLS2 (Dkt. No. 41), I.JA.273.

Zhou also failed to litigate reinstatement at trial. Among other obvious times and places Zhou should have raised the issue of reinstatement but did not, she did not raise it in the parties' joint pretrial memorandum, in her proposed findings of fact or conclusions of law filed before trial, or at any point during trial including her opening statement and closing argument. *See* pp. 17-18, *supra*. And when the Superior Court asked Zhou's counsel point blank what equitable relief Zhou was seeking, he expressly identified *different* forms of equitable relief—not reinstatement. *See* p. 18, *supra*.

Even the Superior Court seems to have recognized that Zhou did not actively seek reinstatement in the case. Specifically, during the May 8, 2025, hearing on Defendants' motion for reconsideration, Defendants' counsel argued that reinstatement "was never requested as relief at trial." V.JA.49. In response, the Superior Court did not dispute the assertion, and instead suggested that the relief was still appropriate "[b]ecause it's within my equitable jurisdiction." V.JA.49; *see also* p. 20, *supra*. That was legal error. The Superior Court may have general *power* to

award an injunction, but as the party litigant Zhou had the burden to prove, with specific evidence and arguments, how the requirements for injunctive relief are satisfied on the facts of this case. *Bos. Police Patrolmen's Ass'n*, 446 Mass. at 49 (preliminary injunctions); *Kenyon*, 320 Mass. at 534 (permanent injunctions); pp. 29-30, *supra*. Zhou did not even try to do that.

In response to questioning by the Superior Court at the May 8 hearing, Zhou's counsel could not describe how reinstatement had been adequately preserved and actually litigated. Instead, Zhou's counsel pointed back to Zhou's cursory requests for reinstatement in her complaints, and otherwise made vague assertions that Zhou had "asked the Court to do what's fair and just" and "to do what needed to be done." V.JA.51-52. That, of course, does not show that Zhou adequately preserved and proved entitlement to reinstatement. Zhou needed to build a record on this specific form of relief and prove that her request for it meets the criteria for issuing an injunction. She did not.

The "surprise and unfairness," *Slade*, 43 Mass. App. Ct. at 379, to Defendants from the Superior Court's decision to award Zhou relief she never actually pursued is obvious. Reinstatement is not an automatic remedy in a freeze-out case. The plaintiff still must show that reinstatement is the proper form of equitable relief on the particular facts of the case. And Massachusetts courts (like courts elsewhere) have concluded that reinstatement is *not* appropriate when the passage of time has

rendered it impractical or potentially dangerous to the company's well-being. See pp. 42-44, *infra*. Zhou never developed a record showing why the equities support reinstatement here.

Even worse, because Zhou never pressed for reinstatement before or during trial, Defendants were “effectively foreclosed from presenting any evidence on the very issue that turns out” to matter the most to their business. *Slade*, 43 Mass. App. Ct. at 379. “Had [Defendants] known that [Zhou] intended to seek such relief, [they] would have called additional witnesses or elicited additional testimony and would have prepared a defense to” a claim for reinstatement. *Peterson*, 806 F.3d at 341 (brackets in original omitted). And they could have made arguments from the existing trial record against reinstatement, for example pointing to Zhou's *own statement* in July 2018, in rejecting an offer to return to the company, that “I did not think that is feasible and asked you to be focus[ed] more on the resolution of moving forward.” I.JA.172. Defendants were thus “severely prejudiced” by the Superior Court's ordering reinstatement without giving them any opportunity to contest the issue. *Peterson*, 806 F.3d at 340.

Finally, it is important to note that, as a result of applicable standards of review, the prejudicial lack of notice to Defendants that reinstatement was on the table was not something that could be remedied after the reinstatement order already had entered. For example, when Defendants moved for reconsideration in the

Superior Court, they were up against the Business Litigation Session’s extremely stringent rules for reconsideration motions. And now on appeal, Defendants must argue that the reinstatement order was an abuse of discretion. Defendants were entitled to the opportunity to deal with this issue at trial, when *Zhou* bore the burden of proof. Zhou’s failure to actively litigate reinstatement, and the Superior Court’s decision to nonetheless impose the reinstatement order, unfairly robbed Defendants of that opportunity. The outcome was contrary to law and must be reversed.

C. Zhou previously has advanced a number of arguments to excuse her waiver. None have merit.

For example, Zhou told the Single Justice that the reinstatement order was not even her idea, arguing “it was *the Superior Court* that chose to craft this relief after hearing all the evidence at trial.” V.JA.109-110 (emphasis in original). That is exactly the problem. Zhou needed to develop a case for this remedy and present an argument for it, to which Defendants could then respond; the Superior Court could not just “craft” it after trial. Even though a trial court has general authority to grant appropriate remedies, a party is still “severely prejudiced” when the court grants relief on which no record was developed at trial. *Peterson*, 806 F.3d at 340 (rejecting arguments that district court’s general equitable powers permit granting injunctive relief that plaintiff had waived at trial). Zhou cannot escape the basic principle that a court “overstep[s] by granting relief not sought by the parties because under the

general principles of the adversary system, a party should not be granted relief that it did not request.” *Song v. Lemoine*, 334 A.3d 958, 964 (R.I. 2025) (cleaned up).

Zhou also has argued that the mention of reinstatement in her complaints was sufficient to preserve the issue. *E.g.*, V.JA.334. The very opposite is true. Zhou’s decision to mention reinstatement in her complaints but thereafter ignore it “show[s] that [she] understood” she could seek that relief but then “chose not to pursue it” and instead decided to focus entirely on other remedies. *Walker v. United States*, 134 F.4th 437, 446 (6th Cir. 2025). That conscious “redirection toward” other issues during the case and through trial shows a knowing “waiver” of reinstatement. *Id.* at 446-47. This is why courts repeatedly have held that a party waives a right to injunctive relief if the issue surfaces in the party’s papers but then goes unmentioned when the case is actually tried. *See Alexander*, 208 F.3d at 434 (injunction mentioned in complaint and pretrial statement was “waived by the failure of counsel to raise the issue of injunctive relief prior to the conclusion of trial”); *Imperial v. Suburban Hosp. Ass’n, Inc.*, 37 F.3d 1026, 1031 (4th Cir. 1994) (initial “prayer for injunctive relief” in complaint “was abandoned” when it “was never prosecuted” in the trial court). It was therefore especially “improper for the” Superior Court to “sua sponte” ignore that knowing waiver and award the very relief Zhou had abandoned. *Walker*, 134 F.4th at 447.

Zhou has argued that reinstatement was placed at issue because she “argued

explicitly at trial that she had a contractual right to run KnowledgeLink.” V.JA.335-36. This assertion is doubly wrong. First, the Superior Court expressly *rejected* Zhou’s breach-of-contract claim. IV.JA.217. Zhou cannot explain how the Superior Court could possibly award her injunctive relief based on a claim she did not prove. Second, even if Zhou *had* succeeded in proving breach of a contractual *right*, it would not follow that she necessarily proved reinstatement is an appropriate *remedy*. Specific performance is rarely granted as relief for breach of contract, because “[s]pecific performance requires findings that money damages are not an adequate remedy under the contract.” *Kennedy v. Commonwealth*, 92 Mass. App. Ct. 644, 650 n.8 (2018); *accord* Restatement (Second) of Contracts § 359. Zhou certainly never argued to the Superior Court that money damages were insufficient for her contract claim and that she needed specific performance in the form of reinstatement. Instead, Zhou focused her case on other forms of relief, principally money damages, and was awarded \$1.8 million in lost compensation for her termination. IV.JA.216(ADD110).

Zhou has argued too that reinstatement is appropriate because the Superior Court found she had an expectation of exercising control over KnowledgeLink, but that suffers from the same confusion of rights with remedies. V.JA.332-33, 340 Evidence and argument about a party’s reasonable *expectations* in July 2018 are not evidence and argument that, taking into account all the equities, reinstatement is the

appropriate *remedy* in 2025 for a purported frustration of those expectations.

If failing even to mention injunctive relief at any point in the buildup to and during trial does not show waiver of that remedy, it is hard to imagine what does. The Superior Court abused its discretion when it overlooked that waiver and issued an injunction Zhou failed to litigate through trial, much less prove was equitable. The reinstatement order should therefore be reversed.

II. The reinstatement order is contrary to established law.

Even if Zhou had not clearly waived any request for reinstatement, the Superior Court's decision to grant that relief would still be an abuse of discretion under settled precedent.

A. As a threshold matter, the Superior Court abused its discretion by failing to address the legal standard for equitable relief or to make any pertinent findings of fact.

In its initial April 9 post-trial decision, the Superior Court simply granted reinstatement without ever explaining why the equities justified that remedy. The court made no findings of fact concerning reinstatement, such as whether Zhou could work productively with the Defendants and other principals at KnowledgeLink, or whether she has the know-how required for immediately resuming management of an international business after a seven-year absence. Nor did the opinion identify the considerations for equitable relief or include any discussion of the equities in

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTIONS
No. 2384CV01294

MAY X. ZHOU¹

vs.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO & others²

SUPPLEMENTAL FINDINGS OF FACT AND CONCLUSIONS OF LAW,
IN DERIVATIVE ACTION REGARDING STATUTE OF LIMITATIONS

FINDINGS OF FACT

Based on the testimony, exhibits, stipulations, agreed facts, other credible evidence introduced at trial, and the reasonable inferences I draw therefrom, I find the following additional and supplemental facts on the issue of the statute of limitations regarding Shanghai Nuolin Business Consulting Co. Ltd. (Shanghai Nuolin).

In her second amended complaint (SAC) filed on June 26, 2019 in Case No. 1884CV02607-BLS2, plaintiff May Zhou (Zhou) alleged that XinWei "Christine" Lin (Lin) and Jianxin "Steven" Gao (Gao) "set up Shanghai Nuolin to collect tuition and other funds from KnowledgeLink's China operations" without Zhou's knowledge and consent, that it was wholly owned by Gao, and that she, as a KnowledgeLink shareholder had no control over funds received by KnowledgeLink. She alleged that

¹ As shareholder and on behalf of Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc.

² Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. as derivative defendants. Derivative claims against Cambridge Institute of Business Research, Inc. were dismissed.

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she was not aware whether KnowledgeLink had received any funds from Shanghai Nuolin. Lin and Gao denied those allegations.

Zhou filed this derivative case more than three years later, on June 6, 2023. The allegations in the derivative complaint include that Lin and Gao established Shanghai Nuolin, it was wholly owned by Gao to “collect tuition from KnowledgeLink’s partner schools,” Gao through Shanghai Nuolin collected funds, and “Shanghai Nuolin has not sent any of those funds to KL.”

Prior to filing the derivative case, and prior to the trial of this matter, Zhou did not have actual knowledge of KnowledgeLink’s harm from the formation, ownership structure, and use of Shanghai Nuolin. As of June 2019, Zhou was aware only of the existence of Shanghai Nuolin and that it was wholly owned by Gao, but she had no information about the financial arrangements between KnowledgeLink and Shanghai Nuolin and those arrangements or lack thereof – i.e., that Shanghai Nuolin charged thirty-five percent fee and had failed to remit funds to KnowledgeLink.

I reasonably infer and find, given that she was terminated from her employment and her position on the Board of KnowledgeLink, that Zhou was not aware until trial that Shanghai Nuolin did not remit funds it had collected back to KnowledgeLink but kept all or nearly all the funds it received in China. I do not credit Gao’s testimony that there was an impediment to transferring money to KnowledgeLink, particularly where the other Chinese entities were able to do so. Zhou had no knowledge until the trial that Gao, through Shanghai Nuolin, received a thirty-five percent service fee, or that Shanghai Nuolin’s profit was accounted for only on Lin and Gao’s personal tax returns.

Finally, Zhou was not aware until trial that the accounting and financial officers of KnowledgeLink, Carl Blanchard, Craig Gainsboro, and Kai Chuang were never privy to the financial documents or bank records of Shanghai Nuolin. From that latter finding, I reasonably infer and find that Lin and Gao deliberately kept financial

information about Shanghai Nuolin secret from the financial personnel working for KnowledgeLink.

RULINGS OF LAW

I. Applicable Law

"A shareholder derivative action for breach of fiduciary duty through diversion of corporate opportunities and self-dealing sounds in tort" and, "[u]nless otherwise provided, tort actions must be commenced within three years after the cause of action accrues. Demoulas v. Demoulas Super Markets, Inc., 424 Mass. 501, 517, citing G.L. c. 260, § 2A. In these circumstances a cause of action does not accrue until the shareholder has actual knowledge. Id. at 518 ("[A] cause of action does not accrue until the trustee repudiates the trust *and* the beneficiary has actual knowledge of that repudiation.")

"When a defendant fraudulently conceals a cause of action from the knowledge of a plaintiff, the statute of limitations is tolled under G.L. c. 260, § 12, for the period prior to the plaintiff's discovery of the cause of action." Id. at 519. Further, "[w]here a fiduciary relationship exists, the failure adequately to disclose the facts that would give rise to knowledge of a cause of action constitutes fraudulent conduct and is equivalent to fraudulent concealment for purposes of applying § 12." Id., citing Puritan Medical Ctr., Inc. v. Cashman, 413 Mass. 167, 175–176 (1992), and cases cited (fraudulent concealment under § 12 includes both affirmative acts done with intent to deceive, and breach of a fiduciary duty of full disclosure); Stetson v. French, 321 Mass. 195, 199 (1947) ("mere failure to reveal may be fraudulent where there is a duty to reveal"); Burns v. Massachusetts Inst. of Technology, 394 F.2d 416, 419 (1st Cir.1968) (even in the absence of express trust, where fiduciary relationship arises from one party's repose of trust and confidence in another, breach of resulting duty of disclosure is substitute for active fraud normally required to constitute fraudulent concealment under § 12).

Thus, “[a]n actual knowledge standard applies to a plaintiff who argues that a breach of fiduciary duty of disclosure constitutes fraudulent concealment under G.L. c. 260, § 12. Such a plaintiff need only show that the facts on which the cause of action is based were not disclosed to him by the fiduciary.” Id.

The “statute of limitations does not begin to toll once a plaintiff gains knowledge of any wrongdoing by the fiduciary, but, rather, begins only once the plaintiff gains knowledge of the particular harm forming the basis for his or her claim.” Tocci v. Tocci, 490 Mass. 1, 12–13 (2022) (emphasis in original); see also Doe v. Harbor Schs., Inc., 446 Mass. 245, 255 (2006) (“Mere suspicion or mere knowledge that the fiduciary has acted improperly does not amount to actual knowledge that the plaintiff has suffered harm.”). “Constructive knowledge is irrelevant; “[o]nly when the beneficiary’s harm at the fiduciary’s hands has ‘come home’ to the beneficiary does the limitations clock begin to run.” Id. (citation omitted).

II. Analysis

For the reasons stated in the April 9, 2025 Findings of Fact, Conclusions of Law, and Order of Judgment, I held that Zhou met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink when they established Shanghai Nuolin as Gao’s wholly owned entity which charged a thirty percent fee to KnowledgeLink for its services.

I further find that Zhou did not have actual knowledge of the harm to KnowledgeLink – because of the 35% fee that benefitted only Gao or the failure to remit funds to KnowledgeLink – in June 2019 or any time prior to June 2020 or March 17, 2020.³ The claim relating to Shanghai Nuolin is, therefore, not barred by the statute of limitations.

³ The earlier date accounts for tolling due to the COVID 19 pandemic.

ORDER

Judgment in this case which entered on September 2, 2025 stands and shall not be amended or set aside.

SO ORDERED:

/S/ Debra Squires-Lee

Debra A. Squires-Lee

Justice of the Superior Court

December 30 2025

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
No. 2384CV01294-BLS2

MAY X. ZHOU¹

vs.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO & others²

**DECISION AND ORDER ON DEFENDANTS' COMBINED RULE 52(B) AND RULE
59(E) MOTION TO AMEND THE COURT'S FINDINGS AND JUDGMENT**

XinWei "Christine" Lin (Lin) and Jianxin "Steven" Gao (Gao) move pursuant to Mass Rule Civ. P. 52(b) and 59(e) and ask me to alter or amend my Findings of Fact, Conclusions of Law, and Order of Judgment (Findings) and issue an Amended and Restated Order for Judgment in this derivative action brought by May Zhou (Zhou).

After trial, in this derivative case, I found for Zhou against Lin and Gao holding that Zhou "met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink when they established [Shanghai Nuolin Business Consulting Co. Ltd. ("Shanghai Nuolin")] as Gao's wholly owned entity which charged a thirty percent fee to KnowledgeLink for its services." Lin and Gao argue that conclusion was erroneous because Zhou's derivative claims related to Shanghai Nuolin were barred by the three-year statute of limitations.

¹ As shareholder and on behalf of Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. All derivative claims relating to Cambridge Institute of Business Research, Inc. (CIBR) were dismissed for failure to make proper demand.

² Cambridge Institute of Business Research, Inc. and KnowledgeLink Group, Inc. as derivative defendants

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After review, I am persuaded that there were insufficient findings and rulings regarding the statute of limitations defense such that the Motion is allowed to the extent that I will issue supplemental findings and rulings on the statute of limitations defense. The Motion is otherwise denied and, because I do not conclude that the derivative claim relating to Shanghai Nuolin is time barred, the Judgment will not be amended or set aside.

DISCUSSION

I. Relevant Findings and Conclusions

The findings most relevant to the issue presented here are as follows:

Between 2009 and 2015, approximately fifteen additional entities were formed that comprised the “Cambridge Network,” including an umbrella organization, the Cambridge Institute of International Education (CIIE). Many of the entities focused on ancillary or associated aspects of the CIBR business model, such as housing for the Chinese students. The ownership interest in all the additional entities – including CIIE – was the same. Zhou had a thirty percent ownership interest and Lin (and Gao) held a seventy percent interest.

KnowledgeLink was formed in 2013. . . . As with all the Cambridge Network companies, Lin and Zhou owned KnowledgeLink in the same percentage – Lin owned seventy percent and Zhou owned thirty percent.

To conduct business in China and employ and work with Chinese nationals, the parties formed “unofficial” Chinese subsidiaries of the Cambridge Network. Often, the entities were owned by friends, classmates, or relatives of Lin, Gao, and / or Zhou. These “unofficial entities” include Beijing Meihuida Education Consulting Co., Ltd (Beijing Meihuida), Shanghai Tuohui Business Consulting Co., Ltd (Shanghai Tuohui), and numerous others. Anna Ge (Ge) appears to have managed the Chinese unofficial subsidiaries, and she reported to Chuang, who reported directly to Lin.

Gao established the first of these entities. At that time, he informed Zhou that it was hard to establish U.S. subsidiaries in China and that all the unofficial subsidiaries were held by individuals he knew and trusted and that the entities were held on behalf of CIBR and / or CIIE. Gao told Zhou that, although his friends held the entities on Gao’s behalf, he guaranteed Zhou’s ownership in those entities at the same percentage as her ownership in CIBR.

No evidence was provided to establish that the Boards of CIBR, KnowledgeLink,

or any other Cambridge Network entity approved the establishment of any of the unofficial Chinese subsidiaries and I find that these entities were established without official Board approval.

Shanghai Tuohui was one of the unofficial Chinese subsidiaries established to facilitate the Cambridge Network's Chinese operations. Gao held thirty-five percent of the shares, Lin's friend held thirty-five percent of the shares for Lin's benefit, and Ge held thirty percent of the shares for Zhou's benefit. It was not wholly owned by any U.S. Cambridge Network entity. After KnowledgeLink was formed, Zhou, with the knowledge of Lin and Gao, used Shanghai Tuohui to collect tuition payments made in China from KnowledgeLink's partner schools.

On March 18, 2018 [after disputes arose regarding KLChina and Frank Zhou], KnowledgeLink held another special board meeting. . . . Gao and Lin, with Zhou objecting and abstaining, passed a motion directing Zhou to restore KL China's "shareholders rights and interest" by transferring KL China's assets to an existing unofficial subsidiary, Shanghai Tuohui.

On July 24, 2018 [after Zhou's termination], Lin also instructed all KnowledgeLink's Chinese partner schools to submit tuition for 2018 to KnowledgeLink or to Shanghai Nuolin. Lin and Gao established Shanghai Nuolin on July 27, 2018. It provided services, including marketing and sales, student recruitment, and brand building for the Cambridge Network companies and KnowledgeLink. Although purportedly established for the benefit of KnowledgeLink, Shanghai Nuolin is not a KnowledgeLink subsidiary but is wholly owned by Gao.

Shanghai Nuolin charged KnowledgeLink a thirty-five percent fee. Gao denied that Zhou, as a thirty percent owner of KnowledgeLink, was entitled to any share of the profit of Shanghai Nuolin. KnowledgeLink's tax accountant, Carl Blanchard, accounted for Shanghai Nuolin profit on Lin and Gao's individual tax returns, not KnowledgeLink's. I do not credit Gao's testimony that Zhou's interest in Shanghai Nuolin flowed through KnowledgeLink and no evidence was presented showing that Shanghai Nuolin's retained earnings were reflected on KnowledgeLink's books and records. Sometime in 2018 or 2019, Lin informed Chuang, then the global controller, that he was not permitted to look at the Shanghai Nuolin bank records.

The majority of KnowledgeLink's partner schools paid Shanghai Nuolin the tuition collected for the 2018-2019 school year.

As of May 20, 2019, Shanghai Nuolin held \$4.5 million on KnowledgeLink's behalf.

From those facts, I concluded that Zhou met her burden to prove that Lin and Gao diverted corporate opportunities and breached their duty of loyalty to KnowledgeLink when they established Shanghai Nuolin as Gao's wholly owned entity which charged a thirty-five percent fee to KnowledgeLink for its services. Because I found that Zhou had not proved damages from the formation and operation of Shanghai Nuolin, I ordered Lin and Gao to provide Zhou "a complete forensic financial accounting" of Shanghai Nuolin "from the date of its founding to the present."

II. Parties' Arguments

A. Lin and Gao's Arguments

A shareholder derivative action for breach of fiduciary duty through diversion of corporate opportunities and self-dealing sounds in tort" and, "[u]nless otherwise provided, tort actions must be commenced within three years after the cause of action accrues." Demoulas v. Demoulas Super Mkts., Inc., 424 Mass. 501, 517 (1997), citing G.L. c. 260, § 2A. Lin and Gao concede that, in these circumstances, "a cause of action does not accrue until the trustee repudiates the trust *and* the beneficiary has actual knowledge of that repudiation." Id. at 518. Thus, "[w]hen a defendant fraudulently conceals a cause of action from the knowledge of a plaintiff, the statute of limitations is tolled under G.L. c. 260, § 12, for the period prior to the plaintiff's discovery of the cause of action." Id. at 519.

Further, as the Demoulas Court held, "[w]here a fiduciary relationship exists, the failure adequately to disclose the facts that would give rise to knowledge of a cause of action constitutes fraudulent conduct and is equivalent to fraudulent concealment for purposes of applying § 12." Id., citing Puritan Med. Ctr., Inc. v. Cashman, 413 Mass. 167, 175-176 (1992), and cases cited therein (fraudulent concealment under § 12 includes both affirmative acts done with intent to deceive, and breach of a fiduciary duty of full disclosure); Stetson v. French, 321 Mass. 195, 199 (1947) ("mere failure to reveal may be fraudulent where there is a duty to reveal"); Burns v. Massachusetts Inst. of Tech., 394

F.2d 416, 419 (1st Cir. 1968) (even in the absence of express trust, where fiduciary relationship arises from one party's repose of trust and confidence in another, breach of resulting duty of disclosure is substitute for active fraud normally required to constitute fraudulent concealment under § 12). Thus, "[a]n actual knowledge standard applies to a plaintiff who argues that a breach of fiduciary duty of disclosure constitutes fraudulent concealment under G.L. c. 260, § 12. Such a plaintiff need only show that the facts on which the cause of action is based were not disclosed to him by the fiduciary." Demoulas, 424 Mass. at 519, citing Puritan Med. Ctr., 413 Mass. at 176-177.

Based on that law, Lin and Gao argue that the derivative claim with respect to Shanghai Nuolin was time barred. They base their argument on certain allegations in Zhou's second amended complaint (SAC) filed on June 26, 2019 in Zhou's direct case against Lin and Gao, Case No. 1884CV02607-BLS2. In the SAC, Zhou alleged that Lin and Gao "set up Shanghai Nuolin to collect tuition and other funds from KnowledgeLink's China operations" without Zhou's knowledge and consent, that, on information and belief, it was wholly owned by Gao, and that she, as a KnowledgeLink shareholder had no control over funds received by KnowledgeLink. She indicated that she was not aware whether KnowledgeLink had received any funds. Lin and Gao denied those allegations.

Lin and Gao argue that based on those allegations the dispositive facts regarding actual knowledge are straightforward and were known more than three years before Zhou filed this derivative case. Specifically, Zhou knew about Shanghai Nuolin and that it was collecting funds from KnowledgeLink's China operations, knew it was wholly owned by Gao, and knew that she had "no control over funds received by KnowledgeLink (if at all) from Shanghai Nuolin."

B. Zhou's Arguments

Zhou filed this derivative case more than three years later. The allegations in the derivative complaint include that Lin and Gao created Shanghai Nuolin, it was wholly owned by Gao to "collect tuition from KnowledgeLink's partner schools," and "Shanghai Nuolin *has not sent any of those funds to KL.*" (Emphasis added). The latter assertion was not made in Zhou's SAC. Thus, Zhou disputes she had actual knowledge such that the limitations period began to run prior to the filing of the derivative complaint because she did not have knowledge of harm – i.e., KnowledgeLink was not receiving money from Shanghai Nuolin. Neither Complaint alleged anything about the large, thirty-five percent fee Gao was charging KnowledgeLink.

As the Supreme Judicial Court (SJC) has held, the "statute of limitations does not begin to toll once a plaintiff gains knowledge of any wrongdoing by the fiduciary, but, rather, begins only once the plaintiff gains knowledge of the particular harm forming the basis for his or her claim." Tocci v. Tocci, 490 Mass. 1, 12-13 (2022) (emphasis in original). See Doe v. Harbor Schs., Inc., 446 Mass. 245, 255 (2006) ("Mere suspicion or mere knowledge that the fiduciary has acted improperly does not amount to actual knowledge that the plaintiff has suffered harm."). "Constructive knowledge is irrelevant; '[o]nly when the beneficiary's harm at the fiduciary's hands has come home to the beneficiary does the limitations clock begin to run.'" Tocci, 490 Mass. at 13, quoting Doe, 446 Mass. at 255 (additional quotations omitted).

Zhou also argues that, even if she did have actual knowledge, the adverse domination doctrine tolled the statute of limitations because Lin and Gao fully controlled KnowledgeLink's Board – having expelled Zhou from the Board in August 2018. the SJC adopted the adverse domination doctrine in Aiello v. Aiello, 447 Mass. 388, 401-402 (2006). Under that doctrine, "the statute of limitations should toll only where a plaintiff can show that the culpable directors (or officers) completely and exclusively controlled the corporation." Id. at 404.

III. Analysis

I do not agree that the adverse domination doctrine applies here. That doctrine does not apply where an informed “shareholder . . . can induce herself (as a representative of the corporation) to sue.” Aiello, 447 Mass. at 405-406. With actual knowledge, Zhou showed that she could induce herself to sue on behalf of KnowledgeLink. She did so.

I am persuaded, however, that Zhou did not have actual knowledge of KnowledgeLink’s harm from the formation, ownership structure, and use of Shanghai Nuolin prior to filing the derivative action, and did not have full knowledge of all the harm the Company suffered, until the trial of this matter. I conclude that, as of June 2019, when she filed the SAC, Zhou was aware of the existence of Shanghai Nuolin and that it was wholly owned by Gao, but she had no information about the financial arrangements or lack thereof between KnowledgeLink and Shanghai Nuolin – i.e, the thirty-five percent fee and failure to remit funds to KnowledgeLink – which constitute the harm to KnowledgeLink from Lin and Gao’s diversion and self-dealing.

The key distinction in the allegations Zhou made here in the derivative case, as opposed to the previously filed SAC, was that “Shanghai Nuolin has not sent any of those funds to [KnowledgeLink].” Therein lies evidence of the knowledge of harm and Lin and Gao point to no evidence that Zhou knew that Shanghai Nuolin was not sending funds received from Chinese partner schools to KnowledgeLink anytime prior to when she filed the derivative case.

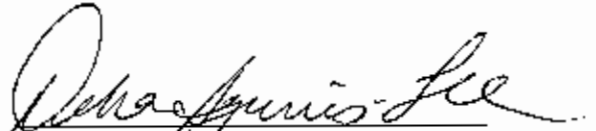
Further, the credible evidence at the trial established that Shanghai Nuolin did not send money back to KnowledgeLink but kept all or nearly all the funds it received in China. I do not credit Gao’s testimony that there was an impediment to transferring money to KnowledgeLink, particularly where the other Chinese entities were able to do so. I also find that Zhou had no knowledge until the trial that Gao, through his wholly owned company Shanghai Nuolin, received a thirty-five percent service fee, or that

Shanghai Nuolin's profit was accounted for only on Lin and Gao's personal tax returns. Finally, I find that Carl Blanchard, Craig Gainsboro, and Kai Chuang were never privy to the financial documents or bank records of Shanghai Nuolin from which I infer that Lin and Gao kept financial information about Shanghai Nuolin secret from the financial personnel working for KnowledgeLink.

ORDER

For the above stated reasons, and because I agree that additional findings and conclusions are necessary for the proper consideration of any appeal of this matter, the motion is **ALLOWED** to the extent I will issue same. The motion is **DENIED** to the extent Defendants seek findings that the derivative claim as to Shanghai Nuolin was time-barred.

SO ORDERED:


Debra A. Squires-Lee
Justice of the Superior Court

December 30, 2025

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTIONS
No. 1884CV02607-BLS2

MAY X. ZHOU

vs.XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAODECISION AND ORDER ON EMERGENCY MOTION OF CHRISTINE LIN AND
STEVEN GAO (1) FOR DISCOVERY CONCERNING MAY ZHOU'S TESTIMONY
AT THE SEPTEMBER 18, 2025 FRANK ZHOU CRIMINAL TRIAL AND
(2) TO STAY ENTRY OF FINAL JUDGMENT PENDING DISCOVERY
OF ALL MATERIAL FACTS

On April 9, 2025, after a twenty-four day trial at which sixteen witnesses testified and 318 exhibits were admitted into evidence, I issued findings of fact, conclusions of law, and an order for judgment in three consolidated cases, one of which was the instant direct case brought by May Zhou (Zhou) against Xinwei "Christine" Lin (Lin) and Jianxin "Steven" Gao (Gao) (together Defendants). The claims arose, in part, from Zhou's 2018 ouster from her position as Chief Executive Officer and President of KnowledgeLink Group, Inc. (KnowledgeLink) and from her position as a member of the Boards of Directors of KnowledgeLink and its related "Cambridge Network" entities. Zhou is a thirty percent owner of KnowledgeLink and the affiliated entities.

After careful consideration of the evidence, including the credibility of the witnesses, I found that Zhou met her burden of proof on her claims of breach of fiduciary duty, aiding and abetting breach of fiduciary duty, civil conspiracy, and defamation. I ordered entry of judgment for Zhou for damages in the amount of

\$3,520,000 (three million, five hundred and twenty thousand dollars). I also ordered that Zhou be reinstated as President, Chief Executive, and Chief Operating Officer of KnowledgeLink and restored to the Boards of KnowledgeLink and all other Cambridge Network companies of which she is a thirty percent owner. After certain interlocutory appeals, Zhou was eventually reinstated to her corporate and board positions.

On May 9, 2025, persuaded that Zhou, Lin, and Gao continue to exhibit *unceasing rancor*, and likely would have difficulty managing the entities they co-own, I issued an Amended and Restated Order for Judgment requiring the parties to identify and locate two independent directors to serve with Zhou, Lin, and Gao on the Boards of KnowledgeLink and the other entities. I appointed two independent directors on November 13, 2025.

On October 14, 2025, prior to my appointment of the independent directors, Defendants filed the instant emergency motion seeking discovery and a stay of entry of judgment (Motion). Lin and Gao seek discovery in support of a forthcoming Mass. R. Civ. P. 52(b) Motion to Amend Findings and Judgment and Mass. R. Civ. P. 59(a) Motion for New Trial. Defendants argue that, on September 18, 2025, Zhou testified in China at the re-opened criminal trial of Frank Zhou. Defendants argue that this alleged newly discovered evidence – both the fact of and the substance of Zhou’s testimony – “go to the heart of Lin and Gao’s defenses,” “bears on Zhou’s credibility,” evinces a conspiracy such that Frank Zhou’s hearsay statements should have been admitted at trial, and is material to my reinstatement order.

After a transcript of Zhou’s testimony in the criminal trial was obtained, Defendants submitted a supplemental memorandum of law detailing the asserted inconsistencies between her testimony in China and in the trial of this matter. Zhou has opposed the Motion. Both parties have submitted comprehensive affidavits. After review, I conclude that no hearing is necessary, and for the foregoing reasons, the Motion is **DENIED**. Judgment shall enter promptly.

BACKGROUND

The procedural history is detailed above. Relevant to the issues here, I have been presented with the following information. Junyi Chen (Attorney Chen), a Chinese lawyer representing Chongqing KnowledgeLink Business Information Consulting Co., Ltd. (KL China or Chongqing Nuolin), avers via affidavit that, on May 7, 2025, an indictment issued in China against Frank Zhou for embezzling money from KL China. Attorney Chen avers further that, on September 18, 2025, Attorney Chen attended a court session of the trial at which Zhou testified, although she was not called as a witness by the prosecutor.

Jianbo Li (Attorney Li), a Chinese lawyer hired by Zhou, also submitted an affidavit. Attorney Li reviewed court records relating to a pretrial conference held on June 25, 2025 in Frank Zhou's criminal case. According to Attorney Li, Attorney Chen was present at the pretrial conference as KL China's counsel (also called the victim entity). At the conference, in response to the Judge's question about whether the parties requested witnesses, counsel for KL China responded, "We request that Ms. May Zhou and Ms. Zhao Juanjuan appear as witnesses." Counsel for Frank Zhou also requested Zhou be called as a witness. The prosecutor stated that the prosecution did not believe Zhou's appearance was necessary. Attorney Chen signed the confirmed pretrial conference record.

Neither Attorney Chen's affidavit, nor the affidavits of Lin and Gao submitted in support of the Motion reference the June 2025 pre-trial conference or the fact that KL China's counsel requested Zhou's testimony. Gao avers that he and Lin hired Attorney Chen to represent KnowledgeLink and KL China. Based on Attorney Chen's attendance at the pretrial conference, I reasonably infer that Lin and Gao knew Zhou had been requested to be a witness and knew of the September 18, 2025 trial date.

On September 8, 2025, the Chongqing Yuzhong District People's Court issued a Summons to Zhou for her to appear as a witness at 10:00 on September 18, 2025. Zhou

submitted an affidavit in opposition to the Motion stating that she travelled to China to reconnect with KnowledgeLink business contacts and visit her sick mother. She avers that she did not know Frank Zhou's trial was scheduled to take place on September 18, 2025. Zhou asserts that, when she landed, she received a call from the judge about appearing to testify but that she was not served with the Summons. I cannot credit or discredit the testimony that Zhou received a call from the judge.¹ Zhou testified before the criminal court. I have been provided a certified translated copy of her testimony which I have reviewed. The parties hotly contest the consistency or inconsistency in that testimony vis-a-vis Zhou's testimony at trial in this matter.

Defendants now ask that I allow discovery including (i) "a Rule 34 request for all documents and ESI constituting or relating to Zhou's September 18, 2025 testimony and all communications regarding same"; (ii) Zhou's deposition; and (iii) reasonable additional discovery. They argue the discovery is necessary to support their forthcoming Rule 52 and Rule 59 motions. They also seek a stay of entry of judgment.

DISCUSSION

"A party seeking postjudgment relief on grounds of newly discovered evidence . . . must satisfy four requirements: (1) the evidence has been discovered since the trial; (2) the evidence could not by due diligence have been discovered earlier by the movant; (3) the evidence is not merely cumulative or impeaching; and (4) the evidence is of such a nature that it would probably change the result were a new trial to be granted."

Cahaly v. Benistar Prop. Exch. Tr. Co., 451 Mass. 343, 361 (2008) (quotation omitted).²

¹ Such a communication would not occur in the Commonwealth, but I have no information about whether such conduct was permitted, typical, or unusual in China.

² Although Cahaly was brought pursuant to Mass. R. Civ. P. 60, "[r]elief on the basis of newly discovered evidence under either rule 59 or rule 60(b)(2) requires the same showing." Mitchell v. Mitchell, 62 Mass. App. Ct. 769, 775 (2005), citing Cullen Enters., Inc. v. Massachusetts Prop. Ins. Underwriting Ass'n, 399 Mass. 886, 894 n. 17 (1987); VanAlstyne v. Whalen, 15 Mass. App. Ct. 340, 347, 349 n. 3 (1983); Smith & Zobel, Rules

"It is settled that 'a new trial will not ordinarily be granted on the ground of newly-discovered evidence which goes only to impeach the credit of a witness at trial.'" Mitchell v. Mitchell, 62 Mass. App. Ct. 769, 776 (2005), quoting DeLuca v. Boston Elev. Ry., 312 Mass. 495, 500 (1942). Accord Hsu v. Hsu, 101 Mass. App. Ct. 1105, 2022 WL 1493470 (May 12, 2022) (Rule 23.0) (same).

Further, posttrial events do not qualify as newly discovered evidence. "If . . . the evidence did not even ~~come~~ into existence until after the original trial, the party does not qualify for Rule 60(b)(2) relief. This is so, even though, strictly speaking, no amount of due diligence could have discovered the evidence in time for use at the trial." Smith & Zobel, Rules Practice § 60.8 (2007). See Vanalstyne v. Whalen, 15 Mass. App. Ct. 340, 347 (1983) ("It is . . . settled practice that the phrase 'newly discovered evidence' refers to evidence *in existence at the time of trial* but of which the moving party was excusably ignorant." [emphasis added, other alterations in original]), quoting Brown v. Pennsylvania R.R. Co., 282 F.2d 522 (3d Cir.1960), cert. denied, 365 U.S. 818 (1961). Accord Commonwealth v. Hernandez, 481 Mass. 189, 196 (2019) ("Because th[e] information *concerned an event that occurred prior to trial*, but was discovered posttrial, it may fairly be considered as newly available evidence." [emphasis added]); Commonwealth v. Freeman, 442 Mass. 779, 790 (2004) (plea deal finalized after witness's testimony held not to be newly discovered evidence); Commonwealth v. Stewart, 422 Mass. 385, 389 (1996) (posttrial polygraph test results held not to be newly discovered evidence).

Finally, as the Supreme Judicial Court (SJC) cautioned more than a century ago:

The mischief naturally flowing from retrials based upon the discovery of alleged new evidence leads to the establishment of a somewhat stringent practice against granting such motions unless upon a survey of the whole case a miscarriage of justice is likely to result if a new trial is denied. This is the fundamental test, in aid of which most if not all the rules upon the matter from time to time alluded

Practice § 59.5 (1977 & Supp. 2003).

to have been formulated. Ease in obtaining new trials would offer temptations to the securing of fresh evidence to supply former deficiencies. But courts cannot close 'their eyes to injustice on account of facility of abuse.' Nevertheless, most critical scrutiny must be given to the kind of evidence offered in support of the motion, to the sources from which it comes, and the circumstances under which it is produced.

Berggren v. Mutual Life Ins. Co. of New York, 231 Mass. 173, 177 (1918). And, as the Appeals Court has subsequently cautioned, "[w]e think the admonitions just summarized will cause trial judges to look gimlet-eyed at the proffered new evidence and to reject most attempts to reopen the case." Vanalstyne, 15 Mass. App. Ct. at 52.

Here, the posttrial events known to Defendants and on which they seek discovery and a stay of entry of judgment does not qualify as new evidence. Zhou's September 2025 testimony took place five months after I issued my findings and rulings, and approximately ten months after the trial was completed. In addition, it is evident to me that Defendants will argue principally that the testimony is impeaching as to Zhou and should cause me to reconsider my credibility determinations as well as my reinstatement order. But, newly discovered impeachment evidence is not the type of new evidence that would warrant amending findings or a new trial. "[A] new trial will not ordinarily be granted on the ground of newly-discovered evidence which goes only to impeach the credit of a witness at the trial." DeLuca, 312 Mass. at 500.

And, to the extent the evidence purports to show that Zhou is disloyal to KnowledgeLink and should be considered in the context of my order requiring reinstatement, Defendants' argument has absolutely no limiting principle. Anything Zhou says or does hereinafter that Lin and Gao believe displays disloyalty cannot be grist for a new trial motion asking me to reconsider the equitable relief I awarded. Moreover, I was persuaded that the enmity between these parties necessitated the appointment of two independent Board members. That appointment has occurred, and I am confident the newly constituted Board is capable of managing the affairs of

KnowledgeLink including any issues concerning KL China and the criminal case against Frank Zhou. See G. L. c. 156D, § 8.01(b) (“All corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors, subject to any limitation set forth in the articles of organization or in [a shareholder’s agreement]”).

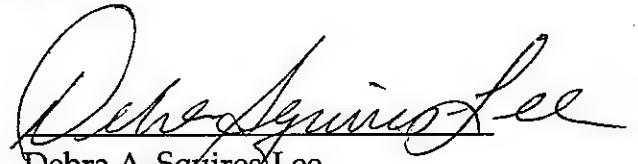
The cases to which Defendants cite regarding allowing discovery relevant to newly discovered evidence do not persuade me. Specifically, Wojcicki v. Caragher, No. 000124, 2004 WL 3120099 (Mass. Super. Nov. 16, 2004) (Kottmyer, J.), vacated on other grounds, 447 Mass. 200 (2006) involved an expert witness who, the trial court held, had intentionally testified falsely at trial but was discovered only after trial. Id. at *8. I have reviewed Zhou’s testimony from Frank Zhou’s criminal trial and do not discern anything that would support the assertion that Zhou testified falsely (intentionally or otherwise) at the trial of this matter. At most, one could argue, as Defendants have, that there are certain inconsistencies – which could have been explored at trial to challenge Zhou’s credibility.³ Likewise, Torrance Van & Storage Co. v. Lyman St. Dev. Realty Tr., No. 011221B, 2006 WL 2848669 (Mass. Super. Aug. 15, 2006) (MacDonald, J.) involved egregious circumstances not present here. There, the Court allowed posttrial discovery “upon a clear finding that a fraud on the Court appears to have been perpetrated by the Interested Party . . . by his knowingly facilitating the conveyance of the real estate that was the subject of [a Court order].” Id. at *1. No similar circumstances are present here.

³ For her part, in her opposition, Zhou identifies the bases on which she would argue the responses are not contradictory.

ORDER

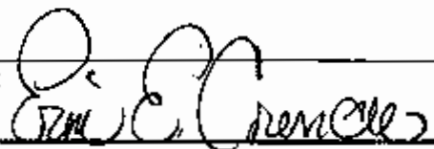
For the above stated reasons, the Emergency Motion of Christine Lin and Steven Gao (1) For Discovery Concerning May Zhou's Testimony at the September 18, 2025 Frank Zhou Criminal Trial, and (2) to Stay Entry of Final Judgment Pending Discovery of All Material Facts is **DENIED**. Plaintiff's request for fees in connection with the Motion is likewise **DENIED**.

The Clerk will kindly enter judgment in this matter.


Debra A. Squires-Lee
Justice of the Superior Court

December 30, 2025

3602

JUDGMENT		Trial Court of Massachusetts The Superior Court	
DOCKET NUMBER	1884CV02607	John E Powers, III Suffolk County Civil	
CASE NAME	Zhou, May X vs. Lin, Xinwei et al	COURT NAME & ADDRESS Suffolk County Superior Court - Civil Suffolk County Courthouse, 12th Floor Three Pemberton Square Boston, MA 02108	
This action came before the Court, Hon. Debra A Squires-Lee, presiding, and upon consideration thereof, It is ORDERED and ADJUDGED: Judgment is entered for Plaintiff May X. Zhou and against Defendants Xinwei (Christine) Lin and Jianxin (Steven) Gao in the amount of \$2,520,000 for breach of fiduciary duty, aiding and abetting breach of fiduciary duty and civil conspiracy, and in the amount of \$1,000,000 for defamation, for a total of \$3,520,000, of which \$2,800,000 is subject to statutory prejudgment interest of 12% in the amount of \$2,479,870.40. Plaintiff May X. Zhou shall recover from Defendants Xinwei (Christine) Lin and Jianxin (Steven) Gao Judgment in the total amount of \$5,999,870.40. It is further ORDERED and ADJUDGED: Xinwei (Christine) Lin and Jianxin (Steven) Gao shall reinstate May X. Zhou as the President, Chief Executive, and Chief Operating Officer of KnowledgeLink with all the usual and customary rights and obligations of those positions and a commensurate salary based on revenue and an examination of comparable salaries for similar companies. Further, Xinwei (Christine) Lin and Jianxin (Steven) Gao shall restore May X. Zhou to the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which she is a thirty percent owner. Further, the parties shall work cooperatively and diligently to identify and locate two independent directors to serve with Xinwei (Christine) Lin, Jianxin (Steven) Gao, and May X. Zhou on the Boards of KnowledgeLink, CIBR, and all other Cambridge Network companies of which May X. Zhou is a thirty percent owner. JUDGMENT ENTERED ON DOCKET <u>JAN 5 2026</u> PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 55(a) AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO- VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS Noted sent 1-5-26			
DATE JUDGMENT ENTERED	01/02/2026	CLERK OF COURTS/ASST. CLERK	

Date/Time Printed: 01-02-2026 11:39:18

SCV131: 05/2016

CD

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
DEPT. OF THE TRIAL COURT

MAY X. ZHOU, as Shareholder of, and on
behalf of CAMBRIDGE INSTITUTE
OF BUSINESS RESEARCH, INC. and
KNOWLEDGELINK GROUP, INC.,
Plaintiff,
v.
XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,
Defendants, and
CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC., and KNOWLEDGELINK
GROUP, INC.,
Derivative Defendants.

Civil Action No. 2384CV01294-BLS2

CHRISTINE LIN AND STEVEN GAO'S NOTICE OF APPEAL

Please take notice that, pursuant to Rules 3 and 4 of the Massachusetts Rules of Appellate Procedure, Defendants Christine Lin and Steven Gao hereby appeal to the Massachusetts Appeals Court from the September 2, 2025 judgment (No. 2384CV01294-BLS2, Dkt. No. 15) and all interlocutory decisions and orders subsidiary thereto and subsumed therein, including, but not limited to:

1. The April 10, 2025 findings of fact, conclusions of law, and order of judgment (No. 1884CV02607-BLS2, Dkt. No. 297).
2. The May 12, 2025 amended and restated order for judgment (No. 1884CV02607-BLS2, Dkt. No. 301).

Defendants further appeal from:

3. The January 5, 2026 supplemental findings of fact and conclusions of law (No. 2384CV01294-BLS2, Dkt. No. 24).

4. The January 5, 2026 decision and order on Defendants' combined Rule 52(b) and 59(c) motion to amend the Court's findings and judgment (No. 2384CV01294-BLS2, Dkt. No. 25).

Dated: January 9, 2026

Respectfully submitted,

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,

By their attorneys.

/s/ T. Christopher Donnelly

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CERTIFICATE OF SERVICE

I, T. Christopher Donnelly, hereby certify that on January 9, 2026, a true copy of the foregoing document was served by email upon counsel as set forth below.

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COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPT. OF THE TRIAL COURT

Civil Action No. 1884CV02607-BLS2

XINWEI “CHRISTINE” LIN and
JIANXIN “STEVEN” GAO,
Defendants.

Please take notice that, pursuant to Rules 3 and 4 of the Massachusetts Rules of Appellate Procedure, Defendants Christine Lin and Steven Gao hereby appeal to the Massachusetts Appeals Court from the Court's January 5, 2026 judgment (Dkt. No. 362), and all interlocutory decisions and orders subsidiary thereto and subsumed therein, including, but not limited to:

1. The April 10, 2025 findings of fact, conclusions of law, and order of judgment (Dkt. No. 297).
2. The May 12, 2025 amended and restated order for judgment (Dkt. No. 301).

Respectfully submitted,

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JIANXIN “STEVEN” GAO,

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

MAY X. ZHOU, AS SHAREHOLDER
OF, AND ON BEHALF OF,
CAMBRIDGE INSTITUTE OF BUSINESS
RESEARCH, INC. AND
KNOWLEDGELINK GROUP, INC.,

Plaintiff,

v.

XINWEI "CHRISTINE" LIN and
JIANXIN "STEVEN" GAO,

Defendants, and

CAMBRIDGE INSTITUTE OF
BUSINESS RESEARCH, INC., and
KNOWLEDGELINK GROUP, INC.,

Derivative Defendants.

C.A. No. 2384CV01294-BLS2

MAY X. ZHOU'S NOTICE OF CROSS APPEAL

Please take notice that, pursuant to Rules 3 and 4(a)(1)(C) of the Massachusetts Rules of Appellate Procedure, Plaintiff May X. Zhou hereby cross appeals to the Massachusetts Appeals Court from the Court's September 2, 2025 Judgment (No. 2384CV01294-BLS2, Dkt. No. 15) and all aspects of the judgment, including all adverse rulings, findings, and orders issued in this case, now made timely by the Court's January 5, 2026 decision and order on Defendants' combined Rule 52(b) and Rule 59(e) motion to amend the Court's findings and judgment (No. 2384CV01294-BLS2, Dkt. No. 25).

Dated: January 23, 2026

Respectfully submitted.

MAY X. ZHOU

By her attorneys.

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COMMONWEALTH OF MASSACHUSETTS

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SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

_____	)	
MAY X. ZHOU,	)	
	)	
Plaintiff,	)	C.A. No. 1884CV02607-BLS2
	)	
v.	)	
	)	
XINWEI "CHRISTINE" LIN and	)	
JIANXIN "STEVEN" GAO,	)	
	)	
Defendants.	)	
_____	)	

MAY X. ZHOU'S NOTICE OF CROSS APPEAL

Please take notice that, pursuant to Rules 3 and 4(a)(1)(C) of the Massachusetts Rules of Appellate Procedure, Plaintiff May X. Zhou hereby cross appeals to the Massachusetts Appeals Court from the Court's January 5, 2026 Judgment (No. 1884CV02607-BLS2, Dkt. No. 362) and all adverse aspects of the judgment, including all rulings, findings, and orders issued in this case.

Dated: January 23, 2026

Respectfully submitted,

MAY X. ZHOU

By her attorneys,

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