


H2014 (10/20)

Filer's Name, Address, Phone, email: CHOI & ITO, Attorneys at Law Chuck C. Choi Allison A. Ito 700 Bishop Street, Suite 1107 Honolulu, Hawaii 96813 Tel: (808) 533-1877; Fax: (808) 566-6900 E-mail: cchoi@hibklaw.com; aito@hibklaw.com		
UNITED STATES BANKRUPTCY COURT DISTRICT OF HAWAII 1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813		
Debtor(s): IMPERIAL PACIFIC INTERNATIONAL (CNMI), LLC (the "Debtor")	Case No.: 24-00002	

APPLICATION TO EMPLOY PROFESSIONAL

[Attach the professional's verification of disinterestedness and any necessary supplemental statements.]

Name of Professional:	KCL & Partners (the "Firm")
Type of Professional:	Special Litigation Counsel
To be employed by:	<input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor in Possession <input type="checkbox"/> Committee:
Briefly state need for employment and describe services to be rendered:	The Debtor requires special litigation counsel to assist the Debtor in pending litigation matters before the High Court of Hong Kong ("HCA"). Since 2015 the Firm represented the Debtor in proceedings before the HCA [Debtor vs. Chan Chi Hung, Case No. HCA 75/2018]. It is critical that the Firm continue the representation since trial is scheduled for June 2025. <input checked="" type="checkbox"/> If checked, employment is for specified special purpose under 11 U.S.C. § 327(e).
Reason for selecting this professional:	The Firm has extensive experience in litigation matters before the HCA.
Terms and conditions of employment:	Employment to be effective as of January 1, 2025. The terms and conditions are set forth in the attached retainer agreement. The Firm will file fee applications in accordance with the Bankruptcy Code, Federal Rules of Civil Procedure and Local Bankruptcy Rules.
The undersigned hereby applies for an order approving employment of the above-named professional as described above. To the best of the applicant's knowledge: <i>[Check all that apply]</i>	
<input checked="" type="checkbox"/>	This professional does not hold or represent an interest adverse to the estate, and has no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent described in any statement attached to this application.
<input checked="" type="checkbox"/>	Employment of this attorney is for a special purpose only; s/he does not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.
<input type="checkbox"/>	Employment is by a committee; the professional does not represent any other entity having an adverse interest in connection with the case.

Date: January 16, 2025

/s/ Howyo Chi, Manager
 Applicant [Print name and sign]



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VERIFIED STATEMENT BY PROFESSIONAL

[Attach this statement to the Application to Employ Professional. If filed separately, attach a cover sheet.]

- I am a disinterested person. I have no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent that I may be employed by a trustee in unrelated bankruptcy cases or proceedings.
- I am an attorney being employed for a special purpose only and do not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.
- I am being employed by a committee and do not represent any other entity having an adverse interest in connection with this case.
- The following disclosure is made regarding disinterestedness:

I am a Partner at KCL & Partners ("Firm") proposed special litigation counsel for the Debtor. I served as lead counsel for IPI in the following matters: I am licensed to practice law in Hong Kong.

In the one year prior to the Petition Date, the Firm has received \$ 0.00 in fees and costs from the Debtor. The Firm received HK\$1,300,000 on 8th January, 2024, HK\$1,200,000 out which was deposited with the Court of First Instance, High Court of The Hong Kong Special Administrative Region under HCA75/2018 as security for costs and HK\$100,000 out of which was paid to Messrs. Hau, Lai, Li Yeung & Co. (the Solicitors for the Defendant in HCA75/2018) as the assessed costs pursuant to the Order made in HCA75/2018 on 15th December 2023. The Firm was owed \$0.00 as of the Petition Date. The Firm is currently holding a retainer balance of 0.00 in its client trust account.

The Firm does not and will not represent any party in interest in the Debtor's bankruptcy case. The Firm does not represent or hold an interest adverse to the debtor or to the estate with respect to the matter on which the Firm is to be employed.

Date: January 16, 2025

/s/ C.F. Yam
Professional [Print name and sign]

THIS AGREEMENT (the “**Agreement**”) is made on January __, 2025 among Imperial Pacific International (CNMI), LLC, located at [address] (the “**Company**”) and Messrs. KCL & Partners (the “**Solicitors**”) (collectively called the “**Parties**”).

WHEREAS

- (A) On 10 January 2015, the Company commenced a legal action under HCA 75/2018 (the “**Litigation**”) against Chan Chi Hung (the “**Defendant**”). As stated in the Amended Statement of Claim dated 2 August 2022 filed in the Litigation by the Company, the Company claimed against the Defendant for (a) the sum of US\$1,446,184.40; or (b) an order for payment by the Defendant to the Company of US\$1,500,000; and (c) interest (collectively called the “**Litigation Proceeds**”); and (d) costs on indemnity basis (the “**Litigation Costs**”, including those costs assessed on another basis).
- (B) Pursuant to the Retainer and Supplemental Retainer made between the Company and the Solicitors respectively dated 8 February 2019 and 14 May 2020, the Solicitors have then acted for the Company in the Litigation.
- (C) As per the Notices of Payment into Court respectively dated 10 June 2021 and 11 January 2024, the Company paid HK\$600,000 and HK\$1,200,000, totally HK\$1,800,000 into court (collectively called “**Security for Costs**”) in compliance with the order of Master Lai dated 9 June 2021 and the order of Master Connie Lee dated 15 December 2023.
- (D) The pre-trial review of the Litigation (“**Pre-Trial Review**”) is scheduled for 21 March 2025 (60 minutes reserved) and the trial of the Litigation (“**Trial**”) is scheduled from 16 June 2025 to 25 June 2025 (8 days reserved).
- (E) The Company filed a voluntary petition on 19 April 2024 under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Commonwealth of the Northern Mariana Islands (the “**Bankruptcy Court**”) with the case number BK24 00002. Mr. Howyo Chi, who is the manager of the Company, is appointed as the administrator of the Company, being the debtor in possession for and on behalf of all creditors of the Company, (the “**Administrator**”) with a full authority to act for and on behalf of the Company in all matters, including entering into, signing and executing this Agreement for and on behalf of the Company, subject to Bankruptcy Court approval.
- (F) Under a Litigation Funding Agreement made between the Company and Kangyi Software Limited (the “**Investor**”) dated [date] (the “**Funding Agreement**”), the Investor is willing to provide funding in the sum of HK\$1,420,000 including further funding to be paid by the investor (the “**Funding Amount**”), HK\$120,000 (USD approx. \$15,000) out of which is the expert fees to be paid by 15 March 2025, to the Company entirely and exclusively for the Litigation.
- (G) As the Trial will be conducted by way of open court in the High Court of Hong Kong, it is necessary to engage a Hong Kong qualified barrister to conduct the trial. In this vein, the Solicitors will engage Mr. Ronald Pang (“**Mr. Pang**”) to attend the Pre-Trial Review and Trial for and on behalf of the Company. Mr Pang will separately charge Solicitors for attending, conducting and preparing for the Pre-trial Review and Trial, and interlocutory applications (if any) (“**Counsel’s Fees**”). Such Counsel’s Fees are paid by the Solicitors as an expense. As per usual practice, Counsel’s Fees will be due and payable upon delivery of brief(s) but will only be billed at the completion of the work or confirmation from Solicitors that Mr. Pang will not be required to attend the relevant hearing/complete the relevant work due to matters such as settlement. The scope and sums of the brief(s) are as follows: -

- (i) Brief of HK\$45,000 for the Pre-trial Review, including preparation, which shall be delivered no later than 21 February 2025;
- (ii) Brief of HK\$400,000 for the 1st day of Trial, including preparation and HK\$45,000 for each subsequent day (Mr. Pang will charge HK\$22,500 per day if he is scheduled to attend a subsequent day but his attendance becomes unnecessary) which shall be delivered no later than 1 May 2025
- (iii) Brief of HK\$45,000 for Submissions for Closing (whether written or oral or both) which shall be delivered when the Hong Kong Court directs that such submissions needs to be lodged;
- (iv) Brief of HK\$45,000 for Reply Submissions for Closing (whether written or oral or both) which shall be delivered when the Hong Kong Court directs that such submissions need to be lodge; an
- (v) Brief HK\$45,000 for each interlocutory application, including preparation which shall be delivered when Solicitors instructs Mr. Pang to prepare such matter.

The Parties have now agreed to enter into this agreement to record their agreed terms and conditions as follows:

Approval by Bankruptcy Court

This Agreement will become effective upon its approval by order of the Bankruptcy Court.

Compensation

1. The hourly rates of the Solicitors are as follows:

Name	Role/Title	Fee Earner/Hourly Rate
Liu Kwong Chi Nelson	Managing Partner	HK\$5,800/hour
Yam Chun Fai	Partner	HK\$5,200/hour
Subject to availability within the firm	Associate/Assistant Solicitor	HK\$3,900/hour
Subject to availability within the firm	Trainee Solicitor	HK\$1,700/hour
Subject to availability within the firm	Legal Executive/ Clerk	HK\$1,300/hour

2. The Solicitors shall file, with the Bankruptcy Court, applications for the allowance of its fees and expenses (the “**Solicitors’ Fees**”) pursuant to applicable Federal Rules of Bankruptcy Procedures, local rules and U.S. Trustee Guidelines.

Disposition of Funds

3. Subject to Bankruptcy Court approval, the Administrator and/or the Company hereby agree, consent, undertake, instruct and/or authorise that:
 - (i) any or all of the Funding Amount be directly paid to the Solicitors from the Investor by remitting or depositing (with a cheque) the same into the Solicitors’ bank account (or by

such other payment methods as the Solicitors may agree) and the details of it (the “**Solicitors’ Bank Account**”) are as follows:

Bank: The Hong Kong and Shanghai Banking Corporation Ltd
Account name: KCL & Partners
Bank code: HSBCHKHHHKH
Account number: 652-557489-001

The Funding Amount is intended to be a post-petition retainer to be exclusively used and applied for the Litigation.

- (ii) the Administrator and/or the Company agree that the Solicitors have the right to hold and keep the Funding Amount which shall be remitted to the Solicitors’ Bank Account (as referred to in clause 2(i) above or deposited the cheque directly into the Solicitors’ Bank Account and shall use the Funding Amount exclusively for covering the Solicitors’ Fees, costs, and expenses (including Counsel’s fees and expert fees and expenses for execution of and/or enforcement proceedings for a judgement obtained in the Litigation against the Defendant) (the “**Legal Costs**”).
 - (iii) the Solicitors shall be at liberty to take steps to directly receive and collect, or be paid with the Security for Costs, the Litigation Proceeds, the Litigation Costs and/or all of the sums for any settlement of the Litigation (collectively called as the “**Recovered Sums**”), and deposit the same into a Solicitors’ client bank account (the “**Trust Account**”), and shall not cause or permitted the Recovered Sums to be commingled with any other funds; and shall not disburse the Recovered Sums except in accordance with this Agreement and/or the Funding Agreement. All payments for Solicitor’s Fees and Legal Costs are subject to prior Bankruptcy Court approval.
 - (iv) the Solicitors shall have the first priority over and/or in any or all of the Recovered Sums, and subject to the payments to the Investor as stated in the Funding Agreement, and subject to prior Bankruptcy Court approval, the Solicitors are entitled to deduct the Legal Costs incurred in the Litigation from the Funding Amount and/or from the Recovered Sums before releasing refunding or paying any or the balance of the Recovered Sums to the Company.
 - (v) In the event that the Legal Costs as stated in Paragraph 3(ii) above are not fully paid received recovered or satisfied by the Solicitors, the Solicitors shall have the rights to make a claim against the Company as an administrative creditor holding an administrative expense claim, provided, however, that if a purchaser acquires the rights to the Recovered Sum, the Solicitors shall have no administrative claim against the estate under this Paragraph 3(v).
4. Subject to Bankruptcy Court approval, the Administrator and/or the Company further agrees consents and undertakes that:
- (i) the Administrator and/or the Company will not create, or not cause or not allow to be created any incumbrances, charges, rights or priority over any of the Funding Amount and the Recovered Sums for the Company, and any or all of the creditors of the Company; and
 - (ii) the Administrator and/or the Company will not demand request and/or instruct, and will restrain themselves from taking any actions whether or not legal proceedings to demand direct and/or order, by whatsoever reasons and means, the Solicitors to refund release and pay any or all of the Funding Amount and the Recovered Sums to the Company, any

creditors of the Company, any governments or their departments, statutory bodies, any corporates or individuals until the event of the Final Resolution as defined in clause 6.1.1 of the Funding Agreement.

Representations and Warranties

5. The Administrator and/or the Company represent, warrant and undertake that:
- (i) Subject to Bankruptcy Court approval, the Administrator and/or the Company have full right, power and authority, and has taken all action necessary, to execute and deliver this Agreement, and to perform its obligations hereunder;
 - (ii) Subject to Bankruptcy Court approval, this Agreement has been duly authorized, executed and delivered by the Administrator and/or the Company, and constitutes its legal, valid and binding obligations, enforceable against the Administrator and/or the Company in accordance with its terms;
 - (iii) the Administrator through the Company and/or the Company have received and reviewed all documents in relation to the Litigation, including those as listed in the Schedule attached hereto (the “**Documents**”) and have the right to request the Solicitors to provide further documents.

Duration of Agreement

6. This Agreement becomes effective upon its approval by order of the Bankruptcy Court and, absent Termination, continues in effect until:
- (i) Final Resolution as defined in clause 6.1.1 of the Funding Agreement;
 - (ii) the Administrator and/or the Company has complied with all of its obligations pursuant to this Agreement.

Termination

7. This Agreement will expire and terminate upon:
- (i) Final Resolution as defined in clause 6.1.1 of the Funding Agreement;
 - (ii) the Administrator and/or the Company and/or Solicitors have complied with all of its obligations pursuant to this Agreement.

Indemnification

8. The Administrator and/or the Company agree to indemnify, defend, and hold harmless the Solicitors, their affiliates, and their respective officers, partners, employees, and agents from and

against any and all losses, liabilities, claims, damages, costs, and expenses arising out of or in connection with:

- (i) Any breach of this Agreement by the Administrator and/or the Company;
 - (ii) Any misrepresentation made by the Administrator and/or the Company in connection with this Agreement.
9. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnity is sought. Failure to provide such notice shall not relieve the indemnifying party of their indemnification obligations, except to the extent that the indemnifying party is materially prejudiced by such failure.

Liability

10. Subject to Bankruptcy Court approval, the Administrator and/or the Company agree that the Solicitors' aggregate liability to the Administrator and/or the Company in respect of any claims relating to the Litigation and this Agreement, whether on the basis of contract, negligence or other tort, breach of duty, misrepresentation or otherwise whatsoever is limited to the amount which is paid out under the Solicitors' professional indemnity insurance policy in respect of the claim concerned plus the amount of the excess under such policy which currently is HK \$20 million.
11. The limitations to the Solicitors' liability specified above shall not apply in the case of fraud, gross negligence, wilful misconduct, or reckless disregard of professional obligations on our part or in the case of a contentious business agreement. The Solicitors accept instructions from the Administrator and/or the Company on the basis that the Solicitors do not assume liability to any person other than the Administrator and/or the Company in relation to advice/professional works provided to the Administrator (if applicable) and/or Company.
12. The Solicitors shall be advising in respect of Hong Kong law only. The Solicitors are not responsible for advising the Administrator and/or the Company as to the effect, legality or enforceability of this Agreement, or the Funding Agreement, or any documents or matters which may be subject to or governed by the laws of any other jurisdiction nor the merits of the transaction.

Approval by the Bankruptcy Court

13. The Administrator and/or the Company shall undertake to apply within seven (7) business days from the date of this Agreement to the Bankruptcy Court for approving this Agreement and to obtain such an approval on or before 31 January 2025 failing which the Solicitors shall be at liberty to deem their instructions to act in the Litigation to cease and take out the necessary application with costs against the Company.

Acceptance of the Continuous Appointment

14. The Solicitors will continuously act for the Company to proceed with the Litigation, including the Pre-trial Review and the trial, and will engage Counsel Mr. Ronald Pang therefor in accordance with the terms and conditions stated herein, and upon further instructions and/or authorisations from the Administrator and/or the Company, the Solicitors will continuously act for the Company in this

HCA75/2018 and/or any enforcements, executions and/or satisfactions of any judgments, awards and/or orders in favour of the Company obtained in the Litigation.

Cessation of Acting

15. The Solicitors shall be at liberty to cease to act for the Company the in events that:
- (i) the Investor has not paid the whole of the Funding Amount to the Solicitors in accordance with above clause 3(i) on or before 31 January 2025;
 - (ii) the Administrator and/or the Company have not obtained an approval for this Agreement from the Bankruptcy Court on or before 31 January 2025; or
 - (iii) the Final Resolution as defined in clause 6.1.1 of the Funding Agreement appears.

Further Assurance

16. Each party shall do, or procure the doing of, all acts and things, sign and execute, or procure the execution of, all documents as may reasonably be required to give full effect to this Agreement.

Service Process

17. Without prejudice to the Retainer made between the Company and the Solicitors dated 14 May 2020, the Administrator and/or the Company accept and acknowledge that all notices and process in any such suit, action or proceeding, including but not limited to any applications/summons taken out by the Solicitors for declaration of cessation to act for the Company in the HCA75/2018, brought in Hong Kong, and the Administrator and/or the Company further agree and consent that any such service of notices and/or process on the Administrator and/or the Company by delivery of the same through the email address(es) below shall be taken and be deemed to be valid personal service upon the Administrator and/or the Company and be deemed to be effective immediately after the delivery and that any such service of notices and/or process shall be of the same force and validity as if service were made upon themselves and/or itself according to the laws governing the validity and requirements of such services in Hong Kong and wherever the Administrator and the Company are situated and/or residing. The Administrator and the Company further waives all claims of errors by reason of any such service.

Email Address(es) of the Administrator and the Company: howyodoing@gmail.com
Cchoi@hibklaw.com

18. The Administrator and/or the Company shall inform the Solicitors within seven (7) business days in writing of any change of the aforesaid email and such change will be binding on the Administrator and/or Company for the purpose of paragraph 17 hereinabove.

Third Party

19. A person who is not a party to this Agreement cannot enforce, or enjoy the benefit of, any term of this Agreement.

General

- 20. This Agreement shall constitute the entire agreement between the Parties, and shall supersede all prior agreements, understandings and negotiations between the parties with respect to the subject matter hereof.
- 21. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- 22. This Agreement shall not be amended, and no term or provision of this Agreement may be waived, except in writing signed by a duly authorized representative of each party.

Governing Law

- 23. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Commonwealth of the Northern Marianas Islands and US federal bankruptcy law.
- 24. The parties irrevocably agree that the Bankruptcy Court shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

Counterparts

- 25. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written by their respective duly authorized representatives.

SIGNED by Howyo Chi, **the**)
Administrator of the Company and the)
Debtor in Possession for and on behalf of)
all creditors of the Company)
))
in the presence of:)

SIGNED by)
))
))
for and on behalf of)
Messrs. KCL & Partners)
))
in the presence of:)

附表		
Pleadings		Date
1.	經修訂的傳訊令狀連同申索書((sealed) Amended Writ of Summons together with Statement of Claim)	2022.08.02
2.	再修訂的抗辯書 (Re-Amended Defence)	2023.10.30
3.	再修訂答覆書 (Re-Amended Reply)	2024.02.26
Application		
4.	被告人申請撤銷缺席判決(Defendant's Application for Setting Aside the Default Judgment)	2018.05.17
5.	原告人申請簡易判決的傳票(Plaintiff's Summons for Summary Judgment)	2020.01.13
6.	被告人申請訟費保證金(Defendant's Application for Security for Costs)	2021.06.02
7.	被告人申請訟費保證金(Defendant's Application for Security for Costs)	2023.10.16
Order		
8.	高等法院聆案官葛倩兒於 2019 年 1 月 24 日頒布的命令 (Order of Master Kot dated 24 th January 2019)	2019.01.24
9.	高等法院黃健棠聆案官於 2020 年 3 月 10 日頒布的命令 (Order of Master J. Wong dated 10 th March 2020)	2020.03.10
10.	高等法院聆案官 WINNIE TSUI 於 2020 年 6 月 29 日頒布的命令 (Order of Master Winnie Tsui dated 29 th June 2020)	2020.06.29
11.	高等法院 Chow 聆案官於 2020 年 8 月 12 日頒布的命令 (Order of Master Chow dated 12 th August 2020)	2020.08.12
12.	高等法院聆案官 Connie Lee 於 2020 年 9 月 18 日頒布的命令 (Order of Master Connie Lee dated 18 th September 2020)	2020.09.18
13.	高等法院聆案官 Phoebe Man 於 2020 年 12 月 23 日頒布的命令 (Order of Master Phoebe Man dated 23 rd December 2020)	2020.12.23
14.	高等法院聆案官 Phoebe Man 於 2021 年 2 月 26 日頒布的命令 (Order of Master Phoebe Man dated 26 th February 2021)	2021.02.26
15.	高等法院聆案官 Master Lai 於 2021 年 6 月 9 日頒布的命令 (Order of Master Lai dated 9 th June 2021)	2021.06.09
16.	高等法院聆案官 Phoebe Man 於 2021 年 7 月 12 日頒布的命令 (Order of Master Phoebe Man dated 12 th July 2021)	2021.07.12
17.	暫准命令 (Notice of Order Nisi)	2023.01.19
18.	高等法院聆案官 David Chan 於 2023 年 2 月 2 日頒布的命令 (Order of David Chan dated 2 nd February 2023)	2023.02.02
19.	高等法院聆案官葛倩兒於 2023 年 4 月 27 日頒布的命令連同兩份專家報告日期分別為 2018.06.27 及 2020.01.10 (Order of Master Kot dated 27 th April 2023 attaching with two Expert Reports	2023.04.27

	respectively dated 27 th June 2018 and 10 th January 2020)	
20.	高等法院聆案官 Lai 於 2023 年 5 月 12 日頒布的命令 (Order of Master Lai dated 12 th May 2023)	2023.05.12
21.	高等法院聆案官 Lai 於 2023 年 7 月 10 日頒布的命令 (Order of Master Lai dated 10 th July 2023)	2023.07.10
22.	高等法院聆案官 Kent Yee 於 2023 年 10 月 3 日頒布的命令 (Order of Master Kent Yee dated 3 rd October 2023)	2023.10.03
23.	高等法院聆案官 Lai 於 2023 年 10 月 20 日頒布的命令 (Order of Master Lai dated 20 th October 2023)	2023.10.20
24.	高等法院司法常務官鄭卓宏於 2023 年 11 月 3 日頒布的命令 (Order of Mr. Registrar S. Kwang dated 3 rd November 2023)	2023.11.03
25.	高等法院聆案官杜潔玲於 2023 年 11 月 13 日頒布的命令 (Order of Master D. To dated 13 th November 2023)	2023.11.13
26.	高等法院聆案官 Connie Lee 於 2023 年 12 月 15 日頒布的命令 (Order of Master Connie Lee dated 15 th December 2023)	2023.12.15
27.	高等法院聆案官梁文亮於 2024 年 3 月 13 日頒布的命令 (Order of Master Matthew Leung dated 13 th March 2024)	2024.03.13
28.	高等法院聆案官葛倩兒於 2024 年 3 月 18 日頒布的命令 (Order of Master Kot dated 18 th March 2024)	2024.03.18
29.	高等法院聆案官葛倩兒於 2024 年 3 月 19 日頒布的命令 (Order of Master Kot dated 19 th March 2024)	2024.03.19
Witness Statement		
30.	陳志雄的證人陳述書 (Witness Statement of Chan Chi Hung)	2023.04.27
31.	紀曉波的證人陳述書 (Witness Statement of Ji Xiaobo)	2023.07.20
32.	康凱的證人陳述書 (Witness Statement of Kang Kai)	2023.07.21
33.	陳志雄的補充證人陳述書 (Supplementary Witness Statement of Chan Chi Hung)	2023.10.30
34.	紀曉波的補充證人陳述書 (Supplemental Witness Statement of Ji Xiaobo)	2024.02.22
35.	康凱的補充證人陳述書 (Supplemental Witness Statement of Kang Kai)	2024.02.23
Affirmation		
36.	紀曉波的誓詞 (Affirmation of Ji Xiaobo)	2020.01.13
37.	Yu Oi Wun 的誓詞 (Affirmation of Yu Oi Wun)	2017.01.11
38.	Tony Ng 的誓詞 (Affirmation of Tony Ng)	2018.06.27
39.	Tony Ng 的第二份誓詞 (2 nd Affirmation of Tony Ng)	2020.01.16
40.	陳志雄的第四份誓詞 (4 th Affirmation of Chan Chi Hung)	2020.02.12
41.	Tong Ng 的第三份誓詞 (3 rd Affirmation of Tony Ng)	2020.05.28

42.	Yeung Ming Johnny 的第二份誓詞 (2 nd Affirmation of Yeung Ming Johnny)	2020.06.23
43.	Yeung Ming Johnny 的第三份誓詞 (3 rd Affirmation of Yeung Ming Johnny)	2020.06.29
44.	任進輝的誓詞 (Affirmation of Yam Chun Fai)	2020.08.10
45.	Li Siu Fung 的誓詞 (1 st Affirmation of Li Siu Fung)	2020.12.30
46.	Cui Lijie 的誓詞 (Affirmation of Cui Lijie)	2024.03.26
Payment into court		
47.	根據法庭於 2021 年 6 月 9 日頒布命令，原告人向法院繳存訟費保證金款項通知書 (Notice of Payment into Court for Security of Costs under Order dated 9 th June 2021)	2021.06.10
48.	根據法庭於 2023 年 12 月 15 日頒布的命令，原告人向法院繳存訟費保證金款項通知書 (Notice of Payment into Court for Security of Costs under Order dated 15 th December 2023)	2024.01.11
Statement of Costs		
49.	原告人簡易程序評估訟費陳述書 (Statement of Costs for Summary Assessment by Plaintiff)	2020.08.19
50.	被告人對原告人的訟費陳述書的反對理由清單 (Defendant's List of Objections to Plaintiff's Statement of Costs for summary assessment under Order 62 rule 9A)	2020.08.26
51.	被告人的簡易程序評估訟費陳述書 (Statement of Costs for Summary Assessment by Defendant)	2023.12.15
Questionnaire		
52.	原告人設定時間表的問卷 (Timetabling Questionnaire of the Plaintiff)	2021.08.10
53.	被告人的設定時間表的問卷 (Timetabling Questionnaire of the Defendant)	2023.01.06
54.	被告人的第二份設定時間表的問卷 (2 nd Timetabling Questionnaire of the Defendant)	2023.09.19
55.	原告人的排期問卷 (Listing Questionnaire of the Plaintiff)	2023.09.19
56.	被告人的設定時間表的問卷 (Listing Questionnaire of the Defendant)	2024.03.04
57.	原告人的排期問卷 (Listing Questionnaire of the Plaintiff)	2024.03.06
List of Documents		
58.	原告人的文件清單 (List of Documents of the Plaintiff)	2023.02.16
59.	被告人的文件清單 (List of Documents of the Defendant)	2023.02.16
60.	被告人的補充文件清單 (Supplemental List of Documents of the Defendant)	2023.10.30
Set Down		
61.	申請排期審訊 (Application to Set Down a Case for Trial)	2024.04.12
Hearsay Notice		
62.	被告人的擬提出傳聞證據通知書 (Defendant's Hearsay Notice)	2020.07.20

63.	被告人的擬提出傳聞證據通知書 (Defendant's Hearsay Notice)	2024.04.30
64.	原告人的擬提出傳聞證據反通知書 (Plaintiff's Objection to the Defendant's Hearsay Notice)	2024.05.21
Mediation Notice/Mediation Response		
65.	原告人的調解通知書 (Plaintiff's Mediation Notice)	2023.02.16
66.	被告人的調解回應 (Defendant's Mediation Response)	2023.03.15
Transcript/Decision		
67.	申請撤銷被告人缺席判決的決定的謄本 (Transcription of the Hearing of the Application for Set Aside a Default Judgment)	2019.01.24
Joint Letter / Joint Statement of Issues in Dispute		
68.	給法庭的共同信件 (Joint Letter to Court)	2023.11.03
69.	共同陳述所爭議的爭論點 (Joint Statement of Issues in Dispute)	2023.09.19
Company Search/Land Search		
70.	強強聯合有限公司的 2016 年周年申報表 (2016 Annual Return of CCH Group Co., Limited)	2016.05.19
71.	強強聯合有限公司的 2017 年周年申報表 (2017 Annual Return of CCH Group Co., Limited)	2017.05.19
72.	強強聯合有限公司的 2022 年周年申報表 (2022 Annual Return of CCH Group Co., Limited)	2022.05.19
73.	土地查冊 (Land Search)	2023.05.11