

COURT FILE NUMBER B-170021  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE PROPOSAL OF GUO LAW CORPORATION**

**THIRD REPORT OF THE PROPOSAL TRUSTEE**

**May 17, 2021**

## INTRODUCTION

1. On January 6, 2017, Guo Law Corporation (“**GLC**” or the “**Company**”) filed a Notice of Intention to File a Proposal (“**NOI**”) pursuant to Part III, Division I of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “**BIA**”).
2. On January 6, 2017, G. Powroznik Group Inc. was appointed as the proposal trustee.
3. On January 13, 2017, pursuant to an order of this Honourable Court, the Initial Proposal Trustee was substituted by FTI Consulting Canada Inc. (“**FTI**”) who had consented to act as the proposal trustee (the “**Proposal Trustee**”) in this matter.
4. The reports of the Proposal Trustee and other information in respect of this proceeding are posted on the Proposal Trustee’s website at <http://cfcanada.fticonsulting.com/Guolawcorporation/>.

## PURPOSE

5. The Proposal Trustee was advised by the Company that it wished to seek the approval of this Honourable Court to amend the terms of its Proposal that was filed on March 30, 2017 and approved by an Order of this Honourable Court dated May 4, 2017.
6. A Notice of Motion was filed by GLC on November 18, 2020 and was scheduled to be heard on December 3, 2020. However, a party affected by the amendment being sought indicated its opposition and as a result the matter was adjourned generally.
7. The Proposal Trustee understands that counsel for GLC with respect to the Proposal has now withdrawn and the Proposal Trustee is not aware of any new counsel being retained.
8. The Proposal Trustee has also tried to contact the Company to understand its plan to conclude these proceedings, but did not receive a substantive response.

9. Accordingly, this report is in support of an application by the Proposal Trustee to this Honourable Court for advice and direction pursuant to section 34(1) of the BIA.

#### **TERMS OF REFERENCE**

10. In preparing this report, the Proposal Trustee has relied upon unaudited financial information, other information available to the Proposal Trustee and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "**Information**").
11. Except as described in this Third Report:
- (a) The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - (b) The Proposal Trustee has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
12. Future oriented financial information reported or relied on in preparing this report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
13. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

## **BACKGROUND/CAUSES OF FINANCIAL DIFFICULTY**

14. GLC was founded in 2011 as a law firm primarily focused on serving the needs of Sino-Canadian clients.
15. Commencing in or around mid-February 2016 the Company's consolidated trust accounts (the "**Trust Accounts**") were subject to a theft involving a number of transactions that occurred over the period of mid-February to late March 2016 (the "**Theft**").
16. The Theft was discovered by the principal lawyer of GLC, Hong Guo ("**Guo**") in early April 2016. Upon discovering the missing funds in the Trust Accounts, Guo contacted the RCMP to report the Theft.
17. In addition, Guo notified the Law Society of British Columbia (the "**LSBC**") about the deficiency in the Trust Accounts and retained the services of the accounting firm, McLaren Trefanenko Inc. to perform a forensic review of the Trust Accounts (the "**Forensic Report**").
18. As indicated in the Forensic Report, the total funds missing from the Trust Accounts approximated \$6.619 million.
19. Subsequent to discovering the theft, Guo arranged funding from related parties and from GLC's operating account to partially fund the deficiency in the Trust Accounts to allow for the Company's client's transactions to close. According to the Forensic Report, during the period between mid-April and early August 2016, funding totaling approximately \$1.941 million was deposited into the Trust Accounts from these arrangements resulting in a deficiency of \$4.678 million.
20. On August 23, 2016, the LSBC sought and obtained an order of the Court appointing the LSBC as custodian of part of the law practice of Guo and GLC, limited to the trust account that GLC maintained with the Canadian Imperial Bank of Commerce.

21. As a result of these events, coupled with the decline in real estate conveyancing work in the lower mainland of British Columbia, the revenue generated by GLC suffered and several of the Company's clients affected by the deficiency in the Trust Accounts initiated litigation against Guo and GLC.
22. In the face of these challenges, on January 6, 2017, GLC filed an NOI to provide the Company with a stay of proceedings to provide the Company with some time to prepare a proposal for consideration by its creditors.

## UPDATE ON THE PROPOSAL PROCEEDINGS

23. On February 17, 2017, a proposal was prepared and signed by Guo on behalf of GLC. The intention of the proposal was to provide for the orderly sale of certain real estate assets which are listed by legal description in Schedule 1 of the Proposal (the “**Properties**”) owned personally by Guo (the “**Sponsor**”).
24. Pursuant to the terms of the original proposal, the proceeds from the sale of the Properties would be directed to the Proposal Trustee in order to repay those clients of GLC who had been affected by the theft from the Trust Accounts (the “**Trust Creditors**”).
25. The intention of the original proposal was that the unsecured trade creditors of GLC would be unaffected by the proposal and receive payment of their accounts in the normal course.
26. However, prior to GLC’s meeting of creditors, the Office of the Superintendent of Bankruptcy (the “**OSB**”) in addition to some of the unsecured creditors of GLC, believed that treatment of the unsecured trade creditors of GLC as unaffected and thereby different than the Trust Creditors would not be consistent with the provisions of the BIA.
27. As a result, the creditor meeting was adjourned to allow GLC to amend its proposal and also consider the interests of the unsecured trade creditors.
28. The proposal was revised and an amended proposal was drafted and signed on March 30, 2017 (the “**Proposal**”). The Proposal grouped all creditors into one class. A copy of the Proposal is attached hereto as Exhibit A to this report.
29. A re-convened meeting of creditors was held on April 10, 2017 at which time the Proposal was accepted by the requisite number of creditors and subsequently approved by this Honourable Court by an Order dated May 4, 2017.

30. The Proposal required the Sponsor to list the Properties for sale pursuant to the terms of a Proposal Support Agreement (the “**Support Agreement**”). The proceeds from the sale of the Properties were to fund the Proposal Trustee and provide for payments to all of GLC’s unsecured creditors, including the Trust Creditors.
31. The Proposal also included a provision that any recovery of funds pursuant to insurance policies held by GLC would also be directed to the Proposal Trustee for distribution to GLC’s creditors.
32. The LSBC filed a claim in the proposal proceedings on behalf of all the Trust Creditors that were affected by the theft from the Trust Accounts. The LSBC claim was filed in the approximate amount of \$4.3 million (the “**LSBC Claim**”).
33. GLC held a Lawyers Excess Professional Liability Insurance policy with Lloyd’s Underwriters (“**Lloyd’s**”) which was in effect for the period of January 1, 2016 to January 1, 2017 (the “**Lloyd’s Policy**”).
34. Under the terms of the Lloyd’s Policy, coverage was only extended to pay “on behalf of” persons who incurred a pecuniary loss by reason of misappropriation of trust funds.
35. As a result, in December 2017 Lloyd’s made an application to this Honourable Court for approval to pay out \$4 million, but only on the basis that the funds would be used to repay the Trust Creditors and none of the funds be used for the benefit of the unsecured creditors.
36. On December 6, 2017, this Honourable Court granted an order authorizing Lloyd’s to pay \$4 million pursuant to the Lloyd’s Policy directly to the LSBC to be distributed to the Trust Creditors (the “**Lloyd’s Order**”).

37. Subsequent to the granting of the Lloyd's Order, \$4 million was paid to the LSBC and as a result, the LSBC Claim was reduced to an approximate amount of \$300,000.
38. In or around May 2018, the Proposal Trustee was advised by the LSBC that parties related to Guo had paid the remaining \$300,000 pursuant to the LSBC Claim and taken a partial assignment of the LSBC Claim for the same amount.
39. As a result, the LSBC advised the Proposal Trustee that its claim had now been fully satisfied and it no longer had a claim in the GLC proposal proceedings.
40. The partial assignment of the LSBC Claim was also subsequently withdrawn.



## THE REMAINING UNSECURED CREDITOR CLAIMS

41. As a result of the withdrawal of the LSBC Claim, there are two pools of unsecured creditors remaining in the proposal proceeding of GLC. The first group of unsecured creditors have filed claims which the Company would accept as proven claims. The proven claims consist of 11 creditors totaling \$54,953.16 (the “**Proven Claims**”).
42. The second group of unsecured creditors are disputed by the Company. The disputed claims consist of 6 creditors totaling \$4,190,925.40 (the “**Disputed Claims**”).
43. The Proven Claims are detailed as follows:

Carlyle Shepherd & Co	\$ 2,725.00
Do Process Software	\$ 813.12
Global Chinese Press	\$ 13,770.75
Inter-Corporate Computer Services	\$ 25,078.24
Manning Elliott	\$ 5,040.00
Print & Cheques Now	\$ 631.68
Richmond News	\$ 4,935.00
Strata Plan LMS 3045 - Three West Centre	\$ 175.00
United Reporting Service Ltd	\$ 575.93
Vancity Courier Logistic	\$ 1,049.90
Worldwide Air Couriers Logistics Ltd.	\$ 158.54
	<b>\$ 54,953.16</b>

44. The Disputed Claims are summarized as follows:

Jianguo (Allen) Sun	\$ 710,000.00
Jun Yuan	\$ 710,000.00
IRL Constructions Ltd.	\$ 391,302.99
Robert Grosz	\$ 515,673.65
PLLR Lawyers	\$ 993,430.59
Bank of Montreal	\$ 870,518.17
<b>Totals</b>	<b>\$ 4,190,925.40</b>

## THE TERMS OF THE PROPOSAL

45. As indicated previously, the substantive term of the Proposal was that Guo signed a Support Agreement wherein the Properties were to be listed for sale with the proceeds used to fund payments to unsecured creditors.
46. In accordance with the terms of the Proposal, Guo provided the Proposal Trustee with Powers of Attorney in relation to the Properties and the Proposal Trustee engaged real estate agents to market the properties.
47. Upon satisfaction of the LSBC Claim, Guo indicated her desire to bring the Proposal proceedings to an end. Guo proposed that she could raise funds to satisfy the Proven Claims.
48. The Proposal Trustee and its counsel, as well as counsel to GLC advised that it would likely require an amendment to the Proposal requiring the support of the Disputed Claims.
49. As a result, despite the fact that the Properties remained listed for sale, Guo was less motivated to sell the Properties.
50. At or around the time that the Proposal Trustee was substituted for the original trustee, GLC engaged the services of Farris LLP (“**Farris**”) to act as its counsel with respect to the proposal proceedings.
51. In December 2019 the Proposal Trustee was advised by Sarah Nelligan of Dentons LLP (“**Dentons**”) that GLC was retaining her as new counsel.
52. In June 2020 the Proposal Trustee was then notified that Dentons had been replaced and that Farris was being re-engaged as counsel to GLC.

53. Section 2.3 of the Proposal contains a provision that if GLC secured sufficient funds to pay the Proven Claims of all Unsecured Creditors in full, then the Sponsor was not required to take any further steps with respect to the sale of the Properties.
54. In or around April 2019, the Proposal Trustee was advised by Tim Louman-Gardiner of Farris, who was counsel to GLC at that time, that Farris held sufficient funds to pay all of the Proven Claims of Unsecured Creditors in full and that GLC would be seeking to amend its Proposal.
55. The amendment contemplated providing security to those creditors with Disputed Claims such that if their claim was ultimately proven, they would not be adversely affected and would therefore consent to the amended proposal.
56. However, despite having sufficient funds to pay the Proven Claims, an unintended consequence of the Proposal was the requirement for the Proposal Trustee to retain a reserve from any distributions to Unsecured Creditors for the Disputed Claims.
57. Accordingly, without the Proposal being amended or all of the Disputed Claims being resolved, the Proven Claims could not be paid in full as a reserve would be required for the Disputed Claims.
58. The Proposal Trustee advised the estate Inspectors of GLC's plan to amend its Proposal and allow it to emerge from these proceedings. The Inspectors were supportive and have resolved to keep the Proposal in good standing while awaiting the Company's Court application.

## THE GROSZ DISTRACTION

59. One of the Disputed Claims was filed by a former employee of GLC, Mr. Robert Grosz (“**Grosz**”).
60. In August 2017 Grosz filed a claim with the Proposal Trustee relating to outstanding wages and expenses.
61. In September 2017 Grosz filed a supplemental proof of claim alleging damages relating to his employment with GLC.
62. Both claims were disputed by GLC.
63. Grosz sought the consent of the Proposal Trustee to lift the stay so that he could proceed to have his claims valued through a Court process. The Proposal Trustee consented to the lifting of the stay for this purpose.
64. In May 2018, counsel to GLC advised the Proposal Trustee that Grosz’s claims had been settled and the Proposal Trustee was provided with a copy of a Consent Dismissal Order (the “**CDO**”) in addition to a mutual release. Accordingly, the Proposal Trustee considered the claim settled.
65. However, in February 2019 the Proposal Trustee was contacted by Grosz who advised that he intended to seek to set aside the CDO and re-establish his claims in the proposal proceedings.
66. Mr. Grosz demanded a letter from the Proposal Trustee indicating that it would not pay any dividend until such time as his claims were resolved.
67. Given that Grosz’s claims were subject to the CDO, the Proposal Trustee advised that it could not provide such assurances, but in the event that GLC brought any application to amend the Proposal, the Proposal Trustee would notify Grosz.

68. Grosz was not satisfied with the Proposal Trustee's response and commenced a series of initiatives including:
- (a) Contacting FTI's corporate counsel requesting access to its corporate minute book and corporate records;
  - (b) Filing a complaint against the Proposal Trustee with the OSB, which after several months of investigation was determined to have no basis and the case was closed;
  - (c) Filing complaints against several of the lawyers involved with the Proposal proceedings with the LSBC;
  - (d) Demanding an undertaking from the Proposal Trustee not to distribute any Proposal funds;
  - (e) Contacting the Government of BC requesting that FTI be dissolved and prosecuted; and
  - (f) Filing complaints against FTI with the Vancouver Police Department and with the RCMP.
69. During this time, Grosz forwarded over 70 emails to the Proposal Trustee; the majority of which contained voluminous attachments generally having little to do with the Proposal proceedings.
70. On March 8, 2019 Grosz's application to set aside the CDO was adjourned at his request.
71. On April 10, 2019 Guo brought an application to have Grosz deemed a vexatious litigant. This application was dismissed.

72. On April 12, 2019 Grosz brought an application for an injunction order as against the Proposal Trustee. The hearing was adjourned at Grosz's request.
73. On November 5, 2019 Grosz brought an application to appoint himself as the Receiver over all of the assets of GLC. This application was dismissed.
74. On November 12, 2019 Grosz filed a Notice of Civil Claim against the Proposal Trustee, the Proposal Trustee's legal counsel and several other lawyers involved in the Proposal proceedings, all in their personal capacity.
75. As such, the Proposal Trustee was required to engage independent legal counsel. The Lawyers Insurance Fund appointed independent counsel for the lawyers named as defendants in the lawsuit (the "**Lawyer Defendants**").
76. On February 26, 2020 Grosz's Notice of Civil Claim was heard by this Honourable Court. During that hearing, counsel for the Lawyer Defendants sought an order declaring Grosz a vexatious litigant.
77. On August 4, 2020 the Court dismissed Grosz's claim as against the Proposal Trustee in his personal capacity as well as the Lawyer Defendants. In addition, the Court declared Grosz a vexatious litigant.
78. On March 4 and 5, 2020, Grosz's application to set aside the CDO was heard by this Honourable Court. On July 23, 2020 the Court dismissed Grosz's application.
79. The various complaints and litigation brought by Grosz resulted in a significant amount of professional time in dealing with these distractions. Although discussions between GLC's counsel and counsel for the Disputed Claims progressed during this period, it contributed to the delay of GLC seeking to amend its Proposal.

## THE DISPUTED CLAIMS

### Jianguo (Allen) Sun

80. The claim of Jianguo (Allen) Sun (the “**Sun Claim**”) relates to a Notice of Civil Claim and counter-claim dating back to November 2014.
81. The Sun Claim was disallowed by the Proposal Trustee and the disallowance was appealed by counsel to Sun. The Proposal Trustee and legal counsel for Sun agreed to adjourn the appeal generally.
82. Since the adjournment of the appeal, there has been no further activity with respect to the resolution of the Sun Claim.

### Jun Yuan

83. The claim of Jun Yuan (the “**Yuan Claim**”) relates to a dispute dating back to May 2015 wherein GLC acted for Yuan.
84. The Proposal Trustee has been advised by legal counsel to GLC and Guo, that the litigation has been settled for \$25,000 and that GLC’s counsel has been holding \$25,000 in trust to be released to Yuan’s legal counsel upon receipt of a signed Consent Dismissal Order (the “**Yuan Claim CDO**”).
85. The Proposal Trustee has also been provided with copies of emails from GLC’s counsel to Yuan’s counsel regarding the settlement discussions.
86. Accordingly, it would appear that the Yuan Claim has been settled, however the Proposal Trustee has not been provided with a copy of the final Yuan Claim CDO.

## **IRL Construction**

87. The claim of IRL Construction (“**IRL**”) relates to a dispute over the amount due for renovation work performed by IRL on GLC’s office.
88. The Proposal Trustee originally disallowed the claim. However, counsel to IRL appealed the disallowance and indicated that it would provide additional documentation to the Proposal Trustee for its review and consideration.
89. Accordingly, the Proposal Trustee was forwarded a significant amount of additional documentation including invoices and supporting documentation.
90. The Proposal Trustee reviewed the additional documentation provided by IRL and exchanged several emails with representatives of IRL in an attempt to assist the parties to reach a settlement on the value of the claim as between GLC and IRL.
91. Despite the Proposal Trustee’s efforts, an agreement could not be achieved as between the parties and the parties went to a trial before this Honourable Court.
92. The Proposal Trustee is aware that a judgement was rendered in favour of IRL in the amount of approximately \$320,000. The Proposal Trustee is aware that IRL had registered a lien in the amount of \$300,000 against the office owned by GLC and therefore IRL would now appear to have an unsecured claim in the approximate amount of \$20,000.

## **Robert Grosz**

93. As indicated previously, the claim of Grosz has now been settled and Grosz’s application to set aside the CDO has been dismissed.



## PLLR Lawyers

94. The claim filed by PLLR Lawyers arises from a claim being asserted by a purchaser of real property from one of GLC's clients.
95. The Trust Accounts of GLC held monies relating to a holdback from the sale of property owned by GLC's client who was a non-resident vendor (the "**Vendor**"). The holdback was intended to satisfy any non-resident tax assessed by the Canada Revenue Agency ("**CRA**") as against the Vendor.
96. As a result of the shortage in the Trust Accounts created by the Theft, GLC was unable to pay the taxes assessed by CRA against the Vendor. Despite the fact that the Vendor is the party obligated to pay the tax under the legislation, the purchaser of the real property may also be held responsible to ensure the Vendor makes the payment to CRA.
97. Accordingly, on July 24, 2017 CRA assessed the purchaser of the real property for the amount of the Vendor's tax obligation in addition to assessing a penalty for late payment and interest for the overdue amount.
98. The Proposal Trustee has been advised by PLLR Lawyers that CRA has been paid in full for the taxes assessed against its client from the funds paid by Lloyds to LSBC. In addition, CRA has advised PLLR Lawyers that the assessment for late payment and interest will be waived.
99. Accordingly, the Proposal Trustee expects the claim of PLLR Lawyers to be withdrawn once its client receives a clearance certificate from CRA.

## **Bank of Montreal**

100. The claim from the Bank of Montreal (“**BMO**”) relates to a cheque that was drawn on the Trust Accounts which was subsequently not honoured due to the discovery of the Theft. BMO had already cleared the cheque and as a result suffered a loss when it was not honoured by CIBC.
101. The Proposal Trustee and its counsel convened discussions with GLC’s counsel and BMO’s counsel regarding a process for adjudicating BMO’s claim.
102. However, subsequent to these discussions, the Proposal Trustee was advised by GLC’s legal counsel that a Notice of Civil Claim had been filed against BMO by GLC seeking damages against BMO on a joint and several basis with other named defendants in the approximate amount of \$6.6 million (the “**GLC BMO Claim**”).
103. In addition, the GLC BMO Claim seeks a declaration that the claim filed against GLC by BMO in GLC’s proposal proceedings is invalid, or in the alternative estopped from recovering any amount from GLC’s Proposal.
104. Accordingly, the GLC BMO Claim will require further litigation for its resolution and the Proposal Trustee would expect the timeline for this process to extend into a couple of years.

## **ANALYSIS OF AMENDMENT TO PROPOSAL AND DELAYS**

105. The Proposal Trustee and the Inspectors were supportive of the Company’s plan to seek the consent of the remaining Disputed Claims to an amendment to the Proposal so that the Proven Claims could be paid in full and these proceedings brought to a conclusion.
106. On November 18, 2020, a Notice of Motion was filed by GLC with the matter to be heard on December 3, 2020 (the “**Amendment Application**”).

107. However, BMO opposed the Amendment Application and the matter was adjourned generally. There is no apparent plan to reset the Amendment Application for hearing.
108. The Proposal Trustee notes that the Proven Claims have been patiently waiting for a dividend for several years. In addition to the passage of time, the Proposal Trustee notes the following factors as impediments to GLC's plan to amend the Proposal:
- (a) GLC's legal counsel has recently withdrawn resulting in further delay and uncertainty as to the timeline or commitment to amend GLC's Proposal;
  - (b) Guo has been subject to an on-going investigation by the LSBC into the causes of the Theft and the Proposal Trustee understands that LSBC has concluded that sanctions are warranted against Guo, which may adversely impact the financial affairs of GLC;
  - (c) Guo has not responded to the inquiries of the Proposal Trustee as to the timing of the Amendment Application or an alternative plan to bring these proceedings to a conclusion;
  - (d) Guo has not paid the Proposal Trustee or its counsel's fees for an extended period of time and has not provided a plan on how to address the outstanding fees; and
  - (e) The Company has not addressed the points of opposition detailed in BMO's response to the Amendment Application.
109. As a result, the Proposal Trustee is seeking directions and relief from this Honourable Court to enable it to expedite the Proposal's intended conclusion.

## A SUMMARY OF RECEIPTS AND DISBURSEMENTS

110. The receipts and disbursements of the Proposal Trustee since the commencement of these proceedings to May 5, 2021 are summarized in the following table:

<b>Statement of Proposal Trustee's Receipts and Disbursements</b>		
<b>for the period from January 13, 2017 to May 5, 2021</b>		
Proceeds from Mytopia sale		\$ 250,000.00
Proposal Trustee retainer		20,000.00
Funding from Guo		10,000.00
Interest earned		1,526.00
<b>TOTAL RECEIPTS</b>		<b>281,526.00</b>
Payment of Proposal Trustee fees and expenses		175,085.34
Payment of Proposal Trustee's legal counsel fees and expenses		99,904.51
Bank charges		109.75
<b>TOTAL DISBURSEMENTS</b>		<b>275,099.60</b>
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>		<b>\$ 6,426.40</b>

111. Prior to its appointment, the Proposal Trustee was provided with a retainer in the amount of \$20,000.
112. Upon the approval of the Proposal, the Proposal Trustee transferred the \$20,000 retainer to its trust account for GLC.
113. As indicated in the Proposal Trustee's Second Report to Court, Guo held a 35% interest in a company called Mytopia Inc. ("**Mytopia**"). The shares of Mytopia were pledged as an asset in the Support Agreement.
114. Mytopia owned three parcels of development land located in Surrey, BC.
115. Mytopia entered into a sale agreement for the lands in March 2017 and was provided with a non-refundable deposit in respect of the sale.

116. Guo was provided with \$250,000 by Mytopia in relation to the deposit funds which were turned over to the Proposal Trustee and deposited into its trust account.
117. These funds were then used to pay the fees and expenses of the Proposal Trustee and its legal counsel, with the approval of the estate Inspectors.
118. Despite a number of subsequent enquiries, the Proposal Trustee has not been provided with an update by Guo as to whether the Mytopia sale closed and if any further proceeds were received by Guo.
119. In June 2020, Guo provided the Proposal Trustee with additional funding of \$10,000.
120. The only other activity in the Proposal Trustee's trust account were interest earned on the deposit funds and bank service charges.
121. As at May 5, 2021, the Proposal Trustee was holding funds in the amount of \$6,426 in its trust account.

#### **THE FEES OF THE PROPOSAL TRUSTEE AND ITS COUNSEL**

122. Attached as Exhibit B to this report, is a summary of the Proposal Trustee's fees and expenses as well as the fees and expenses of its legal counsel.
123. As indicated in the summary, since the commencement of these proceedings, the Proposal Trustee has issued invoices totaling \$227,866.82 including out of pocket disbursements and goods and services tax.
124. The Proposal Trustee's first three invoices totaling \$52,787.48 were submitted to GLC and paid directly by the Company. Subsequently, the Proposal Trustee's fees were drawn from GLC's trust account with the approval of the Inspectors.

125. As noted in the summary, all of the invoices issued to June 30, 2020 have been approved by the Inspectors and paid.
126. The Proposal Trustee has not issued an invoice since June 2020.
127. Since the commencement of these proceedings, the Proposal Trustee's legal counsel has issued invoices totaling \$143,204.75 including out of pocket disbursements and applicable taxes.
128. As noted in the summary, \$99,904.51 has been approved by the Inspectors and paid from the funds in the Proposal Trustee's trust account.
129. The Proposal Trustee has been regularly advising GLC of its obligation to pay the Proposal Trustee and its counsel, however as indicated in the summary the Proposal Trustee's counsel is currently owed approximately \$43,300.24 for unpaid fees and the Proposal Trustee has approximately \$15,000 in unbilled work in process.
130. The activities of the Proposal Trustee to date have largely been covered in this report and prior reports to this Court and include among other activities:
  - (a) Working with the Company and its legal counsel in preparing the Proposal and communicating with the OSB and stakeholders in respect of same;
  - (b) Reviewing the Company's cash flow and monitoring its operations prior to the approval of the Proposal;
  - (c) Working with the Company to obtain appraisals on the Properties and engaging real estate agents;
  - (d) Arranging and attending two creditor meetings;

- (e) Attending meetings with Lloyd's and reviewing documents relating to the Lloyd's Policy;
- (f) Liaising with counsel in regards to the Lloyd's Order;
- (g) Meeting with representatives of LSBC to review the LSBC Claim;
- (h) Communicating with the real estate agents in relation to the marketing of the Properties;
- (i) Responding to creditor enquiries;
- (j) Reviewing the documents and correspondence forwarded to the Proposal Trustee by Grosz as described in detail previously and liaising with counsel in relation to the numerous applications and complaints filed by Grosz;
- (k) Reviewing and analyzing documentation provided in relation to Disputed Claims and in conjunction with the Proposal Trustee's counsel attempting to facilitate a plan for their resolution;
- (l) Communicating with and advising Guo in regards to a proposed amendment to the Proposal;
- (m) Reporting to this Honourable Court and undertaking the statutorily required obligations of a Proposal Trustee as set out in the BIA; and
- (n) Such other duties as required in relation to the Proposal.

131. The Proposal Trustee has not appended its invoices nor those of its legal counsel to this report due to the volume and privilege concerns. The Proposal Trustee notes that the invoices have been provided to the Company and approved by the estate Inspectors.

132. The Proposal Trustee would be pleased to provide copies to this Honourable Court should it desire to review them.
133. The Proposal Trustee also notes that it has not been reimbursed for the legal fees incurred as a result of the Proposal Trustee's defense against the lawsuit filed by Grosz. Due to solicitor client privilege these invoices have not been provided. The total fees incurred by the Proposal Trustee in this regard are \$16,465.16.
134. The Proposal Trustee respectfully requests the approval of this Honourable Court for its fees and disbursements from January 16, 2017 to June 30, 2020 in the amount of \$214,455.69 as well as approval of its activities to date.
135. The Proposal Trustee also respectfully requests the approval of this Honourable Court for the fees and disbursements of its legal counsel from January 16, 2017 to August 13, 2020 in the amount of \$141,568.98.

#### **CONDUCT OF SALE TO THE TRUSTEE**

136. The Support Agreement provides that the Sponsor will from time to time provide the Proposal Trustee with minimum transaction prices for each of the Properties.
137. Guo has previously indicated to the Proposal Trustee that she does not believe she should have to sell the Properties for the benefit of Disputed Claims which she believes to have no merit.
138. As indicated previously, the Properties were listed for sale by real estate agents at prices above or at the high end of the market comparisons.



139. Offers were presented by the agents, however subsequent to the withdrawal of the LSBC Claim, Guo was resistant to sell. As a result, when the listings expired the agents were not interested in extending as they did not want to exert effort on a process with no realistic expectation of a sale and by extension no commission to be earned.
140. Accordingly, the Proposal Trustee seeks exclusive conduct of sale of the Properties, allowing it to market the Properties, accept and then bring any offer determined by the Proposal Trustee to be fair market value before the Court for approval. Guo and GLC can of course oppose the approval of sales in Court if they are of the view any such sale is not for fair market value.
141. The Proposal Trustee can then sell Properties in accordance with the terms of the Proposal such that it holds sufficient funds to pay the Proven Claims in full while holding a cash reserve for the Disputed Claims.

#### **CERTAIN FUNDS INTO ESTATE**

142. As indicated previously, the Proposal Trustee was advised by Farris, legal counsel to GLC, that it had been provided with sufficient funds to satisfy the Proven Claims (the “**Proven Claims Funds**”).
143. Given that the Proposal Trustee is now aware of this counsel’s withdrawal, the Proposal Trustee seeks an order compelling counsel to remit the Proven Claims Funds to the Proposal Trustee.
144. The Proposal Trustee is also aware that Pryke Lambert Leathley Russell LLP (“**PLLR**”), legal counsel for one of the Trust Creditors is holding \$17,671.09 which was seized from GLC’s bank account prior to the commencement of the proposal proceedings (the “**Garnished Funds**”).

145. This Trust Creditor's counsel has inquired of the Proposal Trustee about where to forward the Garnished Funds. The Proposal terms do not directly address this issue, however the Proposal Trustee is of the view that the Garnished Funds should be directed to the Proposal Trustee for the benefit of the estate.

## **SUMMARY AND RELIEF SOUGHT**

146. The progress on concluding these proposal proceedings has now been stalled for approximately 18 months.

147. This delay is a result of a variety of factors, including the inaction of GLC and Guo, the failure of GLC to pay outstanding professional fees, the current issues Guo faces with the LSBC, the withdrawals of counsel to GLC, various specious legal actions commenced by Grosz, as well as some unanticipated issues in the wording of certain provisions in the Proposal.

148. In order to move the Proposal and these proceedings to completion, the Proposal Trustee respectfully seeks the following orders from this Honourable Court:

- (a) Exclusive conduct of sale of the Properties with all sales subject to the subsequent approval of the Court on notice to Guo and GLC;
- (b) Direction to GLC's former counsel Farris to release the Proven Claims Funds to the Proposal Trustee to be held by it for the benefit of the estate;
- (c) Direction to PLLR, to release the Garnished Funds to the Proposal Trustee to be held by it for the benefit of the estate;
- (d) Approval of the fees and disbursements of the Proposal Trustee for the period of January 16, 2017 to June 30, 2020;

- (e) Approval of the activities of the Proposal Trustee to date; and
- (f) Approval of the fees and disbursements of the Proposal Trustee's legal counsel for the period of January 16, 2017 to August 13, 2020.

All of which is respectfully submitted this 17<sup>th</sup> day of May, 2021.

FTI Consulting Canada Inc.,  
in its capacity as Proposal Trustee of  
Guo Law Corporation



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Name: Craig Munro  
Title: Managing Director,  
FTI Consulting Canada Inc.

# **EXHIBIT A**

Court No. 11-2204779  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA IN BANKRUPTCY AND INSOLVENCY**  
**IN THE MATTER OF THE PROPOSAL OF**  
**GUO LAW CORPORATION**

**DATED FOR REFERENCE February 17, 2017, as amended on March 30, 2017**

**MADE PURSUANT TO PART III DIVISION 1 OF THE**  
***BANKRUPTCY AND INSOLVENCY ACT,***  
**R.S.C. 1 985, C. B-3, AS AMENDED**

**ARTICLE I DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In this Proposal, the following terms are defined:

**"Approval Order"** means the Court Order made in the Proposal Proceeding approving the Proposal and directing the implementation of the Proposal.

**"BIA"** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended.

**"Business Day"** means a date other than a Saturday, Sunday or statutory holiday in British Columbia.

**"Claim"** means any right or claim of any person against the Company whether or not asserted in connection with any indebtedness, liability, or obligation of any kind whatsoever owed to such person, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal statutory, equitable, or fiduciary duty), any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part

on facts which existed prior to the Filing Date, and for certainty, includes Priority Claims.

**"Company"** means Guo Law Corporation.

**"Completion Date"** means that date on which all of the Company's obligations under this Proposal have been met.

**"Court"** means the Supreme Court of British Columbia.

**"Creditor"** means any person that has a Claim against the Company.

**"Crown"** means Her Majesty in right of Canada or a province.

- (a) **"Crown Claims"** means a Claim of the Crown for amounts that are outstanding as at the Filing Date and are of the kind that could be subject to a demand under: subsection 224(1.2) of the *Income Tax Act*;
- (b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
  - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
  - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

**"Custodian"** means The Law Society of British Columbia in its role pursuant to Part 6 of the *Legal Profession Act*.

**"Direct Trust Claims"** means Claims arising from the loss of and in the amount of funds held in a trust account of the Company.

**"Disputed Claim"** means any Claim of an Unsecured Creditor which has been received by the Trustee in accordance with the BIA but has not been accepted as a Proven Claim, or which is being disputed in whole or in part by the Trustee or any other person entitled to do so and has

not been resolved by agreement.

**"Effective Date"** means the earlier of:

- a) the date that is 24 months after the Approval Order;
- b) the date on which the Unsecured Creditor Fund is sufficient to pay all Proven Claims in full; or
- c) The Sale Transactions shall have closed in accordance with the terms of this Proposal and the Sponsor will have either:
  - i) recovered sufficient amount from the Recovery Proceedings to pay all Trust Claims in full; or
  - ii) will have exhausted her recourse, acting reasonably, with respect to the Recovery Proceedings,

provided that, in any event, the Trustee has satisfied all of its statutory requirements in order to complete a final distribution to Unsecured Creditors with Proven Claims, subject to subsection 7.5(c) of the Proposal.

**"Employee Priority Claims"** means any Proven Claim of any employees and former employees of the Company equal to the amounts that such employees and former employees would have been qualified to receive under Paragraph 136(l)(d) of the BIA if the Company had become bankrupt on the Filing Date.

**"Filing Date"** means January 6, 2017 the date when the Notice of Intention to File a Proposal was filed by the Company with the official receiver.

**"Final Distribution Date"** means the date that is 15 days after the Effective Date, subject to subsection 7.5(c) of the Proposal.

**"First Interim Distribution Date"** means the date that is 15 days after Sale Transactions have resulted in Net Proceeds equal to or greater than \$1,250,000.00.

**"Indirect Trust Claims"** means claims arising from Direct Trust Claims, including any damages or penalties from a taxation authority flowing from the loss of such funds.

**"Inspectors"** has the meaning ascribed to it in Section 7.5 of the Proposal.

**"Meeting"** means the meeting of the Unsecured Creditors called pursuant to the BIA for the purpose of considering and voting on the Proposal, as same may be amended at any such Meeting, and agreeing to the compromise and arrangement constituted thereby, and any adjournment thereof.

**"Net Sale Proceeds"** means the proceeds of any Sale Transaction net of selling commissions, normal closing adjustments and payment of outstanding property taxes and mortgages, as well as any capital gain tax payable in respect of any such Sale Transaction.

**"Priority Claim"** means a Proven Claim of a Creditor entitled to receive a payment of any amount owed to it in priority to other Creditors as provided for in Section 136 of the BIA, which for greater certainty includes Employee Priority Claims and Crown Claims.

**"Priority Creditor"** means a Creditor having a Priority Claim to the extent of that Priority Claim.

**"Post-Filing Creditor"** means any person who has supplied goods or services to or who has an entitlement to receive sales or excise taxes, source deductions or assessments and premiums from the Company arising subsequent to the Filing Date in relation to any unpaid amounts relating to such Post- Filing Claims.

**"Post-Filing Claims"** means all claims of Post-Filing Creditors for amounts alleged to be owed to them arising after the Filing Date.

**"Proof of Claim"** means the prescribed form of document required under the BIA to evidence the Proven Claim of an Unsecured Creditor under Part III of the BIA prior to the date of the Meeting, and includes a proof of claim filed by the Custodian on behalf of all Unsecured Creditors in respect of Direct Trust Claims.

**"Properties"** means the interests of the Sponsor in the properties listed as "Group A" and "Home" in the attached Schedule 1.

**"Proposal"** means this Proposal made pursuant to the provisions of Part III, Division I of the BIA, among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Company and the Unsecured Creditors, as provided for herein or pursuant to any Meeting of the Unsecured Creditor class.

**"Proposal Proceeding"** means the proceeding commenced by the Company under the BIA, being British Columbia Supreme Court, Vancouver Registry Action No. 11-2204779.

**"Proven Claim"** means an Unsecured Claim which, after delivery of a Proof of Claim to the Trustee has:

- (a) been admitted by the Trustee (following consultation with the Custodian regarding Direct Trust Claims) in whole or in part; or
- (b) been disallowed by the Trustee (following consultation with the Custodian regarding Direct Trust Claims), which disallowance has subsequently been set aside in whole or in part by the Court,



provided further that a Proven Claim shall not include the amount due to a Post-Filing Creditor in respect of a Post-Filing Claim, and Proven Claims shall not include any interest for the period subsequent to the Filing Date, and for the purpose of voting on and distribution under this Proposal, shall not include that portion (if any) of the Claim that is a Priority Claim.

**"Recovery Proceedings"** means the efforts taken by the Company and the Sponsor to: 1) recover the funds that were stolen from the Company's trust account giving rise to the Trust Claims, and 2) obtain the benefit of insurance coverage for Unsecured Creditors.

**"Sale Transactions"** means the sale of the properties pursuant to the terms of this Proposal.

**"Second Interim Distribution Date"** means the date that is 15 days after Sale Transactions have resulted in Net Proceeds equal to or greater than \$2,500,000.00.

**"Secured Creditors"** means those Creditors holding perfected Security Interests against any or all assets of the Company.

**"Security Interest"** means a valid and enforceable mortgage, charge or encumbrance on the Company's assets, whether contractual, statutory or otherwise, that is in existence as at the Filing Date, as determined by the Trustee pursuant to the BIA.

**"Sponsor"** means Hong Guo.

**"Sponsor Support Agreement"** means the agreement between the Sponsor and the Company, in the form attached hereto as Schedule 2.

**"Superintendent's Levy"** means the levy imposed by regulation by the Office of the Superintendent of Bankruptcy on funds received pursuant to proposals and in the administration of bankruptcies.

**"Trustee"** means FTI Consulting Canada Inc. appointed as Trustee of the Proposal in this Proposal Proceeding.

**"Trustee's Fees"** means all proper fees, expenses and legal costs of the Trustee on and incidental to the proceeding arising out of this Proposal and all proper fees, expenses and legal costs of the Trustee arising in relation to this Proposal.

**"Trust Claims"** means, collectively, Direct Trust Claims and Indirect Trust Claims.

**"Trust Creditors"** means those Creditors of the Company whose Claims are Trust Claims.

**"Unaffected Claims"** means Post-Filing Claims and Secured Claims.

**"Unaffected Creditors"** means Post-Filing Creditors and Secured Creditors.

**"Unsecured Creditors"** means all of the Creditors with an Unsecured Creditor Claim.

**"Unsecured Creditor Claim"** means a Claim of a Creditor with an unsecured Claim against the Company.

**"Unsecured Creditor Class"** means the class comprising of the Unsecured Creditors of the Company.

**"Unsecured Creditor Fund"** means the proceeds from the Recovery Proceedings and the Sale Transactions paid to the Trustee pursuant to this Proposal.

## **1.2 HEADINGS**

The division of the Proposal into Sections and the insertion of headings are for convenience only and do not form part of the Proposal and will not be used to interpret, define or limit the scope, extent or intent of the Proposal.

## **1.3 STATUTORY REFERENCE**

Unless otherwise specified, each reference to a statute is deemed to be a reference to that statute and to the regulations made under that statute, as amended or re-enacted from time to time.

## **1.4 NUMBER AND GENDER**

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

## **1.5 CURRENCY**

All references to amounts of money means lawful currency of the Dominion of Canada unless otherwise expressly indicated. All Proof of Claims submitted by Creditors in any other currency will be converted to Canadian dollars at the rate of exchange applicable at the Filing Date.

## **1.6 DATE FOR ANY ACTION**

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, that action shall be required to be taken on the next succeeding day that is a Business Day.

## **1.7 SCHEDULES**

The following are the schedule to this Proposal:

Schedule 1: Current estimated values of the Properties and encumbrances thereon.

Schedule 2: Form of Sponsor Support Agreement.

## **ARTICLE II PURPOSE AND EFFECT OF THE PROPOSAL**

### **2.1 PURPOSE OF THE PROPOSAL**

The purpose of this Proposal is to allow the Company the necessary time for the Trustee to complete the Sale Transactions and complete the Recovery Proceedings, in order to generate funds that the Company and Sponsor expect will pay the Unsecured Claims in full.

All of the Proven Claims will be paid in accordance with the terms of this Proposal.

The amounts paid to Unsecured Creditors with Proven Claims shall be increased by the amount payable on account of the Superintendent's Levy, such that each Unsecured Creditor with a Proven Claim will receive the full amount of the Proven Claim, and shall not be reduced by the amount of the Superintendent's Levy.

### **2.2 SALES PROCESS**

#### **Value of the Properties**

The Company's current estimate of the current fair market value of the Sponsor's equity in the Properties is set out in the attached Schedule 1.

The Company and the Sponsor will obtain appraisals of the Properties, and will share those appraisals with the Trustee.

#### **Sales Process**

The Sponsor will irrevocably appoint the Trustee as her agent to retain the services of local real estate professionals to sell the Properties, and to sell the Properties by the Effective Date in accordance with the terms of this Proposal and the Sponsor Support Agreement.

The Sponsor shall deliver all offers received to the Trustee for review by the Trustee. The Sponsor shall have the discretion to accept or reject any offers for any of the Properties, though any sale will be subject to approval by the Trustee or the Inspectors, if any as so appointed.

All of the Properties described as Group A are to be listed for sale by 90 days after the Approval Order is granted. If sufficient funds to pay the Proven Claims in full have not been realized by the earlier of:

- (a) the date of all of the Properties described as Group A have been sold; or
- (b) September 1, 2018,

then the Home shall be listed for sale. If the sale of the Properties described as Group A

and/or the Recovery Proceedings generate sufficient funds to pay all Proven Claims in full by September 1, 2018 then the Sponsor shall not be required to sell the Home.

The Sponsor shall deliver to the Trustee irrevocable powers of attorney (the “**Powers of Attorney**”) in a form registerable in the appropriate province’s Land Title Office. If, in the opinion of the Trustee, the Sponsor has unreasonably rejected an offer for sale of any of the Properties, or is otherwise frustrating the sales process set out in this Proposal, the Trustee may, at its discretion, accept any offer for sale of the Properties and effect the sale.

## **OTHER FUNDS**

The Company and Sponsor are undertaking the Recovery Proceedings, which include actions against the Company’s insurer, the Company’s employees responsible for the theft of trust funds, and certain other parties with respect to the Company’s trust funds.

The Sponsor and the Company, in consultation with the Trustee, will continue the Recovery Proceedings.

If, through its ongoing operations in the future, the Company is able to return to profitability, the Company will pay its profits thereafter (net of the economic value of the services rendered to it by the Sponsor based on one half of her usual hourly rate of \$400) to the Unsecured Creditor Fund.

### **2.3 PROCEEDS OF SALE AND RECOVERY PROCEEDINGS**

The Sponsor will irrevocably appoint the Trustee as her agent to receive the Net Proceeds of the Sale Transactions, which will be advanced by the Sponsor to the Company and held by the Company through the Trustee as part of the Unsecured Creditor Fund.

To the extent any of the Recovery Proceedings generate a recovery to the Company, it will pay the proceeds to the Trustee as part of the Unsecured Creditor Fund. And to the extent any of the Recovery Proceedings generate a recovery to the Sponsor, she will irrevocably appoint the Trustee as her agent to receive recovery, which will be advanced by the Sponsor to the Company and held by the Company through the Trustee as part of the Unsecured Creditor Fund.

The Sale Transactions and the Recovery Proceedings will proceed in tandem. If at any time the Unsecured Creditor Fund contains sufficient funds to pay all Proven Claims in full in accordance with the terms of this Proposal then the Sponsor shall not be required to undertake any further efforts to sell the Properties.

After payment of all Proven Claims in full and all other payments to be made pursuant to this Proposal and the BIA, the Trustee shall pay any remaining amounts of the Unsecured Creditor Fund to the Sponsor.

## **2.4 TRUSTEE UNDER THE PROPOSAL**

Subject to the provisions of the BIA, the Trustee shall act as the administrator for certain purposes connected with this Proposal, including management of the claims process, administration of the Meeting and any adjournments thereto and distribution of dividends to the Unsecured Creditors in accordance with the terms of this Proposal.

## **2.5 TREATMENT OF UNAFFECTED CREDITORS**

Unaffected Creditors are not included or in any way affected by this Proposal and will be paid in accordance with existing agreements between such creditors and the Company, as amended from time to time, or in accordance with alternative arrangements to be negotiated concurrently with the filing and implementation of this Proposal.

## **ARTICLE III TREATMENT OF CREDITORS**

### **3.1 CLASSES OF CREDITORS**

There will be one class of Creditors for the purpose of considering and voting upon the Proposal, that class being the Unsecured Creditor Class.

Unaffected Creditors and Unaffected Claims are unaffected by this Proposal.

### **3.2 PAYMENT TO UNSECURED CREDITORS**

On each of the First Interim Distribution Date and the Second Interim Distribution Date, if any, the Trustee will, in consultation with the Custodian, pay from the Unsecured Creditor Fund to the Unsecured Creditors *pari passu*, to a maximum of the Proven Claim of each Trust Creditor's Direct Trust Claim via the Custodian, and separately *pari passu* to a maximum of the balance of each Proven Claim to the Unsecured Creditors.

On the Final Distribution Date, the Trustee will, in consultation with the Custodian, pay from the Unsecured Creditor Fund to the Unsecured Creditors *pari passu*, to a maximum of the Proven Claim of each Trust Creditor's Direct Trust Claim via the Custodian, and separately *pari passu* to a maximum of the balance of each Proven Claim to the Unsecured Creditors.

### **3.3 ASSIGNMENT OF CLAIMS**

Upon payment of the Unsecured Creditor Fund to the Unsecured Creditors, the Unsecured Creditors hereby assign to the Sponsor all of their right and benefit in the Unsecured Creditor Claims, and their rights to recover from any of the Recovery Proceedings, to the Sponsor, to the extent those Unsecured Creditor Claims have been paid.

### **3.4 UNSECURED CREDITORS WITH DISPUTED CLAIMS**

Unsecured Creditors with Disputed Claims shall be entitled to attend the Meeting and cast a

vote in respect of the Proposal up to the value of their Disputed Claim. The Trustee shall keep a separate record and tabulation of any votes cast in respect of Disputed Claims. The Trustee shall report the result of the vote and the tabulation of votes of Proven Claims and Disputed Claims to the Court and, if the decision by Unsecured Creditors whether to approve or reject the Proposal is affected by the votes cast in respect of Disputed Claims, the Company shall seek direction from the Court in respect thereof. The fact that a Disputed Claim is allowed for voting purposes shall not preclude the Company or the Trustee from disputing the Disputed Claim for distribution purposes.

Any Unsecured Creditors with a Disputed Claim on the Distribution Date shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless, until and to the extent that such Disputed Claim is accepted as a Proven Claim, either by agreement or by order of the Court.

Pending resolution of each Disputed Claim, either by agreement or by order of the Court, the Trustee shall withhold such amount as would be payable to the Unsecured Creditor with such Disputed Claim if that Disputed Claim were a Proven Claim. If and to the extent a Disputed Claim is determined to be a Proven Claim, the Trustee shall distribute the appropriate payment to that Trust Creditor in respect of its Proven Claim within 10 days of that determination. If a Disputed Claim is not determined to be a Proven Claim, then such withheld amount shall be dealt with at the discretion of the Trustee.

### **3.5 ASSIGNMENT AND RELEASE**

Other than in respect of a payment on the First Interim Distribution Date or the Second Interim Distribution Date pursuant to section 3.2 of this Proposal, the Unsecured Creditors hereby agree to postpone payment of their Unsecured Creditor Claims to the Final Distribution Date as against the Company and as against any person who is jointly and severally liable for such Unsecured Creditor Claims including, without limitation, the Sponsor.

Upon the Trustee paying the Unsecured Creditor Fund to the Unsecured Creditors under the Proposal, each Unsecured Creditor shall:

- (a) assign the right and benefit in that portion of its Unsecured Creditor Claim which it has received from the Unsecured Creditors Fund to the Sponsor; and
- (b) provided the Direct Trust Claims have been paid in full, release the Sponsor and directors and officers of the Company from all Trust Claims that arose before the Filing Date and that relate to the obligations of the Company or the Sponsor prior to the Filing Date, regardless of the date of crystallization of such Claims, where the directors or officers are, by law, liable in their capacity as directors or officers for the payment of such obligation but shall not include claims that are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

## **ARTICLE IV PRIORITY PAYMENTS**

### **4.1 TRUSTEE'S FEES**

The Trustee's Fees will be paid by the Company in priority to payment of all Proven Claims in accordance with the provisions of the BIA from the proceeds of the Sale Transactions or from the Company's ongoing business operations.

### **4.2 PAYMENT OF PRIORITY CREDITORS**

The Trustee shall pay the following from the amounts paid to the Trustee pursuant to the Approval Order or Section 2.4 of the Proposal as applicable:

- (a) all Crown Claims within 6 months of the date the Approval Order is made;
- (b) all Employee Priority Claims, if any, immediately after the granting of the Approval Order; and
- (c) any other Priority Claims in accordance with Subsection 136(1) of the BIA prior to any distribution to the Unsecured Creditors Class.

## **ARTICLE V CONDITIONS PRECEDENT**

### **5.1 CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

The Effective Date is subject to the satisfaction or waiver of the following conditions precedent:

- (a) The Proposal being approved by the Unsecured Creditor class by the requisite percentages in relation to both numbers of the Unsecured Creditors voting and to the dollar amounts of Proven Claims of Unsecured Creditors voting in accordance with the provisions of the BIA;
- (b) The Approval Order has been issued and has not been stayed by an appeal of the Approval Order; and
- (c) All other actions, documents and agreements necessary to implement the Proposal shall have been effected and executed.

### **5.2 WAIVER OF CONDITIONS**

Any conditions precedent contained in Section 5.1 hereof, other than Subsections 5.1(a) and 5.1(b), may be waived by the Company with the prior consent of the Trustee.

## **ARTICLE VI DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THE PROPOSAL**

### **6.1 NOTICES AND PAYMENTS TO UNSECURED CREDITORS**

Any notices, correspondence and distributions to Creditors under or in relation to the Proposal shall be delivered to the address provided by each Creditor in its Proof of Claim, unless the Trustee is notified by a Creditor in writing of an alternative address for delivery.

### **6.2 UNDELIVERABLE DISTRIBUTIONS**

If any distribution to a Unsecured Creditor under the Proposal is returned to the Trustee, the Trustee shall make its best efforts to locate the Unsecured Creditor. Undeliverable distributions shall be retained by the Trustee until they are claimed or until the date of the Trustee's discharge, after which they shall, subject to Section 154(1) of the BIA and Directive No. 18 of the Superintendent of Bankruptcy, be paid over by the Trustee to the Superintendent of Bankruptcy.

### **6.3 WITHHOLDING TAXES AND SUPERINTENDENT'S LEVY**

All distributions made by the Trustee pursuant to the Proposal shall be made net of all applicable levies in accordance with the BIA and regulations thereto, including the levy imposed by the Superintendent of Bankruptcy under the BIA.

Notwithstanding any other provision of the Proposal, each Unsecured Creditor that is to receive a distribution pursuant to the Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

## **ARTICLE VII MEETING OF THE UNSECURED CREDITORS**

### **7.1 MEETING**

The Meeting for the Unsecured Creditor Class to consider and vote on the Proposal shall be conducted in accordance with Division 1-General Scheme for Proposals of the BIA.

### **7.2 VOTING**

The Proposal is to be voted on by the Unsecured Creditor Class at the Meeting.

For the purposes of voting each Unsecured Creditor shall have one vote for the purposes of determining a majority in number and each Unsecured Creditor shall be entitled to one vote for each \$1.00 of its Proven Claim for the purpose of determining a majority in value.

### **7.3 PROXIES AND VOTING LETTERS**

Unsecured Creditors will be entitled to vote at the Meeting by proxy or voting letter. The particulars with respect to voting by proxy or voting letter will be detailed in the package provided to the Unsecured Creditors by the Trustee and will be binding upon all Unsecured



Creditors.

#### **7.4 ADJOURNMENT OF MEETING**

The Chair of the Meeting may adjourn the Meeting for any of the purposes as indicated in section 52 of the BIA upon such terms as are considered appropriate by the Chair upon notice to those persons present at the Meeting.

#### **7.5 INSPECTORS**

At the Meeting, the Unsecured Creditors may appoint one or more but not exceeding five inspectors (the "**Inspectors**") under the Proposal whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under the Proposal or any amendment thereto as the Trustee may, from time to time, request;
- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of Unsecured Creditors under the Proposal;
- (c) to extend the Distribution Date and/or Effective Date provided for under the Proposal; and
- (d) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee.

The Custodian will serve as an Inspector if appointed by the Unsecured Creditors.

In the event the Unsecured Creditors do not elect to appoint Inspectors under the Proposal, the Trustee shall be entitled to proceed as if authorized by the Inspectors and, subject to taxation thereof, to be paid by the Company for services rendered by it pursuant and in relation to the Proposal.

The Trustee, and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, willful misconduct or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by the Proposal, the BIA or generally in carrying out the terms of the Proposal.

### **ARTICLE VIII AMENDMENTS AND MODIFICATIONS**

#### **8.1 AMENDMENT OF PROPOSAL**

The Company reserves the right, with the consent of the Trustee, and in consultation with the Custodian, to amend the Proposal at any time prior to the Meeting.

## **8.2 MODIFICATION OF PROPOSAL**

After the Meeting, the Proposal may be modified from time to time:

- (a) if the amendment is considered by the Trustee and the Inspectors (should any be appointed) to be non-substantive in nature, with the approval of the Trustee and the majority of the Inspectors (should any be appointed);
- (b) upon a vote conducted by the Trustee at a further meeting of Unsecured Creditors; and
- (c) by the Court at any time on application of the Company or the Trustee and upon notice to those determined by the Company and the Trustee to be directly affected by the proposed modification, whether an Unsecured Creditor or not.

## **8.3 WAIVERS**

Other than the conditions precedent contained in Subsections 5.1(a) and 5.1(b) hereof, any provision of the Proposal may be waived, with the consent of the Trustee, by the Unsecured Creditor Class or by an Unsecured Creditor affected by the provision.

## **ARTICLE IX APPLICATION FOR APPROVAL ORDER**

### **9.1 APPLICATION FOR APPROVAL ORDER**

After the Proposal has been approved by the Unsecured Creditors by the requisite percentages in relation to both numbers of Unsecured Creditors and dollar amounts of Proven Claims of Unsecured Creditors voting on the resolution at the Meeting, the Trustee will apply to the Court for the Approval Order in accordance with section 58 of the BIA.

### **9.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

Except as against the Unaffected Creditors, the stay of proceedings provided for in Subsection 69.1(1) of the BIA will be continued in full force and effect from the date of filing of the Proposal until the Completion Date, or if the Company becomes bankrupt, the date of bankruptcy.

## **ARTICLE X GENERAL**

### **10.1 CERTIFICATE OF FULL PERFORMANCE OF PROPOSAL**

Following the Completion Date, the Trustee shall give to the Company and the official receiver a certificate, in the prescribed form, in accordance with Section 65.3 of the BIA.

### **10.2 FURTHER ACTIONS**

The Company will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Proposal and to give effect to the transactions contemplated hereby.

### 10.3 NOTICES

All notices and correspondence relating to the Proposal and to be delivered to the Company or the Trustee shall be made in writing and shall be delivered either personally, by email, by telecopy, by regular mail, by registered mail or by certified mail, return receipt request, at the following address:

c/o FTI Consulting Canada  
Inc. 701 West Georgia  
Street  
Suite 1502  
Vancouver, BC V7Y 1C6  
Telephone: (604) 601-5691 Facsimile: (604) 801-5911

And if to a Unsecured Creditor, at its address set forth in the last Proof of Claim deposited with the Trustee, or at such other address of which the Unsecured Creditor has subsequently given the Trustee notice in writing.

### 10.4 DATE & REFERENCE

The Proposal may be referred to as being the Proposal of the Company dated for reference February 17, 2017.

### 10.5 SUCCESSORS AND ASSIGNS

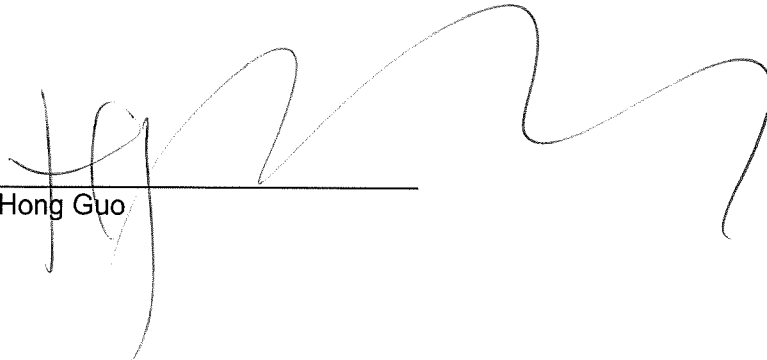
The Proposal is binding upon the Company and the Unsecured Creditors and their respective heirs, executors, administrators, successors and assigns.

DATED at the City of Vancouver, Province of British Columbia this 30<sup>th</sup> day of March, 2017.

### GUO LAW CORPORATION

Per Authorized Signatory

Hong Guo



**Schedule 1**  
**Current Estimated Values of the Properties and Encumbrances Thereon**

**Consolidated Real Property of Hong Guo and Guo Law Corporation**  
**Schedule 1 - Table of Real Property Equity**

	2016 Assessed Value	FMV	Mortgages		Other Encumbrances	Transaction Costs	Estimated Equity
			#	Rate			
<b><u>Hong Guo's Investment Property (the "Group A")</u></b>							
143-5951 Minoru Blvd., Richmond, BC	370,400	370,400			\$35,828.91 of inter-alia Judgment Van. Reg. S166116 (Andrews Realty)	15,112	319,459
6351 Francis Road, Richmond, BC	1,655,000	1,655,000	1st	2.60%	\$35,828.91 of inter-alia Judgment Van. Reg. S166116 (Andrews Realty)	53,650	458,913
			2nd	9.00%			
1736 St. John Street, Regina, SK	112,300	175,000			Lien claim of \$59,900	8,750	106,350
Saskatchewan Farmland	724,500	1,191,000	1st	4.30%		59,550	855,450
1) Fillmore RM	124,000	272,000				13,600	
2) Key West RM	229,700	346,000				17,300	
3) Caledonia RM	370,400	573,000				28,650	

**Mytopia Inc. (Hong Guo has a 35% shareholder interest) (the "Group A")**

Surrey Development Properties	12,525,400	16,192,000	1st	6.90%		489,760	2,713,284
1) 16725 15 Avenue, Surrey, BC	8,879,000		2nd	12.00%			
2) 16530 16 Avenue,	1,667,500						

Surrey, BC  
 3) 16616 16 Avenue,  
 Surrey, BC 1,978,900

Potential recovery of equity due to split of \$400,000 inter-alia mortgage between 6351 Francis Road and 5080 Linfield Gate 200,000  
 Recovery of equity due to split of \$35,828.19 inter-alia Judgment Van. Reg. S166116 (Andrews Realty) between 143-5951 Minoru Blvd, 6351 Francis Road, 5080 Linfield Gate and 200-6061 No. 3 Road 35,829  
 Estimated tax impact of the sales -740,000

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**Total estimated equities from the Group A: 3,949,285**

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Hong Guo's Home (1/2 interest) (the "Home")

5080 Linfield Gate, Richmond, BC	2,389,000	2,389,000	1st 3.04%	\$646,481.51	\$35,828.91 of inter-alia Judgment Van. Reg. S166116 (Andrews Realty)	75,670	315,510
			2nd 9.00%	\$400,000.00			
			3rd 10.95%	\$600,000.00			

Potential recovery of equity due to split of \$400,000 inter-alia mortgage between 6351 Francis Road and 5080 Linfield Gate (50%) 100,000  
 Potential recovery of equity due to split of \$600,000 inter-alia mortgage between 5080 Linfield Gate and 200-6061 No. 3 Road (50%) 150,000  
 Recovery of equity due to split of \$35,828.19 inter-alia Judgment Van. Reg. S166116 (Andrews Realty) between 143-5951 Minoru Blvd, 6351 Francis Road, 5080 Linfield Gate and 200-6061 No. 3 Road 35,829

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**Total estimated equities from the Home: 601,339**

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**Total estimated equities of Group A, and Hong Gou's Home: 4,550,624**

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**Schedule 2**

**Proposal Support Agreement**  
Dated for Reference March 30, 2017

**AMONG**

Hong Guo  
5080 Linfield Gate  
Richmond, BC V7C 4L4

(the "Sponsor")

**AND**

Guo Law Corporation  
6061 No. 3 Road  
Richmond, BC V6Y 2B2

(the "Company")

**WHEREAS**

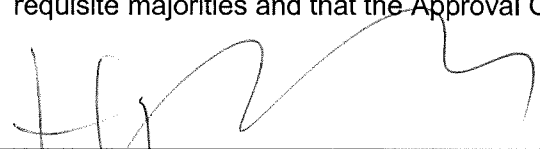
- A. The Company has filed a Notice of Intention to Make a Proposal pursuant to the *Bankruptcy and Insolvency Act* in the form attached hereto as Schedule "A" (the "Proposal"); and
- B. The Sponsor desires to fund the Company's proposal by selling her personal assets and taking steps to recover funds for the benefit of the Company and its creditors;

In consideration for the mutual promises contained herein, the parties agree as follows:

1. All defined terms herein have the same meaning as defined in the Proposal.
2. The Sponsor agrees to be bound by the terms of the Proposal.
3. The Sponsor hereby irrevocably appoints the Trustee to sell the Properties in accordance with the terms of the Proposal. The Trustee will, in consultation with the Sponsor, retain the services of local real estate professionals to market and list the Properties. The Sponsor shall, from time to time, provide the Trustee with minimum transaction prices for each of the Properties, and the Trustee shall have full authority to execute binding agreements to sell such Properties on behalf of and in the name of the Sponsor provided the transaction price is in excess of the minimum transaction price for each such property. The Sponsor herself shall undertake such steps in support of marketing and sales of the Properties as the Trustee may reasonably request. The Sponsor will pay all net sale proceeds to the Trustee in accordance with the terms of the Proposal.
4. The Sponsor agrees not to take any steps to encumber the Properties including but not limited to granting any mortgages or consenting to judgment that could be registered

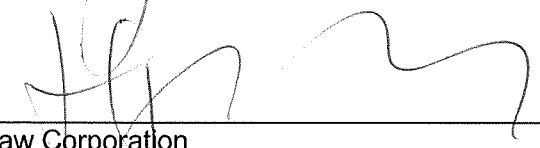
against the Properties, without the prior consent of the Trustee, the Inspectors (if any are appointed), and the Custodian. To the extent judgments are registered against any of the Properties, the Sponsor agrees to take all reasonable steps to obtain a judicial stay of proceedings of such judgments pending completion of the Proposal.

5. The Sponsor agrees to advance the Recovery Proceedings, and to take all reasonable steps to exhaust recourse in respect of same. The Sponsor further agrees to pay any net proceeds of the Recovery Proceedings to the Trustee in accordance with the terms of the Proposal.
6. The Company agrees that, if all Proven Claims are paid in full and if there are any excess funds from the Sale Transactions or the Recovery Proceedings, that it will reimburse the Sponsor for any costs incurred in the Sale Transactions and the Recovery Proceedings for which the Sponsor remains liable at the Effective Date.
7. The Company agrees to comply with the terms of the Proposal.
8. It is a condition precedent to this agreement that the Proposal be approved by the requisite majorities and that the Approval Order be pronounced.



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Hong Guo



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Guo Law Corporation  
Per: Hong Guo





# **EXHIBIT B**

**FTI Fees and Expenses**

<u>Invoice Number</u>	<u>Period Covered</u>	<u>Fees</u>	<u>Expenses</u>	<u>GST</u>	<u>PST</u>	<u>Total</u>	<u>Inspector Approval</u>
29002442	Jan 16 - Jan 29, 2017	21,322.00	311.78	1,081.69		22,715.47 Paid	Yes
29002471	Jan 30 - Feb 12, 2017	12,639.50		631.98		13,271.48 Paid	Yes
29002484	Feb 13 - Feb 26, 2017	16,000.50		800.03		16,800.53 Paid	Yes
29002516	Feb 27 - Mar 14, 2017	8,420.00	1,369.89	489.49		10,279.38 Paid	Yes
29002526	Mar 15 - Mar 26, 2017	7,647.50	10.00	382.88		8,040.38 Paid	Yes
29002564	Mar 27 - Apr 9, 2017	9,184.00	1,184.25	518.41		10,886.66 Paid	Yes
29002603	Apr 10 - Apr 30, 2017	10,934.00	475.89	570.49		11,980.38 Paid	Yes
29002614	May 1 - May 14, 2017	5,530.50		276.53		5,807.03 Paid	Yes
29002633	May 15 - May 31, 2017	7,417.00		370.85		7,787.85 Paid	Yes
29002670	June 1 - June 18, 2017	5,406.50	138.74	277.26		5,822.50 Paid	Yes
29002692	June 19 - June 30, 2017	3,450.00		172.50		3,622.50 Paid	Yes
29002725	July 1 - July 16, 2017	5,139.50		256.98		5,396.48 Paid	Yes
29002756	July 17 - July 31, 2017	2,150.00		107.50		2,257.50 Paid	Yes
29002781	Aug 1 - Aug 13, 2017	5,050.00	150.00	260.00		5,460.00 Paid	Yes
29002789	Aug 14 - Aug 31, 2017	4,000.00		200.00		4,200.00 Paid	Yes
29002840	Sept 1 - Sept 17, 2017	9,300.00		465.00		9,765.00 Paid	Yes
29002867	Sept 18 - Sept 30, 2017	5,350.00		267.50		5,617.50 Paid	Yes
29002894	Oct 1 - Oct 15, 2017	7,500.00		375.00		7,875.00 Paid	Yes
29002923	Oct 16 - Oct 31, 2017	5,650.00		282.50		5,932.50 Paid	Yes
29002946	Nov 1 - Nov 12, 2017	2,050.00		102.50		2,152.50 Paid	Yes
29002980	Nov 13 - Nov 30, 2017	7,350.00		367.50		7,717.50 Paid	Yes
29003012	Dec 1 - Dec 17, 2017	12,860.00		643.00		13,503.00 Paid	Yes
29003027	Dec 18 - Dec 31, 2017	700.00		35.00		735.00 Paid	Yes
29003062	Jan 1 - Jan 14, 2018	1,155.00		57.75		1,212.75 Paid	Yes
29003089	Jan 15 - Jan 31, 2018	4,620.00		231.00		4,851.00 Paid	Yes
29003111	Feb 1 - Feb 15, 2018	2,362.50		118.13		2,480.63 Paid	Yes
29003136	Feb 16 - Feb 28, 2018	1,785.00		89.25		1,874.25 Paid	Yes
29003162	Mar 1 - Mar 18, 2018	1,890.00		94.50		1,984.50 Paid	Yes
29003167	Mar 19 - Mar 31, 2020	1,365.00		68.25		1,433.25 Paid	Yes
29003215	Apr 1 - Apr 30, 2018	1,312.50		65.63		1,378.13 Paid	Yes
29003243	May 1 - May 13, 2018	1,942.50		97.13		2,039.63 Paid	Yes
29003253	May 14 - May 31, 2018	1,207.50		60.38		1,267.88 Paid	Yes
29003298	Jun 1 - Jun 30, 2018	4,305.00		215.25		4,520.25 Paid	Yes
29003408	Jul 1 - Sept 30, 2018	3,570.00	36.93	180.35		3,787.28 Paid	Yes
29004277	Oct 1, 2018 - June 30, 2020	12,772.50		638.63		13,411.13 Paid	Yes

213,338.50	3,640.55	10,850.84	-	227,866.82
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**Gowling WLG Fees and Expenses**

<u>Invoice Number</u>	<u>Period Covered</u>	<u>Fees</u>	<u>Expenses</u>	<u>GST</u>	<u>PST</u>	<u>Total</u>	<u>Inspector Approval</u>
18691206	Apr 4 - May 26, 2017	2,750.00	33.75	139.19	192.50	3,115.44 Paid	Yes
18709874	May 27 - June 23, 2017	11,129.50	149.97	560.32	779.07	12,618.86 Paid	Yes
18728887	June 24 - July 28, 2017	2,132.50	60.19	109.64	153.38	2,455.71 Paid	Yes
18751969	July 29 - Aug 16, 2017	990.00	42.82	51.64	69.30	1,153.76 Paid	Yes
18764838	Aug 17 - Sept 22, 2017	8,866.50	42.25	445.44	620.66	9,974.85 Paid	Yes
18782672	Sept 19 - Oct 23, 2017	20,094.00	61.57	1,007.78	1,406.58	22,569.93 Paid	Yes
18800527	Oct 3 - Nov 26, 2017	7,015.00	1,960.34	354.18	494.31	9,823.83 Paid	Yes
18830750	Nov 27 - Dec 31, 2017	14,850.00	189.27	751.61	1,039.50	16,830.38 Paid	Yes
18852297	Jan 1 - Jan 30, 2018	1,938.00	40.82	98.94	138.39	2,216.15 Paid	Yes
18867397	Jan 30 - Feb 28, 2018	741.00	1.34	37.12	51.87	831.33 Paid	Yes
18886442	Feb 26 - Mar 14, 2018	3,477.00	16.84	174.69	243.39	3,911.92 Paid	Yes
18908604	Mar 15 - Apr 27, 2018	1,596.00	1.34	79.87	111.72	1,788.93 Paid	Yes
18923262	Apr 28 - May 22, 2018	1,482.00	1.59	74.18	103.74	1,661.51 Paid	Yes
18943377	May 23 - June 21, 2018	1,995.00	1.34	99.82	139.65	2,235.81 Paid	Yes
18981584	June 22 - Aug 29, 2018	114.00	1.34	5.77	7.98	129.09 Paid	Yes
18999238	Aug 30 - Sept 18, 2018	1,254.00	0.50	62.73	87.78	1,405.01 Paid	Yes
19068004	Sept 19 - Dec 31, 2018	342.00	1.34	17.17	23.94	384.45 Paid	Yes
19091815	Jan 1 - Feb 6, 2019	360.00	1.37	18.07	25.20	404.64 Paid	Yes
19106437	Feb 7 - Feb 21, 2019	720.00	1.62	36.08	50.40	808.10 Paid	Yes
19132812	Feb 22 - Mar 28, 2019	4,980.00	6.87	249.34	348.60	5,584.81 Paid	Yes
19164772	Mar 29 - Apr 24, 2019	10,560.00	108.12	533.41	739.20	11,940.73	
19185838	Apr 25 - Jun 7, 2019	240.00	15.62	12.78	16.80	285.20	
19209107	Jun 8 - July 31, 2019	900.00	1.62	45.08	63.00	1,009.70	
19248816	Aug 1 - Sept 30, 2019	420.00	1.62	21.08	29.40	472.10	
19267324	Aug 1 - Oct 24, 2019	1,200.00	1.37	60.07	84.00	1,345.44	
19287707	Oct 25 - Nov 29, 2019	8,160.00	84.01	412.20	571.20	9,227.41	
19317849	Nov 30 - Dec 31, 2019	6,000.00	11.75	300.59	420.00	6,732.34	
19336700	Jan 1 - Jan 31, 2020	756.00	3.84	37.99	52.92	850.75	
19351962	Feb 1 - Feb 28, 2020	315.00	1.39	15.82	22.05	354.26	
19371176	Feb 29 - Mar 30, 2020	2,644.00	1.39	132.27	185.08	2,962.74	
19386763	Mar 31 - Apr 29, 2020	126.00		6.30	8.82	141.12	
19405218	Apr 30 - May 27, 2020	378.00		18.90	26.46	423.36	
19420888	Apr 30 - June 30, 2020	3,906.00	132.74	195.96	273.42	4,508.12	
19443205	Jun 30 - Aug 13, 2020	1,260.00		63.00	88.20	1,411.20	

123,691.50	2,979.94	5,458.20	7,020.36	141,568.98
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**DLA Piper Fees and Expenses**

1993012	Oct 1 - Nov 30, 2020	1,206.50		60.33	84.46	1,351.29	
2000605	Dec 1 - Dec 31, 2020	254.00		12.70	17.78	284.48	