



LAW OFFICES OF  
STEVE QI & ASSOCIATES  
博雄聯合律師事務所

# NEWSLETTER ISSUE No. 6 Nov. 18, 2009

**LAW FIRM'S JURY TRIAL VERDICT REPORTED BY *DAILY JOURNAL*,  
CALIFORNIA'S LARGEST LEGAL NEWS PROVIDER**  
我所贏得陪審團裁決 獲加州最大法律新聞媒體作特別報導

November 18, 2009, Los Angeles – On November 13, 2009, Daily Journal, California's largest legal news provider, reported a jury verdict of \$370,000 plus interest won by the Law Offices of Steve Qi & Associates. A judgment in the amount of \$433,795 was signed into order against the Defendants on October 22, 2009.

In our July 1, 2009 issue of the newsletter (Issue No. 4), we reported the jury verdict win on the case and the details of the trial. The Daily Journal is the most prestigious newspaper for the legal profession in the state of California. It is exclusively dedicated to the legal industry, and serves the entire state of California.

Less than half a year ago, as a lead attorney in another major business litigation case, Mr. Steve Qi of the law firm also prevailed in all causes of action, including breach of contract and fraud, with an award close to \$3 million. In that case, the Defendant was a local businessman involved in import and wholesale of fashion shoes and our law firm represented four Chinese Exporters.

The Law Offices of Steve Qi and Associates has been involved in many other business and civil litigation cases in which we prevailed through trial or before trial on the merits of the case, even though sometimes the case looks very unfavorable to our clients at first. In addition to litigation, the firm is also legal counsel to numerous local and international corporations, and is heavily involved in transactional legal activities such as mergers and acquisitions, drafting all kinds of legal documents such as contracts, employee handbooks, etc. The firm also helps business clients in handling intellectual property matters such as trade mark and copyright.

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### 我所贏得陪審團裁決 獲加州最大法律新聞媒體作特別報導

2009年11月18日，洛杉磯 — 加州最大的專業法律新聞媒體“每日法律新聞”，在2009年11月13日特別報導了博雄聯合律師事務所贏得的37萬美元附加利息的陪審團裁決。另外，審理法官在2009年10月22日正式簽署了該案判決書，總賠償金額達\$433,795美元。

我所在之前2009年7月1日的新聞信（第四期）中，已經報導過這起案件的勝利，並詳細介紹了審判過程。“每日法律新聞”是美國加州最為知名的法律法庭新聞報章，其專門報導各類法律法庭新聞，服務整個加州。

在差不多半年前，戚律師作為主要代表律師，也曾經成功贏得一宗接近三萬百美元賠償的商業訴訟案件，當中涉及違約及詐騙。不過該案件的被告是一位美國本地商人，從事時裝鞋子的進口及批發活動，而原告是來自中國的四家出口商。

博雄聯合律師事務所曾參與多宗商業及民事訴訟案件，並在審訊前或審訊的過程中獲得勝利，雖然部份案件在表面看來勝利機會渺茫。除了訴訟外，我們也為多家本地及國際股份有限公司擔任法律顧問，並積極在法律上提供商業業務的協助，包括擬寫各類法律文件如合約及員工手冊等。我們也幫助客戶處理知識產權的事宜，例如專利、商標及版權。

如需了解更多博雄聯合律師事務所的相關信息，敬請聯絡：

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## VERDICTS & SETTLEMENTS

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FRIDAY, NOVEMBER 13, 2009

### CONTRACTS

#### FRAUD

##### Breach of Contract

**VERDICT:** \$370,000 plus pre-judgment interest.

**CASE/NUMBER:** Roy Hu v. Tianrong Situ / BC390312.

**COURT/DATE:** Los Angeles Superior Central / May 22, 2009.

**JUDGE:** Hon. Helen I. Bendix.

**ATTORNEYS:** Plaintiff - Steve Qi (Law Offices of Steven Qi & Associates, Alhambra).

Defendant - Sam X.J. Wu (Law Offices of Sam X.J. Wu, APC, Diamond Bar); Steven W. Hashimoto (Law Office of Steven W. Hashimoto, Pasadena).

**FACTS:** On Dec. 15, 2006, KPL Scaffold Inc. (KPL) was incorporated by defendant Tianrong Situ (Situ). Situ was the sole shareholder and president. In March 2007, plaintiff Roy Hu and Situ entered negotiations for Hu to become a shareholder. Situ drafted a proposed "Share Transfer Agreement," which stated that KPL had possessed capital of \$2 million, \$600,000 of which would be transferred by Hu. In return, Hu would receive a 30 percent interest in KPL. As represented by Situ, another \$600,000 was to be transferred by Hong Kong Huilong Holdings Co. Ltd. (Huilong), who would also receive a 30 percent

interest in KPL. Situ would retain the remaining 40 percent interest.

In fact, at the time the agreement was drafted and presented to Hu, KPL had no capital invested in it at all, according to plaintiff's counsel.

The parties did not sign the agreement because there were some minor revisions that needed to be made. In the meantime, starting from March 2007 through May 2007, Hu made wire transfers from his own company and himself to KPL totaling \$350,000. Huilong, however, was never involved in the deal as Situ had represented and wanted Hu to believe, according to plaintiff's counsel.

In August 2007, Situ gave Hu a letter of confirmation of Hu's contribution of \$350,000. However, in information statements filed with the Secretary of State in March and December 2007, Situ remained listed as the sole director and president. When Hu asked for the money back, Situ refused. Hu sued for fraud, breach of contract and rescission. Situ counter-sued Hu for breach of contract and failure to repay a loan.

**PLAINTIFF'S CONTENTIONS:** Hu claimed that Situ fraudulently represented that he had invested \$2 million in KPL, and that Huilong would invest in KPL, in an effort to induce Hu into investing in KPL. Hu also claimed that Situ breached the contract by failing to secure the

investment of Huilong, repeatedly failing to explain or clarify the situation, failing to respond to requests for information, failing to produce an agreement to sign, failing to issue stock certificates, and failing to produce even a receipt for the funds Hu contributed.

**DEFENDANT'S CONTENTIONS:** Situ claimed that Hu breached the agreement when he ceased performing and requested rescission. Situ further claimed that Hu failed to purchase KPL stock as agreed and failed to repay a loan made by Situ.

**DAMAGES:** Hu sought compensatory damages, interest, and punitive damages.

**SETTLEMENT DISCUSSIONS:** According to plaintiff's counsel: At trial, plaintiff demanded \$350,000, which was countered by the defense's offer of \$300,000 in stock certificate. Defendant never offered \$420,000, which plaintiff would have accepted.

According to defense counsel: At trial, plaintiff demanded \$570,000. Defendant offered \$420,000, but this was rejected by plaintiff.

**RESULT:** The jury found in favor of plaintiff Hu and awarded him \$370,000, plus interest. The jury rejected plaintiff's punitive damages claim.

**FILING DATE:** May 6, 2008.