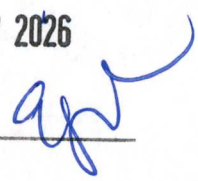


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 17 2026

E. Usher



LAT.

MAR 18 2026
R

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

MI TANG derivatively on behalf of LEGEND
INTERNATIONAL INVESTMENT, LP,

Plaintiffs,

v.

AMERICAN EVERGLOW REGIONAL
CENTER, LLC; LEGEND INVESTMENT
MANAGEMENT, LLC; GLORY
INVESTMENT INTERNATIONAL INC.;
HUA GUO; STEVEN SHI QIN; YUE
ZHANG; BLOOMAGE BEVERLY HILLS
INVESTMENT, INC.; BLOOMING
INVESTMENT GROUP INC.; FORGE
INNOVATION DEVELOPMENT CORP.;
DAVID S.W. FANG, A PROFESSIONAL
LAW CORPORATION; UNIVERSITY
CAMPUS HOTEL LLC; PRIME
INVESTMENT INTERNATIONAL INC.,

Defendants,

and

LEGEND INTERNATIONAL INVESTMENT,
LP,

Nominal Defendant.

Case No.: CVRI2104400

COURT'S JUDGMENT

1 This cause came on for court trial pursuant to notice and order of the Court on October 2,
2 2025, in Department 4 of the Riverside Superior Court, Hon. Daniel Ottolia, judge presiding. The
3 trial concluded on October 15, 2025. Plaintiff Mi Tang, derivatively on behalf of Nominal
4 Defendant Legend International Investment, LP ("Legend LP"), appeared through her attorneys of
5 record: Caleb Liang of LTL Attorneys LLP, and Hung Ta and Alexander Hu of HGT Law.
6 Defendants American Everglow Regional Center, LLC ("AERC"); Legend Investment
7 Management, LLC ("LIM"); Glory Investment International Inc. ("Glory"); Hua Guo ("Guo");
8 Steven Zhi Qin ("Qin"); Blooming Investment Group Inc.; Forge Innovation Development Corp.
9 ("Forge"); University Campus Hotel LLC; and Prime Investment International Inc. (collectively,
10 "Defendants") appeared through their attorney of record: Ruben Newell of P&N Law Firm.
11 Defendant Yue Zhang ("Zhang") was properly and duly served with a copy of the summons and
12 complaint, but failed to answer the complaint or appear and defend the action within the time
13 allowed by law. Nominal Defendant Legend International Investment, LP likewise was properly
14 14 and duly served with a copy of the summons and complaint, but failed to answer the complaint
15 or appear and defend the action within the time allowed by law. The defaults of Zhang and
16 Legend LP were entered by the clerk upon Plaintiffs application.

17 On December 19, 2025, Plaintiff and Defendants submitted briefing in lieu of closing
18 statements. Responsive briefing was to be submitted by the parties on or before January 18, 2025.
19 After hearing and considering all of the testimony, evidence, briefing, and arguments presented,
20 the Court issued its Statement of Decision, which is incorporated by reference into this Judgment.

21 By reason of the Statement of Decision, Judgment shall be entered in this matter as follows:

22 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED** that:

23 Legend LP suffered economic damages in the amount of \$10,326,636.00, arising from
24 Defendants' misconduct, consisting of \$5,473,000.00 in value that LIM failed to contribute to
25 Legend LP, and \$4,514,836.00 arising from the misappropriation, theft, and transfer of partnership

1 funds.

2 Defendants AERC and LIM breached the partnership agreement (First Cause of Action)
3 and fiduciary duties owed to Legend LP (Second Cause of Action) and their misconduct was a
4 substantial factor in causing the entirety of Legend LP's damages. Defendants Guo, Qin, and
5 Zhang aided and abetted Defendants AERC and LIM's breaches of fiduciary duty (Third Cause of
6 Action) and their misconduct was a substantial factor in causing the entirety of Legend LP's
7 damages. Accordingly, Defendants LIM, AERC, Guo, Qin, and Zhang are jointly and severally
8 liable for the full amount of \$10,326,636.00 in compensatory damages. Plaintiff may recover the
9 full amount of compensatory damages from any of LIM, AERC, Guo, Qin, and/or Zhang, subject to
10 the limitation that Plaintiff may recover no more than the total amount awarded.

11 The Court further finds that the following defendants were unjustly enriched (Fourth Cause
12 of Action) in the following amounts:

13	1. AERC:	\$70,624.00
14	2. LIM:	\$6,738,466.00
15	3. Glory	\$1,640,101.00
16	4. Guo:	\$380,059.00
17	5. Qin:	\$293,986.00
18	6. Zhang:	\$312,000.00
19	7. Forge:	\$534,900.00

20 The Court finds that the compensatory damages awarded for breach of contract, breach of
21 fiduciary duty, and aiding and abetting arise from the same underlying economic injury.
22 Accordingly, Plaintiff shall not recover duplicative restitution for the same harm, and Plaintiffs
23 total recovery shall not include multiple recoveries for the same misappropriated funds.

24 The Court further finds that the following defendants knowingly received stolen property
25 belonging to Legend LP, within the meaning of Penal Code section 496(c), in the amounts set forth

1 below:

2 1. Zhang: \$312,000.00

3 Each defendant's receipt of stolen property constituted a separate violation of Penal Code
4 section 496(c), based on the distinct amounts received.

5 Pursuant to Penal Code section 496(c), the Court awards treble damages against each
6 defendant listed above, calculated individually based on the amount of stolen property received by
7 that defendant:

8 1. Zhang \$936,000.00

9 The Court finds that the compensatory damages awarded for breach of contract, breach of
10 fiduciary duty, and aiding and abetting arise from the same underlying economic injury that gives
11 rise to the treble damages awarded under Penal Code section 496(c). Accordingly:

12 1. Plaintiff shall not recover duplicative compensatory damages or restitution for the
13 same harm.

14 2. The treble damages awarded under Penal Code section 496(c) supersede and
15 subsume the compensatory damages or restitution attributable to the stolen property
16 received by each § 496 defendant.

17 3. Plaintiff's total recovery shall be limited to the amounts awarded herein and shall
18 not include multiple recoveries for the same stolen funds.

19 Based on the foregoing, Judgment is entered as follows:

20 1. Against Defendant AERC

21 a. Joint and several liability for \$10,326,636 (breach of partnership agreement,
22 breach of fiduciary duty)

23 b. Restitution of \$70,624.00 (unjust enrichment)

24 2. Against Defendant LIM

25 a. Joint and several liability for \$10,326,636 (breach of partnership agreement,

- 1 breach of fiduciary duty)
- 2 b. Restitution of \$6,738,466.00 (unjust enrichment)
- 3 3. Against Defendant Glory
- 4 a. Restitution of \$1,640,101.00 (unjust enrichment)
- 5 4. Against Defendant Guo
- 6 a. Joint and several liability for \$10,326,636 (aiding and abetting breach of
- 7 fiduciary duty)
- 8 b. Restitution of \$380,059.00 (unjust enrichment)
- 9 5. Against Defendant Qin
- 10 a. Joint and several liability for \$10,326,636 (aiding and abetting breach of
- 11 fiduciary duty)
- 12 b. Restitution of \$293,986.00 (unjust enrichment)
- 13 6. Against Defendant Zhang
- 14 a. Joint and several liability for \$10,326,636 (aiding and abetting breach of
- 15 fiduciary duty)
- 16 b. Restitution of \$312,000.00 (unjust enrichment)
- 17 c. Treble damages of \$936,000.00 under Penal Code § 496(c)
- 18 7. Against Defendant Forge
- 19 a. Restitution of \$534,900.00 (unjust enrichment)
- 20 8. Defendant Blooming Investment Group Inc., Prime Investment International Inc.,
- 21 and University Campus Hotel LLC are ordered dismissed without prejudice.

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that Plaintiff is entitled

23 to recover prejudgment interest at the prevailing rate.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that pursuant to Cal. Pen.

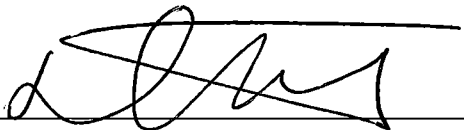
25 Code § 496(c), Plaintiff is the prevailing and successful party and is entitled to recover reasonable

1 attorneys' fees and costs, including expert witness fees and expenses, in an amount to be
2 determined by noticed motion for an award of attorneys' fees and a memorandum of costs for an
3 award of costs, including expert witness fees and expenses.

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that as to Defendant
5 Zhang only, the Court awards treble damages of \$936,000.00 under Penal Code § 496, plus
6 reasonable attorneys' fees and costs.

7 The Clerk is directed to enter this Judgment.

8
9 DATED: 3/17/26


Hon. Daniel Ottolia
Judge of the Superior Court

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25