

Jun Liu v China Orient Advisors Inc.

2024 NY Slip Op 33330(U)

September 18, 2024

Supreme Court, New York County

Docket Number: Index No. 101319/2023

Judge: Louis L. Nock

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT:	<u>HON. LOUIS L. NOCK</u>	PART	38M
	<i>Justice</i>		
-----X		INDEX NO.	<u>101319/2023</u>
JUN LIU,			03/26/2024, 03/26/2024, 04/16/2024,
	Plaintiff,	MOTION DATE	<u>04/23/2024</u>
	- v -		
CHINA ORIENT ADVISORS INC. and CHINA ORIENT ASSET MANAGEMENT (INTERNATIONAL) HOLDING LIMITED,		MOTION SEQ. NO.	<u>001 002 003 004</u>
	Defendants.	DECISION + ORDER ON MOTION	

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The following e-filed documents, listed by NYSCEF document numbers (Motion 001) 6, 9, 10, 33, 34, 35, 36, and 37
were read on this motion to SEAL.

The following e-filed documents, listed by NYSCEF document numbers (Motion 002) 7, 11, 15, 16, 17, 18, and 24
were read on this motion to DISMISS.

The following e-filed documents, listed by NYSCEF document numbers (Motion 003) 8, 12, 19, 20, 21, 22, 23, and 25
were read on this motion to DISMISS.

The following e-filed documents, listed by NYSCEF document numbers (Motion 004) 4, 5, 14, 26, 27, 28, 29, 30, 31, and 32
were read on this motion for DEFAULT JUDGMENT.

LOUIS L. NOCK, J.S.C.

In this action for violations of the Labor Law, breach of contract, and unjust enrichment, defendants move to seal certain documents in the record (Mot. Seq. No. 001) and to dismiss the action (Mot. Seq. Nos. 002, 003). Plaintiff moves for a default judgment against defendants for failure to timely serve the motions to dismiss; for alternative service upon defendant China Orient Asset Management (International) Holding Limited (“OAM”); and to disqualify the law firm of Jones Day from representing defendants in this action (Mot. Seq. No. 004). Motion

sequence numbers 001 through 004 are consolidated herein for disposition in accordance with the following memorandum decision.

Background¹

OAM hired plaintiff in 2017 as Managing Director, US Business, seconded to OAM's New York Office, defendant China Orient Advisors Inc. ("Orient Advisors"), with travel within and outside the United States specifically required (employment agreement, NYSCEF Doc. No. 17, §§ 2.1, 8.1, 8.2). As part of his contract, plaintiff was eligible for a discretionary annual bonus based on certain factors related to OAM's financial performance (*id.*, § 4.1). "Whether a bonus is awarded and the amount (if any) of bonus awarded will be determined at [OAM's] discretion" (*id.*, § 4.2). OAM was able to immediately terminate plaintiff if he willfully disobeyed a "lawful and reasonable order," commits misconduct, fraud, or dishonesty, is habitually neglectful of his duties, or commits gross misconduct (*id.*, § 6.3).

In October of 2021, two events occurred which form the grounds of the parties dueling explanations for plaintiff's termination. Plaintiff alleges that he confronted Orient Advisors' Executive Director, Rui Li, about an extensive kickback scheme involving excessive management fees, which plaintiff believed violated the Foreign Corrupt Practices Act ("FCPA") (15 USC §§ 78dd-1, *et seq.*); but that his complaints were rejected. On October 24, 2021, plaintiff alleges that certain women who worked for Orient Advisors made complaints that he had discriminated against them and had created a hostile work environment on the basis of gender. There was an internal investigation, during which Jones Day represented defendants, and the women eventually threatened to sue all parties to this action. Plaintiff believes that the matter was settled in September 2022.

¹ Unless otherwise stated, the following allegations are taken from the complaint and presumed true for purposes of deciding the motions to dismiss.

On December 29, 2021, OAM transferred plaintiff from his position as Managing Director for Orient Advisors to the position of Managing Director of Strategic Development for OAM in Hong Kong. Plaintiff remained in Hong Kong until May 2022, when he returned to the United States “in protest” of his transfer to Hong Kong (complaint, NYSCEF Doc. No. 16, ¶ 134). He primarily worked from his New York residence, and only partially in his Hong Kong residence and at OAM’s Hong Kong office (*id.*) He also claimed that he was transferred in retaliation for his complaints about the management fees and refused multiple orders to report for work to the Hong Kong office. At some point in May 2022, he claims that OAM misclassified him as an independent contractor, subjecting him to increased Medicare and Social Security tax liability.

Finally, on December 22, 2022, plaintiff was fired for refusing to work in the Hong Kong office and for the previously complained of discrimination and hostile work environment. Upon his termination, he alleges that defendants failed to pay him certain deferred bonus compensation.

Plaintiff commenced this action by hard copy filing on December 12, 2023. On March 25, 2024, Orient Advisors served plaintiff with its motion to dismiss, which was filed the next day, along with an order to show cause in support of sealing plaintiff’s contract with OAM, the complaint, and Orient Advisors’ memorandum of law (NYSCEF Doc. No. 6). That same day, plaintiff attempted to serve OAM by leaving a copy of the summons and complaint with OAM’s administrative assistant. On March 27, 2024, plaintiff’s process server asserts that he left an additional copy in the elevator lobby of OAM’s office (affidavit of service, NYSCEF Doc. No. 21).

Standards of Review

“Except where otherwise provided by statute or rule, a court shall not enter an order in any action or proceeding sealing the court records, whether in whole or in part, except upon a written finding of good cause, which shall specify the grounds thereof” (Uniform Rules for Trial Cts [22 NYCRR] § 216.1[a]). Good cause, which is not defined in the Uniform Rules, “presupposes that public access to the documents at issue will likely result in harm to a compelling interest of the movant” (*Mosallem v Berenson*, 76 AD3d 345, 349 [1st Dept 2010]). The burden is on the party seeking to seal the records “to demonstrate compelling circumstances to justify restricting public access” (*id.*). “[G]ood cause, in essence, boils down to the prudent exercise of the court's discretion” (*Mancheski v Gabelli Group Capital Partners*, 39 AD3d 499, 502 [2d Dept 2007] [internal citations and quotation marks omitted]).

“On a motion to dismiss pursuant to CPLR 3211, the pleading is to be afforded a liberal construction” (*Leon v Martinez*, 84 NY2d 83, 87 [1994]). “[The court] accept[s] the facts as alleged in the complaint as true, accord[ing] plaintiff the benefit of every possible favorable inference, and determin[ing] only whether the facts as alleged fit within any cognizable legal theory” (*id.* at 87-88). Ambiguous allegations must be resolved in plaintiff’s favor (*JF Capital Advisors, LLC v Lightstone Group, LLC*, 25 NY3d 759, 764 [2015]). “The motion must be denied if from the pleadings' four corners factual allegations are discerned which taken together manifest any cause of action cognizable at law” (*511 West 232nd Owners Corp. v Jennifer Realty Co.*, 98 NY2d 144, 152 [2002] [internal citations omitted]). “[W]here ... the allegations consist of bare legal conclusions, as well as factual claims either inherently incredible or flatly contradicted by documentary evidence, they are not entitled to such consideration” (*Ullmann v Norma Kamali, Inc.*, 207 AD2d 691, 692 [1st Dept 1994]).

A plaintiff that seeks entry of a default judgment for a defendant's failure to answer must submit proof of service of the summons and complaint upon the defendant, proof of the facts constituting the claim, and proof of the defendant's default (CPLR 3215[f]). “The standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*Feffer v Malpeso*, 210 AD2d 60, 61 [1st Dept 1994]). “[D]efaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them” (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]). Nevertheless, “CPLR 3215 does not contemplate that default judgments are to be rubber-stamped once jurisdiction and a failure to appear have been shown. Some proof of liability is also required to satisfy the court as to the prima facie validity of the uncontested cause of action” (*Guzetti v City of New York*, 32 AD3d 234, 235 [1st Dept 2006] [internal quotations and citations omitted]).

Discussion

Sealing (Mot. Seq. No. 001)

Orient Advisors seeks to seal certain documents, and references thereto in other documents, because they contain proprietary information regarding executive compensation and information related to third parties that are not involved in this action. The wide availability of such information would place defendants at a competitive disadvantage and harm contractual obligations to the aforementioned third parties. The existence of such information in the documents is good cause for their sealing or redaction (*Mancheski*, 39 AD3d at 502 [“There was also a compelling interest in sealing the documents containing GGCP's proprietary financial information because disclosure could harm the private corporation's competitive standing”]; *Matter of Crain Communications, Inc. v Hughes*, 135 AD2d 351, 352 [1st Dept 1987], *affd*, 74

NY2d 626 [1989] [sealing appropriate where “necessary or appropriate to the protection of confidential trade information”]).

In opposition, plaintiff does not provide any authority in opposition to defendants’ argument. Plaintiff broadly argues that he was retaliated against for blowing the whistle on defendants’ alleged corrupt practices, which is a matter of assertedly significant public concern. However, plaintiff does not establish anything more than “mere curiosity” at best regarding his allegations (*Matter of Crain Communications, Inc.*, 135 AD2d at 352). In this regard, the court notes the decision of the Appellate Division, First Department, in *Mosallem v Berenson* (76 AD3d 345 [1st Dept 2010]), in which the court found that allegations of corruption at an international advertising agency from a former executive of that agency were a matter of public concern (*id.* at 349-50). Unlike the present case, however, the purported whistleblower had already been convicted of federal charges relating to bid rigging and kickbacks by his agency (*id.* at 346-47). Further, there was demonstrated public interest in the form of an intervening journalist who was reporting on the story and sought access to the entire file of the case (*id.* at 347-48). Neither condition obtains herein. Accordingly, the motion is granted, and a sealing order will issue separately. Because plaintiff has referenced information contained in said documents throughout his papers related to the instant motions, the court will direct that the entire record be sealed so as to preserve the sealed information from public view.

Default and Alternative Service (Mot. Seq. No. 004)

Plaintiff has not established entitlement to a default judgment against either defendant. With respect to OAM, plaintiff purported to serve the papers upon an administrative assistant. CPLR 311 provides that a corporation may be served by delivery to “an officer, director, managing or general agent, or cashier or assistant cashier or to any other agent authorized by

appointment or by law to receive service” (CPLR 311 [a] [1]). An administrative assistant is not one of the persons authorized to accept service (*e.g. Hossain v Fab Cab Corp.*, 57 AD3d 484, 485 [2d Dept 2008]). Service upon OAM is therefore defective. Proper service is necessary to establish personal jurisdiction, without which the Court cannot enter a default judgment (*Lawati v Montague Morgan Slade Ltd.*, 102 AD3d 427, 431 [1st Dept 2013]). So much of the motion as seeks alternative service on OAM is also denied, as plaintiff fails to demonstrate that service as provided under CPLR 311 is “impracticable” (CPLR 311 [b]). In this regard, plaintiff’s contention that defendant must, in effect, instruct him on how to serve process is meritless.

Turning to Orient Advisors, plaintiff argues that it is in default because he did not receive the mailed motion papers until after Orient Advisors time to respond to the complaint had expired. As evidenced by Orient Advisors’ affidavit of service, the papers were deposited in the mail on March 25, 2024 (affidavit of service, NYSCEF Doc. No. 18), the last day in which defendant had to respond to the complaint (CPLR 320). Service of a mailed paper is complete upon deposit in the mailbox (CPLR 2103). While plaintiff complains that the papers were initially sent to the wrong address, Orient Advisors believed in good faith that they had the correct address, and plaintiff was able to respond to the papers well in advance of his deadline to do so. Because there was minimal, if any, actual delay in service of the papers, because plaintiff cannot demonstrate any prejudice, and in view of the courts’ demonstrated preference for resolving matters on the merits (*e.g. Brennan v County of Rockland*, 205 AD3d 911, 912 [2d Dept 2022]), the court denies the motion as to Orient Advisors as well.

Disqualification of Counsel (Mot. Seq. No. 004)

“[W]hether to disqualify an attorney rests in the sound discretion of the Court” (*Harris v Sculco*, 86 AD3d 481 [1st Dept 2011]). “A party’s entitlement to be represented in ongoing

litigation by counsel of his or her own choosing is a valued right which should not be abridged absent a clear showing that disqualification is warranted” (*Lipschitz v Stein*, 65 AD3d 573, 576 [2d Dept 2009]). “The party seeking to disqualify a law firm or an attorney bears the burden to show sufficient proof to warrant such a determination” (*id.*)

Here, plaintiff cannot meet this burden. Plaintiff alleges that Jones Day, defendants’ counsel, is conflicted, because he worked with Jones Day during the investigation of the complaints made against him. However, Jones Day’s client during the investigation was Orient Advisors, not plaintiff. “Unless the parties have expressly agreed otherwise in the circumstances of a particular matter, a lawyer for a corporation represents the corporation, not its employees” (*Talvy v American Red Cross in Greater New York*, 205 AD2d 143, 149 [1st Dept 1994], *affd*, 87 NY2d 826 [1995]). Because plaintiff has never been represented by Jones Day, he has no grounds to seek its disqualification (*HSBC Bank USA, N.A. v Santos*, 185 AD3d 475, 477 [1st Dept 2020]).

Dismiss (Mot. Seq. Nos. 002, 003)

Orient Advisors moves to dismiss the complaint for failure to state a cause of action and due to the statute of limitations for certain claims. OAM moves to dismiss for lack of personal jurisdiction over it due to improper service, and joins in Orient Advisors’ motion for failure to state a cause of action. As set forth above, plaintiff failed to properly serve OAM and, therefore, personal jurisdiction over OAM was never established. OAM is entitled to dismissal of the complaint on this ground alone. However, as set forth below, the complaint also fails to state a cause of action.

1. Wrongful Transfer pursuant to Labor Law § 740

Plaintiff claims that his transfer from New York back to the Hong Kong office of OAM was wrongful and in retaliation for his complaints regarding alleged kickbacks. Under the version of the statute in force at the time plaintiff made his complaint and at the time he was transferred, an employer could not take any retaliatory action against an employee who “discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer that is in violation of law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety, or which constitutes health care fraud” or “objects to, or refuses to participate in any such activity, policy or practice in violation of a law, rule or regulation” (Labor Law former § 740 [2]). An action based on such retaliatory action by an employer must be brought within one year after the alleged retaliatory action occurred (*id.*, former § 4 [a]). To the extent that plaintiff relies on the current version of the statute, which requires only a reasonable belief by the employee of such a violation, the amendment to the statute has no retroactive effect (*Clendenin v VOA of Am. - Greater New York Inc.*, 214 AD3d 496, 497 [1st Dept 2023])

Plaintiff was transferred on December 29, 2021, but did not commence this action until December 12, 2023, almost two years later. Thus, this claim is time-barred. In addition, plaintiff cannot establish a claim on the merits, as he does not allege an actual “violation of law, rule or regulation” that he complained about. Plaintiff alleges that defendants are in violation of the FCPA for charging excessive management fees as a kickback. However, the purpose of the FCPA is to prevent unlawful giving to, among others, foreign officials, political parties, or candidates for political office (15 USC §§ 78dd-1, 78dd-2, 78dd-3). As set forth by plaintiff,

defendants are private investment firms not subject to the FCPA. Plaintiff does not allege any other violation of law committed by defendants.

2. Wrongful Termination pursuant to Labor Law § 740

Plaintiff claims that his termination in December 2022 was in wrongful retaliation for his complaints. Under the current version of the statute, a plaintiff need only have a reasonable belief that the conduct he reports or objects to is a “violation of law, rule or regulation” (Labor Law § 740 [2]). It shall be a defense to any action brought pursuant to this section that the retaliatory action was predicated upon grounds other than the employee's exercise of any rights protected by this section” (Labor Law § 740 [4] [c]). Here, plaintiff himself admits that he refused multiple direct orders to report to work at OAM’s Hong Kong office (complaint, NYSCEF Doc. No. 16, ¶¶ 134, 138), which constitutes part of the grounds for his termination (*id.*, ¶ 151). As set forth in plaintiff’s employment agreement, refusal to follow direct orders is grounds for immediate termination (employment agreement, NYSCEF Doc. No. 17, § 6.3).

Moreover, plaintiff does not successfully allege that his complaints regarding kickbacks were causally connected to his termination. Plaintiff began complaining about alleged misconduct in October 2021, more than a year prior to his termination. The most recent complaint made by plaintiff was in September 2022, three months prior to his termination. As a general matter, “[t]he cases that accept mere temporal proximity between an employer's knowledge of protected activity and an adverse employment action as sufficient evidence of causality to establish a prima facie case uniformly hold that the temporal proximity must be very close” (*Clark County School Dist. v Breeden*, 532 US 268, 273 [2001]). The passing of more than a year from plaintiff’s initial complaints is not “very close” for purposes of a retaliation claim (*cf. Krebaum*, 138 AD3d at 528-29 [“The temporal proximity of plaintiff's complaint and

the termination of his employment one month later indirectly shows the requisite causal connection”]).

3. Breach of Contract against OAM (Transfer)

Plaintiff alleges that he was transferred in violation of his employment agreement, as he was hired specifically to work in the New York office of Orient Advisors. His contract, however, states the opposite; he was hired to work for OAM, and was “seconded” to the New York office (employment agreement, NYSCEF Doc. No. 17, §§ 2.1, 8.1). When interpreting a contract, the court gives to the unambiguous terms thereof their plain and ordinary meaning (*Edelman v Chubb Indem. Ins. Co.*, 41 AD3d 327, 327 [1st Dept 2007]). “Seconded” is the past tense of the verb “Second,” defined as “to release (someone, such as a military officer) from a regularly assigned position for temporary duty with another unit or organization” (Merriam-Webster Online Dictionary, seconded [<https://www.merriam-webster.com/dictionary/seconded>]). Thus, as plaintiff was “seconded” to New York, his assignment there cannot be considered permanent. Plaintiff does not cite to any provision of his contract that precludes him being required to work in Hong Kong. Since plaintiff cannot allege a breach of the contract, he cannot state a claim (*Harris v Seward Park Housing Corp.*, 79 AD3d 425, 426 [1st Dept 2010]).

4. Employee Misclassification pursuant to Labor Law Article 6, The Internal Revenue Code, and Title 26 of the Code of Federal Regulations

Plaintiff alleges that defendants misclassified him as an independent contractor, causing him to pay Medicare and Social Security taxes that he asserts should have been paid by defendants, and would have been if they had classified him as an employee. None of the statutes cited by plaintiff provide a right of action against another party related to tax assessments. As the Internal Revenue Code expressly provides, in order to maintain an action to recover a tax erroneously or illegally assessed or collected, one must first make a claim with the Secretary of

the Treasury (26 USC § 7422 [a]). Moreover, the exclusive remedy for a tax refund is an action against the United States (26 USC § 7422 [f]). Accordingly, plaintiff's claim seeking tax related relief against defendants is untenable (*McNeely v Metro. Life Ins. Co.*, 376 F Supp 3d 225, 230 [SDNY 2019] ["a state law claim seeking a federal tax refund is preempted"]).

5. Unjust Enrichment and Quantum Meruit due to Employee Misclassification

Plaintiff also claims that he is entitled to recover in quasi-contract for defendants' failure to pay his Social Security and Medicare taxes, and for failure to match the funds held in his 401k account. Plaintiff alleges nothing to show he was entitled to matching funds. Further, given the exclusive remedy set forth above for challenging a tax assessment as provided by statute, plaintiff cannot recover at common law for the same relief (*McNeely*, 376 F Supp 3d at 230).

6. Failure to give Wage Statements pursuant to Labor Law § 195 (3) and 198 (1-d)

Plaintiff claims that he never received wage statements as required by Labor Law § 195 (3). However, plaintiff does not allege that he suffered any actual injury due to defendants' alleged failure to provide him with wage statements. In the absence of such injury, he has no claim under the statute (*Deng v Frequency Elecs., Inc.*, 640 F Supp 3d 255, 265 [EDNY 2022], *appeal withdrawn*, 22-3074, 2023 WL 8531814 [2d Cir June 20, 2023], *citing TransUnion LLC v Ramirez*, 594 US 413, 427 [2021]).

7. Breach of Contract against OAM (Severance and Unpaid Leave)

Plaintiff claims that OAM breached his contract by failing to pay out his unpaid leave days and severance pay upon terminating him. The contract provides that OAM may terminate plaintiff "immediately without notice or payment in lieu of notice or provision of benefits" if, among other things, plaintiff shall "willfully disobey a lawful and reasonable order" (employment agreement, NYSCEF Doc. No. 17, § 6.3). As set forth above, plaintiff repeatedly

refused OAM's orders to report to the Hong Kong office to work, which plaintiff admits. The contract thus allows OAM to terminate plaintiff without payment of severance or unpaid leave, and plaintiff cannot sustain this claim.

8. Breach of Contract against Defendants (Bonus Payments)

Plaintiff alleges that both defendants have failed to pay him certain deferred bonus payments, pursuant to separate oral contracts formed when defendants informed him he would receive bonuses for 2020 and 2021. Plaintiff's bonus entitlement is governed by the terms of his written contract, which unambiguously provides that any entitlement to bonuses is solely in OAM's discretion (*id.*, §§ 4.1, 4.2). Plaintiff, therefore, has no claim for breach of contract for defendants' failure to pay him discretionary bonuses (*Namad v Salomon Inc.*, 74 NY2d 751, 753 [1989] ["Here, the bonus clause unambiguously vests discretion regarding the amount of bonus compensation to be awarded in defendants' management"]).

9. Unjust Enrichment and Quantum Meruit for Uncompensated Services

Plaintiff makes the conclusory claim that the value of his services "far exceeded his base salary." This claim is conclusory and pleaded without supporting factual allegations. Additionally, plaintiff's salary is determined by his employment agreement, and he may not recover in quasi-contract where the terms of the written agreement govern his compensation (*e.g.* *Clark-Fitzpatrick, Inc. v Long Is. R.R. Co.*, 70 NY2d 382, 388 [1987]).

10. Failure to Pay Wages pursuant to Labor Law § 193 (Severance and Unpaid Leave)

Labor Law § 193 makes it illegal not to pay "wages, benefits or wage supplements" (*id.*, § 193 [5]). Severance pay and unpaid leave, as is sought here, is considered a wage supplement (Labor Law § 198-c [2]). Claims for such supplements may not be made under the Labor Law by "any person in a bona fide executive, administrative, or professional capacity whose earnings

are in excess of one thousand three hundred dollars a week” (Labor Law § 198-c [3]; *Pachter v Bernard Hodes Group, Inc.*, 10 NY3d 609, 615 [2008] [“section 192(2) removes executives who earn more than \$600 per week from the requirement that wages be paid in cash to “any employee” and section 198–c (3) contains a similar exclusion relating to benefits and wage supplements”]; *Riggi v Charlie Rose Inc.*, 212 AD3d 486 [1st Dept 2023]). Plaintiff served as a Managing Director for defendants, and at the time of his termination was earning a yearly salary of HK\$2,880,000, equivalent to \$367,804.80, or \$7,073.17 per week, well in excess of the statutory bar.

11. Failure to Pay Wages pursuant to Labor Law § 193 (Bonus Payments)

Finally, plaintiff asserts that defendants’ failure to pay him his deferred bonus payments is a violation of Labor Law § 193. In order to determine whether plaintiff has stated a claim, it must first determine whether unpaid bonus compensation is considered “wages” under the statute. As the Court of Appeals has held “Courts have construed [wages] as excluding certain forms of ‘incentive compensation’ that are more in the nature of a profit-sharing arrangement and are both contingent and dependent, at least in part, on the financial success of the business enterprise” (*Truelove v Northeast Capital & Advisory, Inc.*, 95 NY2d 220, 223-24 [2000]). Further, where a bonus is entirely discretionary, it does not constitute a wage (*id.* at 224). Here, plaintiff’s bonus was entirely in the discretion of OAM, and was contingent in part on OAM’s performance (employment agreement, NYSCEF Doc. No. 17, § 4). Accordingly, his bonus payments do not constitute wages as defined by the statute.

Conclusion

Accordingly, it is hereby

ORDERED that the motion to seal (Mot. Seq. No. 001) is granted, and sealing shall take place in accordance with the sealing order of even date herewith; and it is further

ORDERED that plaintiff’s motion for default judgment, for alternative service, and to disqualify Jones Day (Mot. Seq. No. 004) is denied in its entirety; and it is further

ORDERED that the motions of defendants China Orient Advisors Inc. (Mot. Seq. No. 002) and China Orient Asset Management (International) Holding Limited (Mot. Seq. No. 003) to dismiss the complaint are granted; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment in favor of defendants dismissing the action against them.

This constitutes the decision and order of the court.

ENTER:



<u>9/18/2024</u> DATE					<u>LOUIS L. NOCK, J.S.C.</u>			
CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED		<input type="checkbox"/>	NON-FINAL DISPOSITION			
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/>	SUBMIT ORDER			
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>		REFERENCE