IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2018] SGHC 102

Suit No 211 of 2017
(Summons No 4069 of 2017)

Between

(1) Wang Cheng
(2) Liu Guohui
(3) Chen Xiaopu

… *Plaintiffs*

And

(1) Song Fanrong
(2) Teo Kuei Yang
(3) Nanyang Venture Capital Pte Ltd
(4) Friedrich Frobel Holding Pte Ltd

… *Defendants*

GROUNDS OF JUDGMENT

[Contempt of court] — [Civil contempt]

Version No 1: 27 Oct 2020 (22:40 hrs)

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Wang Cheng and others
v
Song Fanrong and others

[2018] SGHC 102

High Court — Suit No 211 of 2017 (Summons No 4069 of 2017)
Lai Siu Chiu SJ
21 November 2017

27 April 2018

Lai Siu Chiu SJ:

Introduction

1 Wang Cheng ("the first plaintiff"), Liu Guohui ("the second plaintiff") and Chen Xiaopu ("the third plaintiff") (collectively "the plaintiffs"), applied by Summons No 4069 of 2017 for a committal order ("the Committal Application") to be made against Song Fanrong ("the first defendant"), Teo Kuei Yang ("the second defendant") and Friedrich Frobel Holdings Pte Ltd ("the fourth defendant") (collectively "the three defendants") for failing to comply with paragraph 1 of a Mareva injunction order dated 9 March 2017 ("the Mareva Order") ordering them not to dispose of their assets in Singapore.

2 The plaintiffs are all mainland Chinese nationals as was the first defendant before she became a Singapore citizen. The second defendant (who

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is the husband of the first defendant) is a Singapore citizen. Nanyang Venture Capital Pte Ltd ("the third defendant") is not involved in these proceedings. The first defendant is the sole director of the fourth defendant and is its major shareholder.

3 The Mareva Order *inter alia* states:[1]

> 1(a) The Defendants must not remove from Singapore in any way dispose of or deal with or diminish the value of any of their assets which are in Singapore whether in their own name or not and whether solely or jointly owned up to the value of S$9,456,833.73.
>
> (b) This prohibition shall include but is not limited to the following assets in particular:
>
> (i) the property known as 216 Belgravia Drive Singapore 804613 or the net sale proceeds if it has been sold or disposed of;
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> (ii) the property known as 218 Belgravia Drive Singapore 804614 or the net sale proceeds if it has been sold or disposed of;
>
> (iii) the property known as 220 Belgravia Drive Singapore 804615 or the net sale proceeds if it has been sold or disposed of;
>
> (iv) the property known as 222 Belgravia Drive Singapore 804616 or the net sale proceeds if it has been sold or disposed of;
>
> (v) the property known as 574 Hougang Street 51 #14-05 Singapore 530574 or the net sale proceeds if it has been sold or disposed of;
>
> (vi) Shareholding of the 1st Defendant's businesses known as Friedrich Frobel Holding Pte Ltd, Frobel Lilac Preschool Pte Ltd, Nanyang Venture Capital Pte Ltd or the sale money if any of them have been sold;
>
> (vii) Any money in the 1st Defendant's account numbered [xxx] at DBS Bank Ltd;

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[1] Order of Court dated 9 March 2017 in Summons No 1050 of 2017.

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> (viii) Any money in the 2nd Defendant's account numbered [xxx] at United Overseas Bank Limited; and
>
> (ix) Any money in any bank account of companies that are wholly owned by the 1st Defendant and/or 2nd Defendant.
>
> (c) If the total unencumbered value of the Defendant's assets in Singapore exceeds S$9,456,833.73, the Defendants may remove any of those assets from Singapore or may dispose of or deal with them so long as the total unencumbered value of their assets still in Singapore remains not less than S$9,456,833.73.

4 The Committal Application came up for hearing before this court. After reading the affidavits filed by the plaintiffs in support of the application as well as the opposing affidavit of the second defendant, and after considering the submissions made on behalf of the parties, the court found the three defendants to be in contempt of the Mareva Order and made the following orders on 21 November 2017:

> (a) The first defendant was sentenced to one month's jail for contempt of court;
>
> (b) The second defendant was sentenced to two weeks' jail for contempt of court, given two weeks to arrange his affairs and he would commence serving his sentence on 5 December 2017.

5 The second defendant was dissatisfied with this court's orders and has filed a notice of appeal (in Civil Appeal No 216 of 2017) against the decision. A stay on the execution of the order of court made on 21 November 2017 was granted on 1 December 2017 on the application of the second defendant.

6 It is pertinent to note that the first and fourth defendants had breached the Mareva Order previously and was found to be in contempt by another court on 11 September 2017. The first defendant was committed to prison until further

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order.[2] She was subsequently sentenced to another five months' imprisonment by the same judge on 27 September 2017 ("the first committal proceedings").[3] The first defendant did not appeal against her conviction or sentence and was serving her sentence for the first committal proceedings when she was brought to court from Changi Prison for the hearing on 21 November 2017. She was unrepresented and made her own submissions before the court.[4]

7 In brief, it was the plaintiffs' case that despite being found to be in contempt of court and sentenced to a prison term for breaching the Mareva Order, the first defendant with the connivance of the second defendant, had continued to commit further acts of contempt of court subsequent to the first committal proceedings.[5] She did this by attempting to dissipate the shareholdings of the fourth defendant in several companies/kindergartens including Frobel Lilac Preschool Pte Ltd ("Frobel").

8 The second defendant on the other hand denied he had breached the Mareva Order, contending that there had been no dissipation or selling of the fourth defendant's shareholding in Frobel.[6] In any case he argued, attempts (*ie*, inchoate actions) to sell the shares in Frobel were not caught by the terms of the Mareva Order.[7] He asserted that it was the first defendant's intention to seek the plaintiffs' consent before she sold off the kindergartens owned/operated by the

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2 Order of Court dated 11 September 2017 in Summons No 3428 of 2017.

3 Order of Court dated 27 September 2017 in Summons No 3428 of 2017.

4 Transcript, page 1, lines 14-21.

5 Plaintiff's submissions at para 5.

6 Second defendant's submissions at para 23.

7 Second defendant's submissions at para 26.

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fourth defendant. His only participation was to agree to be the point of contact when sourcing for potential parties interested in the kindergartens.[8]

The affidavits

9 The plaintiffs' allegation was elaborated on in the 7th affidavit filed by one of the plaintiffs' solicitors Chua Yi Ying ("Ms Chua") on 7 November 2017. Ms Chua *inter alia* deposed as follows:

(a) Messages on the Chinese social media WeChat revealed that the first defendant was involved with a chat group in late August 2017 comprising 218 members and that she sought to sell the fourth defendant's shareholdings in a kindergarten it owned. At the time, the first defendant had already been served with the papers for the first committal proceedings.[9]

(b) Another message on WeChat on or about 14 September 2017 showed the second defendant engaged in a conversation with one Wang Xiao Qing in which the second defendant said he was actively seeking to sell four kindergartens of the fourth defendant for S$2m.[10]

(c) On or about 14 September 2017, the defendants' solicitors, TJ Cheng Law Corporation ("TJC"), had written to the plaintiffs' solicitors to inquire if the plaintiffs were willing to consider allowing the defendants to sell off the fourth defendant's assets claiming to preserve the company's assets. The plaintiffs' solicitors replied on 15 September 2017 pointing out that the defendants were attempting to

8 Second defendant's submissions at paras 30 and 31.

9 Ms Chua's Affidavit at para 6.

10 Ms Chua's Affidavit at para 9.

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camouflage/whitewash their illicit acts by pretending to seek the plaintiffs' consent belatedly. Nevertheless in order to consider the defendants' proposal, the plaintiffs' solicitors requested preliminary information on the kindergartens and further information on the proposed sale.[11]

(d) There was no response from TJC so the plaintiffs' solicitors sent a further letter on 19 September 2017 to the former. On or about 22 September 2017, the second defendant discharged TJC as his solicitors and appointed Fortis Law Corporation ("Fortis"). On or about 4 October 2017, Fortis wrote to the plaintiffs' solicitors attempting to distance the second defendant from the first and fourth defendants by claiming he was uninvolved in any of the matters relating to the kindergartens.[12]

10 In his affidavit filed on 8 November 2017, the second defendant deposed that:

(a) Frobel's only business is to operate a kindergarten located at 47 Kallang Pudding Road #01-01, The Crescent @ Kallang ("the Kindergarten").[13]

(b) He was never a shareholder or director of the fourth defendant or of Frobel.[14]

(c) There was a lot of bad publicity affecting the defendants arising from the suit between the plaintiffs and the defendants, *ie*, Suit No 211

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11 Ms Chua's Affidavit at paras 10 and 11.

12 Ms Chua's Affidavit at paras 12 and 13.

13 Second defendant's Affidavit at para 13.

14 Second defendant's Affidavit at para 15.

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of 2017. In or around end August 2017, the first defendant was depressed and had expressed to him her worries about her business suffering losses due to the adverse publicity. She considered letting other parties take over and operate the Kindergarten. To that end and purpose, the first defendant said she wanted to source for buyers through WeChat for an asking price of $150,000. She told him she would leave his number in her WeChat broadcast and let him deal with interested parties as he was more proficient in English than she is. At that juncture, the plaintiffs had already commenced the first committal proceedings against her so the first defendant was "already very mindful of her actions".[15]

(d) When the first defendant told him of her intentions to source for potential buyers, he did not have sufficient knowledge about the fourth defendant's or the Kindergarten's financial position to know whether the first defendant's proposition was a viable financial plan.[16]

(e) He did not encourage or help the first defendant to make the WeChat broadcast, he was not a member of her chat group and was not aware of its size, purpose, agenda or of the exact contents of her intended broadcast.[17]

(f) He was under the impression that "the Kindergarten was no longer an asset but a liability and that [the first defendant's] intention was simply to halt the bleeding of her business rather than dissipate any asset".[18]

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15 Second defendant's Affidavit at paras 16 and 17.

16 Second defendant's Affidavit at para 18(a).

17 Second defendant's Affidavit at para 18(b)-(e).

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(g) He was under the impression that the proposed transaction would not involve any sale of shares in the fourth defendant or of Frobel.[19]

(h) In any case, he was of the view that the first defendant's intended course of action was "just a preliminary step taken to ascertain whether there was interest in the Kindergarten, which would then be brought to the attention of the plaintiffs before any decision to actually make any transaction could be done".[20]

11 The second defendant explained that he did not object to being the contact person in the WeChat broadcast because:

(a) The first defendant was already busy and stressed out by the court case and ongoing first committal proceedings;[21]

(b) The first defendant had problems conversing/communicating in English should potential buyers speak in English;[22]

(c) It would not be a good idea to get the Kindergarten's staff involved in the potential sale of the Kindergarten as it would affect their morale and it may be prematurely leaked to parents of the Kindergarten's students;[23]

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18 Second defendant's Affidavit at para 18(f).

19 Second defendant's Affidavit at para 18(g).

20 Second defendant's Affidavit at para 18(h).

21 Second defendant's Affidavit at para 19(a).

22 Second defendant's Affidavit at para 19(b).

23 Second defendant's Affidavit at para 19(c).

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(d) He did not think that by being a contact person, he would be doing anything that would lead to a binding transaction that would have a bearing on the Mareva Order particularly since the first defendant had already said she would still seek the plaintiffs' approval.[24]

(e) The first defendant approached a housing agent (C&H Properties Pte Ltd) to help her to look for buyers for the Kindergarten.[25]

12 Notwithstanding his claim in that he did not know the fourth defendant or the Kindergarten's financial position (see above at [10(d)]), the second defendant went on to depose that he had learnt in mid-August 2017 of the Kindergarten's precarious financial position – its monthly expenses exceeded its monthly revenue by about $15,800.[26] In his view, that fortified the first defendant's view that she could not continue to operate the Kindergarten as it had become a liability. Consequently, he felt that the first defendant's decision to sell the Kindergarten (after informing the plaintiffs) was sound and reasonable.[27]

13 The second defendant disclosed that five parties contacted him between 25 and 28 August 2017.[28] He showed the parties around the premises of the Kindergarten and told them its rough financial position.[29] None of the parties showed sufficient interest or offered a price.[30] He added that after the first

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24 Second defendant's Affidavit at para 19(d).

25 Second defendant's Affidavit at para 20.

26 Second defendant's Affidavit at paras 22 and 23.

27 Second defendant's Affidavit at para 24.

28 Second defendant's Affidavit at para 25.

29 Second defendant's Affidavit at para 26.

30 Second defendant's Affidavit at para 27.

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defendant was imprisoned on or about 11 September 2017 pursuant to the first committal proceedings, her incarceration was reported in the press and the resultant adverse publicity affected not only the Kindergarten but also other kindergartens directly/indirectly owned by the fourth defendant.[31] He had visited the first defendant when she was serving her sentence and told her of the adverse publicity.[32] He said the first defendant felt that the fourth defendant's financial position would only worsen. She felt that the only way to salvage the fourth defendant was to sell all the kindergartens directly/indirectly owned by the fourth defendant.[33] He deposed that on the first defendant's instructions, he then instructed their solicitors TJC to inform the plaintiffs' solicitors (which they did on 14 September 2017) that the business of the fourth defendant was no longer viable and to inquire whether the plaintiffs were willing to consent to a sale of some or all of the fourth defendant's kindergartens on the understanding that the sale proceedings would be deposited into court.[34]

14 The second defendant claimed that the reply of the plaintiffs' solicitors dated 15 September 2017 was in strong language and contained allegations against him and the first defendant. The reply did not give the plaintiffs' consent. Instead, the two defendants were told they should cease all attempts to dissipate assets or undermine the value of the assets in breach of the Mareva Order.[35] To avoid further unwarranted allegations from the plaintiffs, the second defendant said he decided to stop entertaining any potential interested parties thereafter.[36]

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31 Second defendant's Affidavit at para 28.

32 Second defendant's Affidavit at para 29.

33 Second defendant's Affidavit at para 30.

34 Second defendant's Affidavit at para 31.

35 Second defendant's Affidavit at para 32.

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15 Despite stating that the defendants should cease and desist from attempts to dispose of the fourth defendant's assets, the second defendant deposed that the plaintiffs' solicitors wrote to TJC and Fortis on or about 2 October 2017 to say that he was the most suitable person to follow up on an email from C&H Properties Pte Ltd that stated someone was interested in purchasing the kindergartens.[37] In response to Fortis' letter dated 4 October 2017 seeking clarification on their aforesaid letter, the plaintiffs' solicitors replied on 11 October 2017 to say that the "possibility of preservation of the kindergartens/childcare centres has since been overtaken by events because of the neglect or otherwise failure of your client and others acting in concert with him to take timely and appropriate action". The reply seemed to suggest that the plaintiffs were in agreement with the first defendant's decision to sell the kindergartens, including the Kindergarten, to salvage the fourth defendant.[38]

16 The second defendant asserted that there was never any dissipation or attempt to dissipate assets that were enjoined as the contemplated sale of the Kindergarten was done in the ordinary and proper course of business. It was never his or the first defendant's intention to harm the plaintiffs in any way.[39]

17 When she addressed the court, the first defendant claimed she had unknowingly breached the Mareva order the first time she was found to be in contempt of court.[40] She had not realised that her attempts to sell the kindergartens to reduce her losses were in breach of the Mareva order. Since

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36 Second defendant's Affidavit at para 33.

37 Second defendant's Affidavit at para 36.

38 Second defendant's Affidavit at paras 37 and 38.

39 Second defendant's Affidavit at paras 41 and 44.

40 Transcript, page 18 at lines 13 and 14.

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her attempts to sell did not come to fruition in any event, the first defendant contended (like her husband) that there was no breach of the Mareva order and hence there no contempt of court.[41]

18 In the light of the first committal proceedings, this court found it hard to believe, let alone accept, the first defendant's explanation that she had not breached the Mareva order by attempting to find buyers for the Kindergarten.

The submissions

19 At the outset of the hearing, counsel for the plaintiffs informed the court that the first defendant had filed a bankruptcy petition and declared herself a bankrupt on or about 8 November 2017.[42] This was confirmed by the first defendant when she addressed the court.[43] He pointed out that despite her conviction under the first committal proceedings, the first defendant had still not learnt her lesson and persisted in committing further breaches of the Mareva Order.[44]

20 The plaintiffs argued that the first and second defendants' attempts to dispose of the kindergartens including the Kindergarten could hardly be considered to be in the ordinary and proper course of business as the second defendant claimed.[45] What was even more egregious conduct on his part was the fact that the second defendant made excuses in his affidavit for his attempts to sell the Kindergarten business of the fourth defendant. Not once did he come

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41 Transcript, page 18 at lines 20-27.

42 Transcript, page 2, lines 1-8.

43 Transcript, page 19, lines 14 and 15; page 22, lines 4-6.

44 Transcript, page 10 at lines 22-29.

45 Transcript, page 13 at lines 30-32; page 14 at lines 1-6.

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clean and apologise or express remorse for his actions.[46] Counsel pointed out that the second defendant's excuse that there was no actual dissipation of assets did not affect the issue of his liability but would be a factor to be considered in sentencing.[47]

21 The countervailing arguments from the second defendant were:

(a) Apart from the WeChat messages that the fourth defendant was soliciting the sale of a Singapore kindergarten, there was no proof that the second defendant intended to sell the Kindergarten business of the fourth defendant by way of a share sale;[48]

(b) Frobel was not solely owned by the fourth defendant, it had another shareholder Wang Jianxiang;[49]

(c) The Mareva Order did not prohibit inchoate actions – nothing in para 1 of the Injunction Order prohibited attempts by either the first or second defendant to dissipate or dispose of assets;[50]

(d) The two defendants' actions were carried out in the ordinary and proper course of business.[51]

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46 Transcript, page 14 at lines 7-21.

47 Transcript, page 13 at lines 21-30.

48 Transcript, page 25 at lines 11-19.

49 Transcript, page 27 at lines 14-31.

50 Transcript, page 30 at lines 4-26.

51 Transcript, page 32 at lines 20-28.

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The decision

22 It would be appropriate at this stage to look at the exchange of correspondence that took place between the plaintiffs' solicitors, M/s Lee & Lee ("Lee & Lee"), and TJC as that had a bearing on the decision this court made. I refer in particular to TJC's letter dated 14 September 2017 (TJC's letter") and Lee & Lee's reply dated 16 September 2017 ("Lee & Lee's letter"). The pertinent extract of TJC's letter states:

> …
>
> 2 In light of the further adverse publicity faced by the 4th Defendant, our clients are of the view that the businesses of the 4th Defendant and its kindergartens are no longer viable.
>
> 3 We are therefore writing to ask if your clients are generally willing to consider the possibility of our clients selling a few or all of the kindergartens owned by the subsidiaries of the 4th Defendant. Our clients will place all proceeds received from the sale into Court. This would be the only means of preserving the value of the 4th Defendant.
>
> …

23 Save for the last paragraph 7, the full text of Lee & Lee's letter reads as follows:

> 1 We refer to your letter dated 14 September 2017, wherein you raised the possibility of your clients selling away some or all their Kindergartens.
>
> 2 We must state at the outset that we do not accept that the adverse publicity is the main cause of the non-viability of your clients' kindergartens. As you are aware, most if not all the kindergartens were already in poor financial state even before the Suit was commenced against your clients. The continued poor financial state of the kindergartens are due to inherent factors including inapt [sic] or irresponsible management which your clients are responsible.
>
> 3 We are instructed that despite the Committal proceedings, your clients and in particular the 2nd Defendant had persisted in dissipating the 4th Defendant's shareholdings and or its assets in the kindergartens. These included selling or attempting to sell the kindergartens and siphoning out the

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funds from the kindergartens other than for the proper and ordinary purposes of the kindergartens. Our instructions are that your general query whether our clients are agreeable to your clients selling the kindergartens is but an afterthought to try to camouflage and whitewash your clients' nefarious acts committed in aggravation of their contempt of the Mareva Injunction Order.

4 Without prejudice to our clients' position as aforesaid, and to obviate any unreasonable allegations that our clients are against the preservation of the value of the assets, we are instructed to state our clients' position categorically that they are not against legitimate steps to safeguard the value of the assets. This is in particular to try to keep the kindergartens as operating going concerns in the best interests of the teachers, students and their parents.

5 In this regard and to facilitate our clients' meaningful consideration of your clients' proposals, please let us have the following preliminary information forthwith:-

a. Which of the kindergartens your clients intend to divest;

b. The current state of the business and finances of the each of the Kindergartens and supply the bank statements for the immediate three months prior to the Suit and the monthly bank statements thereafter up todate;

c. Whether your clients have interested purchasers or how else your clients intend to source for purchasers, specifically whether it would be bona fide arms-length transactions.

d. Whether your clients have kept their shareholders in the 4th Defendant as well as in the relevant kindergartens informed of the financial situation and obtained their inputs on measures to salvage the situation;

e. Any other information that your clients deem necessary or useful for our clients' consideration.

6 Pending arrangements made with our clients' expressed consent in writing, your clients are reminded and cautioned to cease and desist any dissipation or attempt to dissipate any of their assets or undermine the value of the assets in breach of the Mareva Injunction Order.

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24 It was necessary for this court to set out the text of Lee & Lee's letter as the second defendant had taken (at [14] above) a selective extract from the letter which was misleading. The plaintiffs did not, as the second defendant alleged, tell the two defendants in paragraph 6 that "they should cease all attempts to dissipate assets or undermine the value of the assets in breach of the Mareva Order" in isolation. That paragraph 6 was subject to paragraph 5 (see above at [23]) where the plaintiffs' solicitors were asking for details of the two defendants' proposal to sell the fourth defendant's assets. The second defendant made no mention of paragraph 5 in his reference to Lee & Lee's letter.

25 The second defendant had also omitted from his affidavit (deliberately I am certain) any mention of the fact that he/TJC failed to respond to Lee & Lee's letter and their inquiry in paragraph 5 therein notwithstanding a reminder dated 19 September 2017. At para 3 of the letter dated 19 September 2017, Lee & Lee raised the complaint that:

> … illegitimate transfers and payment out of substantial funds from the Kindergarten accounts have been made by [the second defendant] and [the first defendant's] relatives such that there is now not enough money left to even pay the salaries of the teachers.

In response to this, TJC's non-committal reply on 20 September 2017 was that "we are unaware of the matters as disclosed in your letter and are taking our clients' instructions on this matter".

26 It is telling that by 28 August 2017, according to the second defendant's own affidavit (see above at [13]), the second defendant had shown the premises of the Kindergarten to five prospective buyers. Yet, he failed to disclose this fact to the plaintiffs' solicitors in TJC's letter. Equally, there was no mention by the second defendant of his attempt to find buyers using the WeChat platform

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(see above at [9(b)]). Consequently, the second defendant's excuse (at [10(e)] above) that he was not a party to the WeChat group's broadcast rang hollow.

27 It was absurd of the second defendant to contend that his attempts to sell the kindergartens of the fourth defendant did not amount to dissipation of the fourth defendant's assets as no sale took place. This argument is akin to saying that attempts to commit, and abetment of, crimes attract no punishment. The Penal Code (Cap 224, 2008 Rev Ed) is replete with examples of punishments for offences relating to abetment of, and attempts at, commission of various offences.

28 The second defendant's alternative argument was that the contemplated sale of the Kindergarten was done in the ordinary and proper course of the business of the fourth defendant. Such an argument puts a strained interpretation on the words "in the ordinary and proper course of business". In the court's view, the hiring and firing of teachers for the kindergartens operated by the fourth defendant would be done in the ordinary and proper course of the fourth defendant's business. So too would the renting of premises for operating its kindergartens. It was certainly not in the ordinary and proper course of the fourth defendant's business to sell its kindergarten businesses or the Kindergarten or to sell its shares to third parties.

29 It speaks volumes of the conduct and culpability of the first defendant that another judge/court imposed on her a sentence of more than five months' imprisonment for breach of the Mareva Order under the first committal proceedings. The heavy sentence (by the first defendant's own admission before this court[52]) reflected the court's strong disapproval of her blatant breach and

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52 Transcript, page 20 at lines 3-6.

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contempt of an order of court. Yet the first defendant appeared not to have learnt her lesson. Instead, she embarked on further attempts to breach the same order of court, this time with the help and connivance of her husband, the second defendant.

30 No extenuating circumstances were put forward by the second defendant as to why this court should exercise its discretion to overlook his deliberate attempts to breach the Mareva Order. Far worse was the fact that the second defendant made no apologies or express remorse for his attempted breaches; his attitude was one of self-righteousness.

31 As the court was not persuaded by the arguments put forth by and on behalf of the second defendant, the Committal Application was granted against him as well as against the first defendant.

Lai Siu Chiu
Senior Judge

Quek Mong Hua, Chua Yi Ying and Yik Shu Ying (Yi Shu Ying) (Lee & Lee) for the plaintiffs;
The first defendant in person;
Goh Kim Thong Andrew and Nicholas Yong Yoong Han (Fortis Law Corporation) for the second defendant.

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