UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

In re:	Chapter 11
HO WAN KWOK, *et al.*,[1]	Case No. 22-50073 (JAM)
Debtors.	(Jointly Administered)
LUC A. DESPINS, CHAPTER 11 TRUSTEE,	Adv. Proceeding No. 24-05119
Plaintiff,	
v.	
INTERNATIONAL TREASURE GROUP LLC,	
Defendant.	

OBJECTION OF CHAPTER 11 TRUSTEE TO DEFENDANT INTERNATIONAL TREASURE GROUP LLC'S MOTION TO VACATE ENTRY OF DEFAULT AND DEFAULT JUDGMENT

[1] The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and the Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

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Plaintiff Luc A. Despins (hereinafter, the "Trustee"), in his capacity as Chapter 11 Trustee appointed in the chapter 11 case (the "Chapter 11 Case") of Ho Wan Kwok (the "Debtor"), pursuant to Rules 55(c) and 60(b) of the Federal Rules of Civil Procedure (the "Civil Rules") made applicable to the above-captioned adversary proceeding (this "Adversary Proceeding") by Rules 7055 and 7060 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), hereby respectfully objects (this "Objection") to the *Motion to Vacate Entry of Default and Default Judgment* [ECF No. 44][2] (the "Motion to Vacate" or "Motion") filed by defendant International Treasure Group LLC (the "Defendant"). In support of his Objection, the Trustee states as follows:

I. Preliminary Statement

1. The Defendant was properly served with the Summons and Complaint,[3] appeared in this Adversary Proceeding, then terminated its counsel and wholly disengaged with this litigation for nearly a year and a half. Default was entered against the Defendant in July 2024, and default judgment was entered in October 2025. Now, almost 18 months after the Defendant chose to stop participating in this matter, the Defendant has engaged new counsel and filed a motion seeking to set aside the clerk's entry of default and vacate the default judgment. Because the Defendant's default was willful and inexcusable, its motion must be denied.

2. The Defendant has failed to meet its burden to show good cause to set aside the default as required by Civil Rule 55(c), much less the even more demanding standard under Civil Rule 60(b)(1) to vacate a default judgment. First and foremost, the Defendant cannot show good cause because its default was egregiously willful. Relevant authority reflects that the Defendant's

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[2] References to "ECF No. __" refer to items on the docket of the above-captioned adversary proceeding, No. 24-05119 (Bankr. D. Conn.) (the "Adversary Proceeding").

[3] All capitalized terms not expressly defined shall adopt the meanings ascribed to them *infra*.

purported explanations that it could not afford counsel, did not understand legal procedures, was grossly negligent in its mail handling, and was distracted by travel and its other affairs do not excuse a willful default—much less one that has persisted since the summer of 2024. The other relevant criteria also weigh against the Defendant's requested relief because the Defendant's purported defense is not meritorious but rather legally defective and because the Trustee and the Estate would be prejudiced by the Defendant's deliberate and lengthy delay.

3. Simply put, the Defendant's circumstances are the product of its deliberate conduct in terminating its counsel and failing to engage successor counsel, then failing to defend this Adversary Proceeding for a year and a half. The Court should thus deny the Defendant's Motion and the Trustee's judgment should stand.

II. Procedural History Relevant to Defendant's Willful Default

4. The Trustee commenced this Adversary Proceeding by filing his adversary complaint [Adv. ECF No. 1] (the "Complaint") against the Defendant in the Chapter 11 Case on February 11, 2024. In the Complaint, the Trustee asserts claims under sections 548 and 550(a) of the Bankruptcy Code and under sections 544(b) and 550(a) of the Bankruptcy Code and applicable state law to avoid and recover $140,000 of the Debtor's property that was fraudulently transferred to the Defendant through the Debtor's alter ego, HCHK Technologies, Inc. ("HCHK").

5. A summons was issued on February 16, 2024 [Adv. ECF No. 3] (the "Summons"). On February 23, 2024, the Trustee caused the Defendant to be served with the Summons and Complaint, which the Trustee memorialized in his *Certificate of Service* [ECF No. 8]. This includes service via the Defendant's principal, Paulo Figueiredo ("Mr. Figueiredo"), at 4394 Fox Ridge Dr., Weston, FL 33331 (the "Weston Address"), which Mr. Figueiredo admits is both his home and business address. *See* ECF No. 8; *see also Affidavit of Paulo Figueiredo in Support of*

International Treasure Group LLC's Motion to Vacate Entry of Default and Default Judgment [ECF Nos. 44-3; 45] (the "Figueiredo Affidavit") ¶ 5.[4]

6. The Defendant does not dispute that it was properly served with the Summons and Complaint. *See Memorandum of Law in Support of Motion*, Adv. ECF No. 44-2, (the "Motion Memo.") ¶ 7. Accordingly, the Defendant's initial deadline to respond to the Complaint was April 23, 2024.

7. Upon the Defendant's request, the Trustee consented to extend the Defendant's deadline to respond to the Complaint to May 23, 2024, which extension was memorialized by a written stipulation signed by counsel for the Trustee and by the Defendant's counsel, Ronald I. Chorches ("Attorney Chorches") and filed in the Adversary Proceeding [ECF No. 9] (the "Extension Stipulation").

8. On May 14, 2024, Attorney Chorches filed a Notice of Appearance for the Defendant in this Adversary Proceeding. ECF No. 13. However, on June 21, 2024, Attorney Chorches filed a motion requesting to withdraw his appearance [ECF No. 14] (the "Motion to Withdraw"). In the Motion to Withdraw, Attorney Chorches stated, among other things, that the Defendant had engaged Attorney Roland Jones ("Attorney Jones") and Attorney Chorches to serve as the Defendant's lead counsel and local counsel (respectively), and that, thereafter, Attorney Jones' attorney-client relationship with the Defendant had irretrievably broken down such that the Defendant no longer wanted Attorney Jones or Attorney Chorches to represent the Defendant in this Adversary Proceeding. Motion to Withdraw ¶¶ 4, 5. Attorney Chorches further stated that

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[4] The Defendant filed a "Supplemental Declaration" at ECF No. 45, purportedly correcting the exhibits attached to the Figueiredo Affidavit. ECF No. 45. A review of the documents shows that the changes consist only of adding Exhibit cover pages to Exhibits A-D and removing a duplicate Exhibit H that was contained within the document at ECF No. 44. The content of the affidavits appears to be the same in both filings.

there was no longer any communication between Attorney Jones and the Defendant's principal, *i.e.*, Mr. Figueiredo, who had requested that Attorney Jones and Attorney Chorches cease representing the Defendant in this Adversary Proceeding. *Id.*

9. A letter sent by Attorney Jones to the Defendant via certified mail to Mr. Figueiredo at the Weston Address and via email (the "Jones Letter"), appended to the Motion to Withdraw as Exhibit A, referred to a June 4, 2024 telephone conference in which Mr. Figueiredo agreed to terminate the Defendant's attorney-client relationship with Attorney Jones and Attorney Chorches. *Id.* Ex. A. In the Jones Letter, Attorney Jones also specifically warned the Defendant that (a) failure to appear in the Adversary Proceeding may result in default being entered against the Defendant; and (b) limited liability companies (like the Defendant) may not appear in Court or sign pleadings "without being represented by an attorney." *See* Motion to Withdraw Ex. A. Accordingly, Attorney Jones advised the Defendant "to retain new counsel at your earliest convenience." *Id.*

10. The Defendant did not object to Attorney Chorches' Motion to Withdraw, which the Court granted on July 2, 2024. ECF No. 15. Nor did the Defendant engage successor counsel to appear in the Adversary Proceeding or respond to the Complaint.

11. Accordingly, on July 26, 2024, the Trustee filed his *Request for Entry of Default* [ECF No. 18] (the "Default Request") against the Defendant. Although the Trustee was not required to do so, the Trustee caused the Default Request to be served on the Defendant. *See* Default Request, appended Certificate of Service.[5] The Defendant did not object to the Default

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[5] The Defendant points to a transposition of two numbers in the Weston Address in the certificate of service appended to the Default Request. Motion Memo. at FN 2. This was most likely a typo in the certificate of service, not in the mailing, because: (a) as discussed below, *see infra* ¶¶ 12-14, Mr. Figueiredo contacted Trustee's counsel whose names appeared on the Default request by email on August 14, 2024 (*i.e.*, less than three weeks after the Default Request was filed) asking to discuss "a letter coming from" Trustee's counsel; (b) the Trustee's Complaint

Request and, on July 31, 2024, the Clerk of the Court entered a default [ECF No. 19] (the "Clerk's Default").

12. On August 9, 2024, Mr. Figueiredo contacted the Trustee's counsel via email identifying himself as the Defendant's manager and stating "I have received a letter coming from you guys regarding a case against a Ho Wan Kwok and I would like to talk about it. Could we set up a conference call?" *See* Declaration of Patrick R. Linsey (the "Linsey Declaration"), appended hereto as **Exhibit A**, ¶ 4, Ex. 1. Mr. Figueiredo addressed this email to Patrick R. Linsey ("Attorney Linsey") and Douglas S. Skalka ("Attorney Skalka"), two of Trustee's counsel whose names, along with Nancy B. Kinsella ("Attorney Kinsella"), appeared on the signature block of the Default Request. *Id.*

13. Attorney Linsey emailed Mr. Figueiredo in reply on August 14, 2024, and offered to speak with him. *Id.* at ¶ 5, Ex. 2. Thereafter, Attorney Linsey scheduled a Zoom conference with Mr. Figueiredo for 5 p.m. on August 21, 2024, and sent Mr. Figueiredo a Zoom link, which Mr. Figueiredo accepted. *Id.* at ¶ 5, Ex. 3. Mr. Figueiredo failed to appear on the Zoom conference. At 5:04 p.m. on August 21, 2024, Attorney Linsey sent Mr. Figueiredo an email asking if Mr. Figueiredo would join the conference and again sent the Zoom conference link. *Id.* at ¶ 5, Ex. 4. Mr. Figueiredo did not join the conference or immediately respond. *Id.* Rather, Mr. Figueiredo emailed Attorney Linsey the following day saying he had been unable to attend the Zoom conference because he was a journalist covering news events in Brazil. *Id.* at ¶ 5, Ex. 5

14. Thereafter, Mr. Figueiredo again requested to schedule a telephone call with Trustee's counsel and Attorney Kinsella responded to him on September 4, 2024, to schedule a

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and numerous other certificates of service in this Adversary Proceeding correctly list the Weston Address, *see* Complaint ¶ 8; ECF Nos. 8, 29; and (c) the Defendant concedes it was served with process and other documents in this Adversary Proceeding.

telephone call for the following day. *See id.* at ¶ 6, Ex. 6. According to the billing records of Trustee's counsel, Attorney Kinsella spoke with Mr. Figueiredo by telephone on September 5, 2024. *Id.* at ¶ 6. While Attorney Kinsella does not specifically recall this telephone conference, it was her regular practice to familiarize herself with the status of claims before speaking with avoidance litigants. *Id.* Based on the foregoing, it is reasonable to infer both that Mr. Figueiredo contacted Trustee's counsel to discuss the Default Request and that Attorney Kinsella mentioned the Clerk's Default on the September 5, 2024 telephone conference.

15. The Trustee filed his motion requesting entry of default judgment against the Defendant on September 2, 2025 [ECF No. 26] (the "<u>Default Judgment Motion</u>") and on September 3, 2025, the Court issued a notice [ECF No. 27] (the "<u>Hearing Notice</u>") scheduling a hearing on the Default Judgment Motion for October 7, 2025 (the "<u>Hearing</u>"). The Trustee caused the Default Judgment Motion and the Hearing Notice to be served on the Defendant, again care of Mr. Figueiredo at the Weston Address. ECF No. 29. The Defendant concedes that the Trustee served these filings. *See* Motion Memo. ¶ 14. The Defendant did not object to the Default Judgment Motion or appear at the Hearing. Accordingly, following the Hearing, on October 30, 2025, the Court entered a default judgment against the Defendant [ECF No. 38] (the "<u>Default Judgment</u>").

16. On December 2, 2025, new counsel appeared on behalf of the Defendant and filed the Defendant's Motion seeking to vacate the entry of default and default judgment. ECF Nos. 43-45. Because the Defendant willfully defaulted and has not shown grounds to set aside the Clerk's Default or the Default Judgment, the Trustee respectfully objects.

III. <u>Defendant Fails to Demonstrate Good Cause to Set Aside Entry of Default or Default Judgment</u>

A. Standard of Review

17. The Defendant's Motion is governed by Civil Rules 55(c) and 60(b), made

applicable to this Adversary Proceeding by Bankruptcy Rules 7055 and 7060. Civil Rule 55(c) provides that a default may be set aside for "good cause" and that a "final default judgment" may be set aside "under [Civil] Rule 60(b)."

18. "The movant bears the burden of demonstrating good cause for setting aside the default." *State Univ. of New York v. Triple O, LLC*, No. 21-2116-CV, 2022 U.S. LEXIS 29627, at *6 (2d Cir. Oct. 25, 2022) (citing *Sony Corp. v. Elm State Elecs. Inc.*, 800 F.2d 317, 320 (2d Cir. 1986)). "Because Rule 55(c) does not define the term 'good cause,' [the Second Circuit] ha[s] established three criteria that must be assessed in order to decide whether to relieve a party from a default judgment." *Bricklayers & Allied Craftworkers Local 2, Albany N.Y. Pension Fund v. Moulton Masonry & Constr., LLC*, 779 F.3d 182, 186 (2d Cir. 2015) (alterations in original) (quoting *Enron Oil Corp. v. Diakuhara*, 10 F.3d 90, 96 (2d Cir. 1993)). The three criteria are "(1) whether the default was willful, (2) whether the defendant demonstrates the existence of a meritorious defense, and (3) whether, and to what extent, vacating the default will cause the nondefaulting party prejudice." *New York v. Green*, 420 F.3d 99, 108 (2d Cir. 2005) (citing *State St. Bank & Trust Co. v. Inversiones Errazuriz Limitada*, 374 F.3d 158, 166-67 (2d Cir. 2004)).[6] Because the relevant criteria all weigh against the Defendant, the Defendant's Motion fails to show good cause.

19. These factors are also relevant to a motion to set aside a default judgment, however, the standard to set aside a default judgment is more demanding and requires the defaulted

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[6] In considering these criteria, public policy in favor of resolving disputes on the merits "must be balanced against the competing interest in maintaining an orderly efficient judicial system in which default is a useful weapon for enforcing compliance with the rules of procedure. Ultimately, determining a motion to set aside a default is a matter of discretion, reviewed for abuse of discretion." *See Memorandum of Decision and Order Granting Motion for Default Judgment and Denying Cross-Motion to Set Aside Default*, Adv. Proc. No. 23-05023, ECF No. 63, at 8-9 (internal citations and quotation marks removed) (the "Lamp Capital Default Decision").

defendant to demonstrate grounds specified in Civil Rule 60(b). *Meehan v. Snow*, 652 F.2d 274, 276 (2d Cir. 1981); *see also Vega v. Trinity Realty Corp.*, No. 14-CV-7417, 2021 U.S. Dist. LEXIS 34354, 2021 WL 738693, at *3 (S.D.N.Y. Feb. 24, 2021) ("While Rule 55(c) permits defendants to seek relief from a default, the rule differentiates between vacating the entry of a default and vacating a final default judgment. The former may be set aside merely for good cause. Setting aside a final default judgment, however, is a more challenging task.") (citation omitted).

20. Here, the Defendant requests that the Default Judgment be vacated under Civil Rule 60(b)(1), contending that judgment was entered due to the Defendant's excusable neglect. The Second Circuit has identified "four non-exclusive equitable factors that 'determin[e] what sorts of neglect will be considered "excusable."'" *William v. City of New York*, 727 F. App'x 30, 31 (2d Cir. 2018) (quoting *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395 (1993)). These are: (1) the danger of prejudice to the non-moving party; (2) the length of the delay and its potential impact on judicial proceedings; (3) the reason for the delay, including whether it was within the reasonable control of the movant; and (4) whether the movant acted in good faith. *See id.* (citation omitted).

21. Of these four considerations, the Second Circuit has stated that the preeminent factor under the Rule 60(b)(1) inquiry is the reason for the delay. *See Midland Cogeneration Venture L.P. v. Enron Corp. (In re Enron Corp.)*, 419 F.3d 115, 122-23 (2d Cir. 2005). The Second Circuit has also observed that, apart from the "more rigorous[]" burden required to vacate a default judgment, there is "no practical difference between" the analysis governing a motion to void entry of default and that governing a motion seeking to vacate a default judgment under Civil Rule 60(b). *See State Univ. of N.Y.*, 2022 U.S. App. LEXIS 29627, at *6 n.1 (citing *Bricklayers*, 779 F.3d at 186 n.1).

B. Defendant's Default Was Willful and Inexcusable

22. First, as to the willfulness element, a default is willful if it is "not satisfactorily explained." *Bricklayers*, 779 F.3d at 186 (quoting *S.E.C. v. McNulty*, 137 F.3d 732, 738 (2d Cir. 1998)). The "degree of negligence in precipitating a default is a relevant factor to be considered . . . ." *Am. All. Ins. Co. v. Eagle Ins. Co.*, 92 F.3d 57, 61 (2d Cir. 1996). The willfulness inquiry is "concerned with the distinction between those defaults that are excusable and those that are not." *Allen v. N. Trucking & Logistics, LLC (In re Bailey's Express, Inc.)*, Adv. Proc. No. 18-3008, 2019 WL 4686560, at *3 (Bankr. D. Conn. Sept. 25, 2019).

23. Further, a "finding of bad faith is [not] a necessary predicate to concluding that a defendant acted 'willfully.'" *Gucci Am., Inc. v. Gold Ctr. Jewelry*, 158 F.3d 631, 635 (2d Cir. 1998). Rather, an "inference of willful default" is justified where a defendant does not deny that he received the complaint, the court's orders, and notices yet does not assert that non-compliance was due to circumstances beyond his control. *Guggenheim Cap., LLC v. Birnbaum*, 722 F.3d 444, 455 (2d Cir. 2013) (citing *Com. Bank of Kuwait v. Rafidain Bank*, 15 F.3d 238, 243 (2d Cir. 1994)).

24. The Defendant's default was egregiously willful and inexcusable. The Defendant concedes that the Complaint was properly served at the correct address—and, indeed, the Defendant initially appeared in this Adversary Proceeding through counsel. Thereafter, the Defendant chose to terminate its counsel, which counsel expressly warned the Defendant that failure to engage successor counsel may result in its default. *See* Motion to Withdraw, Ex. A. These facts alone conclusively establish the willfulness of the Defendant's default.

25. The Defendant seeks to blame its failure to appear in this Adversary Proceeding or defend the Trustee's claims on alleged financial hardship, misunderstandings of bankruptcy procedure, mail-handling problems, and frequent travel and other distractions. Motion Memo. ¶¶

44, 56. None of these purported explanations excuse the Defendant's willful default.

26. As for the Defendant's arguments regarding its financial condition, courts in this Circuit have repeatedly held that defaults due to purported inability to afford counsel are willful. *See, e.g., McLean v. Wayside Outreach Dev. Inc.*, No. 13-CV-2963 (WFK) (VVP), 2014 U.S. Dist. LEXIS 185792, at *10 (E.D.N.Y. Oct. 14, 2014) (in finding defendant's default was willful, noting that the "caselaw is clear that inability to hire new counsel does not serve as an excuse for default" (internal quotation marks and citation omitted)); *King v. Galluzzo Equip. & Excavating, Inc.*, 223 F.R.D. 94, 98 (E.D.N.Y. 2004) (denying motion to vacate default and noting that defendants' contention they "could not afford attorney's fees does not justify their complete disregard of the rules of the court or [their] failure to notify the court of [their] predicament" (internal quotation marks omitted); *see also Glob. Brand Holdings, LLC v. Accessories Direct Int'l USA, Inc.*, 2019 U.S. Dist. LEXIS 128965, at *11 (S.D.N.Y. July 31, 2019) (corporate defendant's attempt to excuse late filing of opposition papers by contending it could not afford counsel was "not persuasive," because a "party's lack of funds . . . does not justify a party's complete disregard of the rules of the court or its failure to notify the court of its predicament.").

27. The Defendant also argues that it believed the Adversary Proceeding would proceed to mediation based on Mr. Figueiredo's review of the filings in this Adversary Proceeding, including the Court's May 2, 2024 order regarding avoidance procedures and mediation. Figueiredo Affidavit ¶ 30. However, this does ***not*** explain why the Defendant simply abandoned this Adversary Proceeding and failed to engage counsel for almost a year and a half. Nor, after doing so, could the Defendant have plausibly expected the Trustee to mediate with it. Rather, as Attorney Jones ***expressly advised*** the Defendant in June of 2024, the Defendant's failure to engage counsel meant that default may enter against the Defendant. *See* Motion to Withdraw, Ex. A.

Attorney Jones further advised the Defendant that, as an entity, it must appear in this Adversary Proceeding through counsel. *Id.*

28. The Defendant's other explanations for ignoring this Adversary Proceeding—careless mail handling at Mr. Figueiredo's Weston Address and Mr. Figueiredo's frequent travel—also cannot excuse the Defendant's default. Far from evidencing excusable neglect, the Defendant's explanations, at most, contradict the Defendant's position that it took the Trustee's Complaint seriously and that it lacked resources to hire counsel. Motion Memo. ¶ 52; s*ee also City View Blinds of N.Y., Inc. v. Trs. of the N.Y. City*, No. 21-1037-cv, 2022 U.S. App. LEXIS 12425, at *4-5 (2d Cir. May 9, 2022) (defendant's failure to monitor its correspondence "for whole months at a time" was "grossly negligent") (internal quotation marks omitted).

29. Perhaps realizing that the Defendant's failure to appear or defend the Trustee's claims since the Defendant terminated its counsel is indefensible, the Defendant also suggests that the Court should analyze the Defendant's willfulness starting from the point in time that the Defendant "became aware of the default judgment." *See* Motion Memo. ¶¶ 33, 50, 57. The Defendant cites no authority that would support this remarkable contention.[7] To the contrary, the case law is clear that willfulness turns on a defendant's conduct upon receiving notice of the claims against it and whether the defendant has provided a "legitimate excuse for [its] delay in responding." *See, e.g., World Magic Int'l AVV v. Eddy Int'l, Ltd.*, 2010 U.S. Dist. LEXIS 116962, at *4 (S.D.N.Y. Nov. 1, 2010); *see also City View Blinds,* 2022 U.S. App. LEXIS 12425 at *4-5

[7] The Defendant contends in paragraph 50 of its Motion Memo. that willfulness should be analyzed based on the "defaulting party's actions after it became aware of the existence of the litigation or entry of default." To the extent that the Defendant argues that willfulness should be considered starting from the point that default judgment entered, the only cases cited by the Defendant are inapposite, because, among other things, they do not deal with defendants that failed to defend a lawsuit but rather motions (not filed in adversary proceedings) that were granted absent timely opposition. *See In re FairPoint Communs., Inc.*, 462 B.R. 75, 77-79 (Bankr. S.D.N.Y. 2012); *In re JWP Info. Servs., Inc.*, 231 B.R. 209, 212 (Bankr. S.D.N.Y. 1999).

(in affirming district court's denial of motion to vacate default judgment, analyzing willfulness from date action was commenced).

30. The Trustee's service of other filings in this Adversary Proceeding on the Defendant, as well as the Defendant's communications with Trustee's counsel in late August and early September of 2024, further evidence the willfulness of the Defendant's default. Mr. Figueiredo contends that he does not recall having seen the Default Request and was not aware that default judgment had entered against the Defendant until early November 2025. *See* Motion Memo. ¶¶ 35, 37. While the Trustee is not required to serve requests for entry of default on non-appearing defendants, the Trustee ***did*** serve the Default Request on the Defendant via Mr. Figueiredo, and Mr. Figueiredo's contention that he was not aware of the Default request is belied by his email (sent less than three weeks after the Default Request was served) to two of Trustee's counsel whose names appeared on the Default Request, which email (a) referred to the Defendant in its subject line, (b) identified Mr. Figueiredo as the Defendant's manager, and (c) requested to discuss "a letter coming from you guys regarding a case against a Ho Wan Kwok." Linsey Declaration at ¶ 4, Ex. 1.[8] Mr. Figueiredo then scheduled but failed to attend a Zoom conference with Attorney Linsey and spoke with Attorney Kinsella (who presumably discussed the entry of the Clerk's Default with Mr. Figueiredo). Notably, the Defendant failed to mention any of these communications in its Motion.

31. It is also notable that Mr. Figueiredo does not deny being aware that the Trustee had filed the Default Judgment Motion and, in fact, the Defendant concedes that the Default Judgment Motion and related Hearing Notice were served on the Defendant via Mr. Figueiredo at

[8] Based on the date of Mr. Figueiredo's email and the counsel that Mr. Figueiredo chose to contact, the Trustee is not aware of any other filings or correspondence to which Mr. Figueiredo's email could have referred.

the Weston Address. *See* Motion Memo. ¶ 14. Yet even after receiving notice that the Trustee had filed the Default Judgment Motion and the Court had scheduled a hearing on it, the Defendant did not engage counsel or otherwise seek to oppose entry of default judgment.

32. At bottom, the Defendant knew about the Trustee's claims and chose to terminate its counsel in June 2024 and not to engage new counsel despite warnings that this would subject it to default. The Defendant then failed to appear in this Adversary Proceeding through new counsel and defend the Trustee's claims until earlier this month. The Defendant's conduct is patently willful and inexcusable and as such the Defendant has failed to show good cause to set aside the Clerk's Default or vacate the Default Judgment.

C. Defendant Fails to Show Meritorious Defense

33. Second, the Motion fails to present a meritorious defense. As this Court has previously stated, "when evaluating the presented evidence," the relevant consideration is whether the evidence submitted, "'if proven at trial, would constitute a complete defense.' *State Street*, 374 F.3d at 167 (citing *Enron*, 10 F.3d at 98); *see McNulty* 137 F.3d at 740." Lamp Capital Default Decision at 15-16. Here, the Defendant's factual theory based on value it alleges that it gave to a third party rather than the Debtor fails that test.

34. The Defendant does not seriously dispute the Trustee's *prima facie* fraudulent transfer claims,[9] however, the Defendant asserts that it can establish an affirmative defense under section 548(c), because the Defendant contends that it gave value to Gettr (USA) Inc. ("Gettr"). Even assuming, *arguendo*, that the Defendant could show that it gave value to Gettr to the extent

[9] The Defendant briefly refers to constructive fraudulent transfer claims, Motion Memo. ¶ 28, however, for the avoidance of doubt, the Trustee has asserted only actual intent fraudulent transfer claims under sections 548(a)(1)(A) and section 550(a) of the Bankruptcy Code and sections 544(b) and 550(a) of the Bankruptcy Code and applicable state law (*i.e.*, New York Debtor & Creditor Law section 273).

of the transfers it received, and that the value was given in good faith,[10] this would not support a defense under section 548(c) of the Bankruptcy Code.

35. To prevail on an affirmative defense under section 548(c), a defendant transferee must demonstrate both that it received a transfer "in good faith" and that the transferee "gave value ***to the debtor*** in exchange for such transfer . . . ." 11 U.S.C. § 548(c) (emphasis added). "As a general matter, when a debtor transfers its property but the transferee gives the consideration to a third party, the debtor ordinarily will not have received fair consideration in exchange for its property." *Silverman v. Carob Bean Realty Corp. II (In re Liberty Bridge Cap. Mgmt.)*, 670 B.R. 676, 690 (S.D.N.Y. 2025) (internal quotation marks omitted); *see also Schneider v. Barnard*, 508 B.R. 533, 551-52 (E.D.N.Y. 2014) (affirming bankruptcy court's rejection of section 548(c) defense where transfers did not fund value for debtors but rather provided value to debtors' principal by paying rent for her and her husband). By way of further example, in *Brady v. Bestworth-Rommel, Inc. (In re Johnson)*, a bankruptcy court held that a creditor could not establish a section 548(c) defense where value was not given to the debtors but rather to a corporation in which one of the debtors was a shareholder. *See* 357 B.R. 136, 139-40 (Bankr. N.D. Cal. 2006).

36. Here, the Defendant admits it received payments through HCHK and states that from the "Defendant's perspective, HCHK was merely the corporate payor for GETTR's

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[10] The Trustee does not concede either premise. In particular as to good faith, the Defendant may have been on inquiry notice as to the Debtor's fraudulent shell game, because the Defendant knew that it was being paid through a third-party company that was not the entity to which the Defendant asserts it was providing value. The Defendant does not describe any effort to investigate this arrangement but rather the Defendant simply went along with it. *See* Motion Memo. ¶ 81. The Trustee believes that this and other red flags may well have put the Defendant on inquiry notice with respect to the Debtor's fraudulent shell game. As the Second Circuit has explained, a transferee is not in good faith if "the facts the transferee knew would have led a reasonable person in the transferee's position to conduct further inquiry into a debtor-transferor's possible fraud. . . ." and "once the court has determined that a transferee had been put on inquiry notice, the court must inquire whether diligent inquiry by the transferee would have discovered the fraudulent purpose of the transfer." *Picard v. Citibank, N.A. In re Bernard L. Madoff Inv. Secs. LLC)*, 12 F.4th 171, 191 (2d Cir. 2021). Thus, the Defendant would bear the burden of proof to demonstrate that it lacked such inquiry notice, a burden it would be unlikely to meet.

invoices." Motion Memo. ¶ 81. However, unlike HCHK—as to which the Court has entered a final judgment to the effect that this entity was the Debtor's alter ego, *see* Adv. Proc. No. 23-5013, ECF No. 296—the Court has made no such ruling (nor has the Trustee requested one) as to Gettr. For its part, the Defendant asserts (in conclusory fashion) that the Debtor received "concrete benefits" from the Defendant's alleged services to Gettr without explaining what that value is. Indeed, the Defendant's theory is contradicted by its other statements regarding Gettr, in which the Defendant describes that entity as a social media platform launched under the leadership of Jason Miller and states that the Defendant was engaged because Mr. Miller was seeking to "launch and expand" Gettr's operations in Brazil. Motion Memo. ¶ 22; Figueiredo Affidavit ¶ 6.

37. Moreover, even if the Court required further information to evaluate this purported defense, here the blatant willfulness of the Defendant's default "alone is a sufficient basis to deny vacating the default" irrespective of a meritorious defense analysis. *See Manzanares v. Your Favorite Auto Repair & Diagnostic Ctr., Inc.*, No. 17-CV-5001 (MKB) (RML), 2020 U.S. Dist. LEXIS 204386, at *23 (E.D.N.Y. Nov. 2, 2020) (citing *Hernandez v. La Cazuela de Mari Rest., Inc.*, 538 F. Supp. 2d 528, 533-34 (E.D.N.Y. 2007) ("Despite any meritoriousness of an anticipated defense, a default judgment should not be vacated if the default was willful.")). This is especially true when the willfulness of the Defendant's default is considered alongside the prejudice visited upon the Trustee by the Defendant's persistent failure to appear and defend in this Adversary Proceeding for well over one year. *See 45 John Lofts, LLC v. Meridian Cap. Grp. LLC (In re 45 John Lofts, LLC)*, 648 B.R. 16, 29 (Bankr. S.D.N.Y. 2023) (denying motion to vacate default judgment where "the prejudice to the Plaintiff along with the Movant's failure to demonstrate that

the default was excusable overshadow Movant's showing as to a potential meritorious defense").[11]

D. Trustee Will Be Prejudiced If Default Is Set Aside and Judgment Vacated

38. Third, the Trustee will be prejudiced if the Clerk's Default is set aside and the Default Judgment is vacated. Permitting delinquent parties, such as the Defendant, to belatedly participate in avoidance actions because they chose to default would disrupt the orderly chapter 11 process and stymie the Trustee's asset recovery efforts. The Court has said—and the Trustee agrees—that these adversary proceedings should move forward expeditiously and without delay. The Court has also said—and the Trustee also agrees—that defendants that do not defend the Trustee's claims should be defaulted. As such, the Trustee has devoted time and the Estate's finite resources (which could have been applied to investigating and prosecuting other claims) to obtaining defaults against non-appearing defendants. If defendants that willfully chose not to defend are permitted to vacate the Trustee's default judgments, the Trustee's time and allocation of resources in this respect (as well as the Court's devotion of resources to review of default judgment motions) will have been wasted.

39. Further, given the blatant willfulness and the duration of the Defendant's abandonment of its defense—the Defendant terminated its counsel as of June 2024 and did not appear through new counsel until earlier this month, a delay of nearly eighteen months—the Defendant's conduct is presumptively prejudicial. The Second Circuit has "explained that a

---

[11] As far as the Defendant's boilerplate defenses in its proposed answer, Figueiredo Affidavit Ex. I, these are factually unsupported and not discussed in the motion, and should not be given weight. "Neither conclusory denials, nor formulaic recitations of boilerplate defenses, are sufficient on their own" to set aside a default. *See Memorandum of Decision*, Adv. Proc. No. 23-05023, ECT No. 133 at 12. Several of these boilerplate defenses are facially meritless. For example, the Defendant purports to assert a statute of limitations defense even though the Complaint against the Defendant was filed within two years of the Petition Date. By way of further example, the Defendant contends it was not the initial transferee of the transfers—an argument this Court has rejected in numerous other adversary proceedings and therefore is barred by the law of the case doctrine. Figueiredo Affidavit Ex. I, ¶¶ 48, 50.

presumption of prejudice is particularly appropriate where … the plaintiff's delay was prolonged." *William v. City of New York*, 771 F. App'x 94, 95 (2d Cir. 2019) (affirming district court's presumption of prejudice based on ten-month delay).

40. Vacating the Default Judgment would also create an untenable precedent for any other defaulted Defendants that are subject to the Trustee's judgments. Allowing parties to successfully vacate default judgments after they have ignored and failed to defend the Trustee's claims for more than a year, and ignored requests for entry of default and motions seeking default judgments, would invite other defendants to pursue similar tactics. These defendants would enjoy the benefits of willful delay while the Trustee would be required to litigate matters previously thought closed, wasting untold time and resources. Defendants would also have no incentive to respond to the Complaints served against them or to comply with other deadlines set by the Court if they knew they could revive the litigation at a time of their choosing. All of this would further prejudice the Trustee and the Estate and further burden the Court.

E. Defendant Cannot Establish Excusable Neglect

41. In light of the foregoing, the Defendant cannot establish excusable neglect. As to the most important factor under the excusable neglect analysis, the Defendant's default was plainly willful and within the Defendant's control, which weighs heavily against a finding of excusable neglect. *See, e.g.*, *William*, 727 F. App'x at 31; *In re Enron*, 419 F.3d at 122-23. Moreover, "district courts in this Circuit have held that attorney ***or client*** carelessness does not constitute excusable neglect." *LeGer v. Navila Asset Mgmt. Inc.*, No. 20 CV 3820 (EK)(RML), 2023 U.S. Dist. LEXIS 19829, at *13 (E.D.N.Y. Feb. 6, 2023) (cleaned up, emphasis added) (citing *Am. All.*, 92 F.3d at 60 n.1).

42. Because the Defendant's conduct was patently willful, the three factors relevant to

excusable neglect are less relevant. *See Silivanch v. Celebrity Cruises, Inc.*, 333 F.3d 355, 366 n.7 (2d Cir. 2003) ("While prejudice, length of delay, and good faith might have more relevance in a close[] case, the reason-for-delay factor will always be critical to the inquiry.") (quoting *Graphic Commc'ns Int'l Union, Local 12- N v. Quebecor Printing Providence, Inc.*, 270 F.3d 1, 5-6 (1st Cir. 2001)).

43. That said, the other factors likewise do not support a finding of excusable neglect. As discussed above, the Trustee and the Estate would be prejudiced if the Court were to vacate the Defendant's default. Further, the length of the Defendant's delay in reappearing in this Adversary Proceeding—for more than a year following the Defendant's termination of its counsel—also reflects that the Defendant cannot show excusable neglect.

44. Finally, as to the Defendant's good faith, the Trustee respectfully submits that the Defendant's efforts to portray its conscious decision to abandon its defense of this Adversary Proceeding for nearly a year and a half as being due to circumstances outside its control are not indicative of good faith and, if anything, suggest the opposite. So, too, do the Defendant's failure to disclose Mr. Figueiredo's communications with the Trustee's counsel, which further evidence the willfulness of the Defendant's default.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

WHEREFORE, the Trustee requests that the Court deny the Defendant's Motion Vacate and grant such other relief as is just and proper.

Dated: December 23, 2025
New Haven, Connecticut

LUC A. DESPINS,
CHAPTER 11 TRUSTEE

By: */s/ Erin T. Ryan*
Patrick R. Linsey (ct29437)
Erin T. Ryan (ct32005)
NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street, 13th Floor
New Haven, Connecticut 06510
(203) 821-2000
plinsey@npmlaw.com
eryan@npmlaw.com

Counsel for the Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

In re:	Chapter 11
HO WAN KWOK, *et al.*,[12]	Case No. 22-50073 (JAM)
Debtors.	(Jointly Administered)
LUC A. DESPINS, CHAPTER 11 TRUSTEE,	
Plaintiff,	Adv. Proceeding No. 25-05119
v.	
INTERNATIONAL TREASURE GROUP LLC,	
Defendant.	

<u>CERTIFICATE OF SERVICE</u>

On the date hereof, the foregoing, and all attachments thereto, was filed electronically in the above-captioned adversary proceeding (the "<u>Adversary Proceeding</u>") using the Court's case management/electronic case files ("<u>CM/ECF</u>") system. Notice of this filing will be sent automatically to all parties appearing in this Adversary Proceeding via email by operation of the CM/ECF system.

Dated: December 23, 2025
New Haven, Connecticut

By: */s/ Erin T. Ryan*
Erin T. Ryan (ct32005)

[12] The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and the Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

EXHIBIT A

(Declaration of Patrick R. Linsey)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

In re:	Chapter 11
HO WAN KWOK, *et al.*,[1]	Case No. 22-50073 (JAM)
Debtors.	(Jointly Administered)
LUC A. DESPINS, CHAPTER 11 TRUSTEE,	
Plaintiff,	Adv. Proceeding No. 25-05119
v.	
INTERNATIONAL TREASURE GROUP LLC,	
Defendant.	

DECLARATION OF PATRICK R. LINSEY IN SUPPORT OF OBJECTION OF CHAPTER 11 TRUSTEE TO DEFENDANT INTERNATIONAL TREASURE GROUP LLC'S MOTION TO VACATE ENTRY OF DEFAULT AND DEFAULT JUDGMENT

I, Patrick R. Linsey, being duly sworn, hereby depose and say:

1. I am over the age of eighteen years and understand and believe in the obligations of an oath.

2. I am a principal at the law firm of Neubert, Pepe & Monteith, P.C. ("NPM") and am counsel to Luc A. Despins, in his capacity as Chapter 11 Trustee (the "Trustee") appointed in the chapter 11 case (the "Chapter 11 Case") of Ho Wan Kwok (the "Debtor").

[1] The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and the Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

3. I respectfully submit this declaration based upon personal knowledge and my consultations with colleagues at NPM and review of relevant documents in support of the Trustee's *Objection* (the "Objection") opposing defendant International Treasure Group, LLC's (the "Defendant") *Motion to Vacate Entry of Default and Default Judgment* [Adv. ECF No. 44] filed in the above-captioned adversary proceeding (the "Adversary Proceeding").

4. On August 9, 2024, Paulo Figueiredo ("Mr. Figueiredo") emailed me and my partner, Douglas S. Skalka, identifying himself as the Defendant's manager and stating "I have received a letter coming from you guys regarding a case against a Ho Wan Kwok and I would like to talk about it. Could we set up a conference call?" A true and accurate copy of this email is attached hereto as **Exhibit 1**.

5. On August 14, 2024, I emailed Mr. Figueiredo in reply and offered to speak with him. A true and accurate copy of this email is attached hereto as **Exhibit 2**. Thereafter, I scheduled a Zoom conference with Mr. Figueiredo for 5 p.m. on August 21, 2024, and sent Mr. Figueiredo a Zoom link, which Mr. Figueiredo accepted. A true and accurate copy of the email I received confirming Mr. Figueiredo's acceptance of the Zoom conference invitation is attached hereto as **Exhibit 3**. Mr. Figueiredo failed to appear on the Zoom conference. At 5:04 p.m. on August 21, 2024, I emailed Mr. Figueiredo asking if he would join the conference and again sent the Zoom conference link. A true and accurate copy of this email is attached hereto as **Exhibit 4**. Mr. Figueiredo did not join the conference or immediately respond to this email. *See id.* Rather, Mr. Figueiredo emailed the following day and stated that he could not attend the Zoom conference because he was a journalist and was covering news events in Brazil. A true and accurate copy of this email is attached hereto as **Exhibit 5**.

6. Mr. Figueiredo again asked to speak with Trustee's counsel and Attorney Kinsella

responded to Mr. Figueiredo on September 4, 2024, to schedule a telephone call for the following day. A true and accurate copy of the email thread scheduling this call is attached hereto as **Exhibit 6**. According to NPM's billing records, Attorney Kinsella spoke with the Defendant's principal on September 5, 2024.[2] I have consulted with Attorney Kinsella, who advised me that while she does not specifically remember this telephone call, it was her regular practice to familiarize herself with the status of claims before speaking with avoidance litigants.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

/s/ Patrick R. Linsey
Patrick R. Linsey

Executed on: December 23, 2025
(Date)

[2] NPM's time records reflect an entry of 0.3 hours for Attorney Kinsella under the Task Code for this Adversary Proceeding on September 5, 2024, described as "Communicate (other external) with principal of defendant."

EXHIBIT 1

Patrick Linsey

From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Friday, August 9, 2024 9:53 AM
To: Doug Skalka; Patrick Linsey
Subject: Ho Wan Kwok / International Treasure Group

External email ›
First time sender ›

Caution: External Email. Verify you know the sender before clicking a Link.

Hello,

I am the manager of International Treasure Group. I have received a letter coming from you guys regarding a case against a Ho Wan Kwok, and I would like to talk about it. Could we set up a conference call?

Best regards,
Paulo Figueiredo

EXHIBIT 2

Patrick Linsey

From: Patrick Linsey
Sent: Wednesday, August 14, 2024 12:40 PM
To: Paulo Figueiredo; Doug Skalka
Cc: Nancy Kinsella
Subject: RE: Ho Wan Kwok / International Treasure Group

Dear Mr. Figueiredo:

We received your email below. Apologies for the slightly delayed response. My colleague Nancy Kinsella is the best point of contact but she is on vacation this week and next. If you would like to get on a call in the meantime, please let us know your availability next week and Doug or I would be happy to speak with you.

Sincerely,

Patrick Linsey

Patrick R. Linsey
Direct: 203.781.2847 | plinsey@npmlaw.com

NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street, 13th Floor, New Haven, CT 06510
New Haven | Hartford | Fairfield | White Plains | www.npmlaw.com

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From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Wednesday, August 14, 2024 12:31 PM
To: Doug Skalka <DSkalka@npmlaw.com>; Patrick Linsey <plinsey@npmlaw.com>
Subject: Re: Ho Wan Kwok / International Treasure Group

External email ❯

Caution: External Email. Verify you know the sender before clicking a Link.

Can anyone confirm they received this email sent in good faith?

On Fri, Aug 9, 2024 at 9:53 AM Paulo Figueiredo <paulo@paulofigueiredo.me> wrote:

> Hello,
>
> I am the manager of International Treasure Group. I have received a letter coming from you guys regarding a case against a Ho Wan Kwok, and I would like to talk about it. Could we set up a conference call?
>
> Best regards,
> Paulo Figueiredo

EXHIBIT 3

Patrick Linsey

From:	Google Calendar <calendar-notification@google.com> on behalf of Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent:	Friday, August 16, 2024 6:48 PM
To:	Patrick Linsey
Subject:	Accepted: Call re Ho Wan Kwok / International Treasure Group @ Wed Aug 21, 2024 5pm - 5:30pm (EDT) (Patrick Linsey)
Attachments:	invite.ics

External email ❯

First time sender ❯

Caution: External Email. Verify you know the sender before clicking a Link.

Paulo Figueiredo has accepted this invitation.

Patrick Linsey is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
https://zoom.us/j/97196123211?pwd=qQr1ew7Gvw3GwQVFdlCMwGuvalSNTx.1&from=addon

Meeting ID: 971 9612 3211
Passcode: 866403

One tap mobile
+13126266799,,97196123211#,,,,*866403# US (Chicago)
+16465588656,,97196123211#,,,,*866403# US (New York)

Dial by your location
• +1 312 626 6799 US (Chicago)
• +1 646 558 8656 US (New York)
• +1 646 931 3860 US
• +1 301 715 8592 US (Washington DC)
• +1 305 224 1968 US

• +1 309 205 3325 US
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US
• +1 669 444 9171 US
• +1 669 900 9128 US (San Jose)
• +1 689 278 1000 US
• +1 719 359 4580 US

Meeting ID: 971 9612 3211
Passcode: 866403

Find your local number: https://zoom.us/u/acEe5ujgAd

When

Wednesday Aug 21, 2024 · 5pm – 5:30pm (Eastern Time - New York)

Location

https://zoom.us/j/97196123211?pwd=qQr1ew7Gvw3GwQVFdlCMwGuvalSNTx.1&from=addon
View map

Guests

Patrick Linsey - organizer
Paulo Figueiredo - creator
View all guest info

Invitation from Google Calendar

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, decline this event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. Learn more

EXHIBIT 4

Patrick Linsey

From: Patrick Linsey
Sent: Wednesday, August 21, 2024 5:04 PM
To: Paulo Figueiredo
Subject: RE: Ho Wan Kwok / International Treasure Group

Good afternoon Mr. Figueiredo – I'm on the Zoom now. Are you available to log on? The link is:

https://zoom.us/j/97196123211?pwd=qQr1ew7Gvw3GwQVFdlCMwGuvalSNTx.1&from=addon

Thank you.

Pat

Patrick R. Linsey
Direct: 203.781.2847 | plinsey@npmlaw.com

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195 Church Street, 13th Floor, New Haven, CT 06510
New Haven | Hartford | Fairfield | White Plains | www.npmlaw.com

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From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Friday, August 16, 2024 6:46 PM
To: Patrick Linsey <plinsey@npmlaw.com>
Cc: Doug Skalka <DSkalka@npmlaw.com>; Nancy Kinsella <NKinsella@npmlaw.com>
Subject: Re: Ho Wan Kwok / International Treasure Group

External email ❯

Caution: External Email. Verify you know the sender before clicking a Link.

would 5pm work for you?

On Fri, Aug 16, 2024 at 6:41 PM Patrick Linsey <plinsey@npmlaw.com> wrote:

> I am flexible on Wednesday afternoon. Anything then work? Thanks.
>
> Patrick R. Linsey
>
> Direct: 203.781.2847 | plinsey@npmlaw.com

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From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Friday, August 16, 2024 6:41 PM
To: Patrick Linsey <plinsey@npmlaw.com>
Cc: Doug Skalka <DSkalka@npmlaw.com>; Nancy Kinsella <NKinsella@npmlaw.com>
Subject: Re: Ho Wan Kwok / International Treasure Group

Dear Patrick,

Thank you for your email. Let me know when it would be a good time for us to get on a call.

Best regards,
Paulo Figueiredo

On Wed, Aug 14, 2024 at 12:40 PM Patrick Linsey <plinsey@npmlaw.com> wrote:

> Dear Mr. Figueiredo:
>
> We received your email below. Apologies for the slightly delayed response. My colleague Nancy Kinsella is the best point of contact but she is on vacation this week and next. If you would like to get on a call in the meantime, please let us know your availability next week and Doug or I would be happy to speak with you.
>
> Sincerely,
>
> Patrick Linsey

Patrick R. Linsey

Direct: 203.781.2847 | plinsey@npmlaw.com

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Subject: Re: Ho Wan Kwok / International Treasure Group

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> I am the manager of International Treasure Group. I have received a letter coming from you guys regarding a case against a Ho Wan Kwok, and I would like to talk about it. Could we set up a conference call?
>
> Best regards,
> Paulo Figueiredo

EXHIBIT 5

Patrick Linsey

From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Thursday, August 22, 2024 9:05 AM
To: Patrick Linsey
Subject: Re: Ho Wan Kwok / International Treasure Group

External email ❯

Caution: External Email. Verify you know the sender before clicking a Link.

Patrick,
I'm terribly sorry, but I am a journalist yesterday something huge broke in Brazil on the news and I had to stay on air for way longer than originally scheduled.
Once again, I'm sorry for not being able to inform you, but since I was speaking, I couldn't even send a message.
Can we please reschedule?
Regards,
Paulo

On Wed, Aug 21, 2024 at 5:04 PM Patrick Linsey <plinsey@npmlaw.com> wrote:

> Good afternoon Mr. Figueiredo – I'm on the Zoom now. Are you available to log on? The link is:
>
> https://zoom.us/j/97196123211?pwd=qQr1ew7Gvw3GwQVFdlCMwGuvalSNTx.1&from=addon
>
> Thank you.
>
> Pat
>
> Patrick R. Linsey
>
> Direct: 203.781.2847 | plinsey@npmlaw.com
>
> NEUBERT, PEPE & MONTEITH, P.C.
>
> 195 Church Street, 13th Floor, New Haven, CT 06510

New Haven | Hartford | Fairfield | White Plains | www.npmlaw.com

From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Friday, August 16, 2024 6:46 PM
To: Patrick Linsey <plinsey@npmlaw.com>
Cc: Doug Skalka <DSkalka@npmlaw.com>; Nancy Kinsella <NKinsella@npmlaw.com>
Subject: Re: Ho Wan Kwok / International Treasure Group

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would 5pm work for you?

On Fri, Aug 16, 2024 at 6:41 PM Patrick Linsey <plinsey@npmlaw.com> wrote:

I am flexible on Wednesday afternoon. Anything then work? Thanks.

Patrick R. Linsey

Direct: 203.781.2847 | plinsey@npmlaw.com

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To: Patrick Linsey <plinsey@npmlaw.com>
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Subject: Re: Ho Wan Kwok / International Treasure Group

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Dear Patrick,

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Paulo Figueiredo

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Sincerely,

Patrick Linsey

Patrick R. Linsey

Direct: 203.781.2847 | plinsey@npmlaw.com

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New Haven | Hartford | Fairfield | White Plains | www.npmlaw.com

---

From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Wednesday, August 14, 2024 12:31 PM

To: Doug Skalka <DSkalka@npmlaw.com>; Patrick Linsey <plinsey@npmlaw.com>
Subject: Re: Ho Wan Kwok / International Treasure Group

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Can anyone confirm they received this email sent in good faith?

On Fri, Aug 9, 2024 at 9:53 AM Paulo Figueiredo <paulo@paulofigueiredo.me> wrote:

> Hello,
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> I am the manager of International Treasure Group. I have received a letter coming from you guys regarding a case against a Ho Wan Kwok, and I would like to talk about it. Could we set up a conference call?
>
> Best regards,
> Paulo Figueiredo

EXHIBIT 6

Patrick Linsey

From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Wednesday, September 4, 2024 12:00 PM
To: Nancy Kinsella
Cc: Patrick Linsey; Doug Skalka
Subject: Re: Ho Wan Kwok / International Treasure Group

External email

Caution: External Email. Verify you know the sender before clicking a Link.

Yes

On Wed, Sep 4, 2024, 11:50 AM Nancy Kinsella <NKinsella@npmlaw.com> wrote:

> Hello,
>
> Apologies, I hadn't realized that you never spoke to anyone.
>
> Are you available to speak tomorrow at noon, eastern time?
>
> Thank you,
>
> Nancy Kinsella
>
> **From:** Paulo Figueiredo <paulo@paulofigueiredo.me>
> **Sent:** Wednesday, September 4, 2024 11:44 AM
> **To:** Patrick Linsey <plinsey@npmlaw.com>
> **Cc:** Doug Skalka <DSkalka@npmlaw.com>; Nancy Kinsella <NKinsella@npmlaw.com>
> **Subject:** Re: Ho Wan Kwok / International Treasure Group

Caution: External Email. Verify you know the sender before clicking a Link.

> Hello everyone,
>
> I haven't had any reply to my last emails.
>
> Best regards,

Paulo Figueiredo

On Fri, Aug 16, 2024, 6:40 PM Paulo Figueiredo <paulo@paulofigueiredo.me> wrote:

Dear Patrick,

Thank you for your email. Let me know when it would be a good time for us to get on a call.

Best regards,
Paulo Figueiredo

On Wed, Aug 14, 2024 at 12:40 PM Patrick Linsey <plinsey@npmlaw.com> wrote:

Dear Mr. Figueiredo:

We received your email below. Apologies for the slightly delayed response. My colleague Nancy Kinsella is the best point of contact but she is on vacation this week and next. If you would like to get on a call in the meantime, please let us know your availability next week and Doug or I would be happy to speak with you.

Sincerely,

Patrick Linsey

Patrick R. Linsey

Direct: 203.781.2847 | plinsey@npmlaw.com

NEUBERT, PEPE & MONTEITH, P.C.

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From: Paulo Figueiredo <paulo@paulofigueiredo.me>
Sent: Wednesday, August 14, 2024 12:31 PM

To: Doug Skalka <DSkalka@npmlaw.com>; Patrick Linsey <plinsey@npmlaw.com>
Subject: Re: Ho Wan Kwok / International Treasure Group

Caution: External Email. Verify you know the sender before clicking a Link.

Can anyone confirm they received this email sent in good faith?

On Fri, Aug 9, 2024 at 9:53 AM Paulo Figueiredo <paulo@paulofigueiredo.me> wrote:

> Hello,
>
> I am the manager of International Treasure Group. I have received a letter coming from you guys regarding a case against a Ho Wan Kwok, and I would like to talk about it. Could we set up a conference call?
>
> Best regards,
> Paulo Figueiredo