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8 Attorneys for Plaintiffs,
9 JAMES WONG AND IRENE WONG,
AS PERSONAL REPRESENTATIVES
10 OF THE ESTATE OF ALAN CHUNG
CHEUNG WONG; MAGGIE CHAN,
11 MONA WONG, JAMES WONG, AND
IRENE WONG AS SUCCESSOR
12 TRUSTEES OF THE ALAN CHUNG
13 CHEUNG WONG REVOCABLE TRUST

14 SUPERIOR COURT OF CALIFORNIA
15 COUNTY OF SAN MATEO

16
17 JAMES WONG AND IRENE WONG, AS
PERSONAL REPRESENTATIVES OF
18 THE ESTATE OF ALAN CHUNG
CHEUNG WONG; MAGGIE CHAN,
19 MONA WONG, JAMES WONG, AND
20 IRENE WONG AS SUCCESSOR
TRUSTEES OF THE ALAN CHUNG
21 CHEUNG WONG REVOCABLE TRUST,

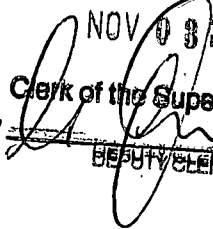
22 Plaintiff,

23 v.

24 AARON WONG AND TIANQI LIU, AS
PERSONAL REPRESENTATIVES OF
25 THE ESTATE OF SYLVIA TANG AND
AS CO-TRUSTEES OF THE SYLVIA
26 TANG TRUST; and DOES 1-20,

27 Defendants.
28

FILED
SAN MATEO COUNTY

NOV 03 2017
Clerk of the Superior Court
By 
DEPUTY CLERK

17CIV05074

Case No.

COMPLAINT FOR DAMAGES

BY FAX

17 - CIV - 05074
CMP
Complaint
803102



Parr Law Group
1625 The Alameda,
Suite 900,
San Jose, CA 95126
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Fax 408-267-4535

1 Plaintiffs James Wong and Irene Wong, as Personal Representatives of the Estate of
2 Alan Chung Cheung Wong ("Plaintiffs"), make the following allegations on information and
3 belief based upon an investigation reasonable under the circumstances, except as to those
4 allegations pertaining to themselves, which are based on personal knowledge.

5
6 **THE PARTIES**

7 1. Plaintiffs James Wong and Irene Wong are the Personal Representatives of the
8 Estate of Alan Chung Cheung Wong, and act on its behalf. James Wong and Irene Wong reside
9 in Santa Clara County, State of California.

10 2. Defendants Aaron Wong and Tianqi Liu are the Personal Representatives of the
11 Estate of Sylvia Tang. Aaron Wong and Tianqi Liu reside in Santa Clara County, State of
12 California.

13 3. The true names and capacities of the defendants sued herein as Does 1 through
14 20 are presently unknown to Plaintiffs, who therefore sue them by such fictitious names.
15 Plaintiffs will amend this complaint to allege the true names and capacities of these defendants
16 when they have been determined. Each of the fictitiously named defendants is responsible in
17 some manner for the conduct alleged here.

18 4. Plaintiffs are informed and believe that at all relevant times each Defendant
19 named in this complaint was the agent, servant, representative, partner, alter ego, joint venturer
20 and/or employee of each of the remaining Defendants and in doing the things alleged herein was
21 acting within the scope of said agency, service, representative, partnership, alter ego, joint
22 venture and/or employment.

23 **GENERAL ALLEGATIONS**

24 5. Alan Wong and Sylvia Tang were married on December 30, 1999. During their
25 marriage, Alan Wong and Sylvia Tang resided in County of San Mateo, State of California.

26 6. On or about December 15, 2011, Alan Wong and Sylvia Tang concluded their
27 divorce by signing a Marital Settlement Agreement ("MSA.") A true and correct copy of the
28 MSA is attached hereto as Exhibit A, and is incorporated by this reference.

1 7. Pursuant to the MSA, Alan Wong was to make an equalizing payment to Sylvia
2 Tang, in that Alan Wong was to transfer all of his interest in the entity Asian Square, Inc., to
3 Sylvia Tang. MSA § 1.7(a).

4 8. In exchange, also pursuant to the MSA, Sylvia Tang's receipt of Alan Wong's
5 interest in Asian Square, Inc. was "subject to all liabilities attendant thereto, for which Sylvia
6 [Tang] shall assume sole and separate responsibility and shall indemnify and hold Alan [Wong]
7 harmless from any liabilities attendant thereto." MSA § 1.7(a). (Emphasis added.)

8 9. Finally, pursuant to the MSA, "[i]f either party fails to perform or his or her
9 respective obligations under this [MSA,] and the other is thereby required to incur legal fees and
10 accounting fees, or other fees and costs, then either party shall be entitled to apply for a court of
11 competent jurisdiction for recovery of such fees or costs against the other party." MSA § 6.1.

12 10. Alan Wong passed away on June 15, 2013. Sylvia Tang passed away a short
13 time later, on August 5, 2013.

14 11. On or about February 24, 2014, Asian Square, Inc. receive a document entitled
15 "Notice of Default and Election to Sell Under Deed of Trust," in connection to a liability of
16 Asian Square, Inc. to United Commercial Bank ("UCB,") which included a deed of trust
17 recorded against real property of the corporation. Asian Square, Inc. fully paid off this liability
18 to UCB, and then on June 12, 2014, sued Alan Wong's estate and trust for the amount that it
19 paid to UCB, in San Mateo County Superior Court Case No. CIV529052 ("Asian Square
20 Action.")

21 12. Asian Square, Inc. further sued Plaintiffs over "additional unrepaid loans,"
22 attendant to Alan Wong's interest in Asian Square, Inc., in the Asian Square Action.

23 13. Plaintiffs defended the Asian Square Action, and obtained a defense judgment.
24 In so doing Plaintiffs incurred significant legal fees.

25 14. Plaintiffs have demanded that Defendants indemnify and hold Plaintiffs harmless
26 relative to the Asian Square Action, and Defendants has refused and continues to refuse to do
27 so.

28 15. Asian Square, Inc. has filed a notice of appeal regarding the Asian Square

1 Action. As a result, Plaintiffs will continue to incur liabilities and costs with respect to its
2 further efforts to defend against the Asian Square Action, as well as a possible adverse
3 judgment in the Asian Square Action.

4 **FIRST CAUSE OF ACTION**
5 **BREACH OF CONTRACT**

6 16. Plaintiffs hereby realleges and incorporates by reference all the previous
7 allegations of the Complaint, as though fully set forth herein.

8 17. Alan Wong and Sylvia Tang entered into an agreement, the MSA,

9 18. Plaintiff has performed all obligations under the MSA, except for those
10 obligations to which Plaintiff's performance has been excused.

11 19. Pursuant to the MSA, Defendant was obligated to indemnify and hold Plaintiff
12 harmless from any liabilities attendant to Alan Wong's interest in Asian Square, Inc.

13 20. Asian Square, Inc., sued Plaintiff in the Asian Square Action, which is a liability
14 of Plaintiff attendant to Alan Wong's interest in Asian Square, Inc.

15 21. Defendant has breached the MSA by refusing, and continuing to refuse, to
16 indemnify and hold Plaintiff harmless relative to the Asian Square Action. This breach is
17 material.

18 22. As a proximate result of Defendant's breach of the MSA, Plaintiffs have been
19 damaged in an amount to be proven at trial.

20 23. Pursuant to the MSA, Plaintiffs are also entitled to recover their reasonable
21 attorney's fees and costs, as the prevailing party, for prosecuting this action.

22 **SECOND CAUSE OF ACTION**
23 **EXPRESS CONTRACTUAL INDEMNITY**

24 24. Plaintiffs hereby realleges and incorporates by reference all the previous
25 allegations of the Complaint, as though fully set forth herein.

26 25. Alan Wong and Sylvia Tang entered into an agreement, the MSA, whereby
27 Sylvia Tang expressly agreed to indemnify and hold Alan Wong and hold him harmless from
28 any liabilities attendant to Alan Wong's interest in Asian Square, Inc.

26. On or about June 14, 2014, Asian Square, Inc. filed a civil action, seeking money

1 from Alan Wong's estate and trust attendant to his former interest in Asian Square, Inc.
2 Judgment issued in favor of Alan Wong's estate and trust on June 28, 2017. Asian Square, Inc.
3 subsequently filed a notice of appeal.

4 27. Plaintiffs have demanded that Defendant indemnify and hold Plaintiffs harmless
5 with relation to the Asian Square Action, but Defendants refused and continue to refuse.

6 28. Defendants' refusal to indemnify and hold Plaintiffs harmless have proximately
7 caused injury to Plaintiffs, in an amount to be proven at trial.

8 29. Pursuant to the MSA, Plaintiffs are also entitled to recover their reasonable
9 attorney's fees and costs for prosecuting this action.

10 **THIRD CAUSE OF ACTION**
11 **EQUITABLE INDEMNITY**

12 30. Plaintiffs hereby reallege and incorporate by reference all the previous
13 allegations of the Complaint, as though fully set forth herein.

14 31. Alan Wong and Sylvia Tang entered into an agreement, the MSA, whereby
15 Sylvia Tang received all of Alan Wong's interest in Asian Square, Inc. As part of this
16 equalizing payment between the divorcing couple, Sylvia Tang it was intended that Sylvia Tang
17 also assume all liabilities attendant to Alan Wong's interest in Asian Square, Inc., and also
18 indemnify Alan Wong in the event of any such claim.

19 32. On or about June 14, 2014, Asian Square, Inc. filed a civil action, seeking money
20 from Alan Wong's estate and trust. Judgment issued in favor of Alan Wong's estate and trust
21 on June 28, 2017. Asian Square, Inc. subsequently filed a notice of appeal.

22 33. The Asian Square, Inc. lawsuit against Alan Wong's estate and trust was
23 managed by and through the estate and trusts of Sylvia Tang, including Defendants, who were
24 aware of but failed and refused to honor the indemnity provisions of the MSA with respect to
25 Asian Square, Inc.

26 34. Plaintiffs have incurred substantial attorney's fees and costs in defending the
27 action against Asian Square, Inc., in an amount to be proven at trial.

28 35. By reason of the foregoing, and under equity and good conscience, Plaintiffs are
entitled to complete equitable indemnity against Defendants for any sums for which Plaintiffs

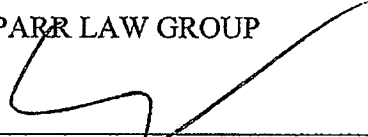
1 have or may be adjudicated liable, plus Plaintiffs' cost of defense, costs of suit, and reasonable
2 fees incurred therefrom.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
5 follows:

- 6 a. For compensatory damages according to proof;
- 7 b. For total and complete indemnity for any judgment rendered against Plaintiffs;
- 8 c. For indemnity of the full amount of the judgment entered in favor of Asian Square, Inc.,
9 if any, on its claim against Alan Wong, or his estate or trust;
- 10 d. For attorney's fees and costs incurred in defending and resolving the underlying lawsuit;
- 11 e. For costs of suit herein incurred;
- 12 f. For reasonable attorneys' fees and costs as allowed by statute and/or contract; and
- 13 g. For such other and further relief as the Court deems just and proper.

14
15 Dated: November 2, 2017

16 PARR LAW GROUP
17 
18 _____
19 ERIC J. SIDEBOTHAM
20 Attorney for Plaintiffs,
21 JAMES WONG AND IRENE WONG,
22 AS PERSONAL REPRESENTATIVES
23 OF THE ESTATE OF ALAN CHUNG
24 CHEUNG WONG; MAGGIE CHAN,
25 MONA WONG, JAMES WONG, AND
26 IRENE WONG AS SUCCESSOR
27 TRUSTEES OF THE ALAN CHUNG
28 CHEUNG WONG REVOCABLE TRUST

PARR LAW GROUP
1625 The Alameda, Suite 900
San Jose, California 95126

EXHIBIT A

MARITAL SETTLEMENT AGREEMENT

This Agreement is made and entered into by Sylvia Tang (referred to as Sylvia) and Alan Wong (referred to as Alan), and is made with reference to the following facts:

- A. The parties were married on December 30, 1999, in the State of California, and still are Husband and Wife. Both parties currently reside in San Mateo County, California, although they have never formally resided together and each has their own residence
- B. There is one minor child of this marriage, namely Andrew Wong, born July 26, 2002, age 6.
- C. Irreconcilable differences have arisen and as a result the parties separated on April 1, 2007.
- D. It is the intention of the parties that this Agreement shall be incorporated into and merged with the Judgment of Dissolution, arising out of the action now on file in the Superior Court of the State of California, in and for the County of San Mateo, Action No. 102412.
- E. The parties enter into this Agreement with the expressed intent of defining their rights and responsibilities as marital partners. To the extent that their rights and responsibilities as defined by this Agreement differ from those to which each would otherwise be entitled under California law, the parties intend that their marital relationship shall be governed by this Agreement.
- F. The parties acknowledge their understanding that they are subject to a "fiduciary duty" as defined by Fam. Code §§721 and 1100, which includes, but is not limited to, the obligation to make full disclosure of all material facts and information regarding the existence, characterization and valuation of all assets in which the community has or may have an interest and debts for which the community is or may be liable, and to provide equal access to all information, records and books pertaining to the character and value of

those assets and debts, on request. The parties further acknowledge that each of them has conscientiously endeavored to fulfill the duties of disclosure imposed on each of them by the above referenced California Family Code sections with respect to this Agreement.

- G. The parties acknowledge and agree that they are aware of the contents of this Agreement and have entered into this Agreement freely and voluntarily, without duress, undue influence, fraud or coercion of any kind.
- H. In consideration of the foregoing and of the respective promises set forth in this Agreement, the parties agree as follows:

1. **PROPERTY STATEMENT AND EQUALIZING PAYMENT**

- 1.1 The parties have completed and exchanged all information as required by Family Code Section 2100 *et seq.*
- 1.2 The parties agree that all of the property as set forth in Exhibit "A" is the sole and separate property of Sylvia in which the community makes no claim of right, title or interest.
- 1.3 The parties agree that all of the property as set forth in Exhibit "B" is the sole and separate property of Alan in which the community makes no claim of right, title or interest.
- 1.4 The parties declare that the assets and obligations listed in Exhibit "C" attached hereto constitute the property of the marriage that shall be divided equally between them under California Family Code Section 2550 *et seq.*
- 1.5 Each debt existing as of the effective date of this Agreement will be the separate debt of the party who incurred it. Each debt incurred on or after the effective date of this Agreement, including credit cards, charge accounts, and other loans or extensions of credit, will be the separate debt of the party who incurred it.

1.6 Each party will be free to manage and control his or her separate property without the other party's consent and without the necessity of the execution of any document by the other party. If it becomes necessary for one party to obtain a quitclaim deed or any other documents from the other in order to manage and control his or her separate property, the other party will sign and deliver the required documents without undue delay. The execution and delivery of such documents will not make the executing party liable for any indebtedness, and the party owning the property will indemnify the other for any liability, attorney fees, and related costs.. If a party fails to execute any document as required by this provision, the Court may appoint the court clerk or his or her authorized designee to execute the document on that party's behalf.

1.7 **EQUALIZING PAYMENT:** Based on the division of assets and debts, the parties agree that Alan shall transfer to Sylvia, as and for an equalizing payment, the following:

- (a) 100% of his 48.5% interest in Asian Square, Inc, a sub-chapter S-corporation, subject to all liabilities attendant thereto, for which Sylvia shall assume sole and separate responsibility and shall indemnify and hold Alan harmless from any liabilities attendant thereto.
- (b) The parties shall cooperate in the execution of any and all documents to transfer this asset from Alan to Sylvia as her sole and separate property;
- (c) The Court shall have reserved jurisdiction over this asset until the transfer has been completed and recorded in the name of Sylvia.

2. **DISCLOSURE**

2.1 If either party has incurred or does incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on

which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party, that warrantor will fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision will not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities, including remedies available for breach of fiduciary duty.

3. SPOUSAL SUPPORT

3.1 Each party waives his/her right to spousal support with the understanding that in so doing, neither can petition the Court for an award nor receive an award of support from the other at any time, now or in the future. Each party warrants that he/she is capable of self-support and not in need of financial assistance of the other. The Court shall have no jurisdiction to enter an order for spousal support from one party to another.

4. PARENTING RIGHTS AND RESPONSIBILITIES

4.1 Sylvia and Alan shall jointly share the parenting rights and responsibilities relating to the minor child Andrew, who primarily resides with Sylvia, and spends time with Alan by agreement of the parties. The parties agree to work out their parenting rights and responsibilities in a cooperative manner and to mediate any differences with regard to parenting time or other issues relating to Andrew.

4.2 Each parent acknowledges the value to Andrew of close and continuing contact with each parent. The parties agree to work out issues of parent access in a manner that will most likely ensure this objective. The parties further agree that Andrew should be allowed to communicate freely with

each parent and with the relatives of each parent by mail and by telephone.

- 4.3 Each parent agrees that neither party shall remove Andrew from the State of California, except for planned vacations, without the written consent of the other party or permission from the Court to do so.
- 4.4 The parties agree to attend at least one mediation session upon the request of either party in order to resolve any issues relating to Andrew which either party feels cannot be worked out between themselves. The parties agree to participate in at least one mediation session prior to the commencement of any legal proceeding which raises a parenting issue.

5. CHILD SUPPORT

The parties agree as follows on support, maintenance, and education of the minor child:

- 5.1 The parties agree that there shall be an obligation for child support from one party to the other, beginning upon execution of this Agreement and continuing on the first day of each month thereafter. This obligation shall be a reflection of the guideline support assumptions and calculations to be determined by DissoMaster calculation.
- 5.2 The obligation to provide child support shall terminate as to any child who attains age nineteen, or has attained age eighteen and is not a full time high school student residing with recipient.
- 5.3 The parties agree to maintain Andrew on the employment-related health insurance policy currently provided by Alan. The parties agree to share equally between themselves any expenses relating to the medical, dental, orthodontic, ophthalmic, psychiatric, psychological and/or any other health-care need of the minor child which are not covered by insurance.

- 5.4 The parties agree that based upon the support agreement set forth herein, for State and Federal income tax purposes, Sylvia shall file as Head of Household and shall claim Andrew as a dependent.
- 5.5 To facilitate and encourage higher education for the child of the parties, Alan will pay for Andrew's college education, including tuition and books and room and board. Such payments will begin with the commencement of the child's enrollment in an accredited college or university and will continue for as long as the child is engaged in the good-faith pursuit of a bachelor's degree and is a full-time student, as defined by the particular institution, for at least 6 months of every 12-month period.

6. **ATTORNEY'S FEES AND COSTS**

- 6.1 If either party fails to perform his or her respective obligations under this Agreement, and the other is thereby required to incur legal fees and accounting fees, or other fees or costs, then either party shall be entitled to apply to any court of competent jurisdiction for recovery of such fees or costs against the other party.
- 6.2 If either party brings an action in court seeking to modify child support, child custody and child visitation or other appropriate action or procedure, then either party shall be entitled to apply to any court of competent jurisdiction for recovery of attorney's fees and/or costs against the other party.

7. **TAX MATTERS**

- 7.1 During the marriage the parties filed separate State and Federal income tax returns.

8. DEBTS

8.1 Each debt existing as of the effective date of this Agreement will be the separate debt of the party who incurred it. Each debt incurred on or after the effective date of this Agreement, including credit cards, charge accounts, and other loans or extensions of credit, will be the separate debt of the party who incurred it.

9. WARRANTIES AND OTHER AGREEMENTS

9.1 Considering the complexity of the marital estate, the parties acknowledge that through inadvertence some property of the marriage may not have been disclosed in this Agreement. If it is discovered later that on the date of this Agreement either party owned property with an aggregate value of more than \$1,000 that is not listed in the exhibit to this Agreement and that the other party had an interest in, the party possessing the property agrees to transfer a one-half interest in that property to the other party, or, at the election of the other party, pay the full market value of the other party's interest in that property as of the date of this Agreement, or the full market value of the other party's interest at the time the interest is discovered.

9.2 Under penalty of perjury, Sylvia and Alan declare that each has disclosed to the other all material facts now known to them relating to the present value and probable future value of separate and community assets and obligations, and future income of the parties, and anticipated business opportunities.

9.3 The parties agree that any after-discovered property that would have been community property or quasi-community property under the applicable law as of the date of this Agreement, shall be divided equally between them, provided, however, that if the same has been willfully

concealed by one of the parties, the concealing party shall pay to the other party a sum equal to the higher of one-half of the value of such property on the date of this Agreement, plus interest at the rate of ten percent (10%) per annum, or one-half of the value of such property on the date of the discovery thereof by the other party, whichever is greater. The court shall have reserved jurisdiction over any liabilities not disclosed from one party to the other or not otherwise disposed of in this Agreement. Nothing in this paragraph is intended to abrogate any rights to which either party may be entitled, as provided by law, at the time of any action enforcing this agreement.

10. ASSUMPTION OF OBLIGATIONS

- 10.1 Each party understands and has been advised that agreements contained herein for one party to assume the obligations of the community for the other party may not be binding on the creditor, and that the creditor may retain rights to seek payment against either party. Additionally, each party has been advised that obligations to third parties and to each other are subject to possible discharge in bankruptcy.
- 10.2 Except as expressly set forth in this Agreement, neither party shall hereafter incur any indebtedness chargeable against the other or his or her estate, or contract any debt or obligations in the name of the other, and each party agrees to indemnify and hold the other harmless from any such indebtedness incurred or created by the indemnifying party.
- 10.3 Each party declares that, except as expressly referred to in this Agreement, he or she has not created any debt or obligation for which the other party may be liable.
- 10.4 The property assigned as a result of this Agreement is assigned subject to all existing encumbrances and liens on it. The assignee agrees to

indemnify and hold the other party free and harmless from any claim or liability that the other party may suffer or may be required to pay because of these encumbrances or liens.

11. WAIVER OF INTEREST IN FUTURE EARNINGS AND ACQUISITIONS

11.1 The parties agree that each shall own and hold the property received by him or her under the terms of this Agreement and all earnings and other property acquired after the date of separation, respectively, as his or her sole and separate property, free from any claim of the other (except as specifically provided for herein) or of any creditor of the other by reason of the community property laws of the State of California, or by reason of any other law or fact.

12. EXECUTION OF OTHER DOCUMENTS

12.1 Each party shall execute promptly all documents and instruments necessary or convenient to vest titles and estates as provided in this Agreement to effectuate its purpose and intent. Notwithstanding the failure or refusal of either party to execute any such instrument, this Agreement shall constitute a complete transfer and conveyance of the properties designated as being transferred, conveyed, or assigned by each party. If the parties fail to execute any documents necessary to effectuate the terms of this Agreement, within thirty (30) days after presentation of the document, on ex parte application to the Superior Court (with 24-hour notice of application to the other party), the Clerk shall be appointed to execute the documents.

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13. APPROVAL OF AGREEMENT

13.1 This Agreement is not in fact, nor is it intended to be, an agreement for legal separation. If either party should secure a decree of legal separation from the other, the parties agree that this Agreement shall be submitted to the Court, and that its provisions shall be incorporated into any judgment of legal separation which may hereafter be granted.

14. DEFAULTS NOT WAIVED

14.1 No waiver of the breach of any of the terms or provisions of this Agreement shall be a waiver of any preceding or succeeding breach of the Agreement or any other provisions of it.

15. EFFECT OF RECONCILIATION ON THIS AGREEMENT

15.1 If the parties reconcile, this Agreement shall continue in full force until modified, altered, or terminated in writing and signed by each party.

16. CAPTIONS

16.1 The captions of various paragraphs in this Agreement are for convenience only and none of them is intended to be any part of the text of this Agreement or intended to be referred to in construing any of the provisions of this Agreement.

17. PARTIES BOUND

17.1 This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, assigns, and legal representatives.

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18. MISCELLANEOUS PROVISIONS

- 18.1 If any portion of this Agreement is held illegal, unenforceable, void, or voidable by any court, each of the remaining terms shall continue in full force as a separate contract.
- 18.2 This Agreement shall be subject to and interpreted under the laws of the State of California.
- 18.3 Each party shall have the right, and the other party shall cooperate by doing all reasonable acts and supplying all appropriate documents, to confirm on a continuing basis, compliance with all provisions under this Agreement. Without limitation, such rights shall include periodic notification by the insurer of the existence and terms of medical insurance and life insurance to the extent such insurance is provided for in this Agreement, the identity of beneficiaries, direct notification from the insurer of any failure to receive premiums, or any other lapse in coverage for any reason.
- 18.4 This instrument may be executed in any number of counterparts, any of which shall be deemed to be an original.
- 18.5 The party receiving specific property under this Agreement shall be entitled to, and the other party shall transfer and assign to him or her, all right, title, and interest in the property, and also shall be entitled to existing insurance on that property and the benefits, if any, of premiums previously paid on that insurance and shall be solely responsible for the payment of all premiums due thereafter under the insurance policy terms if the party decides, in his or her sole discretion, to maintain said policy in force.
- 18.6 In the event that any subsequent issues arise relating to support or modification of support, either party shall have the right to seek, and the

other agrees to deliver, copies and appropriate authorization for subsequent separate income tax returns.

19. **GENERAL RELEASE**

19.1 Except as provided for in this Agreement, each party releases the other from any and all demands, costs, expenses, liabilities, actions, or causes of action of any kind or nature, based on, arising out of or in connection with any matter, fact, or thing occurring or accruing before the date of execution of this Agreement, provided that nothing contained in any paragraph of this Agreement shall relieve or discharge either party from his or her obligations under this Agreement or other instrument or document executed under the provisions of or related to this Agreement.

19.2 This Agreement contains the entire agreement of the parties on these matters, superseding any previous agreement between them.

19.3 Each party acknowledges that the information disclosed regarding the other's financial circumstances is confidential, and neither party will disclose that information to anyone other than his or her counsel in this matter. This provision does not prohibit the submission of this Agreement by either party to a Court of competent jurisdiction for the purpose of enforcement of its terms.

20. **EFFECTIVE DATE**


20.1 The effective date of this Agreement is the date last signed below. Each party declares under penalty of perjury that the foregoing is true and correct.

Dated: 12/15/2011



SYLVIA TANG

Dated: 12-15-2011



ALAN WONG

State of California

County of SANTA CLARA

On 12/15/2011, before me, Jennifer R West, Notary Public
personally appeared Sylvia Tang

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer R West
Signature of Notary Public

(Seal)



State of California

County of SANTA CLARA

On 12/15/2011, before me, Jennifer R West, Notary Public
personally appeared Arlan Wong

who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer R West
Signature of Notary Public

(Seal)



Exhibit "A"

Schedule of Separate Property Assets and Liabilities.

The following are acknowledged to be the separate assets and liabilities of SYLVIA:

<u>ASSET</u>	<u>DATE ACQUIRED</u>	<u>CURRENT VALUE</u>	<u>DEBT OWED</u>
Real Property			
(All properties are held in title of Sylvia Tang, as trustee of Sylvia Tang Trust dated July 31, 2001 and are Sylvia's separate property)			
1077 E. San Fernando San Jose, CA 95116	3/12/92 (100% before marriage)	\$ 732,500	\$ 627,000
971 Calaveras Ridge Milpitas, CA 95035	7/31/95 (33% trust before marriage)	\$1,609,000	616,000
380 N. First Street San Jose, CA 95112	6/16/04 (50% trust using funds from sale of property prior to marriage \$2.2M purchase price)	\$1,800,000	1,325,000
303 Atherton Ave Atherton, CA 94027	12/28/07 \$6M purchase price)	\$4,358,000	3,000,000
	(100% trust)		(WAMU) 3,000,000 (borrowed from Asian Square)

Bank/Retirement Accounts

(All bank accounts are held in title of Sylvia Tang, as trustee of Sylvia Tang Trust dated July 31, 2001)

United Commercial Bank Account No: 08-600-368	\$ 6,667.00
United Commercial Bank Account No: 08-606-668	\$ 67,334.42
East West Bank (opened in February, 2009) Account No. 00-26707737 Money Market Account	\$ 200,000
Wells Fargo Bank (opened December, 2008)	\$ 100,000

United Commercial Bank Account No. 03-368-9688	\$ 2119.25
Greater Bay Bank Account No. 1237497	
Individual Retirement Account	\$ 21,759
Individual Retirement Account (Deceased Mother)	\$ 16,447.82
United Commercial Bank Savings Acct Custodian for Andrew Wong	\$ 38,000
Charles Schwab Account No. 4332-8379	\$ 120,000 (purchased at \$200k 3/08 with SP funds)
New York Life Interest in Deceased Mother's Insurance as Beneficiary	\$ 1,009,000 (Maintained as SP; (\$200K taken out to purchase Schwab stock);
Community Bank Account held jointly Wells Fargo Joint Checking Account	\$27,360 (one-half of the approximately \$54,721 balance)
Stocks/Bonds/Other Holdings	
T & H Properties, Inc.	2,100 shares
Asian Square, Inc.	11% interest
East Gate Properties, LLC	6.1% interest
Dynasty Group, Inc.	40% interest
Dynasty Chinese Seafood Restaurant	50% interest
Century Management Company	50% interest
Miscellaneous household furniture, furnishings, jewelry, automobile and personal property:	
'02 Mercedes CL500	\$20,000
Jewelry	\$30,000

Exhibit "B"

Schedule of Separate Property Assets and Liabilities.

The following are acknowledged to be the separate assets and liabilities of ALAN:

<u>ASSET</u>	<u>DATE ACQUIRED</u>	<u>CURRENT VALUE</u>	<u>DEBT OWED</u>
Real Property			
2760 Churchill Hillsborough, CA 94010 (SP in Alan's name)	1988	\$3,451,000	\$1,949,000 1st \$ 400,000 2nd \$2,200,000 3rd
Bank/Retirement Accounts			
China Trust Checking		\$61,068.69	
Bank of the West Checking		\$ 2,109.33	
Community Bank Account held jointly Wells Fargo Joint Checking Account		\$27,360 (one-half of the approximately \$54,721 balance)	
Stocks/Bonds/Other Holdings			
Dynasty Group, Inc.		40 %	
Dynasty Chinese Seafood Restaurant		50%	
Jade Galore Jewelry Co., Inc.		100%	
Jade Galore Watch Company, Inc.		60%	
Jade Galore Jewelry & Watch Co., Inc.		80%	
Orbit Properties, LLC		22.222% member	

Vallco International Shopping Center, LLC	30%	
Cupertino Square, LLC	Indirect interest --Vallco owns 100% of Cupertino Square	
East Gate Properties, LLC	87.85%	
Lake Havasu Enterprises	40%	
T & H Properties, Inc.	company formed but never used	
TWN, LLC	20%	
Miscellaneous household furniture, furnishings, jewelry, automobiles and personal property		
2001 Mercedes S430	\$10,000	
2006 Mercedes SL500	\$40,000	\$30,000
2007 Mercedes S550	\$50,000	\$50,000

Exhibit "C"

Schedule of Community Assets and Liabilities.

<u>ASSET</u>	<u>DATE ACQUIRED</u>	<u>CURRENT VALUE</u>	<u>DEBT OWED</u>
Bank/Retirement Accounts			
Wells Fargo Joint Checking Account		\$54,721	