



No. VLC-S-222403
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CRYSTAL CURRENCY EXCHANGE INC.

PLAINTIFF

AND:

DAN QING WANG (also known as LISA WANG)

PU WANG

DEFENDANTS

RESPONSE TO AMENDED NOTICE OF CIVIL CLAIM

Filed by: DAN QING WANG (the “defendant”)

Part 1: RESPONSE TO AMENDED NOTICE OF CIVIL CLAIM FACTS

Division 1 – Defendant’s(s’) Response to Facts

1. The facts alleged in paragraphs 1, 2, and 5 of Part 1 of the notice of civil claim are admitted.
2. The facts alleged in paragraphs 3-4, 6-16, 20-31 of Part 1 of the notice of civil claim are denied.
3. The facts alleged in paragraphs 17-19 of Part 1 of the notice of civil claim are outside the knowledge of the defendant(s).

Division 2 – Defendant’s(s’) Version of Facts

1. The Defendant, Dan Qing Wang (“DW”) is a Chinese citizen born in China and currently residing in China.
2. The Defendant, Pu Wang (“PW”), is DW’s mother.
3. DW worked for the Plaintiff from about 2014 to about March 2022.
4. From about 2009 to about 2012, DW worked for a company called Canada Moneytt Ltd. (“CM”), doing business as Crystal Currency Exchange at the time.

5. Baelean Shi (“Mr. Shi”) and Angelyna Shi, also known as Liyun Shi (“Ms. Shi”), are the controlling persons of the Plaintiff.
6. CM was also a company owned or controlled by Ms. Shi and/or Ms. Shi’s family.
7. During DW’s employment with the Plaintiff, DW mostly worked part-time.
8. While working for the Plaintiff, DW’s job title was customer service representative, and her job duties include, among other duties, the following duties:
 - a. Duties related to front desk and reception;
 - b. Take instructions from Mr. Shi and Ms. Shi and prepare and submit suspicious transactions reports to Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”); and
 - c. Take instructions from Mr. Shi and Ms. Shi and process foreign exchange orders.
9. It is an express or implied term of the employment agreement between the Plaintiff and DW that the Plaintiff shall not request or make DW to do anything illegal.
10. During the course of DW’s employment, the Plaintiff:
 - a. Instructed and compelled DW to sign on the remit form as the staff handling the order when the actual order was processed by Ms. Shi;
 - b. Instructed and compelled DW to sign on the remit form as the staff handling the order when Ms. Shi forged the client’s signature on the remit form and when the client was not present with Ms. Shi and DW; and
 - c. Instructed and compelled DW to not report certain clients and their transactions to FINTRAC when these transactions ought to have been reported to FINTRAC;
11. In addition to the above, Ms. Shi instructed and compelled DW to impersonate Ms. Shi and made phone calls to banks such as RBC and VanCity regarding Ms. Shi’s personal bank accounts because Ms. Shi did not speak fluent English. DW protested to Ms. Shi and disagreed, but ultimately followed Ms. Shi’s instructions in order to keep DW’s job with the Plaintiff.
12. On December 28, 2021, DW was diagnosed with COVID positive. DW experienced severe symptoms and requested to take a leave from her work.
13. However, the Plaintiff repeatedly pressured DW to return back to work. DW was compelled to return back to work on January 18, 2022.
14. On January 18, 2022, DW made a mistake in processing a transaction. As a result of the mistake, 42000 RMB was transferred to an individual in China named “Shuang Zhou”.
15. DW believes that Shuang Zhou was the recipient of a foreign exchange transaction of the Plaintiff in the past. However, DW is not sure whether Shuang Zhou was the Plaintiff’s

past client because the Plaintiff's clients often instruct the Plaintiff to transfer funds to accounts not under the client's name in China in foreign exchange transactions.

16. After discovering the mistake, DW agreed with the Plaintiff to make arrangements to make up the shortfall first and then recover the money from Shuang Zhou.
17. However, the Plaintiff did not permit DW access to the Plaintiff's previous client information and transaction records after receiving the 42,000 RMB.
18. Moreover, DW found on the internet that a civil judgment in China was made against Liyun Shi, Yunlong Chen, and Jiakai He for their illegal foreign exchange business. The judgment cited the Plaintiff's business name and the Plaintiff's current business address 1231-4500 Kingsway, Burnaby.
19. After contracted COVID, DW planned to return back to China for some time to do a comprehensive health examination at a local hospital and receive treatment for the sequelae after COVID.
20. Due to the factors in paragraphs 10 to 18, DW ceased working for the Plaintiff effective January 19, 2022.
21. The Plaintiff fundamentally breached express and/or implied terms of the employment agreement with DW, and DW accepted the Plaintiff's repudiation of the agreement and ceased working for the Plaintiff.
22. DW denies any allegations of misappropriation of funds and says that the employees who were responsible for out-bound exchange transactions at various times include DW, Ms. Shi, Amy Chen, Lily Wang, Amy Sun, Jennifer Wu (passed away in 2019).
23. Also, when DW worked for the Plaintiff, Ms. Shi deleted some foreign currency exchange transactions from the Plaintiff's computer system right after these transactions were completed.
24. DW has no knowledge about the alleged investigation and the alleged unauthorized transactions.
25. Regarding the property located at 5755 Burns Place, Burnaby ("5755"), DW says that:
 - a. DW held the legal title of 5755 for a period of time but PW retained 100% of the beneficial interest in 5755 at all material times;
 - b. PW never intended to gift 5755 to DW at all material times; and
 - c. DW transferred her legal title in 5755 to PW on about January 25, 2022 (the "Transfer") because PW requested DW to do so.

Division 3 – Additional Facts

1. DW reserves the right to add additional facts when they become known.

Part 2:RESPONSE TO RELIEF SOUGHT

1. The defendant(s) consent(s) to the granting of the relief sought in paragraphs NIL of Part 2 of the notice of civil claim.
2. The defendant(s) oppose(s) the granting of the relief sought in ALL paragraphs of Part 2 of the notice of civil claim.
3. The defendant(s) take(s) no position on the granting of the relief sought in paragraphs NIL of Part 2 of the notice of civil claim.

Part 3:LEGAL BASIS

1. With respect to the Plaintiff's claim for breach of the employment contract, DW denies the alleged breach and says it was the Plaintiff who fundamentally breached the terms of the employment contract first.
2. With respect to the Plaintiff's claim for fraud and deceit, DW denies these allegations and puts the Plaintiff to strict proof thereof.
3. With respect to the Plaintiff's claim for conversion, DW denies these allegations and puts the Plaintiff to strict proof thereof.
4. With respect to the Plaintiff's claim for unjust enrichment:
 - a. DW denies that she was enriched;
 - b. DW denies that the Plaintiff suffered a corresponding loss;
 - c. If it is found that there was an enrichment and a corresponding deprivation, they occurred with juristic reason.
5. With respect to the Plaintiff's claim for fraudulent conveyance and fraudulent preference, DW denies these allegations and says that the Transfer was not made to delay, hinder or defraud creditors and others of their just and lawful remedies and not made to prefer one creditor over another. The Transfer was not a fraudulent conveyance and not a fraudulent preference.
6. With respect to the Plaintiff's claim for punitive damages, DW denies the allegation that her actions have been high-handed, harsh, reprehensible and/or malicious and deserving rebuke.


Defendant's address for service:

Attention.: Jerry Liu
Foundation Law Corporation
830 - 8477 Bridgeport Road
Richmond, BC, V6X 0S8

Fax number address for service (if any): 604-235-4105

E-mail address for service (if any): jliu@foundationlawyers.com

Date: July 18, 2022



Signature of
 defendant lawyer for defendant(s)

JERRY LIU

Rule 7-1(1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.