



**Amended pursuant to the Order Made at Trial Management Conference
on October 7, 2024**

Previously amended by consent pursuant to Supreme Court Civil Rule 6-1(1)(b)(ii)
Previously amended pursuant to Supreme Court Civil Rule 6-1(1)(a) on April 1, 2022
Original Notice of Civil Claim filed March 16, 2022

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) and PU WANG

DEFENDANTS

SECOND~~THIRD~~ AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

Part 1: STATEMENT OF FACTS

1. The plaintiff, Crystal Currency Exchange Inc., is a company incorporated under the laws of the Province of British Columbia with a registered and records office located at 1231-4500 Kingsway, Burnaby, BC, V5H 2A9, Canada ("**Crystal Currency**").
2. Crystal Currency operates from two offices, in Burnaby and Richmond. Crystal Currency provides two foreign currency services: foreign currency exchange services and the provision of funds in China for its Canadian customers.
3. The defendant, Dan Qing Wang (also known as Lisa Wang) ("**Ms. Wang**"), is an individual who lived at 5755 Burns Place, Burnaby, BC, V5H 1W8 ("**5755 Burns Place**").
4. 5755 Burns Place has the following parcel identifier and legal description:

PID: 026-249-031

Legal Description:

STRATA LOT 2 DISTRICT LOT 93 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN BCS1239 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V
5. The defendant, Pu Wang, is an individual who lives at 5755 Burns Place. Pu Wang is the mother of Ms. Wang.
6. Ms. Wang is a former employee of Crystal Currency. Ms. Wang commenced her employment with Crystal Currency in or about May 2009, in the role of "Customer Service Representative", pursuant to a contract of employment (the "**Employment Contract**"). The term of the Employment Contract ended in May 2012 and thereafter Crystal Currency

and Ms. Wang operated under the same provisions, except that Ms. Wang's hourly rate was increased to \$20 per hour.

7. Since at least 2014, Ms. Wang's duties included:
 - (a) initiating and completing the release of funds in China for customers in Canada; and
 - (b) checking the daily ledger of transactions to ensure it matches the outbound transactions recorded in a so-called "Remitt Form" produced by Crystal Currency's computer software called "Remitt Manager" (the "**Reconciliation Process**").
8. It is an express and/or implied term of the Employment Contract that Ms. Wang will act in the best interests of Crystal Currency at all times and perform her duties and responsibilities in good faith and to the best of her ability.
9. Ms. Wang owed Crystal Currency common law duties, or in the alternative, implied contractual duties, to:
 - (a) act with integrity, fidelity, and good faith, and not act to damage or destroy Crystal Currency's business or relationships with its customers or employees;
 - (b) not act fraudulently or misrepresent the financial affairs of Crystal Currency;
 - (c) not unlawfully convert or transfer the funds of Crystal Currency;
 - (d) not act to the detriment of Crystal Currency's interests;
 - (e) act with all due skill, care and competence, and not neglect her duties, including not engaging in conduct that would or could raise the risk of harm to Crystal Currency's business;
 - (f) use Crystal Currency's equipment only for proper business purposes; and
 - (g) not act in any manner that would constitute fraud, theft, or conversion.

Fiduciary Duty

10. Ms. Wang owed a fiduciary duty to Crystal Currency because:
 - (a) it was an express and/or implied term of the Employment Contract that Ms. Wang act in the best interests of Crystal Currency at all times and perform her duties and responsibilities in good faith and with due diligence;
 - (b) Ms. Wang had significant power and discretion in her role in (i) performing transactions from Crystal Currency accounts, and (ii) as the sole person per shift responsible for reconciling daily transactions involving certain Crystal Currency bank accounts;

- (c) Ms. Wang could exercise that power and discretion unilaterally and was trusted to do so in those dual roles; and,
- (d) Crystal Currency was peculiarly vulnerable to Ms. Wang's control and exercise of power because of her dual role, and she used that control to unilaterally affect Crystal Currency's business.

Ms. Wang's unauthorized transaction in January 2022

- 11. ~~10.~~ On 18 January 2022, Crystal Currency reviewed the ledger of transactions from that day and identified two transactions for the provision of funds in China. Both of the transactions had been initiated and completed by Ms. Wang. One transaction was a legitimate transaction that Ms. Wang was instructed to complete. The second transaction, for 42,000 RMB, had not been authorized by Crystal Currency and did not match any known customers of Crystal Currency (the "**Unauthorized Transaction**").
- 12. ~~11.~~ On or about 19 January 2022, Angelyna Shi, on behalf of Crystal Currency, spoke with Ms. Wang to request an explanation for the Unauthorized Transaction. Ms. Wang stated that the Unauthorized Transaction had been a "mistake" and that she had also accidentally deleted the relevant records and emails.
- 13. ~~12.~~ Subsequently, Ms. Wang returned the 42,000 RMB to Crystal Currency (the "**Payment**"). She returned 22,000 RMB to the Crystal Currency-affiliated bank account in China, and she transferred 20,000 RMB from her Ali Pay account to Angelyna Shi's Ali Pay account.
- 14. ~~13.~~ The Payment is the property of Crystal Currency. Crystal Currency has not loaned or advanced any monies to Ms. Wang. Ms. Wang had no right, ownership or entitlement to the Payment.

Crystal Currency discovers numerous other unauthorized transactions conducted by Ms. Wang

- 15. ~~14.~~ Following the discovery of the Unauthorized Transaction, Crystal Currency conducted an internal investigation of its historical transactions, specifically by analyzing the paper copies it kept of every transaction and the daily ledger of transactions (the "**Investigation**").
- 16. ~~15.~~ The Investigation uncovered hundreds of transactions dating back many years, none of which had been authorized by Crystal Currency (the "**Unauthorized Transactions**"). All of these ~~transactions~~ Unauthorized Transactions were completed by Ms. Wang, and subsequently approved by Ms. Wang when she completed the Reconciliation Process.

Misappropriation Scheme

- 17. ~~16.~~ As a result of the Investigation, Crystal Currency has identified what it believes is the process followed by Ms. Wang (set out below) to fraudulently divert funds from Crystal

Currency. However, full particulars of the process are known only to Ms. Wang and not to Crystal Currency. The process is as follows:

- (a) On the days when Ms. Wang works for Crystal Currency, she is responsible for transacting the release of funds in China by completing the Remitt Form in the Remitt Manager software program;
- (b) Ms. Wang is also responsible for conducting the Reconciliation Process on the days that she works, whereby she manually checks each entry in the daily ledger of transactions against a corresponding paper copy of the Remitt Form, to ensure that they match and tally-up;
- (c) Ms. Wang arranged for bank accounts to be set up in China and initiated unauthorized transactions to those accounts;
- (d) When Ms. Wang completed the Reconciliation Process for her unauthorized transaction, she could not match an unauthorized transaction appearing on the ledger with a Remitt Form for that transaction (as would normally occur for authorized transactions during the Reconciliation Process) because she had deleted the Remitt Form for the unauthorized transaction or never completed a Remitt Form as would be required for a remittance;
- (e) Therefore, Ms. Wang would "match" the unauthorized transaction on the ledger with an unrelated document in order to ostensibly complete the Reconciliation Process; and
- (f) Ms. Wang would "sign off" indicating that the unrelated document tallied with the unauthorized transaction on the ledger, by giving them both the same transaction number and noting on the ledger that they matched, to falsely indicate that the unauthorized transaction had been reconciled.

Total misappropriated funds

18. ~~17.~~ Ms. Wang completed at least 457 ~~un~~Unauthorized ~~€~~Transactions totaling at least ¥23,905,359.20 RMB of which at least ¥23,863,359.20 RMB has not been repaid to Crystal Currency (the "**Misappropriated Funds**"). Only Ms. Wang knows the full extent of her actions. Particulars of the Misappropriated Funds will be provided prior to trial.
19. ~~18.~~ Each of the 457 or more ~~un~~Unauthorized ~~€~~Transactions uncovered to date was completed on a day when Ms. Wang was working for Crystal Currency.
20. ~~19.~~ Each of the 457 or more unauthorized transactions uncovered to date has been "signed off" on the ledger by Ms. Wang, in Ms. Wang's handwriting.

Purchase of 6376 Burns Street

21. ~~20.~~ On or around June 17, 2020, Pu Wang purchased residential property located at 6376 Burns Street, Burnaby, BC V5E 1T2 ("**6376 Burns Street**"). 6376 Burns Street has the following parcel identifier and legal description:

PID: 009-872-051

Legal description:

LOT 8 BLOCK 2 DISTRICT LOT 92 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 13792

22. ~~21.~~ The Misappropriated Funds were used by Ms. Wang and/or Pu Wang to acquire, preserve, maintain, redeem equity in or improve 6376 Burns Street.

Transfer of title on 5755 Burns Place

23. ~~22.~~ Ms. Wang resided at 5755 Burns Place with her mother, Pu Wang, a retiree. Prior to May 2016, Ms. Wang and Pu Wang jointly owned 5755 Burns Place. On May 20, 2016, Ms. Wang and Pu Wang transferred 5755 Burns Place solely into the name of Ms. Wang.

24. ~~23.~~ On January 25, 2022, Ms. Wang transferred ownership of 5755 Burns Place into the name of her mother for "\$1.00 and natural love and affection". This transfer occurred one week after Angelyna Shi had asked Ms. Wang to explain the Unauthorized Transaction (the "**Transfer**").

25. ~~24.~~ No consideration was advanced by Pu Wang to Ms. Wang for the Transfer, or, in the alternative, the consideration was inadequate in relation to the value of 5755 Burns Place. The Transfer was a disposition of property made voluntarily and with the intent to defeat, delay, hinder, prejudice, or defraud the creditors of Ms. Wang, including Crystal Currency, of their just and lawful remedies against Ms. Wang and her property. As such, it was a fraudulent conveyance.

Consequences of Ms. Wang's unlawful actions

26. ~~25.~~ In this action Crystal Currency claims for all such funds or assets. Crystal Currency has suffered damages as a result of Ms. Wang's actions.

27. ~~26.~~ Ms. Wang's actions to unlawfully transfer, convert, or otherwise remove funds or assets from Crystal Currency breached an express or implied term of her Employment Contract, and breached her common law duties as an employee to her employer.

Unjust Enrichment

28. ~~27.~~ By reason of their conduct, Ms. Wang and Pu Wang have been unjustly enriched as a result of the conversion or transfer of funds or assets belonging to Crystal Currency, including the Misappropriated Funds, any investment of such funds or assets, and any purchase of property from such funds or assets.

29. ~~28.~~ Crystal Currency has suffered a corresponding deprivation of the funds and assets attributable to such conduct, including the Misappropriated Funds, and the loss of control over such funds and assets.

Constructive Trust

30. ~~29.~~ Ms. Wang and/or Pu Wang are constructive trustees in favour of Crystal Currency for the Misappropriated Funds, because:

- (a) Ms. Wang and Pu Wang were unjustly enriched by the Misappropriated Funds and the use of the Misappropriated Funds;
- (b) Crystal Currency suffered a corresponding deprivation;
- (c) Ms. Wang and Pu Wang engaged in the unlawful conduct as set out above;
- (d) such Misappropriated Funds were acquired in such circumstances that Ms. Wang and Pu Wang may not in good conscience retain them;
- (e) justice and good conscience require the imposition of a constructive trust; and
- (f) there are no factors that would, in respect of such Misappropriated Funds, render the imposition of a constructive trust unjust.

31. ~~30.~~ Equity and good conscience require Ms. Wang and Pu Wang to hold in trust for Crystal Currency all such Misappropriated Funds, and to disgorge or otherwise deliver up to Crystal Currency such Misappropriated Funds.

32. ~~31.~~ Ms. Wang deceived Crystal Currency as to the veracity of multiple transactions completed by Crystal Currency, and as to the accuracy and honesty of the Reconciliation Process when conducted by Ms. Wang. The Reconciliation Process conducted by Ms. Wang contained false representations that:

- (a) Ms. Wang knew or ought to have known were false;
- (b) Ms. Wang disclosed to Crystal Currency, or alternatively stood by knowing that the information would be disclosed to Crystal Currency, with the intention of deceiving Crystal Currency; and
- (c) Crystal Currency suffered damages as a result of reliance upon the false representations made by Ms. Wang.

33. ~~32.~~ By reason of Ms. Wang's conduct set out above, Crystal Currency has suffered loss and damages. Crystal Currency has lost the benefit of the funds and assets taken by Ms. Wang and Pu Wang, including the Misappropriated Funds. Ms. Wang's conduct has injured Crystal Currency's businesses and has put Crystal Currency to considerable trouble, inconvenience, and expense.

Part 2: RELIEF SOUGHT

34. ~~33.~~ Crystal Currency seeks the following relief:

- (a) Damages for breach of contract against Ms. Wang;
- (b) Damages for fraud and fraudulent conveyance;
- (c) Damages for conversion against Ms. Wang;
- (d) Special damages;
- (e) A declaration that the Misappropriated Funds are held on constructive trust for Crystal Currency;
- (f) A declaration that Ms. Wang breached her fiduciary duty to the plaintiff, and damages for losses incurred;
- (g) ~~(f)~~ Punitive damages;
- (h) ~~(g)~~ An accounting;
- (i) ~~(h)~~ A declaration that the Transfer between the defendants, Ms. Wang and Pu Wang, with respect to 5755 Burns Place is null and void under the provisions of the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163 or, in the alternative, under the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164;
- (j) ~~(i)~~ A declaration that the consideration paid by Pu Wang to Ms. Wang with respect to the Transfer was at undervalue;
- (k) ~~(j)~~ A declaration that the Transfer was between parties not dealing at arm's length with one another;
- (l) ~~(k)~~ A declaration that the Transfer was made by the defendants with the intent to delay, hinder or defraud Ms. Wang's creditors, including the plaintiff, or their just and lawful remedies as against Ms. Wang;
- (m) ~~(l)~~ A declaration that the plaintiff is entitled to pursue its just and lawful remedies as a judgment creditor against Ms. Wang as if she were still the legal and beneficial owner of 5755 Burns Place to the same extent as before the Transfer;
- (n) ~~(m)~~ In the alternative, an order pursuant to s. 9 of the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164 that the plaintiff is entitled to register its judgment against the 5755 Burns Place;
- (o) ~~(n)~~ Judgment against the defendants for damages arising from the fraudulent conveyance and/or preference, for the value of the 5755 Burns Place transferred, up to the value of the debt owed to the plaintiff;
- (p) ~~(o)~~ A certificate of pending litigation against 5755 Burns Place;

- (q) A declaration that the defendants hold the Misappropriated Funds and any real or personal property or any other assets purchased in whole or in part with the Misappropriated Funds from the fraud perpetrated on Crystal Currency as constructive trustees for the benefit of Crystal Currency, including 6376 Burns Street or 5755 Burns Place;
- (r) A disgorgement of the profits obtained through use of the Misappropriated Funds;
- (s) ~~(p)~~ A certificate of pending litigation against 6376 Burns Street;
- (t) ~~(q)~~ An accounting of all monies Ms. Wang contributed to 6376 Burns Street, and corresponding tracing remedies and/or a declaration that Crystal Currency is a judgment creditor in that amount as against 6376 Burns Street;
- (u) ~~(r)~~ Tracing remedies, including but not limited to an order in restitution, or alternatively rescission, to Crystal Currency of any profits arising from the breaches claimed by Crystal Currency;
- (v) ~~(s)~~ An Order for the preservation and listing of assets in an affidavit, commonly referred to as a Mareva Injunction;
- (w) ~~(t)~~ An Order for seizure and safekeeping of evidence, commonly referred to as an Anton Piller Order;
- (x) ~~(u)~~ An order that Ms. Wang pay in an amount of Canadian currency necessary to purchase ¥23,863,359.20 RMB at a chartered bank in British Columbia at the close of business, on the last day before the day on which payment is made, that the bank quotes a Canadian dollar equivalent to the RMB, pursuant to the *Foreign Money Claims Act*, RSBC 1996, c 155, into court pending the disposition of this action or further order of the Court;
- (y) ~~(v)~~ Interest pursuant to the provisions of the *Court Order Interest Act*, R.S.B.C. 1996, C. 79;
- (z) ~~(w)~~ Costs, including special costs; and
- (aa) ~~(x)~~ Such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

Breach of the Employment Contract

35. 34.—The Employment Contract is valid and enforceable. By committing the fraudulent diversion of funds, Ms. Wang has breached the following express terms of the Employment Contract:

Clause 2.4:

The Employee shall use his/her best endeavor to promote and protect the interests of the Employer.

Clause 2.5:

The Employee shall not, during the term of his employment and service, engage in any work, business or activity, which, in the opinion of the Employer, is in conflict with or is not in the best interests of the Employer.

36. ~~35.~~ In addition, by fraudulently diverting the funds, Ms. Wang has breached implied terms of the Employment Contract, including Ms. Wang's implied duty of good faith to Crystal Currency, and Ms. Wang's common law duty of honest performance of the Employment Contract.
37. ~~36.~~ Crystal Currency suffered and continues to suffer loss, damage, and expense as a result of Ms. Wang's breaches.
38. ~~37.~~ Crystal Currency relies upon the *Foreign Money Claims Act*, RSBC 1996, c.155.

Fraud/ Deceit

39. ~~38.~~ By fraudulently diverting funds, Ms. Wang has committed the tort of civil fraud on Crystal Currency. Ms. Wang's statements to Crystal Currency regarding the veracity of the transfer of the Misappropriated Funds, through the Reconciliation Process or otherwise, constitute false representations to Crystal Currency, which Ms. Wang knew or ought to have known were false.

Conversion

40. ~~39.~~ By fraudulently diverting funds, Ms. Wang has committed the tort of conversion, by wrongfully interfering with goods of Crystal Currency in a manner inconsistent with Crystal Currency's right of possession.
41. ~~40.~~ Additionally, based on the particulars set out above, Crystal Currency pleads that Ms. Wang and Pu Wang, used the Misappropriated Funds for the purposes of acquiring, preserving, maintaining, redeeming equity in and/or improving 6376 Burns Street.

Unjust Enrichment

42. ~~41.~~ Ms. Wang has been unjustly enriched by the fraudulent diversion of funds. There has been a corresponding deprivation on the part of Crystal Currency and there is no juristic reason for the enrichment.

43. ~~42.~~ Additionally, Ms. Wang and Pu Wang have been unjustly enriched by the Misappropriated Funds, including but not limited to, by acquiring, preserving, maintaining, redeeming equity in and/or improving 5755 Burns Place and 6376 Burns Street when Ms. Wang and Pu Wang used the Misappropriated Funds to acquire, preserve, maintain, redeem equity in, and/or improve 5755 Burns Place, and 6376 Burns Street. The appropriate remedy is a remedial constructive trust. As a result:
- (a) Pu Wang holds 6376 Burns Street and 5755 Burns Place as constructive trustee for Crystal Currency;
 - (b) Crystal Currency has a proprietary interest in 5755 Burns Place and 6376 Burns Street; and,
 - (c) Crystal Currency is entitled to register a certificate of pending litigation over 5755 Burns Place and 6376 Burns Street pursuant to section 215 of the *Land Title Act*, RSBC 1996, c 250.

Breach of the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163 and the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164

44. ~~43.~~ Ms. Wang made the Transfer to her mother, Pu Wang, for no consideration, with the intent to delay, hinder, or defraud Crystal Currency of its just and lawful remedies.
45. ~~44.~~ Further, or in the alternative, Ms. Wang gave preference to Pu Wang over other creditors, including the plaintiff, voluntarily or by collusion with Pu Wang.
46. ~~45.~~ In the alternative, the consideration provided by Pu Wang with respect to the Transfer was at undervalue or was less than fair market value of Ms. Wang's interest in 5755 Burns Place.
47. ~~46.~~ Pursuant to the *Fraudulent Conveyance Act*, and the *Fraudulent Preference Act*, the Transfer is void and of no effect against Crystal Currency.
48. ~~47.~~ Crystal Currency expressly pleads the provisions of the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163, and amendments thereto and the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164, and amendments thereto and states that on the provisions thereof, and the facts set out herein, Crystal Currency is entitled to the relief sought as against 5755 Burns Place and/or Ms. Wang.

Breach of Fiduciary Duty

49. Ms. Wang owed a fiduciary duty to Crystal Currency, as aforesaid, and breached that duty by performing unauthorized transactions and falsely reconciling those transactions, specifically to unlawfully obtain the Misappropriated Funds. Ms. Wang unlawfully obtained the Misappropriated Funds to the detriment of Crystal Currency and Crystal Currency suffered loss and damages as a result.

Punitive Damages

50. ~~48.~~ Where a party's actions have been high-handed, harsh, reprehensible and/or malicious and they are deserving of rebuke, that party will be liable for punitive damages. Ms. Wang's and Pu Wang's actions were high-handed, harsh, reprehensible and/or malicious and are deserving of rebuke. Ms. Wang is therefore liable for punitive damages.

Plaintiff's address for service:

Bennett Jones LLP
Barristers and Solicitors
2500-666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Mia Laity & Edward Hulshof

Fax number address for service (if any):

N/A

E-mail address for service (if any):

laitym@bennettjones.com
hulshofe@bennettjones.com


Place of trial:

Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1

Date: October 8, 2024



Signature of lawyer for the Plaintiff
Mia Laity

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.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

In the course of her employment, the Defendant Dan Qing Wang (also known as Lisa Wang) unlawfully transferred, converted or otherwise removed funds or assets from the Plaintiff, which resulted in damages to the Plaintiff.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- a medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts laws
- none of the above
- do not know

Part 4:

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Law and Equity Act*, R.S.B.C. 1996. c. 253
3. *Foreign Money Claims Act*, RSBC 1996, c.155
4. *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163
5. *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164

No.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) and PU WANG

Defendants

NOTICE OF CIVIL CLAIM

Bennett Jones LLP
Barristers and Solicitors
2500-666 Burrard Street,
Vancouver, BC V6C 2X8

Attention: Mia Laity
Telephone: (604) 891-5100
Email: laitym@bennettjones.com

Matter: 94752-00001