

COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT  
DEPARTMENT OF THE TRIAL COURT

SUFFOLK, ss

SUFFOLK DIVISION – CIVIL  
CIVIL ACTION NO.: 2184CV01473

HUI LIN, and	)
BUBOR CHA-CHA RESTAURANT, LLC, and	)
	)
Plaintiffs,	)
v.	)
	)
ZHICHAO CHANG, LI WANG, and	)
QINGWEN TAN,	)
Defendants.	)
	)

filed 8/30/2021 hd

**DEFENDANT ZHICHAO CHANG’S OPPOSITION TO PLAINTIFF’S MOTION FOR  
INJUNCTIVE RELIEF**

Now comes Defendant Zhichao Chang (“Defendant Chang”) and respectfully moves this Honorable Court deny Plaintiff Lin’s motion for injunctive relief. Plaintiff Lin was terminated after her refusal to declare dividends, and her refusal to incorporate with and share information with other shareholders of Bubor Cha-Cha Restaurant, LLC (“the LLC”). Plaintiff Lin made significant withdrawals from the LLC’s bank account after she learned of her termination and still retains a significant amount of LLC assets she has yet to return to the LLC. Defendant Chang further sets forth his argument below.

**FACTUAL BACKGROUND**

Plaintiff Lin was appointed as manager of the LLC. The agreement between Plaintiff Lin and Defendants for Plaintiff Lin’s salary was \$150.00 a day after tax, not \$60,000.00 a year as referenced in Plaintiff Lin’s pleadings. Before investing in the LLC, Plaintiff was made aware of

Defendants other interests in food service entities. Since her appointment as manager, Plaintiff Lin refused declare dividends, failed and/or refused to communicate with the other shareholders regarding the LLC, and refused to provide any financial or legal documents to the shareholders. Plaintiff failed to provide necessary personal and financial documents to the business for filing taxes and applying for benefits. Plaintiff Lin failed to provide quarterly updates regarding profit and loss. Plaintiff Lin failed to provide information related to wages. The shareholders learned that the LLC obtained a PPP loan, but only after Plaintiff Lin applied and received the loan without informing Defendants beforehand. Plaintiff Lin is the only shareholder that has access to the LLC's original bank account.

Plaintiff Lin learned of her termination on May 3, 2021. Plaintiff Lin only shared the LLC documents after her termination. On May 3, 2021, Plaintiff Lin withdrew \$12,023.00 from the LLC's bank account. See Exhibit 1. On May 7, 2021, Plaintiff withdrew an additional \$800.00 from the LLC's bank account. See id. Plaintiff Lin needed to provide the receipts to the LLC's account to prove these are for necessary and ordinary business expenses. To date, Plaintiff Lin has not justified these withdrawals. Before Plaintiff Lin's termination, her position was that the LLC was not making a profit, and no dividend could be declared. After her termination, on May 7, 2021, Plaintiff Lin tried to declare a dividend in the amount of \$170,000.00. See Exhibit 3. To date, Plaintiff Lin has not completed the process to complete the PPP loan forgiveness, and a failure to do so will require the LLC to repay the \$130,004 PPP loan in full.

The LLC's original bank account had a balance of \$296,960.36 for the end of April 2021. See Exhibit 2. Plaintiff Lin is currently the only shareholder that has access to these LLC assets. Plaintiff Lin used the LLC's original bank account to purchase items from Ikea, Target, Hei La Moon, Walmart, Target, Amazon, Home Depot, H-Mart, Yami Buy, Froggy's, Aliexpress,

Taobao, Instacart, Indiegogo, Wayfair, Katom Resta, Geico, Hot Pot Buffet, Comcast, Charleys Steak, Ebay, Tiger Sugar, and Lowe's totaling over \$12,000.00. Defendant Chang is still going through financial records to determine how much money Plaintiff Lin used for personal use.

The original bank account had a balance of almost \$297,000.00 at the end of April 2021, and yet Plaintiff Lin left debts of the LLC unpaid, totaling over \$45,000.00 (to Huali Seafood, Weifend, Fu He T, J&W Construction, and various utilities). Defendants also needed to create a new bank account for the LLC as Plaintiff Lin did not authorize Defendants' access to the original bank account. Defendant Chang did not endorse, nor instruct anyone to endorse the May 17, 2021, checks referred to by Plaintiff Lin. Upon information and belief, the LLC's accountant, who was hired by Plaintiff Lin, endorsed Plaintiff Lin's names to those checks. Further, the employees that were terminated were not authorized to work in the United States.

Lastly, Plaintiff Lin claimed she had an annual salary of \$60,000.00 from the LLC. However, the payroll records indicate Plaintiff Lin had gross earnings of \$142,680.12 for 2020, and \$45,451.15 for 2021. See Exhibit 4. Additionally, it should be mentioned that Plaintiff Lin, tried to pay herself \$1,154.00 for the first two weeks of May 2021, after she was terminated. See Exhibit 5.

### **LEGAL STANDARD**

In determining whether to issue preliminary injunctive relief, courts evaluate: 1) the plaintiff's reasonable likelihood of success on the merits; 2) the potential for irreparable harm to the plaintiff if the injunction is denied; 3) the balance of the relevant harms, i.e., the hardship to the defendants if enjoined as contrasted with the hardship to the plaintiff if no injunction issue; and 4) the public interest. See Siemens Bldg. Techs., Inc. v. Div. of Capital Asset Mgmt., 439 Mass. 759, 761-762 (2003). See also Packaging Indus. Grp., Inc. v. Cheney, 880 Mass. 609, 617

(1980) ("What matters as to each party is not the raw amount of irreparable harm the party might conceivably suffer, but rather the risk of such harm in light of the party's chance of success on the merits.").

## ARGUMENT

I. Plaintiff Lin is not likely to succeed on the merits of her claim because her termination was based on a legitimate business purpose.

Corporate officers and directors owe a fiduciary duty to the corporation, and certain shareholders owe this duty to each other. See Donahue v. Rodd Electrotpe Co. of New England, 367 Mass. 578, 593 (1975). Controlling stockholders also have a "large measure of discretion" and "some room to maneuver in establishing the business policy of the corporation" in matters such as "declaring or withholding dividends, deciding whether to merge or consolidate, establishing the salaries of officers, dismissing directors with or without cause, and hiring and firing corporate employees." See Wilkes v. Springside Nursing Home, Inc., 370 Mass. 842, 850-51 (1976). In Wilkes, which is virtually a companion case to Donahue, the court voiced its concern that the "untempered application of the strict good faith standard . . . will result in the imposition of limitations on legitimate action by the controlling group in a close corporation which will unduly hamper its effectiveness . . . . The majority, concededly, have certain rights to what has been termed 'selfish ownership' in the corporation which should be balanced against the concept of their fiduciary obligation to the minority." See Wilkes at 850-51. In Wilkes, the Supreme Judicial Court created a shifting burden of proof in which, in defense of a Donahue fiduciary duty claim, the controlling group is permitted to demonstrate a "legitimate business purpose" for the disputed action. See Wilkes at 851. As noted later in Zimmerman v. Bogoff, 402 Mass. 650, 657 (1988), the legitimate business purpose test is designed to prevent "the Donahue remedy [from placing] a

strait jacket on legitimate corporate activity." Upon the controlling shareholder's demonstration of such a "legitimate business purpose," it would then be incumbent on the minority shareholder to demonstrate that the stated legitimate objective could have been achieved through an alternative course of action less harmful to its interests. See Wilkes at 851-52; Zimmerman v. Bogoff, 402 Mass. at 657. The courts will weigh the legitimate business purpose against the practicability of the less harmful alternative. See also Selmark Assocs. v. Ehrlich, 467 Mass. 525, 339 (2014).

Although the discharge of a minority shareholder can be one of the most damaging parts of a freeze-out, not every discharge of an at-will employee of a close corporation who happens to own stock gives rise to a successful claim. See Merola v. Exergen Corp., 423 Mass. 461, 466 (1996). A stockholder termination in good faith and in compliance with a written employment agreement and a stock repurchase agreement will not, without more, give rise to a claim under Donahue. See Blank v. Chelmsford OB/GYN, P.C., 420 Mass. 404, 408 (1995); See Vakil v. Anesthesiology Assocs. of Taunton, Inc., 51 Mass. App. Ct. 114, 118-19 (2001). So too, discharging a shareholder who neglects his or her duties or who disrupts company business is not a breach of fiduciary duty. See e.g., Pulsifer v. Bitflow, Inc., No. 97-4508, 2001 WL 170543, at \*20-21 (Middlesex Super. Ct. Jan. 26, 2001); see also Billings v. GTFM, LLC, 449 Mass. 281, 288 (2007) (noting trial court's finding that termination of employment of member of limited liability company was not breach of fiduciary duty). Whether a shareholder's termination is an act of freeze-out that gives rise to a breach of fiduciary duty depends on the facts, the circumstances, and the atmospherics of the particular claim. See e.g., Pointer v. Castellani, 455 Mass. 537 (2009); Pulsifer v. Bitflow, Inc., No. 97- 4508, 2001 WL 170543, at \*18-19 (Middlesex Super. Ct. Jan. 26, 2001). A partner's most prominent fiduciary duty is the obligation to share important

information regarding the enterprise with one's partners. See e.g., Meehan v. Shaughnessy, 404 Mass. 419, 436-37 (1989).

Defendants' decision to terminate Plaintiff Lin from her position was made in good faith in order to protect themselves and the LLC from Plaintiff Lin. Plaintiff Lin failed to declare dividends and failed to share information with shareholders. Plaintiff Lin's position of power over the LLC created an impasse where Defendants were frozen out from the LLC. Plaintiff Lin refused to declare dividends claiming there was not a profit for the business based on conclusory assertions related to COVID-19. Plaintiff Lin refused to provide financial and legal documents upon Defendants repeated requests to verify Plaintiff's Lin assertions related to the LLC's profits.

Plaintiff Lin only shared the requested documents with the shareholders after her termination. Additionally, it was only after her termination that Plaintiff decided to attempt to declare a \$170,000.00 dividend, despite her pre-termination contention that the LLC was not making a profit in order to declare a dividend. The documents the shareholder received indicated there was a profit in the LLC's bank account. The documents also indicated that Plaintiff Lin was using the LLC's original bank account as her personal bank account in the amount of upwards of \$12,000.00 and yet left debts of the LLC unpaid. Since her termination, Plaintiff Lin made significant cash withdrawals and has not justified those withdrawals. Plaintiff has also neglected to take any action to ensure the PPP loan is forgiven. Defendants learned that Plaintiff hired people that did not have authorization to work in the United States, and Defendants subsequently terminated them to avoid further legal troubles with the government. Most importantly, despite Plaintiff Lin's contention of earning a salary of \$60,000.00 per year, a point Defendant Chang opposes, Plaintiff Lin actually had a gross salary of \$142,680.12 in 2020, and \$45,451.15 for 2021 before her termination at the end of April.

In Sum, Defendants' decision to terminate Plaintiff Lin was made in good faith for a legitimate business purpose, which was to remove a shareholder who neglected her duties and who disrupted company business. Defendant Chang stands by his decision to prevent Plaintiff Lin's return to the LLC upon learning of Plaintiff Lin's additional acts of misconduct.

II. Plaintiff Lin will not suffer irreparable harm if her injunction is denied.

Plaintiff Lin will not suffer irreparable harm if her employment is not restored. Defendants terminated Plaintiff Lin in good faith for a legitimate business purpose as, *inter alia*, she refused to cooperate and communicate effectively with the other shareholders. The termination decision was made to remove a shareholder who neglected her duties and disrupted company business. Plaintiff Lin has no right to expect employment after her repeated failures in communications with Defendants. Not earning a salary after being terminated for cause is the not type of "irreparable harm" that warrants the issuance of an injunction.

After Plaintiff Lin's termination, Defendant Chang learned of additional acts of misconduct by Plaintiff Lin that would further justify preventing Plaintiff Lin return to the LLC. As mentioned above, Plaintiff Lin failed to declare dividends when the LLC was making a profit, made significant cash withdrawals after learning of her termination without justification, failed to take necessary steps to ensure the PPP loan is forgiven, paid herself a salary that was more than double of the agreed upon salary, and used the LLC bank account as a personal bank account.

In Sum, Plaintiff Lin will not suffer irreparable harm if her employment is not restored after being terminated for cause. Further, restoring Plaintiff Lin's employment after learning of additional acts of misconduct justifies Defendant Chang's trepidation in allowing Plaintiff Lin's return to the LLC to prevent further damage.

III. The balance of the relevant harms weighs in favor of Defendant Chang if Plaintiff Lin's injunction is issued.

Restoring Plaintiff Lin's employment with the LLC is tantamount to putting the fox back in the henhouse. As mentioned above, when Plaintiff Lin was notified of her termination, significant cash withdrawals were made without justification. Plaintiff Lin was and is the only shareholder with access to the original LLC bank account, which as of April 2021 had \$296,960.36, which Defendants cannot access. Plaintiff Lin used the LLC's bank account for personal use totaling upwards of \$12,000.00. Plaintiff Lin paid herself salary more than twice the agreed upon amount. Plaintiff Lin so far has neglected to take affirmative steps to ensure the PPP loan, the loan that she applied for, is properly forgiven by the government. Plaintiff Lin has also failed to justify the significant cash withdrawals since her termination. Plaintiff Lin has already done enough damage at the LLC, the last thing she needs is a second bite at the apple.

Additionally, Plaintiff Lin seems to make the argument that Defendant Chang and the other Defendants should not be permitted to run the LLC because they will harm the LLC for two reasons: 1) they have a financial interest in seeing the LLC fail because they have financial interest in other restaurants, and 2) they do not have enough experience to see restaurant succeed.

For the first point to be true, Plaintiff Lin expects this Honorable Court to believe that Defendants collectively invested over half a million dollars into a restaurant just to get the opportunity to prevent the restaurant from competing with their other restaurants. Defendant Chang, in the name of prudent investing and common sense, obviously denies such a contention. Additionally, Defendant Chang would point out that since Plaintiff Lin's termination, the LLC is making a profit as proof that Plaintiff Lin's allegations that Defendant Chang would sabotage the success of the restaurant are unfounded.



For Plaintiff Lin's second point to be true (that Defendants lack experience to run a restaurant) would in essence require Plaintiff's first point to not exist. Plaintiff Lin contradicts herself by making a great deal about Defendants' involvements in other restaurants to imply they want this restaurant to fail, and then subsequently, in the hopes that this Honorable Court has short-term memory loss, wants to throw away the connections previously made between Defendants and other restaurants in order to make the argument the restaurant is going to fail because Defendants do not have restaurant experience. It would seem Plaintiff Lin is trying to have her cake and eat it too by alleging Defendants have enough restaurant experience to make sure this one fails, but not enough experience so the restaurant could succeed. Without engaging in the logical paradox Plaintiff Lin tried to create, Defendant Chang simply points out that the restaurant's profits are steadily increasing since Plaintiff Lin's termination.

In Sum, the LLC would be harmed if Plaintiff Lin is allowed to return because there is a significant risk of self-dealing, conversion, and embezzlement as indicated by Plaintiff Lin's prior conduct. Additionally, since Plaintiff Lin's termination, the LLC is making a profit.

### **CONCLUSION**

Defendants were right to terminate Plaintiff Lin for her failures to communicate with other shareholders as this interrupted the conduct of the business. Defendant Chang is further justified in not wanting Plaintiff Lin back in the LLC after discovering the additional acts of misconduct after Plaintiff Lin was terminated.

### **PRAYERS FOR RELIEF**

WHEREFORE, Plaintiffs respectfully requests that this Honorable Court Grant the following relief:

1. Deny Plaintiff Lin's motion for injunctive relief,
2. Order such other and further relief as this Court deems just and equitable.

Respectfully submitted,  
Defendant Zhichao Chang,  
By and through Counsel,

Dated: August 30, 2021

/s/ Kegan Moody

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Kegan Moody, Esq.  
BBO#: 705674  
Of Counsel  
Blumsack and Canzano, P.C.  
867 Boylston Street, 5<sup>th</sup> Floor  
Boston, MA 02116  
[kegan@mybostonlawfirm.com](mailto:kegan@mybostonlawfirm.com)  
(401) 559-3371

#### **VERIFICATION**

I, Zhichao Chang, hereby declare under the pains and penalties of perjury that the factual allegations contained in this motion are true and accurate to the best of my knowledge, information, and belief.

Dated: August 30, 2021

/s/ Zhichao Chang

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Zhichao Chang

COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT  
DEPARTMENT OF THE TRIAL COURT

SUFFOLK, ss

SUFFOLK DIVISION – CIVIL  
CIVIL ACTION NO.: 2184CV01473

\_\_\_\_\_  
HUI LIN, and )  
BUBOR CHA-CHA RESTAURANT, LLC, and )  
 )  
Plaintiffs, )  
v. )  
 )  
ZHICHAO CHANG, LI WANG, and )  
QINGWEN TAN, )  
Defendants. )  
\_\_\_\_\_

**AFFIDAVIT OF ZHICHAO CHANG**

I, Zhichao Chang, am a shareholder of Bubor Cha-Cha Restaurant, LLC. I make this affidavit under pains and penalty of perjury in support of Defendant Zhichao Chang’s Opposition to Plaintiff’s Motion for Preliminary Injunction, and state that true and correct copies or excerpts of the following documents are attached as exhibits hereto.

1. Exhibit 1 are pages of the LLC’s Bank of America Account for May 2021.
2. Exhibit 2 is a page of the LCC’s Bank of America account for April 2021.
3. Exhibit 3 is an email from Plaintiff Lin dated May 7, 2021.
4. Exhibit 4 are payroll records for the LLC for 2020 and 2021.
5. Exhibit 5 is an email from Plaintiff Lin dated May 19, 2021.

Signed under the pains and penalties of perjury the date as subscribed below.

Dated: August 30, 2021

/s/ Zhichao Chang

\_\_\_\_\_  
Zhichao Chang

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1. Exhibit 1.....13 – 14

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4. Exhibit 4.....19 – 20

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# Exhibit 1

05/07/21	HUNGRYPANDA US DES-PAY ID:4979PRM INDN:4979PRM	CO ID:9555587001	162.80
05/07/21	HUNGRYPANDA US DES-PAY ID:4738MDM INDN:4738MDM PPD	CO ID:9555587001	162.80 ✓
05/11/21	UBER USA 6787 DES:EDI PAYMNT ID:MOEK9PTOHSXPBK INDN:HUI LIN ID:3320456349 CCD: PMT INFO REF*TN*MOEK9PTOHSV	CO	3,784.59
05/27/21	Bank of America DES-CASHREWARD ID:CHA-CHA RES INDN:00000000261751600000 CO ID:2002290310 PPD	CO	22.79
<b>Total deposits and other credits</b>			<b>\$39,219.16</b>
<b>Withdrawals and other debits</b>			
<b>Date</b>	<b>Description</b>		<b>Amount</b>
05/03/21	Online Banking payment to CRD 1476 Confirmation# 3901523739		-1,167.76
05/03/21	MA TLR cash withdrawal from CHK 2520		-12,023.00
05/04/21	IRS DES:USATAXPYMT ID:270152405585656 INDN:BUBOR CHA-CHA RESTAURA CO ID:3387702000 CCD		-9,092.89

*continued on the next page*

Your Business Advan

**OF AMERICA**  
Your checking account

CHA-CHA RESTAURANT, LLC | Account # [REDACTED] | May 1, 2021 to May 31, 2021

**Withdrawals and other debits - continued**

Date	Description	Amount
05/07/21	MA TLR cash withdrawal from CHK 2520	-800.00
05/12/21	Online Banking payment to CRD 1476 Confirmation# 3901523739	-1,167.76
05/13/21	MA TLR cash withdrawal from CHK 2520	-12,023.00
05/27/21	Bank of America DES-CASHREWARD ID:CHA-CHA RES INDN:00000000261751600000 CO ID:2002290310 PPD	22.79
<b>Total withdrawals and other debits</b>		<b>-\$29,818.36</b>

# Exhibit 2



P.O. Box 15284  
Wilmington, DE 19850

BUBOR CHA-CHA RESTAURANT, LLC  
28 PAUL PL APT A  
BOSTON, MA 02118-2462

BANK OF AMERICA  
Preferred Rewards  
For Business

**Customer service information**

📞 1.888.BUSINESS (1.888.287.4637)

🌐 [bankofamerica.com](http://bankofamerica.com)

📍 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your combined statement

for April 01, 2021 to April 30, 2021

Your deposit accounts	Account/plan number	Ending balance	Details on
Business Advantage Relationship Banking	[REDACTED]	\$296,960.36	Page 3
Business Advantage Savings	[REDACTED]	\$50.00	Page 9
<b>Total balance</b>		<b>\$297,010.36</b>	

### Did you know your business may have a credit score?

**It's important to have access to tools that help you understand your business credit.**  
That's why we've partnered with Dun & Bradstreet to provide free access to a business credit score.\*

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\*The Dun & Bradstreet Business Credit Score Program is for educational purposes and for your non-commercial, personal use only. This benefit is available only for U.S.-based Bank of America Small Business clients with an open and active Small Business account who have properly enrolled to access the Dun & Bradstreet business credit score in Business Advantage 360 and have a Dun & Bradstreet business credit score available. Dun & Bradstreet's business credit score (also known as "The D&B" Delinquency Predictor Score™) is based on data from Dun & Bradstreet and may be different from other business credit scores. Dun & Bradstreet is a third party not affiliated with Bank of America and Bank of America makes no representation or warranty related to Dun & Bradstreet's business credit score. 558-01-21-2462.R 1: 3/3/2021



# Exhibit 3

On Fri, May 7, 2021 at 1:56 PM Hui Lin <[vivilinhui61@gmail.com](mailto:vivilinhui61@gmail.com)> wrote:

Hi Nancy,

Could you help us do the dividends? It is our first time doing this. Do I just write check to each of the member or you do the check for us and I just tell the number and share of each one?

Dividend: \$170,000

HUI LIN: 30%

LI WANG: 20%

ZHICHAO CHANG: 20%

QINGWEN TAN: 30%

If you have any questions, you can contact my lawyer. I attached the contact information of the my lawyer.

Thank you

# Exhibit 4

**BUBOR CHA CHA RESTAURANT LLC  
45 BEACH STREET  
BOSTON, MA 02111  
Employee Payroll Report by Name  
Pay Period End Dates: 1/1/2020 to 12/31/2020**

Check Number	Pay Period Date	Reg Hrs	OT Hrs	Vac Hrs	Hol Hrs	Tips	Gross Earnings	Soc. Sec.	Medicare	Federal	State	Deduct	Benefit	Net Pay
<b>LIN, HUI - 102</b>														
7286	01/15/2020	86.67	0.00	0.00	0.00	0.00	6,961.00	433.44	101.37	601.28	292.80	0.00	0.00	5,535.86
7287	01/31/2020	86.67	0.00	0.00	0.00	0.00	6,219.60	571.61	133.68	907.25	460.98	0.00	0.00	7,111.13
7288	02/15/2020	86.67	0.00	0.00	0.00	415.93	6,275.35	414.86	97.02	551.44	278.23	0.00	0.00	5,314.44
7289	02/29/2020	86.67	0.00	0.00	0.00	1,328.75	3,348.77	280.01	67.82	407.94	204.16	0.00	0.00	3,689.91
7290	03/15/2020	86.67	0.00	0.00	0.00	940.96	5,248.10	383.72	89.74	527.32	261.48	0.00	0.00	4,903.42
7291	03/31/2020	86.67	0.00	0.00	0.00	183.86	5,346.44	342.88	80.19	502.27	248.01	0.00	0.00	4,536.04
7292	04/15/2020	86.67	0.00	0.00	0.00	51.11	2,107.12	133.81	31.29	243.94	107.91	0.00	0.00	1,833.12
7293	04/30/2020	86.67	0.00	0.00	0.00	97.09	9,135.13	672.40	133.67	851.96	461.61	0.00	0.00	7,077.76
7294	05/15/2020	86.67	0.00	0.00	0.00	71.02	7,338.00	459.40	107.44	743.50	370.48	0.00	0.00	5,700.79
7295	05/31/2020	86.67	0.00	0.00	0.00	114.06	6,881.00	418.43	98.09	679.05	338.25	0.00	0.00	5,204.67
7296	06/15/2020	86.67	0.00	0.00	0.00	108.24	6,415.50	404.47	94.59	654.91	326.19	0.00	0.00	5,018.82
7297	06/30/2020	86.67	0.00	0.00	0.00	189.37	6,078.28	389.21	91.03	630.31	313.98	0.00	0.00	4,828.49
7298	07/15/2020	86.67	0.00	0.00	0.00	130.78	7,736.30	497.76	114.07	785.56	393.55	0.00	0.00	6,052.59
7299	07/31/2020	86.67	0.00	0.00	0.00	107.63	6,824.45	429.79	100.52	699.66	346.80	0.00	0.00	5,329.51
7300	08/15/2020	86.67	0.00	0.00	0.00	80.82	6,110.84	384.49	89.92	622.06	310.07	0.00	0.00	4,771.48
7301	08/31/2020	86.67	0.00	0.00	0.00	256.93	5,904.23	363.99	84.99	592.83	293.06	0.00	0.00	4,504.93
7302	09/15/2020	86.67	0.00	0.00	0.00	520.51	6,800.17	441.48	103.25	717.54	358.03	0.00	0.00	5,475.46
7303	09/30/2020	86.67	0.00	0.00	0.00	468.67	5,930.37	394.94	92.37	641.36	318.50	0.00	0.00	4,898.78
7304	10/15/2020	86.67	0.00	0.00	0.00	782.79	5,514.05	390.40	91.30	632.37	314.84	0.00	0.00	4,844.12
7305	10/31/2020	86.67	0.00	0.00	0.00	680.70	5,102.87	358.57	83.88	599.00	289.17	0.00	0.00	4,430.91
7310	11/15/2020	86.67	0.00	0.00	0.00	398.08	5,082.67	0.00	79.44	553.15	273.94	0.00	0.00	4,551.51
7307	11/30/2020	86.67	0.00	0.00	0.00	550.88	4,752.21	328.79	76.89	470.21	265.15	0.00	0.00	4,142.01
7308	12/15/2020	86.67	0.00	0.00	0.00	347.86	4,534.98	142.54	70.80	482.77	244.14	0.00	0.00	3,924.13
7309	12/31/2020	86.67	0.00	0.00	0.00	779.40	4,752.99	0.00	80.22	690.27	276.62	0.00	0.00	4,464.37
<b>Totals for: LIN, HUI - 102</b>														
Check Count:	24	2,060.06	0.00	0.00	0.00	6,614.81	142,660.12	8,537.38	2,193.76	14,901.47	7,345.43	0.00	0.00	117,744.96

Employee Payroll Report by Name

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**BUBOR CHA CHA RESTAURANT LLC  
45 BEACH STREET  
BOSTON, MA 02111  
Employee Payroll Summary by Name  
Check Dates: 1/1/2021 to 4/30/2021**

Name

Check Number	Date	Gross Wages	Soc. Sec.	Medicare	Federal	State	Local	Tips	Benefit + Deduction	Net Pay
<b>LIN, HUI - 102</b>										
7311	01/15/2021	5,066.93	314.14	73.47	535.05	253.34	19.16	431.88	0.00	3,871.67
7316	01/31/2021	5,652.55	350.46	81.96	593.83	282.63	21.37	777.64	0.00	4,322.50
7323	02/15/2021	6,239.48	386.85	90.47	652.32	311.97	23.58	1,298.15	0.00	4,774.29
7326	02/28/2021	4,663.20	301.52	70.52	514.69	243.15	18.38	418.00	0.00	3,714.93
7334	03/15/2021	5,768.22	357.53	83.64	605.19	288.41	21.81	795.58	0.00	4,411.54
7343	03/31/2021	5,963.03	370.02	86.54	625.17	298.40	22.56	770.34	0.00	4,565.34
7349	04/15/2021	6,803.27	347.40	81.25	588.70	280.15	21.18	681.39	0.00	4,284.58
7363	04/30/2021	6,268.57	389.95	91.20	584.68	314.48	23.79	417.21	0.00	4,855.46
<b>Employee Totals</b>	<b>Date Range</b>	45,451.15	2,817.97	659.05	4,699.43	2,272.55	171.82	5,580.38	0.00	34,830.33
	<b>YTD</b>	45,451.15	2,817.97	659.05	4,699.43	2,272.55	171.82	5,580.38	0.00	34,830.33

# Exhibit 5

On Wed, May 19, 2021 at 10:45 PM Hui Lin <[vivilinhui61@gmail.com](mailto:vivilinhui61@gmail.com)> wrote:

Hi Nancy

Could you help me issue the payroll for 5/1-5/15? Hui Lin, after tax is \$1154.00.

We will issue the payroll for the employees by the end of this month after we have meeting with other partners. Can I pick up tomorrow? If ready please let me know, thank you

**CERTIFICATE OF SERVICE**

I, Kegan Moody, hereby certify that a true copy of the above document was served to the following addresses on the date subscribed below by mail and email.

Edward A. Prisby, BBO# 655217  
Kajko, Weisman & Colasanti, LLP  
430 Bedford Street  
Lexington, MA 02420  
[eprisby@massfirm.com](mailto:eprisby@massfirm.com)  
(781) 860-9500

Sincerely,

Dated: August 30, 2021

/s/ Kegan Moody

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Kegan Moody  
Of Counsel  
Blumsack and Canzano, P.C.  
867 Boylston Street, 5<sup>th</sup> Floor  
Boston, MA 02116