

This is a full context translation of the document "仲裁之友函主文(1).pdf" (Main Letter of Amicus Curiae).

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**Amicus Curiae**  
**Alert and Petition Letter**  
**Regarding Lawyers Jun GAO, Lei NIU, Wei BAO, Huawei SUN, and Lijun CAO, etc.**  
**as Arbitrators or Potential Arbitrators**

**To: Arbitration Institutions / Arbitration Commissions ("Your Commission")**

**Cc: Other Parties Relating to Arbitration:**

I, Wantao Yang, as an Amicus Curiae in relation to arbitration, hereby (1) inform Your Commission of the facts below (including historical facts and latest facts occurred in 2025, see **Attachment 1** and enclosed evidence), (2) state the reasons below (see the below part of this Letter), and (3) request Your Commission:

1. in strict compliance with the requirements set in PRC Arbitration Law, do not appoint (or renew the appointment of) Lawyers Jun Gao, Lei NIU, Wei BAO<sup>1</sup>, Huawei SUN, and Lijun Cao, etc. (individually and collectively referred to as the "Respondents") as arbitrators on Your Commission's panel list; for those of them who are already on your panel list, remove them from the panel list.
2. If any of the Respondents is nominated in the future as arbitrator in an arbitration case of Your Commission, urge them to fulfill the disclosure obligations under (1) Article 45 of the amended *Arbitration Law*<sup>2</sup>, which will take effect on March 1, 2026, and (2) the equivalent or similar clauses in Your Commission's arbitration rules, to ensure the parties' right to be informed and right to select arbitrator and apply for recusal.

**"Professionalism," "Impartiality," and "Independence"** are the three substantive cornerstones upon which arbitral awards function as a judicial (or quasi-judicial) decisions, and none can be lacking. However, the facts in this letter show that, in connection with arbitration matter, regarding basic legal issues on arbitration, the

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<sup>1</sup> Wei BAO was a lawyer and arbitrator. Since 2021 during the period of central government's judicial major rectification investigation, he does not hold lawyer's license any more. Thus, this letter will not address him as lawyer. But he "returned" to work at Zhong Lun Law Firm with Jun GAO, Huawei SUN and Lijun CAO for substantial time after he does not hold lawyer's license.

<sup>2</sup> < Arbitration Law of the People's Republic of China (2025) > Article 45:  
Where an arbitrator has circumstances that may reasonably cause the parties to doubt his or her independence or impartiality, the arbitrator shall promptly disclose such circumstances in writing to the arbitration institution. The arbitration institution shall notify the parties in writing of the arbitrator's written disclosure and the composition of the arbitral tribunal.

Respondents not only disregarded but trampled upon the basic spirit of "impartiality" and "independence", and also abandoned the minimal "professionalism."

Please forward this letter to the Respondents and request them to indicate:

1. Which statement of **fact** in this letter (and its attachments and evidence) is **untrue**?
2. Which piece of **evidence** is **inauthentic**?
3. What **flaws** the reasoning in this letter has?

If Your Commission receives or discovers any of the above, please inform me so that clarification can be made.

This letter involves, if any respondent serves as an arbitrator of Your Commission's future case, (i) risk of the award itself and risk for parties and (ii) compliance issues. In any case, inaction upon this letter is the last thing suitable for Your Commission.

*Note:* **The purposes of this letter** include (but not limited to): education on arbitration and rule of law through case study, and promoting the basic spirits of arbitration. In addition, I believe the central government's goals (on Higher Level of Reform & Open Door, as well as High Level Arbitration) require high quality arbitrators and good-taste arbitrators. Thus, it is hoped that if Your Commission and your arbitrators do education programs for the industry in the future, the files in this letter may serve as one additional reference.

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#### **Preamble – Doctors, Lawyers, Judges, Arbitrators**

**Doctor:** Dr. Xiao Fei from Sino-Japan Friendship Hospital left the operation table for about 40 minutes (defended as 20 minutes) during surgery, and returned to complete the surgery. Xiao Fei was fired and his medical license was revoked.

**Lawyers:** The Respondents are lawyers during all relevant time. They through a premeditated and organized arrangement of deception, participated in and profited from the following events: Lawyer Huawei SUN, while her client's dispute was undergoing multiple legal proceedings, and under circumstances where the legal proceedings she was primarily representing were very unfavorable to her client, secretly joined her client's opposing party's law firm (Zhong Lun Law Firm). This was arranged and implemented to obtain more business through unfair competition methods, and she (allegedly) stopped and permanently terminated her services for the client's dispute matter<sup>3</sup>. Furthermore, to ensure Zhong Lun accepted her admission, Lawyer Huawei SUN released facts she knew about her client's case and her related opinions to Zhong Lun (the law firm of her client's opponent). These actions

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<sup>3</sup> A law firm/lawyer owes a duty to the client—just as a doctor does to a patient—which constitutes a fiduciary relationship based on trust." (see Evidence 12)

demonstrate the Respondents' lack of professionalism, lack of "justice and fairness" ("GONGDAO), and lack of "uprightness and openness" (ZHENGPAI). (Note: Professionalism, GONGDAO and ZHENGPAI are the fundamental requirements for arbitration and arbitrators set by PRC Arbitration Law.)

**Judges and Arbitrators:** Parties have the right to appeal and petition against a judge's ruling. Arbitration is final upon award, and parties have no right to appeal or petition. Clearly, in adjudication of cases, arbitrators have more power than judges have, but the restraints on arbitrators within the arbitration system are far less strict than those on judges within the court system. In the more loosely supervised arbitration system, if the statutory basic requirements of the *Arbitration Law* and the arbitration institution's own rules cannot be enforced when appointing and designating arbitrators, if the required disclosure of "circumstances that are likely to cause a party to have reasonable doubt as to their independence or impartiality" is not made, thereby stripping parties of their right to know and right to select, how can one believe that arbitration corruption and injustice can be effectively supervised and reduced?

It is worth noting that when Lawyer Huawei SUN (allegedly) stopped and permanently terminated her service for her client's case, (1) an international arbitration procedure she was leading was already clearly unfavorable to her client; (2) in the approximately 9 months from some date after June 6, 2013, to March 7, 2014, her team charged the client RMB 5 million in legal fees plus other expenses for this single international arbitration proceeding<sup>4</sup>, and in the year from Lawyer Sun's involvement in the client's case in March 2013 to March 7, 2014, her client had to bear legal fees and expenses exceeding RMB 9 million for that single arbitration proceeding<sup>5</sup>. [Note: This background information allows the reader to more fully and deeply understand and judge whether the Respondents (especially Lawyer Huawei SUN) meet the statutory and arbitration rule requirement of "GONGDAO ZHENGPAI"("justice and fairness" and "uprightness and openness")]

To avoid potentially planting a "ticking time bomb" in Your Commission without your knowledge, and to assist Your Commission in implementing the Party Central Committee's requirement of "Effectively prevent the promotion of cadres with demerits", I, as Amicus Curiae, hereby send this letter.

Before we get into the main part, let's take a break with a story: Some people steal jewelry, then discreetly sell it and enjoy the proceeds in secret. Then there are others who steal a pair of Graff earrings worth 500 million (not 2.3 million), put them on, and parade them ostentatiously through bustling streets. They repeatedly promote close-up shots of this "tour" online, spinning a tale about the earrings being a family heirloom passed down three generations. Knowing the true origins of these earrings, would a top-tier domestic or internationally renowned jewelry store ever hire (or have

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<sup>4</sup> See Evidence 19, page 128

<sup>5</sup> Addressing a current industry pain point, we recommend your commission hold a round table titled "Managing Costs in International Arbitration for Chinese Companies," featuring the sub-title: "Preventing the Waste of 9 Million Yuan in Legal Fees in One Arbitration Within a Year."

any need to hire) these very individuals to wear the earrings and make in-store appearances?

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### Main Part

Based on the information and evidence related to the "Complained Event" (detailed in Attachment 1), the Amicus Curiae provides a prompt warning and requests Your Commission not to appoint Lawyers Lijun Cao, Huawei SUN, and Jun Gao as arbitrators on the panel, nor to designate them as arbitrators for Your Commission's cases, should they apply or be recommended for such positions, or be nominated or designated in the future. If they are designated as arbitrators for a case, please ensure they disclose the Complained Event to the parties, ensuring the parties' basic right to know and right to select arbitrator.

Attachment 1 shows that the Respondents are all lawyers (having worked at different law firms), yet they participated in a series of related actions: deceiving the respondent in an arbitration case (Lawyer Sun's client), deceiving the claimant in the same case (Lawyers Cao and Gao's firm's client), deceiving potential clients, deceiving other partners of the platform Sun was to join, and deceiving or misleading the arbitral tribunal. These deceptive acts were intended to use unfair competition methods to increase opportunities for obtaining more business. Even worse, they misappropriated and mimicked the "**professionalism," "independence," and "impartiality**" cloak of arbitration to whitewash the aforementioned multiple deceptive acts that harmed arbitration. These elements are deeply and closely related to the core cornerstones of arbitration, and Your Commission cannot ignore them.

The Amicus Curiae believes that:

1.The Respondents do not meet the statutory requirement of GONGDAO ZHENGPAI for arbitrators and the requirements of the arbitration rules of Chinese arbitration institutions, as well as the conditions for arbitrators in the related announcements for arbitrator appointments, and therefore should not be appointed as arbitrators on Your Commission's panel (see Part I below);

2.Parties in arbitration cases have reasonable grounds to doubt the independence and impartiality of Jun Gao (especially) and the other Respondents (see Part II below). If they are nominated as arbitrators in a specific case of Your Commission, please urge them to disclose the Complained Event, ensuring the parties' right to know so that the parties can decide whether to apply for recusal. The recently revised Article 45 of the PRC *Arbitration Law*, which will take effect on March 1 next year, incorporates this obligation into law as a mandatory provision, and no internal operation or rule of any Chinese arbitration institution may violate this provision. Please find attached a client and friend advisory note for your reference (see Attachment 3)

3.If the Respondents are selected and appointed as arbitrators of Your Commission or designated as arbitrators for Your Commission's cases, they may become a potential "ticking time bomb," having an undeniable negative impact on Your Commission;

4.Refusing to select or designate the Respondents as arbitrators for Your Commission (a) is beneficial to the construction of professionalism, independence, and impartiality for Your Commission and Chinese arbitration, (b) is beneficial to building Your Commission into an arbitration institution with high credibility and international influence, (c) is beneficial to implementing the Party and government's domestic requirement of "GONGDAO ZHENGPAI" and international values of fairness and justice in the field of arbitration (see Question 13 and 18 in Attachment 2), and (d) is an implementation of the Party's requirement of "Effectively prevent the promotion of cadres with demerits"

Although the Complained Event did not occur while the Respondents were handling Your Commission's cases as arbitrators of Your Commission, that is not a reason for Your Commission not to investigate or to ignore this letter. (see Question 17 in Attachment 2)

Although the Complained Event began approximately 10 years ago, that is not a reason for Your Commission not to investigate or to ignore this letter. (see Question 15 in Attachment 2)

Out of prudence and for practical purposes, and notwithstanding that neither the Arbitration Law nor the rules and announcements of Chinese arbitration institutions provide for exceptions to the "GONGDAO ZHENGPAI" requirement, the Amicus Curiae still considered whether any special background or circumstances would allow the Respondents to be accorded an exception and be exempted from the statutory and relevant conditions set forth by your Commission (see Attachment 2). The answer is no. This is respectfully submitted for your Commission's consideration.

Furthermore, many arbitration institutions include requirements such as "noble character" for panel arbitrators in their rules, appointment notices, or documents. Given that the Respondents fail to meet even the fundamental statutory standard of "GONGDAO ZHENGPAI", this letter sees no need to separately address whether the Respondents fulfill other criteria like "noble character."

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### **Part I: Respondents Do Not Meet Statutory Requirements, and Requirements in Arbitration Institution Rules and Announcements**

The Complained Event in Attachment 1 shows that the Respondents do not meet the statutory requirements of the *Arbitration Law* and the general conditions in the rules and announcements of Chinese arbitration institutions.

#### **Laws and Rules**

The current Article 13 of the *Arbitration Law* stipulates: "An arbitration commission shall appoint arbitrators from among those who are GONGDAO ZHENGPAI." Article 21 of the revised *Arbitration Law* (to be effective March 1, 2026) stipulates: "Arbitrators appointed by arbitration institutions shall be GONGDAO ZHENGPAI, possess good professional qualities, be diligent and responsible, be honest and incorruptible, and abide by professional ethics."

The arbitration rules and appointment notices of Chinese arbitration institutions often stipulate that one of the criteria for applying for an arbitrator position is to be GONGDAO ZHENGPAI.

The requirement of this clause is mandatory, not merely advocacy. First, the clause employs the mandatory term "shall," not exhortatory terms such as "encourage" or "promote". Second, Article 13 designates a specific entity responsible for its fulfillment—the arbitration institution. Third, arbitration is a quasi-judicial act. Beyond professional competence, the ethical qualities of arbitrators are paramount. By way of comparison, even lawyers are subject to statutory ethical requirements. Given that arbitrators possess greater independence and authority than lawyers, and their decisions can more directly impact the rights and interests of parties, it is imperative that they be bound by mandatory statutory ethical standards, not merely guided by advisory norms. Therefore, the requirement under this provision is unequivocally mandatory.

It is particularly important to note that while court judgments are subject to appeals and petitions for reconsideration, an arbitral award is final and binding, with no right of appeal available to the parties. Consequently, arbitrators wield even greater power than judges. However, the constraints imposed on arbitrators within the arbitration system are far less stringent than those applied to judges within the judicial system. It is therefore only natural that such character requirements are imposed on arbitrators.

### **What is "GONGDAO ZHENGPAI"?**

According to the *<Ci Ci Hai>*: "GONGDAO" means "the principle of justice; fairness," while "ZHENGPAI" refers to "propriety in conduct and work style," a meaning separate from that of orthodox lineage. The *<Contemporary Chinese Dictionary>* provides the following definitions: "GONGDAO": (1) a just principle; (2) fair. "ZHENGPAI": (of character and conduct) proper, upright, and aboveboard. In short, GONGDAO means "justice and fairness"; ZHENGPAI means uprightness and openness.

General Secretary Xi Jinping pointed out at the Second Session of the 12th National People's Congress: "Being earnest in upholding personal integrity means that officials should remain loyal to the Party, to the organization, to the people, and to their colleagues. They should be honest and truthful, do sound work, be aboveboard, and

be GONGDAO ZHENGPAI.<sup>6</sup> The latter part of this statement forms a parallel composite structure, where each term is mutually reinforcing and explanatory. That is to say, " GONGDAO ZHENGPAI " is intrinsically equivalent to "being earnest in upholding personal integrity, being honest and truthful, doing sound work, being aboveboard." "Being aboveboard" is also entirely consistent with Chairman Mao's teaching: "Be open and aboveboard, and do not engage in scheming and conspiracy."

The report of the 19th National Congress of the Communist Party of China also elevated "GONGDAO ZHENGPAI" to a political level and incorporated it into the criteria for evaluating cadres<sup>7</sup>. Evidently, GONGDAO ZHENGPAI is not only a standard required by the Arbitration Law for your commission's arbitrators but also an expectation set by the Party for its cadres.

The Complained Event and related events show that the Respondents are neither GONGDAO nor ZHENGPAI; (1) they not only fail to meet the requirements of the *Arbitration Law* but (2) they also engaged in scheming and conspiracy, (a) these events are intimately related to international arbitration cases, and (b) these scheming were closely related to the "professionalism, independence, and impartiality" of arbitration, yet they are deliberately concealed under the guise of these very principles and a facade of rich arbitration experience. The nature of these incidents is especially severe.

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## **Part II: Parties' Reasonable Doubt Regarding the Independence and Impartiality of the Respondents as Arbitrators**

The statements and related actions of Lawyer Jun Gao in the report he signed during the Complained Event "are likely to cause parties to have reasonable doubt as to his independence and impartiality," and therefore must be disclosed. Specifically, there are at least two categories of reasonable doubt. Lawyer Lei NIU and Wei BAO also participated in the Complained Event and signed the report. The statements and reasoning regarding Jun Gao apply to Lei Niu and Wei Bao similarly.

Category 1: Jun Gao, in a quasi-arbitral form, and allegedly based on professional experience, declared "independence and impartiality" when issuing the report. However, he was completely biased towards one side, applied double standards, concealed key information, and disregarded important issues and specific key evidence. This is almost a typical method of miscarriage of justice (see line 325-427 in Attachment 1), used to whitewash illegal and non-compliant deceptive behavior that harmed an international arbitration case, and is even suspected of seeking private gain through abuse of power. The roles and reporting mechanisms in the event operated on the same foundational principles of arbitrator "professionalism, independence, and impartiality" that underpin the entire arbitral system. Parties in arbitration cases should have reasonable grounds to worry that Jun Gao could

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<sup>6</sup> "All Cadres Must Adopt and Promote the 'Three Stricts and Three Honests' Style of Work" (March 9, 2014), <Selected Works of Xi Jingping>, Vol. I, People's Publishing House, 2023, p. 226.

<sup>7</sup> Report by the Xi Jingping to the 19th National Congress of the Communist Party of China

similarly write and sign a one-sided arbitral award, or even seek private gain through abuse of power, claiming "independent," "impartial," and "professional" but acting out of other interest considerations. It is critical to note that the legal standard for disclosure is "may reasonable cause ... doubt". The Complained Event addressed in this letter "will unequivocally cause" parties to doubt, far exceeding the statutory threshold for disclosure.

Category 2: Due to some views, judgments, conclusions, and prejudices reflected in Lawyer Jun Gao's statements and arguments in the report, parties in arbitration proceedings involving Chinese parties versus foreign parties also have reasonable doubt as to his independence and impartiality, and have the right to apply for his recusal. For example, Jun Gao wrote in the report:

"It can be affirmed that Zhongxing [Automobile] has made the decision and preparations to delay enforcement, which is also the usual method adopted by Chinese enterprises after losing foreign-related arbitration cases. The AG Company should have been psychologically prepared for the difficulty or delay in enforcing the ICC award in Chinese courts. As for whether Lawyer Sun's potential joining of Zhong Lun would become a pretext for such delay by them is uncertain. However, the three-person panel believes that even if Lawyer Sun were used as a justification by Zhongxing [Automobile], it would merely be one of many potential justifications, not the sole reason. In the current judicial environment in certain local areas of China, it is relatively common for a local court to delay proceedings in enforcement cases, and the court can delay enforcement even without reason. However, the delay in enforcement by Chinese local courts should not become a reason why Lawyer Sun cannot join Zhong Lun Law Firm."<sup>8</sup>

Lawyer Jun Gao's arguments are clearly prejudiced, including: (1) He determined that Chinese enterprises "usually" choose to delay enforcement after losing foreign-related arbitration cases (irrespective of whether they received fair treatment in the arbitration), rather than honoring the award in good faith; (2) His implication that when foreign enterprises hire Chinese law firms, they need not or should not be concerned about potential harm caused by the actions of their own retained counsel during legal proceedings; (3) Most alarmingly, his apparent acceptance and endorsement of an extreme scenario: namely, a Chinese law firm conspiring with opposing counsel in a client's arbitration case to jointly deceive both parties, where such conduct has already harmed the firm's own foreign client. What is even more startling is that Jun Gao not only refrained from condemning such conduct but was also willing to proactively take additional steps to support and advance this deception. Why can it be said that he was willing to take extra steps? Because the scope of his report was strictly limited to analyzing and providing a professional opinion on three specific questions: whether Huawei SUN's joining Zhong Lun under these

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<sup>8</sup> See Evidence 13, page 99

circumstances would create a conflict of interest, whether it would affect cases handled by Zhong Lun for its clients, and whether it would pose risks to Zhong Lun. Whether and how these risks might impact Huawei SUN's application to join Zhong Lun fell entirely outside his workscope. Despite this, Jun Gao avoided directly answering the explicitly assigned three questions about risks and instead voluntarily—and gratuitously—offered clearly problematic, self-contradictory conclusions and recommendations. This constitutes another piece of evidence of his subjective intent and his breach of the fundamental bottom line required of an arbitrator. It is proof that, under the guise of "independence, impartiality, and professionalism," he actively offered what amounts to a '投名状' (proof of allegiance) to one side, meanwhile specifically undermining of basic arbitral principles. Furthermore, this specific part of his report also serves as significant evidence supporting the first category of reasonable doubts mentioned previously.

Jun Gao, Lei Niu and Wei Bao jointly created and signed on the report. The above analysis regarding Jun Gao also applies to Lei Niu and Wei Bao.

Lawyer Lijun Cao is not a signatory of the report, but his previous premeditated, planned, and systematic secret arrangement created the risks and problems. He then insisted on denying the problems and continuing to advance the secret arrangement, and actively participated in the process leading to the report. Crucially, he endorsed and relied on the report for benefit after its issuance, demonstrating a deep and substantive connection to it. Furthermore, as a main participant and beneficiary of the deceptive behavior, he concealed the truth during the report's preparation, claiming, "I myself have no interest in this matter; I am merely the recommend-er."<sup>9</sup> In any future arbitration, these facts constitute circumstances "likely cause" reasonable doubt about his independence and impartiality. Specifically, if he were to serve as an arbitrator in the future, he would be required to make a declaration at the outset of the case affirming no interest in the case or the parties. The credibility of such a declaration would be inherently questionable. His similar declaration during the Complained Event "will unequivocally give rise" to reasonable doubts regarding the trustworthiness of any future similar declarations, thereby making it "likely to give rise" to "reasonable doubts" about his independence and impartiality as a whole.

Lawyer Huawei SUN is the initiator of the Complained Event, the core figure, and the core beneficiary. The systematic secret arrangements orchestrated around her gave rise to conflicts. Crucially, she persisted in advancing this arrangement and refused to rectify the misconduct on multiple occasions when it could have been terminated—even after Zhong Lun's partnership meeting had rejected her application to join. Following the report's issuance, she relied on its content for her benefit. Under the circumstances at the time, she completely disregarded a lawyer's obligations to the client and completely disregarded an arbitrator's basic respect for the principles and

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<sup>9</sup> See Evidence 10, page 50

spirit of arbitration. In any future arbitration case, the parties should have (not merely might have) reasonable doubt as to her professionalism and impartiality, let alone GONGDAO ZHENGPAI.

To put it another way, the Respondents severely betrayed trust, violated personal faith (personal commitments and duties, toward clients, towards partners, towards legal profession), and also abandoned and harmed the greater justice (including the public justice of arbitration's "professionalism, independence, and impartiality," and lawyer profession's fiduciary duty to clients).

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### Part III: Impact

If the Respondents adjudicate arbitration cases as arbitrators, whether they meet the statutory requirements of the *Arbitration Law* and the relevant rules and regulations of the arbitral institution, and whether they disclosed information that could lead to reasonable doubt about their independence and impartiality, may all affect the nullity, enforceability, and credibility of the arbitral award and the arbitration institution. Furthermore, in cases of foreign-related arbitration, these issues could also be subject to scrutiny by foreign courts pursuant to their local standards of public policy.

If the arbitral institution takes a laissez-faire approach, and the parties subsequently dispute the award due to these issues, regardless of the final outcome, it will impose additional burdens and risks on the parties. This constitutes a dereliction of the institution's duty towards parties.

The Respondents' roles and conduct in the Complained Event are contrary to the basic principles of arbitration's independence, impartiality, and professionalism, and conflict with the goal of enhancing the credibility of arbitration. Given the specific and well-documented evidence in this letter, if the Respondents are selected and appointed as arbitrators, this will inevitably have negative impact on the reputation and reliability of the arbitration institution, and may even become a "ticking time bomb."

The Amicus Curiae maintains that given the egregious nature of the Complained Event and its direct, substantial connection to the very essence of arbitration—"professionalism, independence, and impartiality"—the matters themselves suffice to demonstrate that the Respondents are neither suitable nor fit to serve as your commission's arbitrators.

Truly hope your commission will vigorously uphold the standards of "professionalism, independence, and impartiality" for its arbitration services and arbitrators, rather than compromising these principles, tarnishing the your commission's reputation, and undermining the credibility of arbitration by handling cases based on some personal connections or favoritism for the benefit of individuals or small groups.

It is particularly pointed out that in August 2025, Lawyer Jun Gao and others repeatedly complained without reason or basis about multiple articles by Amicus Curiae Wantao Yang, and specifically sought to have the WeChat platform ban

Lawyer Wantao Yang's official account — regardless of whether these articles discussed the Complained Event or not. Although the WeChat platform ultimately rejected all of Jun Gao's requests, the fact that they persisted in these complaints—knowing (and ought to have known) that they lacked any legal or factual basis, and even targeting articles unrelated to the Complained Event—reasonably suggests a deliberate attempt to exploit platform rules and operational practices to harass the author and suppress speech. In any case, these actions by the Respondents in 2025 not only constitute new misconduct in themselves but also reflect that, even now in 2025, the probability of them repeating past mistakes has not diminished—because, referencing the observation of former Singapore President Lee Kuan Yew: "Their present attitude foreshadows their future conduct. Only when they are ashamed of their past conduct is the probability of their repeating it in the future reduced." This further highlights an additional reason why Your Commission cannot ignore and appoint them as arbitrators on the panel, and even less can allow them not to disclose the facts of the Complained Events to the parties.

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