

This is a full context translation of the document "附件一.基本事实.pdf" (Attachment 1: Basic Facts).

Attachment 1: Basic Facts

Conclusion Summary

1. Lawyers Jun Gao, Lei Niu, Wei Bao, Lijun Cao, and Huawei Sun do not satisfy the statutory requirement of "GONGDAO ZHENGPAI (fair and upright)" under PRC *Arbitration Law* and should not be appointed as panel arbitrators of the arbitration institution.
2. Their actions in the facts detailed below, according to Article 45 of the *Arbitration Law* as revised in 2025 and existing arbitration rules of various institutions, constitute circumstances that are "likely to cause parties to have reasonable doubt as to their independence and impartiality." In arbitration cases, such must be disclosed to the parties to ensure their right to know and their right to select the arbitrator.

China's current *Arbitration Law (2017 Revision)*, Article 13, stipulates: "An arbitration commission shall appoint arbitrators from among those who are **GONGDAO ZHENGPAI**". The *Arbitration Law (2025 Revision)*, which will take effect on March 1, 2026, stipulates in Article 21: "Arbitrators appointed by arbitration commissions shall be **GONGDAO ZHENGPAI...**". Article 45 stipulates: "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."

Specific reasoning is provided in the main letter (this document constitutes Attachment 1 to the main letter).

I .Key Persons

Amicus Curiae and Complainant: Lawyer Wantao Yang. Joined Zhong Lun Law Firm ("Zhong Lun") as a Tier 1 Partner in 2005, and left Zhong Lun in late 2023.

Respondent I: Lawyer Lijun Cao. Joined Zhong Lun in 2009, became a Tier 1 Partner in 2015, and remains at Zhong Lun today.

Respondent II: Lawyer Jun Gao. Joined Zhong Lun in 2014, became a Tier 1 Partner around 2016, and remains at Zhong Lun today.

Respondent III: Lawyer Huawei Sun (US lawyer, not a Chinese lawyer). Joined Zhong Lun in May 2014 or May 2015 (the specific year is Schrödinger's cat, detailed below) and remains at Zhong Lun today.

- In addition, **Wei Bao (former lawyer)** and **Lawyer Lei Niu** were jointly involved in the events below with Lawyer Jun Gao and signed the three-person report mentioned below. Therefore, the complaint against Lawyer Jun Gao is substantively equally applicable to Wei Bao and Lawyer Lei Niu.

II. Basic Situation

The relevant events mainly follow two principal storylines:

First Line: A commercial dispute between the UAE company and its affiliate, AG (collectively referred to as "AG," defined below), and Zhongxing Automobile (defined below), which gave rise to a series of litigation and arbitration legal proceedings.

Second Line: Huawei Sun, the lawyer representing Zhongxing Automobile, joined Zhong Lun (the law firm representing her client's opponent, AG) while her client's dispute was far from resolved. Furthermore, she joined Zhong Lun without the knowledge of both clients and secretly collaborated with Lijun Cao and certain other Zhong Lun partners for a long period to conceal this fact, resulting in both clients remaining unaware for an extended time. During this process, Huawei Sun privately shared some case-related information, as well as her opinions, with Zhong Lun's Lijun Cao, who then forwarded such information to other Zhong Lun partners. Additionally, Lawyer Jun Gao (and Lei Niu and Wei Bao), under the guise of "professional, independent, and impartial," but in a manner that was neither professional, nor independent, nor impartial, actively sought to whitewash the aforementioned deceptive behavior in a quasi-arbitral format¹.

First Line: Client Commercial Dispute

¹ If they later serve as arbitrators, parties in arbitration cases have reasonable grounds to worry that they may repeat their past actions. They might sign declarations affirming their independence and impartiality, but still write awards that bend the law, or at the very least, parties may have reasonable doubts about their impartiality upon learning of these events. Moreover, this demonstrates that they do not meet the statutory requirement of "GONGDAO ZHENGPAI" for arbitrators under PRC Arbitration Law, and even less so the higher standards required by the rules of some arbitration institutions

In October 2011, Automotive Gate FZCO (an UAE enterprise) and its affiliates (collectively referred to as "AG"), initiated arbitration proceedings with the International Chamber of Commerce (ICC) Court of Arbitration based on the *<CKD and Agency Agreement>* and the *<Technical Cooperation Agreement>* signed with Hebei Zhongxing Automobile Co., Ltd. (a Chinese enterprise, referred to as "**Zhongxing Automobile**"). The case was listed as ICC No. 18228/CYK.

In this arbitration and related series of litigation and arbitration cases, Lawyer Wantao Yang, then at Zhong Lun, led the Zhong Lun team in representing AG.

Zhongxing Automobile was represented by Hebei Baisheng Law Firm starting in 2011. From March 2013, it was jointly represented by the UK's Allen & Overy ("A&O") and PRC Jun He Law Firm. At that time, Huawei Sun was working in A&O's Beijing office and representing Zhongxing Automobile. On June 6, 2013, Hui Zhong Law Firm ("Hui Zhong") was registered and established.. At some point thereafter, Lawyer Huawei Sun joined Hui Zhong, and Zhongxing Automobile continued to be represented by Huawei Sun and others at Hui Zhong. In November 2013, Zhongxing Automobile stamped and signed a new written POA specifically to Lawyer Huawei Sun, the scope of which included: "***with the full power and authority of the Company and in its name to do and execute all things which in his absolute discretion... participating in other related proceedings, commenced either in or outside of the PRC***"².

As of the date of the POA, the formal legal proceedings already initiated and underway between AG and Zhongxing Automobile included:

1. The arbitration proceedings initiated by AG at the ICC (No. 18228/CYK);
2. The litigation proceedings initiated by Zhongxing Automobile in the Hong Kong High Court regarding the setting aside of a partial award in the ICC case (HCCT 8/2013); and
3. The application filed by Zhongxing Automobile with the Shijiazhuang Intermediate People's Court of Hebei Province for confirmation of the validity of the arbitration agreement (No. 2011 Shi Min Li Cai Chu Zi No. 00002).

Subsequently, in December 2013, the China International Economic and Trade Arbitration Commission (CIETAC) accepted the arbitration proceedings initiated by Zhongxing Automobile seeking confirmation of the validity of four sales contracts (No. G20131030). This means that by the end of 2013, there were already four direct and formal legal proceedings between AG and Zhongxing Automobile. Clearly, the scope of work in the POA stamped and signed by Zhongxing Automobile to Lawyer Huawei Sun included all four of these legal proceedings. The fact that Lawyer Huawei Sun only has a New York State Bar license and no other jurisdiction license, preventing her from appearing as a registered lawyer in mainland Chinese and Hong

² Page 4, Evidence 1

Kong courts or providing Chinese law services, did not affect her role to provide services related to this series of cases under the authorization.

Until February 2015, the ICC arbitration notification documents still listed Huawei Sun as the lawyer for Zhongxing Automobile³.

In September 2015, the ICC Arbitral Tribunal rendered its Final Award in Case No. 18228/CYK.

By September 2019, the Yichang Court had issued a ruling in the legal proceedings concerning the recognition and enforcement of the ICC Award in Case No. 18228/CYK.

Second Line: Lawyer Huawei Sun Joins Zhong Lun, and Jointly Conspires with Lawyer Lijun Cao and Several Other Lawyers to Conceal the Fact from Both Clients for a Long Period

Before March 2013, Lawyer Huawei Sun, then at A&O, had communicated with Zhong Lun about possible joining the firm.

In March 2013, Lawyer Huawei Sun became Zhongxing Automobile's lawyer, assisting in handling the dispute with AG while at A&O.

Hui Zhong was established in June 2013, and Lawyer Huawei Sun joined Hui Zhong from A&O sometime thereafter. After a period, A&O (charged on time basis) was no longer involved in the international arbitration proceedings, and Hui Zhong (seemingly charged a fixed legal fee) fully represented Zhongxing Automobile in the international arbitration proceedings.

Lijun Cao later provided an email showing that on April 10, 2014, Lawyer Lijun Cao sent an email to Lawyers Zhang Xuebing, Zhang Decai, and Liu Yuming, recommending Lawyer Huawei Sun to join Zhong Lun as a partner. In the email, in addition to praising Lawyer Huawei Sun's good English, ability to handle international arbitration cases independently, and experience in investment treaty arbitration, Lijun Cao also emphasized that Huawei Sun generated approximately RMB 6 million in revenue in less than a year at Hui Zhong and had existing clients and cases⁴. Lawyer Wantao Yang was unaware of this email at the time and only learned about it in January 2015. Based on Lawyer Wantao Yang's years of internal experience at Zhong Lun, this email should have been sent for internal procedural purposes after prior communication and preliminary approval from the relevant personnel responsible at Zhong Lun, facilitating internal forwarding by the recipients. That is: the email should only have been sent by Lijun Cao after Huawei Sun had substantial communication and reached a preliminary consensus with some relevant Zhong Lun partners and responsible persons.

³ Page 8, Evidence 2

⁴ Page 10, Evidence 3

In November 2014, Lawyer Wantao Yang heard a "rumor" that Lawyer Huawei Sun had joined Zhong Lun. Lawyer Yang was deeply shocked upon hearing the rumor, as it would bring many problems if true, potentially leading to serious consequences if not handled properly.

Lawyer Wantao Yang immediately called Lawyer Lijun Cao to inquire about the situation. Lawyer Lijun Cao stated that Huawei Sun joining Zhong Lun was still under discussion. He also mentioned that if Lawyer Sun were to join, it should not be a surprise, as she had discussions with Zhong Lun even when she was at A&O. Lawyer Wantao Yang inquired with Lijun Cao partly because (1) Lawyer Lijun Cao was very aware of the fact that Lawyer Wantao Yang and Lawyer Huawei Sun were representing opposing parties in the AG vs. Zhongxing Automobile dispute, and (2) as Lijun Cao later stated in the meeting minutes of January 13, 2015: "Wantao [Yang], Huawei [Sun] were graduate students in the same year, and Lawyer Wantao Yang and I are also alumni"⁵.

Lawyer Yang then immediately called several members of the Zhong Lun Management Committee (MC) for inquiry, and the basic information received was already vastly different from what Lijun Cao had stated. Based on the communication at the time, on November 13, 2014, Lawyer Wantao Yang sent an email to two members of the Zhong Lun Management Committee⁶—Lawyer Zhang Xuebing (Legal Representative, Managing Partner, and responsible for nominating partners) and Lawyer Zhang Decai (also the representative of the Dispute Resolution Department on the MC, the department Huawei Sun would belong to if she joined Zhong Lun)—expressing concerns that the situation might (1) constitute a conflict of interest, (2) negatively affect the client's case and the firm's relationship with the client, and (3) bring risks to Zhong Lun⁷. To avoid greater risk, Lawyer Yang did not write about some more severe situations he had learned about orally but for which he had no written record. Furthermore, all personnel in the email knew that, based on Zhong Lun's partnership agreement and articles, Huawei Sun's admission required a vote by the Tier 1 Partners' Meeting, and this meeting had not yet approved Huawei Sun's admission.

In Lawyer Wantao Yang's repeated phone follow-ups, he received an oral explanation that the arrangement was made to prevent Zhongxing Automobile from knowing and was not directed against Lawyer Wantao Yang. Lawyer Yang's focus at the time was not whether these arrangements were directed against himself, but the resulting impact on the client's case and the client. However, receiving this kind of explanation only increased the risk—because it indicated that Lawyer Huawei Sun and Zhong Lun lawyers jointly participated in and conspired the arrangement to deceive Zhongxing Automobile. For about a month thereafter, no one on the MC took any action regarding this situation. On December 18, 2014, Lawyer Wantao Yang emailed again,

⁵ Page 50, Evidence 10

⁶ Page 11-13, Evidence 4

⁷ Page 12-13, Evidence 4

addressing Lawyers Zhang Xuebing and Wu Peng (Lawyer Wu Peng was the Chairman of the MC), reiterating the core issues⁸.

On December 31, 2014, Lawyer Wu Peng forwarded Lawyer Lijun Cao's email of December 11, 2014, to Zhang Xuebing and Zhang Decai, as a reply to Lawyer Wantao Yang's email of November 13, 2014. This email was forwarded to the MC by Lawyer Zhang Decai on December 29⁶⁶. Lawyer Lijun Cao wrote at the beginning of the email: "*Regarding the relationship between Huawei's joining Zhong Lun and Wantao's current case, our opinion is:*". A reasonable interpretation is that the content of the email expressed the joint opinion of Lawyer Lijun Cao and Lawyer Huawei Sun after their discussion⁹.

Lijun Cao and Huawei Sun were colleagues at one arbitration institution. Although Lawyer Lijun Cao's email likely concealed some information and may have been inclined to shift responsibility to others, the information it revealed was still shocking. Some of its main contents are listed below:

1. Because Lawyers Fei Ning and Cao Xinguang of Hui Zhong disagreed with making public Huawei Sun's joining Zhong Lun, the Zhong Lun MC decided to temporarily withhold external disclosure to avoid damaging the relationship with Hui Zhong.
2. The Zhong Lun MC decided to temporarily postpone the submission of Huawei Sun's partnership application for voting at the Tier 1 Partners' Meeting, and the corresponding registration procedures have not been completed.
3. Lawyer Huawei Sun will jointly develop business with Lawyer Lijun Cao under Zhong Lun's name, and contracts will be signed in Lijun Cao's name if necessary for external purposes.
4. Although Huawei Sun and Lawyer Wantao Yang were classmates in the same graduate year, "to avoid misunderstanding, and also out of respect for [Yang] Wantao," and to avoid causing "unnecessary psychological burden" on AG and Zhongxing Automobile, Huawei Sun claimed externally that she was on vacation and did not inform anyone that she had joined Zhong Lun.
5. "Handling the matter discreetly is also most in [Yang] Wantao's interest".
6. "If [Yang] Wantao has any problem on this, Huawei and I can step forward and sincerely explain to Wantao".
7. Zhong Lun's brand influence in the international arbitration market still lags behind major competitors like King & Wood Mallesons and Fangda. Introducing Huawei Sun is crucial for Zhong Lun.
8. Zhong Lun is actively seeking to represent the Chinese government in its second ICSID investment arbitration case. Huawei Sun's experience in representing the Chinese government in its first ICSID case while at A&O is valuable for seeking this case. Coupled with the growth in Singapore, Hong Kong, and ICC arbitration

⁸ Page 15-16, Evidence 5

⁹ Page 18-19, Evidence 6

caseloads, Zhong Lun urgently needs lawyers who can handle cases independently. Therefore, "Huawei Sun joining Zhong Lun is a win-win situation".

Lijun Cao's email did not mention whether Huawei Sun and Lijun Cao had disclosed information about Huawei Sun's representation of Zhongxing Automobile to the MC, nor did it mention the possible impact or the content of the disclosure.

Lawyer Wantao Yang was completely unaware of this email until Lawyer Wu Peng forwarded it on December 31, 2014.

After reading Lawyer Lijun Cao's email, Lawyer Wantao Yang felt that communication with them was impossible, mainly because :

1. Both Lawyer Huawei Sun and Lawyer Lijun Cao were senior arbitration practitioners with many years of experience, and they were well aware (or should have been well aware) of the risks involved, the impact on the case, the impact on client relationships, and the impact on the firm's reputation and litigation risk. Their choice to engage in such a complex, long-term arrangement of concealment itself showed that they were aware of the risks and problems. Moreover, Lijun Cao's evasion, claiming that Hui Zhong disagreed with disclosure, begs the question of "disclosure to whom," and readers can imagine the underlying story.
2. Even assuming that Huawei Sun and Lijun Cao might not have been fully aware of the possible risks initially, they should have been sufficiently clear after reading Lawyer Wantao Yang's email¹⁰ of November 13, 2013.
3. Under these circumstances, their written opinion not only denied the consequences and impact of their actions but also appeared to shift responsibility to others.
4. Their claim of concealing Huawei Sun's joining "out of respect" was false, but even worse, they went on to inform the MC that "If [Yang] Wantao has any problem on this, Huawei and I can step forward and sincerely explain to Wantao," which not only shows their refusal to take any action to correct the error or remedy the damage but also shows no apology for the risks such a series of arrangements brought to others and the firm. Lijun Cao (and Huawei Sun) were the originators of the event, active participants, key players, and major beneficiaries, yet they portrayed themselves as innocent. Reviewing this process, it is particularly worth noting, as the former Singapore President *Lee Kuan Yew* stated: "*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*".
5. They used the firm as a shield and dragged the firm down for their own self-interest, disregarding the clients and other partners.

Their words and deeds clearly demonstrate (1) that they are neither "**GONGDAO**" nor "**ZHENGPAI**" nor "**professional**", (2) that they totally ignored contracts and rules, that they lack spirit of contract and spirit of rules, (3) that they totally ignored

¹⁰ Page 11-13, Evidence 4

the basic responsibilities in a lawyer-client relationship, ignore the responsibilities in a partnership relationship, and (4) that they totally ignored the basic principles of arbitration.

The actions of Lawyer Huawei Sun and Lawyer Lijun Cao:

1. From the perspective of a lawyer's responsibility, the seriousness lies in deceiving both Zhongxing Automobile and AG simultaneously, constituting a conspiracy between Zhong Lun and Hui Zhong to deceive both clients. If Zhongxing Automobile were to lose the lawsuit against AG and subsequently discover this matter, it might complain about or even sue Lawyer Huawei Sun, thereby implicating Zhong Lun, or even jointly complain about or sue Zhong Lun.
2. From the perspective of arbitration professionalism, if Zhongxing Automobile discovered this and used it to petition for setting aside the award or refusing enforcement, it would be a major failure for the international arbitration procedure itself. Zhong Lun would not only face significant reputational damage, but AG would also very likely complain about Zhong Lun or even seek huge compensation.

On the same day, December 31, 2014, Lawyer Wantao Yang wrote back to the MC¹¹, demanding immediate resolution of the matter.

On January 4, 2015, the Zhong Lun MC notified Lawyer Wantao Yang that they had established a three-person panel composed of three partners from the Dispute Resolution Department to verify three specific questions¹²: "Whether Lawyer Huawei Sun joining Zhong Lun would (1) constitute a conflict of interest, (2) cause an adverse effect in law or practice on the cases currently represented by Wantao, or (3) constitute other legal risks or adverse effects for Zhong Lun".

The scope of work for the three-person panel is precisely written out here because the following content will reflect that Lawyer Jun Gao and the other two were not simply making a judgmental error or holding a simple bias, but knowingly and actively taking additional steps beyond their scope of work to participate in the deception and whitewash the deceptive behavior. This (1) demonstrates the lack of professionalism, independence, impartiality, GONGDAO(fairness), and ZHENGPAI(uprightness) of the three-person panel members, (2) demonstrates their choice of actively participating in and assisting those actions violating rules and laws and breaching contract, and (3) even raises suspicion of deliberately bending the law to show allegiance.

On January 5, 2015, Lawyer Wantao Yang immediately replied, stating that this arrangement was inappropriate, the three-person panel was not independent, the MC

¹¹ Page 18, Evidence 6

¹² Page 23, Evidence 7

needed the three-person panel, not Lawyer Wantao Yang needed, their opinions were not binding, and Lawyer Wantao Yang reserved all rights¹³.

On January 12, 2015, Lawyer Wantao Yang met with the three-person panel, who posed questions to him. Lawyer Wantao Yang also presented the situation and his views to them¹⁴. During the meeting, regarding certain more serious matters involving fundamental fairness, justice, and public order and morals, Lawyer Wantao Yang requested the secretary of the three-person panel to leave for a separate communication with the panel. This request was recorded in the meeting minutes. After hearing Lawyer Wantao Yang's explanation, the three-person panel considered such information more sensitive, also decided that they would not include such in the minutes, but acknowledged their knowledge¹⁵.

There were two reasons for this: first, Lawyer Wantao Yang did not want more people to know about certain more outrageous matters unless absolutely necessary, as these matters were detrimental to the client's case and the firm's reputation; second, Lawyer Wantao Yang believed that the other facts and evidence were already clear enough, not requiring arbitration experts, as any normal person would know what was going on, and including or excluding this other content should not affect the three-person panel's judgment.

On January 13, 2015, Lawyer Wantao Yang emailed the three-person panel based on the feedback from the previous day's meeting. He wrote, "Even based solely on the information I've heard, considering the time Sun communicated with Zhong Lun, the time she got involved in the Zhongxing case, the time she left A&O, the time of post-hearing submissions in the arbitration, the time she left Hui Zhong, the classmate relationship, and joining the firm where her classmate is a partner, etc., these surface facts are enough to make a court question and demand further investigation. The fact that Hui Zhong concealed the truth from its client for its own benefit, and Zhong Lun cooperated and participated, is itself improper. This concealment makes it even easier for a court to deem any explanation from Zhong Lun incredible"¹⁶.

On January 13, 2015, the three-person panel met separately with Lawyer Lijun Cao. Lawyer Lijun Cao's meeting minutes show that he emphasized to the three-person panel: "**I myself have no interest in this matter; I am merely the recommender**"¹⁷. However, at that time, Lawyer Lijun Cao had already jointly participated with Lawyer Sun in pursuing potential arbitration cases. **This raises a question: If Lawyer Lijun Cao were to serve as an arbitrator in a future arbitration case, he would also**

¹³ Page 22, Evidence 7

¹⁴ Page 24-37, Evidence 8

¹⁵ As an example, the minutes of the meeting held by Lawyer Yang on January 12, 2015 (24-37, Page Evidence 8) did not reflect that Lawyer Yang learned that Lawyer Huawei Sun had discussed joining Zhong Lun during her time at A&O, and later went to Hui Zhong due to the ICC case. However, the minutes of the subsequent meeting between the panel and Lawyer Cao (Page 43-44, Evidence 10) mentioned many times that Lawyer Yang paid attention to this point in the meeting on January 12. In response, Lawyer Cao avoided responding, but did not deny it. This reflects that there was substantive information communication after the three-person panel's secretary left (Certainly, this substantive information itself will not affect the answers to the three questions). Other examples are not necessary and will not be cited.

¹⁶ Page 39, Evidence 9

¹⁷ Page 50, Evidence 10

declare that he has no interest in the case. Is his declaration credible? With reference to Mr. Lee Kuan Yew's comment, the probability of him repeating his actions has not diminished. Future parties to a case, knowing of this experience, should have reasonable grounds to doubt the credibility of such a declaration and his impartiality, and they have the right to challenge his appointment.

Another detail: the meeting minutes show that Lawyer Lijun Cao stated about Huawei Sun's work: "The client is very satisfied with her. The work of the local Hebei lawyers, from Huawei Sun's perspective, was a complete mess"¹⁸. Lawyer Lijun Cao was not involved in the client dispute case, so he would not know the case details. Clearly, Lawyer Lijun Cao's information about the case came from Huawei Sun. This means that **while Lawyer Huawei Sun was not just deliberately concealing her secret joining of the opposing party's law firm, she also revealed to the opposing party's law firm (Zhong Lun) about the client's case information, including her assessment of the work of the client's other lawyer, and this information was forwarded to the opposing party's lead lawyer.** Regardless of whether this is illegal, it is one manifestation of Lawyer Huawei Sun and Lawyer Lijun Cao's lack of professionalism.

Given Cao and Sun's evaluation of Zhongxing Automobile's other lawyer's work, and given that one of the purposes of this document is "to contribute to education on foreign-related arbitration and the construction of the rule of law," Lawyer Yang believes it is necessary to disclose the following facts:

1. Zhongxing Automobile's former lawyer did not concede the ICC Arbitral Tribunal's jurisdiction, but Lawyer Huawei Sun conceded in writing the ICC Arbitral Tribunal's jurisdiction over the two key contracts¹⁹ (*<CKD and Agency Agreement>* and *<Technical Cooperation Agreement>*). Her reason for conceding jurisdiction was very likely based on an incorrect judgment: mistakenly believing that the loss and damage liability in the client dispute did not fall within the scope of these two contracts. In reality, this was not the case, as reflected in the ICC Arbitral Tribunal's Final Award, making this a completely incorrect judgment. Her concession of the ICC Arbitral Tribunal's jurisdiction on behalf of the client should have legally brought additional risk and difficulty to her client's subsequent efforts to obstruct the enforcement of the arbitration award by claiming the parties' contracts did not stipulate ICC arbitration.
2. Lawyer Huawei Sun, as the lead and key lawyer, failed to submit the crucial Chinese law expert report by the deadline stipulated by the ICC Arbitral Tribunal long before, and she had simply not arranged for a Chinese law expert. The Arbitral Tribunal finally allowed her to subsequently submit a supplementary Chinese law expert report on behalf of Zhongxing Automobile,

¹⁸ Page 47, Evidence 10

¹⁹ Page 122, Evidence 17

but only to rebut or supplement the opinions in the expert report already submitted by AG²⁰.

3. Lawyer Huawei Sun failed to submit the Egyptian law expert report by the deadline stipulated by the Arbitral Tribunal long before, and she had simply not arranged for an Egyptian law expert. The Arbitral Tribunal finally allowed her to subsequently submit a supplementary Egyptian law expert report on behalf of Zhongxing Automobile, but only to rebut or supplement the opinions in the expert report already submitted by AG²¹.
4. The contracts in dispute clearly stipulated the application of Chinese law. Huawei Sun is an American lawyer, not a Chinese lawyer. Lawyer Wantao Yang recalls that during the hearing of the ICC Arbitral Tribunal, when Huawei Sun led the team representing Zhongxing Automobile, the vast majority of the time (approximately 90% or more) her appearing team did not include a single Chinese lawyer, yet they were handling a contract dispute involving tens of millions of US dollars in claims under Chinese law. Zhongxing Automobile's former lawyer were qualified Chinese lawyers.

If one were to say that these aspects of Lawyer Huawei Sun's work were even worse than a "complete mess" (as they claimed against the former lawyer's work), would the Respondents and their law firm personnel file a complaint alleging that this document infringed their reputation?. Regardless, the Amicus Curiae believes that Zhongxing Automobile's former lawyer was far more "professional".

The Amicus Curiae wishes to point out that: (1) Lawyer Huawei Sun's aforementioned three performances (1, 2, and 3) were really surprising and shocking to Lawyer Wantao Yang during the arbitration, thus remaining vividly in his memory. (2) In this context, if the client was indeed "very satisfied with her," as Lijun Cao claimed, it seems Lawyer Sun certainly possesses a certain ability, but this ability absolutely does not reflect the "**GONGDAO ZHENGPAI (fair and upright),**" "**professional,**" "**independent,**" and "**impartial**" qualities required by the *Arbitration Law* and arbitration rules. (3) Furthermore, considering that during her representation of the client, the client was required to pay RMB 5 million in legal fees for a single arbitration proceeding in just 9 months, and after Lawyer Sun's involvement, the client incurred over RMB 9 million in legal fees for a single arbitration proceeding in approximately 12 months, there is clearly much work to be done regarding how companies effectively evaluate and manage legal work.

The Amicus Curiae also considered whether it was Lawyer Huawei Sun's client, Zhongxing Automobile, that refused her suggestion to arrange Chinese and foreign law expert witnesses. Considering the circumstances of the case at the time, the fee arrangements with her client and the legal team, and the almost negligible cost of Chinese and foreign law expert witnesses in comparison, it is hard to imagine that

²⁰ Page 125, Evidence 18

²¹ Page 125, Evidence 18

Zhongxing Automobile would have refused if the lawyer had seriously suggested arranging expert witnesses²².

Lawyer Lijun Cao submitted his written opinion to the three-person panel on January 17, 2015²³.

On January 22, 2015, Lawyer Wantao Yang submitted a written reply refuting Lawyer Lijun Cao's clearly incorrect arguments and views²⁴.

On February 13, 2015, Wei Bao sent the three-person panel's *<Special Report>*²⁵. Before discussing the report specifically, let's recall that the MC assigned the three-person panel the scope of work to issue an opinion on the three questions: "Whether Lawyer Huawei Sun joining Zhong Lun would (1) constitute a conflict of interest, (2) cause an adverse effect in law or practice on the cases currently represented by Wantao, or (3) constitute other legal risks or adverse effects for Zhong Lun"²⁶.

To issue a report on these three questions, the three-person panel only met separately with Lawyer Yang and Lawyer Cao. They never inquired with Hui Zhong Law Firm, Lawyer Sun's client Zhongxing Automobile, or even Lawyer Sun herself. They simply adopted all of Lawyer Lijun Cao's statements as facts and all of Lawyer Huawei Sun's statements conveyed by Lawyer Cao as facts. The three-person panel 's report did not state whether the team members, or some of them, had inquired with and confirmed the facts with the MC. If the three-person panel genuinely wanted to understand the facts, why did they not investigate and verify them?.

Here is an "appreciation" of the report's answers and arguments to the three questions, with the hope of illustrating that: 1. The authors of such a report (including Respondent Jun Gao) were not unaware of the facts, did not lack legal knowledge, and did not make an error in legal judgment. Rather, they deliberately disregarded obvious facts, actively participated in the deception, whitewashed the deception, and wrote the report very poorly, reflecting a lack of professionalism, independence, impartiality, GONGDAO(fairness), and ZHENGPAI(uprightness). 2. If the authors of such a report are on the arbitrator panel of a well-known arbitration institution, it would indeed substantially lower the reputation and standard of the arbitration institution.

Question 1: Would Lawyer Huawei Sun joining Zhong Lun constitute a conflict of interest?

The three-person panel's report answered: No, because Lawyer Sun left Hui Zhong in April 2014 and had not established a contractual relationship with Zhong Lun until the date of the report (February 13, 2015, approximately 10 months later); therefore,

²² Page 128, Evidence 19

²³ Page 51-78, Evidence 11

²⁴ Page 79-89, Evidence 12

²⁵ Page 90-100, Evidence 13-1

²⁶ Page 23, Evidence 7

the issue of Zhong Lun simultaneously representing both parties in the ICC arbitration does not exist.

The original question was whether a conflict of interest would arise if Lawyer Sun joined Zhong Lun, but the answer stated that because she (Huawei Sun) had not yet joined (no contractual relationship yet), there was no conflict of interest. The topic itself was changed.

Second, even if the topic was stealthily changed, the three-person panel's excuse—that Lawyer Sun had not established a contractual relationship with Zhong Lun—was too clumsy, because at that time, Lawyer Sun had already established a long-term *de facto* contractual relationship with Zhong Lun²⁷. More ironically, Lawyer Lijun Cao wrote in paragraph 13 of his written opinion submitted to the three members on January 17, 2015²⁸: "During the establishment of and participation in Hui Zhong, Lawyer Sun did not enter into a partnership agreement with other lawyers at Hui Zhong, nor did she enter into a consultant agreement with Hui Zhong; only a *de facto* partnership contractual relationship existed". This specific mention of Lawyer Sun's practice of not signing a written agreement with a law firm, relying instead on a *de facto* contractual relationship, is a clear contradiction of the report's argument.

Third, in fact, if Lawyer Huawei Sun had genuinely ceased involvement in the Zhongxing Automobile dispute after April 2014 and had effectively terminated her representation of Zhongxing Automobile (note: a lawyer cannot unilaterally terminate representation relationship unless under special circumstances the law allows), one could at least still argue that no conflict of interest existed according to a narrow view of conflict of interest. Given the three-person panel's existing approach, to better whitewash Lawyer Sun, Lawyer Cao, and the MC, they only needed to simply state, based on hearsay of Lawyer Cao's relayed statement from Lawyer Sun, that "Lawyer Sun had already stopped representing the client's case when she joined Zhong Lun," adding the assumption that Zhongxing Automobile agreed to the termination, then therefore no conflict of interest existed based on their narrow understanding of the conflicts rules. At least, this argument would have been formally and logically arguable, preventing the report's writing quality from appearing so disappointing.

Question 2 and Question 3: Would Lawyer Huawei Sun joining Zhong Lun cause an adverse effect in law or practice on the cases currently represented by Wantao? Would Lawyer Huawei Sun joining Zhong Lun constitute other legal risks or adverse effects for Zhong Lun?

The three-person panel's report answered: "The ICC arbitration award represented by Lawyer Wantao will not be set aside or refused enforcement due to Lawyer Sun joining Zhong Lun; the delay in the enforcement process of the ICC arbitration award in Chinese courts should not be a reason to obstruct Lawyer Sun from joining Zhong

²⁷ Subsequently, Zhong Lun's personnel system recorded Huawei Sun's official joining date as May 14, 2014, with records showing that by December 2014, she was already registered in the system as the responsible partner for cases(Evidence 13-2, pp. 102-103). These dates all precede the issuance date of the Three-person Panel Report.

²⁸ Page 55, Evidence 11

Lun; there is a possibility that Zhongxing Company may sue Zhong Lun, but Zhongxing Company should not be able to win the lawsuit". For a three-person panel's report that had to drastically change the topic to such an extent, the Complainant believes no further analysis is needed here. However, it may be separately analyzed in the future as negative material for public legal education, student writing training, or arbitration education and talent development.

More interestingly, the three-person panel also specifically wrote in the email sending the report: "In addition, during the meetings with Lawyers Wantao and Lijun, it was learned that the ICC would also issue an award very soon. To avoid further controversy, the three-person panel suggested that the Zhong Lun MC temporarily postpone submitting the discussion of Lawyer Huawei Sun's joining to the Tier 1 Partners' Meeting until the ICC award is formally issued, and the firm's external publicity should also try to avoid mentioning this matter". Lawyer Yang, as the case lawyer, did not know when the ICC would issue the award, and Lawyer Cao was not involved in the arbitration, so how did Lawyer Jun Gao and the other two "learn that the ICC would also issue an award very soon"? In fact, the ICC award was issued approximately 7 months later, and this was after the Arbitral Tribunal reopened the proceedings and requested separate submissions from both parties' lawyers on the disputed issues.

It is particularly worth considering: (1) Why did the three-person panel, including Lawyer Jun Gao, suggest not submitting the discussion of Lawyer Huawei Sun's joining to the Tier 1 Partners' Meeting until the ICC award was formally issued? (2) Why did the three-person panel actively give such a suggestion outside the scope of work designated by the MC?

The suggestion made by the three-person panel, including Lawyer Jun Gao, precisely answers a former doubt: Lawyer Huawei Sun could not possibly (no one could) plan to secretly work as a consultant at Zhong Lun for life, with her business contracts signed externally under Lawyer Lijun Cao's name for life. What was their plan for the future? It can be reasonably inferred that Lawyer Huawei Sun and Lawyer Lijun Cao's original plan was to first secretly join Zhong Lun, secretly arrange to develop business, and then, after the ICC award was issued, pretend that Huawei Sun had just joined at that time. Lawyer Wantao Yang would not know the true situation, and the vast majority of Tier 1 partners would not know it either, making the chance of approval by a partnership vote relatively high.

In fact, the Zhong Lun MC was already arranging matters this way. Since the three-person panel's scope of work did not include this item at all, why did the three-person panel make this additional suggestion?. Did Lijun Cao ask them? Did the MC ask them? Their report does not state this. Were they actively showing their allegiance under the pretext of issuing an "independent, impartial report"? Were they offering suggestions for the credibility and international influence of Chinese arbitration?

Regarding this absurd report, which nevertheless grandly stated that the "three-person panel is independent and impartial", Lawyer Wantao Yang immediately wrote to the MC the following day (February 14, 2015), copying Lawyer Jun Gao, Lei Niu, Wei Bao, as well as Lawyer Lijun Cao. Besides pointing out several obvious absurdities, he specifically wrote²⁹:

"Before joining Hui Zhong, Lawyer Sun had a choice, and she chose to represent the party opposing to our client. Before her client matter was concluded, she came to join Zhong Lun, and the facts on both sides remain vague and unclear to this day. The materials submitted to the expert group also reflect this.

The personnel directly involved in this special procedure, as well as the members of the three-person panel, except for me, are experts in litigation and arbitration. From the eyes of a non-professional like me, I saw the enthusiasm leap off the page in the report to clear obstacles for Lawyer Sun's joining, not hesitating to exceed the scope of work, issuing conclusions and suggestions that the MC should have reserved for itself in the form of an independent report, selectively ignoring important key evidence submitted, and even failing to mention them."

An insert comment: Indeed, one does not need self-proclaimed "professional," "independent," and "impartial" experts or arbitrators; basic common sense is enough to make a judgment. Do nationally and internationally renowned arbitration institutions need such self-proclaimed "professional," "independent," and "impartial" arbitrators? Do they need such "GONGDAO ZHENGPAI (fair and upright)" arbitrators?.

On March 13, 2015 (Friday), the Zhong Lun Tier 1 Partners' Meeting convened in Qingdao and rejected Lawyer Huawei Sun's application for admission. Lawyer Sun attended the meeting site that day and was informed of the result after the vote. A colleague later told Lawyer Wantao Yang that Huawei Sun attended the Dispute Resolution Department's partner activities on the following 14th and 15th in Qingdao. That is to say, if Lawyer Huawei Sun was secretly acting as a Zhong Lun partner before, she could and should have stopped there after the Tier 1 Partners' Meeting rejected her application and made alternative arrangements with another law firm. Instead, she attempted to treat herself as an established Zhong Lun partner and make it public. This further highlights her lack of GONGDAO(fairness), ZHENGPAI(uprightness), and professionalism.

Despite the fact that Lawyer Lijun Cao had received 8 ICC letters listing Lawyer Huawei Sun as Zhongxing Automobile's lawyer by January 2015³⁰, Lawyer Lijun Cao and Lawyer Huawei Sun still took no action to clarify or change this. Lawyer Sun also did not inform the Arbitral Tribunal and the ICC that she no longer represented the client. Even after the Zhong Lun Tier 1 Partners' Meeting rejected Lawyer Huawei

²⁹ Page 132, Evidence 20

³⁰ Page 104-106 of Evidence 14-1 shows that on January 14, 2015, the three-person panel forwarded 8 ICC letters to Lawyer Lijun Cao, specifically stating: "Attachment 4 is a clear collation of eight notices issued by the ICC from April to December 2014, in which Huawei Sun's name still appears as Zhongxing Company's representative".

Sun's application on March 13, 2015, although Lawyer Huawei Sun could have (and should have) immediately emailed the ICC and the Arbitral Tribunal—if she was indeed no longer representing the case—she took no action. It was not until March 16, 2015, after the Zhong Lun partners' activities on the 14th and 15th had concluded, that she contacted Hui Zhong, stating that "it might be that [Hui Zhong Law Firm] has not yet notified the Arbitral Tribunal and the ICC"³¹.

Hui Zhong only informed the ICC and the Arbitral Tribunal on March 17, 2015, that Lawyer Huawei Sun was no longer representing Zhongxing Automobile³².

In May 2015, in a second vote strongly pushed by the Zhong Lun MC³³, this email from Lawyer Sun and Hui Zhong³⁴ was submitted as new evidence³⁵ to the Tier 1 Partners' Meeting. Lawyer Sun's application for admission was approved at the meeting on May 4, 2015. A question for the reader: If the Zhong Lun Tier 1 Partners' Meeting had not rejected her application on March 13, 2015, would she have asked Hui Zhong to notify the Arbitral Tribunal? Would she have notified the Arbitral Tribunal herself?

The ICC arbitration final award was rendered on September 2, 2015.

As multiple public court proceedings related to the ICC arbitration were ongoing, news about the award quickly became public. In late 2015, an editor from Zhong Lun's marketing department proactively contacted Lawyer Yang's team, stating that the case was highly valuable and proposing to write a report about the case. However, weeks later, written records showed that the editor was "explicitly" blocked by Zhong Lun from continuing to write the report³⁶. This further confirms that anyone, without being an "expert," knows the answers to the three questions faced by Lawyer Huawei Sun, Lawyer Lijun Cao, and Jun Gao, among others. Furthermore, actions with a similar "explicitly" effect are generally not done publicly by the actor; most of the time, the relative third party will not inform the complainant after it is done; even if some people are willing to tell the complainant, it is only orally. The fact that Evidence 15, such direct written evidence, was received by the Amicus Curiae and Complainant without even investigating, suggests this be just a tiny tip of the iceberg.

By 2025, Lawyer Wantao Yang published articles on his WeChat official account involving the subject of the complaint. Lawyer Jun Gao and others repeatedly complained to Wechat platform against Lawyer Wantao Yang's multiple articles (including other articles that did not mention the complaint incident at all). Furthermore, Jun Gao and others sought to have the WeChat platform ban Lawyer Wantao Yang's official account. Although the WeChat platform ultimately rejected all of Jun Gao's and others' claims, Jun Gao and others, knowing (or ought to have known) that their complaints had no legal or factual basis, repeatedly complained, including about articles unrelated to the aforementioned case. A reasonable inference is that they may have been attempting to use the platform's common practices to harass and suppress speech. Regardless, these actions by

³¹ Page 109, Evidence 14-2

³² Page 111, Evidence 14-3

³³ Page 113, Evidence 14-4

³⁴ Page 107-109, Evidence 14-2

³⁵ And other lies containing falsehoods, misrepresentations, and material omissions.

³⁶ Page 115, Evidence 15

Lawyer Jun Gao and others in 2025 are not only a new form of misconduct but also reflect that, even though it is now 2025, the probability of Lawyer Jun Gao and others repeating their actions has not diminished—because, referencing the observation and assertion 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 is one reason why the Amicus Curiae asks the arbitration community to pay attention to their appointment as arbitrators today.