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Attorney for Plaintiffs
NINGLU HE & JIANAN WANG

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
UNLIMITED CIVIL JURISDICTION

NINGLU HE, an individual, JIANAN WANG, an individual Plaintiffs v. XI WANG, an individual, dba I-20 EDUCATION, and DOES 1 through 50, inclusive, Defendants.	Case No.: **COMPLAINT FOR DAMAGES:** **1. BREACH OF CONTRACT** **2. NEGLIGENT** **3. FRAUD: INTENTIONAL MISREPRESENTATION** **4. FRAUD: FALSE PROMISE** **5. NEGLIGENT MISREPRESENTATION** **6. UNJUST ENRICHMENT (Violation of California Penal Code §496)** **7. BREACH OF FIDUCIARY DUTY** **8. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING** **9. FALSE ADVERTISING (Cal. Bus. & Prof. Code §17500, et seq.)** **10. UNFAIR BUSINESS PRACTICE (Cal. Bus. & Prof. Code §17200, et seq.)** **11. COMMON COUNT: MONEY HAD AND RECEIVED** *DEMAND FOR JURY TRIAL*

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COME NOW, Plaintiffs NINGLU HE and JIANAN WANG, by and through their attorney(s), bring this Complaint for Damages and allege as follows:

GENERAL ALLEGATION

1. Plaintiff NINGLU HE (hereinafter "Ninglu") is, and at all relevant times was, an individual residing in People's Republic of China.

2. Plaintiff JIANAN WANG (hereinafter "Jianan") (hereinafter "Ninglu" and "Jianan" shall be collectively referred to as "Plaintiffs") is, and at all relevant times was, an individual residing in People's Republic of China.

3. Plaintiffs are informed and believe and thereon allege that Defendant XI WANG (hereinafter "Xi") is, and at all relevant times was, an individual residing in the County of Santa Clara, State of California.

4. Plaintiffs are informed and believe and thereon allege that Defendant Xi is, and at all relevant times was doing business as I-20 Education with its principle place of business located in the County of Santa Clara, State of California.

5. Plaintiffs are informed and believe and thereon allege that Defendant Xi does, and at all times herein mentioned did completely control, dominate, manage and operate I-20 Education as his alter ego, such that any separateness between them has ceased to exist and recognition of the form of I-20 Education would operate as a sham because it is the alter ego of Defendant Xi. Plaintiffs further allege that there exists, and at all relevant times existed, a unity of interest and ownership between Defendant Xi and I-20 Education such that any individuality and separateness and ownership between Defendant Xi and I-20 Education has ceased. I-20 Education is, and at all relevant times was, inadequately capitalized. I-20 Education is, and at all relevant times were, a mere

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shall instrumentality and conduit through which Defendant Xi carried on his business, exercising complete control and dominance over such business that any individuality and separateness of Defendant Xi and I-20 Education does not, and at all relevant times did not, exist. Defendant Xi used assets of I-20 Education for his personal use, caused assets of I-20 Education to be transferred to him without adequate consideration, withdrew funds from the bank accounts of I-20 Education for his personal use, and intermingled I-20 Education's assets, liabilities, and obligations with his own.

6. Plaintiffs do not know the true names of defendants named ad DOES 1 through 50, inclusive, and therefore sues them by these fictitious names pursuant to California Code of Civil Procedure §474. Plaintiffs will amend this complaint to include their true names and capacities once the true identities of DOES 1 through 50 are ascertained. Plaintiffs are informed and believe and thereon allege that each of the defendant designated as a DOE is legally responsible in some manner for the occurrences alleged in this complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged in this complaint.

7. Plaintiffs further allege that each DOE defendant and every other defendant named herein were the agent, servant, employee, representative, employer, consultant, accountant, supervisor, partnership, or joint venture of each and every other defendant and in doing the acts complained of herein, such that each defendant was acting in the scope of such agency, employment, representation and/or joint venture. Plaintiffs further allege that each defendant is jointly and severally responsible for the damages alleged herein and that each defendant is liable in full or in part to the damages and injuries that Plaintiffs assert herein.

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8. Plaintiff is informed and believe and thereon allege that at all times herein mentioned, in doing all the actions alleged, Defendant Xi and each DOE defendant (collectively hereinafter as "Defendants") were the agents of each other and were acting within the scope of his or her authority as agent.

9. At all times mentioned in this complaint, Plaintiffs and Defendants shall be collectively referred to as "Parties".

JURISDICTION AND VENUE

10. The Court has personal jurisdiction because Defendant Xi is domiciled in this state and county.

11. The Court has subject-matter jurisdiction over all Parties because a substantial part of the events or omissions giving rise to his instant action occurred in this county.

12. The venue is proper for Plaintiffs to bring this civil action against Defendants in Santa Clara County, State of California because substantial part of the events or omissions giving rise to the claims occurred in Santa Clara County, State of California.

FACTUAL ALLEGATION

13. Plaintiff Jianan is the mother of Plaintiff Ninglu.

14. In around 2015, Plaintiff Jianan met Defendant Xi through Plaintiff Ninglu.

15. On about September 15, 2018, Defendant Xi came to Plaintiff Jianan and discussed the topic of admission into United States' universities.

16. Between September 15, 2018 and September 24, 2018, Defendant Xi solicited Plaintiff Jianan on two occasions to encourage Plaintiffs to enroll in a universities' admission program packaged by a company known as I-20 Education (the "Program"). Plaintiff Jianan informed Defendant Xi that the Program sounds too good to be true, but

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Defendant Xi told her that the Program would help Plaintiff Ninglu be admitted into one of the selected universities.

17. On about October 6, 2018, Defendant Xi informed Plaintiff Jianan that there are limited slots still available for the Program and asked Plaintiffs to enroll in the Program before it is full.

18. On about October 7, 2018, Defendant Xi and Plaintiff Ninglu executed a contract to enroll Plaintiff Ninglu into the Program. A true and correct copy of the contract with certified English Translation is attached hereto as "**Exhibit A**", and incorporated by reference (hereinafter the "Contract").

19. Since the Contract was under a company named, "I-20 Education", Plaintiffs wanted Defendant Xi's assurance that this is not a scam. Defendant Xi assured Plaintiffs in writing that guaranteed Plaintiff Ninglu's admission into one of the identified universities, otherwise Defendant Xi would refund the $66,000.00 paid for the Program. (See translation attached in Exhibit A).

20. On about October 9, 2018, Plaintiff Jianan transferred $64,000.00 to Defendant Xi pursuant to the Contract. Shortly thereafter, Defendant Xi demanded additional amount for admission fees, and Plaintiff Jianan transferred another 90,000 RMB (equivalent to about $12,600 US) to Defendant Xi.

21. On about April 1, 2019, Defendant Xi informed Plaintiff Jianan that University of California, Riverside ("UCR") has admitted Plaintiff Ninglu, but that UCR wanted Plaintiff Ninglu to provide SAT's essay score. Defendant Xi told Plaintiff Jianan that without SAT's essay score, Plaintiff Ninglu cannot go to UCR. When Plaintiff Jianan

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requested to see the admission letter from UCR, Defendant Xi told her that his company, I-20 Education, did not provide the letter to him.

22. On about May 4, 2019, Plaintiff Ninglu took the SAT test.

23. On about June 29, 2019, Defendant Xi informed Plaintiff Jianan that Plaintiff Ninglu can no longer go to UCR because Plaintiff Ninglu did not have SAT essay score.

24. Plaintiff Jianan then requested Defendant Xi to refund her $66,000 pursuant to the Contract, but Defendant Xi refused.

25. Plaintiff Jianan then requested again to see the admission letter but Defendant Xi once again refused to provide it.

26. Presently, Defendant Xi has not performed his obligations under the Contract to help Plaintiff Ninglu admit into UCR or other selected universities. Plaintiffs have also not received any refund from Defendant pursuant to the Contract.

FIRST CAUSE OF ACTION
(Breach of Contract – Against ALL Defendants)

27. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraphs 1 through 26 above, inclusive of this complaint.

28. On about October 7, 2018, Plaintiff Ninglu and Defendant Xi entered into the Contract that Plaintiffs would pay $66,000 US Dollars to Defendant Xi and Defendant Xi would guarantee Plaintiff Ninglu's acceptance at University of California, Irvine or University of California, Davis.

29. In the event Plaintiff did not get admitted into one of the selected universities, Defendants promised to return Plaintiffs' $66,000 US dollars.

30. Plaintiffs has performed and at all times stood ready to perform all the obligations to Defendants, which plaintiff undertook in the Contract.

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31. Defendants breached the Contract by failing, neglecting, and refusing to help Plaintiff Ninglu be admitted into UCR or one of the selected universities. Defendants also refused to refund Plaintiff $66,000 US dollars.

32. As a direct and foreseeable result of Defendant's breach of the Contract, Plaintiff has suffered damages in the amount of at least $66,000.00, and general damages, consequential and incidental damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION
(NEGLIGENT – Against ALL Defendants)

33. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraphs 1 through 32 above, inclusive of this complaint.

34. On about October 7, 2018, Plaintiffs and Defendant Xi entered into a Contract that Defendant Xi would provide services that guaranteed Plaintiff Ninglu's admission to a university in the United States.

35. Defendant Xi owed Plaintiffs a duty to exercise reasonable care in the admission process in accordance with the rules and regulation of the University of California.

36. Plaintiffs are informed and believe and on the basis of such information and belief allege that Defendants breached their duty of care under the Contract by failing to meet the standard of care due to their failure to follow proper procedures to obtain the guarantee admission for Plaintiff Ninglu into UCR or one of the selected universities.

37. As a direct and proximate result of Defendants' negligence, Plaintiffs were and continue to be harmed by Defendants in an amount to be proven at trial.

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THIRD CAUSE OF ACTION
(FRAUD: INTENTIONAL MISREPRESENTATION – Against ALL Defendants)

38. Plaintiff re-allege and incorporate by this reference the allegations contained in paragraphs 1 through 37 above, inclusive of this complaint.

39. Defendants represented to Plaintiffs that they could guarantee admission to universities in the United States by enrolling into the Program.

40. Plaintiffs are informed and believe and on the basis of such information and belief allege that Defendants knowingly, intentionally, and fraudulently concealed material information from Plaintiffs regarding the Program, in that Defendants intentionally failed to disclosed to Plaintiffs that they did not help Plaintiff Ninglu apply for any university nor did they help Plaintiff Ninglu be admitted into any of the selected universities.

41. Defendants materially misrepresented information to Plaintiffs with the full knowledge by Defendants that their affirmative representations, that they could guarantee admission into universities, were false, fraudulent, and misrepresented the truth at the time said representations were made.

42. Under the circumstances, the material omissions and material misrepresentations of Defendants were malicious.

43. Plaintiffs, not being fluent in English and U.S. Laws and regulations, reasonably relied upon the representations of Defendants in agreeing to allow Defendants to obtain guaranteed admission for Plaintiff Ninglu.

44. Had Plaintiffs known of the falsity of Defendants' representation, Plaintiff would not have entered into such Program and paid Defendants.

45. As a direct and proximate cause of Defendants' material omission and material misrepresentations, Plaintiffs have suffered damage in an amount to be proven at trial.

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46. Plaintiffs allege that Defendants' actions were undertaken with the intent to defraud, which thereby justifies an award for punitive damages in an amount accordingly to proof at trial.

FOURTH CAUSE OF ACTION
(FRAUD: FALSE PROMISE – Against ALL Defendants)

47. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraphs 1 through 46 above, inclusive of this complaint.

48. On about October 7, 2018, Defendants made a promise to Plaintiffs that they will provide guaranteed admission for Plaintiff Ninglu into a university in United States as indicated in the Contract.

49. Plaintiffs are informed and believe and thereon allege that Defendants did not intend to perform their promises under the Contract when they made it, namely, to obtain guaranteed admission for Plaintiff Ninglu and if admission did not happen, refund the money paid.

50. Plaintiffs are informed and believe and thereon allege that the material omissions and material false promises of Defendants were malicious and intended for Plaintiffs to rely on the promises.

51. Plaintiffs, not being fluent in English and U.S. laws and regulation, reasonably relied upon the representation of Defendants.

52. Plaintiffs are informed and believe and thereon allege that Defendants failed to perform the promises, namely obtain guaranteed admission for Plaintiff Ninglu and refund Plaintiffs' money.

53. As a direct and proximate cause of Defendants' false promises, Plaintiffs have suffered damages in an amount to be proven at trial.

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54. Plaintiffs allege that Defendants' actions were undertaken with the intent to defraud, which thereby justifies an award for punitive damages in an amount accordingly to proof at trial.

FIFTH CAUSE OF ACTION
(NEGLIGENT MISREPRESENTATION – Against ALL Defendants)

55. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraphs 1 through 56 above, inclusive of this complaint.

56. Defendants represented to Plaintiff that by paying them a fee of $66,000.00 they could guarantee Plaintiff Ninglu's admission to a university in United States. Defendants further represented to Plaintiffs that in the event guaranteed admission could not be obtained, they could refund Plaintiffs' money. Defendants represented these facts as true.

57. However, Defendants' representations were not true and Defendants could not provide affirmation of the truth of their representations.

58. Plaintiffs are informed and believe and on the information and belief allege that Defendants had no intention to obtain guaranteed admission for Plaintiff Ninglu and/or refund Plaintiffs' money.

59. Plaintiffs are informed and believe and on the information and belief allege that Defendants had no reasonable ground to believe their representation was true when they made it.

60. Defendants intended Plaintiffs to rely on their representations.

61. Plaintiffs reasonably relied on Defendants' representation, and such reliance was a substantial factor in causing Plaintiffs' harm.

62. As a foreseeable, direct, and proximate result of the aforementioned acts of Defendants, plaintiffs have been damaged in an amount according to proof.

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63. Plaintiffs allege that Defendants' actions were undertaken with the intent to defraud, which thereby justifies an award for punitive damages in an amount accordingly to proof at trial.

SIXTH CAUSE OF ACTION
(UNJUST ENRICHMENT, Violation of California Penal Code §496, Receiving Stolen Property – Against ALL Defendants)

64. Plaintiffs re-allege and incorporated by this reference the allegations contained in paragraph 1 through 63 above, inclusive of this complaint.

65. Plaintiff Jianan is the rightful owner of the $66,000.00 dollars unlawfully diverted by Defendants based on the Contract signed between the Parties.

66. Plaintiffs are informed and believe and thereon allege that Defendants unlawfully cashed and retained Plaintiffs' $66,000.00 funds, which did not belong to Defendant and were not earned by them.

67. Plaintiffs are informed and believe and thereon allege that Defendants unjustly retained the $66,000.000 funds for their own use and benefit.

68. Defendants were enriched by the benefits conferred upon them.

69. Defendants' enrichment came at the expense of Plaintiffs. The circumstances are such that justice, equity, and good conscience demand that restitution be made to Plaintiffs.

70. Plaintiffs are informed and believe and thereon allege that Defendants' actions were undertaken with the intent to induce and defraud, which thereby justifies an award for punitive damages in an amount accordingly to proof at trial.

SEVENTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY – Against ALL Defendants)

71. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraphs 1 through 70 above, inclusive of this complaint.

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72. Defendants acted in the position of advisor, agent, broker, dealer, and fiduciary – having Plaintiffs' full confidence and trust. Therefore, Defendants owed Plaintiffs a fiduciary obligation of loyalty and faithful service.

73. Defendants breached their fiduciary obligations by failing to perform several of their obligations set forth in the Contract, namely, Defendants failed to obtain guaranteed admission for Plaintiff Ninglu and failed to refund Plaintiffs money when guaranteed admission did not occur.

74. As a foreseeable, direct, and proximate result of the aforementioned acts of Defendants, Plaintiffs have been damaged in an amount accordingly to proof at trial.

75. Defendants have been guilty of oppression, fraud or malice, entitling Plaintiffs to recover punitive or exemplary damages as authorized by Civil Code §3294 in an amount appropriate to punish and deter said Defendants and others from engaging in similar misconduct.

EIGHTH CAUSE OF ACTION
(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING – Against ALL Defendants)

76. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraph 1 through 75 above, inclusive of this complaint.

77. As to the Contract referenced herein, there was, and is now, an implied covenant of good faith and fair dealing by which Defendants covenant that they would do nothing to impair, interfere with, hinder, or potentially injury Plaintiffs' rights. Defendants further covenanted to honor the contractual duties of the Contract with Plaintiffs.

78. Defendants breached the covenant of good faith and fair dealing by their action and omission, including but not limited to:

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a. Knowingly failing and refusing to provide university admission letter to Plaintiffs;

b. Knowingly making misrepresentations or unreasonable representations to induce Plaintiffs into entering the Contract alleged herein;

c. Knowingly concealing information from Plaintiffs to induce Plaintiffs into entering in the Contract alleged herein;

d. Knowingly failing and refusing to accomplish the objectives as promised in the Contract between Plaintiff Ninglu and Defendant Xi.

e. Knowingly failing and refusing to refund Plaintiffs' money in the amount of $66,000.00 US Dollars.

79. As a foreseeable, direct, and proximate result of Defendants' breach of covenant of good faith and fair dealing, Plaintiffs have been damaged according to proof at trial.

NINTH CAUSE OF ACTION
(FALSE ADVERTISING (Cal. Bus. & Prof. Code §17500, et seq., -- Against ALL Defendants)

80. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraph 1 through 79 above, inclusive of this complaint.

81. Plaintiffs are informed and believe and thereon allege that Defendants' advertisement were false and misleading.

82. Defendants' advertisement represented that if Plaintiffs paid Defendants a certain amount of fees, Defendants would and could guarantee Plaintiff Ninglu's admission into a United States university.

83. Plaintiffs are informed and believe and thereon allege that Defendants knew their representations to be false.

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84. Plaintiffs are informed and believe and thereon allege that Defendants intended that Plaintiffs rely on the foregoing misrepresentation and concealments concerning the guaranteed admission scheme in order for Plaintiffs to pay the alleged fee amount of $66,000.00.

85. Defendant violated California's Unfair Competition Law, Business and Professions Code §17500, et seq., which prohibits false advertising by making an untrue and misleading advertisement by engaging in the misrepresentation of the guaranteed admission scheme, which were known, or which by the exercise of reasonable care should have been known, to be untrue or misleading. Specifically, the advertisements were untrue and misleading in that they never intended to obtain guaranteed admission for Plaintiff Ninglu.

86. Plaintiffs are informed and believe and thereon allege that Defendants never submitted any application to any university on behalf of Plaintiffs in the United States.

87. Plaintiffs alleges that Defendants did not have reasonable ground to keep Plaintiffs' funds.

88. Plaintiffs suffered monetary damages as a result of Defendants' false advertising and misrepresentation in the amount of minimum $66,000.00, plus prejudgment interest at the legal rate of 10% annually.

89. Plaintiffs seek an injunction on behalf of themselves and all other similar situated members of the public, prohibiting Defendants from continuing to engage in these acts of unfair business practices.

90. Defendants, and each of them, have been guilty of oppression, fraud or malice, entitling Plaintiffs to recover punitive or exemplary damages as authorized by Civil Code §3294 in

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an amount appropriate to punish Defendants, and each of them, and to deter said Defendants and others from engaging in similar misconduct.

91. Plaintiffs seek their attorneys' fees in their capacity as a private attorney general under California Code of Civil Procedure §1021.5.

TENTH CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICE (Cal. Bus. & Prof. Code §17200, et sq., -- Against ALL Defendants)

92. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraph 1 through 91 above, inclusive of this complaint.

93. Under Business and Professions Code §17200 *et seq.,* Unfair Competition means and includes "any unlawful, unfair or fraudulent business act or practice and unfair deceptive, untrue or misleading advertising..."

94. Defendants, and each of them have violated Bus. & Prof. Code §17200, *et seq.* and committed acts of unfair competition as defined therein, by unfairly, deceptively or misleadingly representing, and/or advertising, to the general public, including, but not limited to Plaintiffs, that Defendants would and could guarantee admission for Plaintiff Ninglu into a United States university.

95. Defendants further represented to Plaintiffs that they would perform according to obligations set forth in the Contract.

96. Plaintiffs are informed and believe and thereon allege that Defendants violated Bus. & Prof. Code §17200 et seq., by having had no intention of performing said Contract or preparing to meet the requirements for university admission.

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97. After Plaintiffs deposited over $66,00.00 to Defendant Xi, Defendants did not take any affirmative steps to obtain guaranteed admission for Plaintiff Ninglu nor did Defendants take any steps to refund Plaintiffs' funds.

98. Defendants knew their promises of guaranteed admission into a United States university was false because they never intended to submit any application on behalf of Plaintiff Ninglu to any university in the United States.

99. The unfair and fraudulent business practice and/or advertisement of Defendants, and each of them, described above constitute a continuing threat to members of the general public, including, but not limited to Plaintiffs that unless retained and order to provide restitution, Defendants, and each of them, will continue to misrepresent the true facts in order to gain competitive advantage.

100. Plaintiffs have no adequate remedy at law for the injuries cause as a direct and proximate result by the aforementioned acts of Defendants, and each of them, and unless enjoined and restrained by order of this court, the continued conduct of Defendants, and each of them, will cause great and irreparable injury.

101. Plaintiffs are entitled to an injunction restraining Defendants, and each of them, their employees, agents, and all persona acting in concert with them from engaging in further such unfair business practices.

102. As a foreseeable, direct, and proximate result of the aforementioned acts, Plaintiffs and the general public have been damaged and seek restitution in an amount accordingly to proof at trial.

103. Defendants, and each of them, have been guilty of oppression, fraud or malice, entitling Plaintiffs to recover punitive or exemplary damages as authorized by Civil Code §3294 in

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an amount appropriate to punish Defendants, and each of them, and to deter Defendants and others from engaging in similar misconduct. Such punitive damages should also be imposed upon Defendants, if they are a corporate Defendant, because Plaintiffs are informed and believe that such corporation's officer, director managing agents either authorized in advance the complained of conduct by its respective officers, directors, managing agents and/or employees, or in conscious disregard of the right and potential for harm to the Plaintiffs allowed such officer, directors, managing agents and/or employees to perform the acts complained of herein, or ratified the acts of such officers, directors, managing agents and/or employees.

ELEVENTH CAUSE OF ACTION
(COMMON COUNTS: MONEY HAD AND RECEIVED – Against ALL Defendants)

104. Plaintiffs re-allege and incorporate by this reference the allegations contained in paragraph 1 through 103 above, inclusive of this complaint.

105. Plaintiffs allege that Defendants became indebted to Plaintiffs since October 9, 2018 for money received by Defendants that was to be used for the benefit of Plaintiffs, but became money converted by Defendants for their personal use and benefit.

106. Aa a foreseeable, direct and proximate result of the aforementioned acts of Defendants, Plaintiffs have been damaged in an amount according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs NINGLU HE and JIANAN WANG pray for a judgment against Defendant XI WANG, and DOES 1 through 50, inclusive, and each of them as follows:

1. For compensatory damages in the minimum sum of $76,600.00 plus interest according to proof at trial;
2. For exemplary or punitive damages in an amount to be proven at trial;

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3. For consequential damages Defendants cause Plaintiffs by the time spent an inconvenience suffered in an amount to be proven at trial;
4. For prejudgment interest at the annual legal rate of 10%;
5. For an injunctive order prohibiting Defendants from continue engagement in unfair business practices and false advertisement;
6. For reasonable attorneys' fees and costs incurred in bringing the instant action;
7. For such other and further relief as the court may deem just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs NINGLU HE and JIANAN WANG hereby demand a trial by jury on all issues.

DATED: October 4, 2019

WONG CHANG & YANG LLP

Vance Chang, Esq.
Attorney for Plaintiffs
NINGLU HE & JIANAN WANG

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EXHIBIT A

I-20留学服务中心
I-20EDUCATION

I-20 Education 留学项目合同书

委托人姓名： Ninglu He

受托人： I-20 Education

身份证件号码：110105199912210419

联系地址： 2350 Mission College Blvd, Santa Clara, CA, 95035

联系电话： 862-686-8115

联系电话： (669)215-9351

法定代表人姓名（如委托人未满 18 岁）：Ninglu He

身份证件号码：

联系电话：

为了维护合同当事人的合法权益，双方本着自愿、平等、协商一致的原则，就受托人接受委托人的委托提供自费出国留学咨询服务事宜，达成如下合同：

一、服务项目

一. 受托人辅导委托人申请 美国转学 申请，受托人共为委托人提供 UC 院校申请服务（服务内容包括：转学申请时间规划、转学申请材料准备指导、转学申请表格填写指导、转学申请文书写作指导、转学申请状态跟进指导、转学签证申请指导以及宿舍预定等后续服务）。

申请学校： 1. 2019Fall: University of California, Irvine

2. 2019 Fall: University of California~~, Riverside~~ Davis

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第二条　受托人向委托人提供院校和专业申请的咨询、代办入学申请手续，代办申请奖学金手续等咨询服务；

第三条　委托人向受托人提供本人真实的各种成绩及有关资料；

第四条　委托人向受托人缴付出国留学咨询服务费的金额以及支付方式见本合同第四部分；

二、受托人义务

第五条　受托人根据委托人要求，及本合同签订院校和专业的入学要求，为委托人策划、设计并创作所选定申请学校要求的基本文书和能够体现委托人学业成绩的申请材料，其中包括但不限于：推荐信(Recommendation Letters)，个人简历(Resume/CV)，个人陈述(Persona Statement) 或 Essays，历史学术表现；

第六条　受托人为委托人填写所选定申请学校申请表格；

第七条　受托人为委托人整理、寄送申请材料，并及时向委托人报告申请进展和结果；

第八条　受托人代委托人在申请过程中与校方及相关教授进行书信联络；

第九条　申请过程中有校方面试需要，受托人向委托人提供面试辅导；

第十条　受托人根据委托人要求，为委托人申请学校奖学金，奖学金为学校以各种形式发放的资助或费用减免，包括但不限于 Fellowship、Scholarship、Teaching Assistantship、Research Assistantship、 Graduate、Assistantship、减免学费等；

第十一条　如果委托人不能按期入学，受托人将代委托人办理延期入学手续。

三、委托人义务

第十二条　委托人应符合中国公民自费出国留学的条件，遵守国家关于公民自费出国留学的规定；

第十三条　委托人应当积极配合受托人及时提供申请过称中所需的背景资料和相关文件（包括但不限于：个人简历，在校成绩单，中英文学历学位证明，符合基本要求的推荐人等）；委托人向受托人送交的所有文件、材料和陈述的内容应合法、真实、有效。在留学申请办理过称中，如前往国家的留学政策、签证政策或申请留学院校的入学要求发生变化，委托人应根据新的要求，及时提供补充材料；

第十四条　委托人应当自本合同签订之日起三日内，按受托人要求，把入学申请所需全部材料交与受托人；

第十五条　在留学申请办理过程中，如委托人前往国家驻华使（领）馆要求委托人进行面试，委托人应按要求参加面试；

第十六条　委托人须及时支付在留学申请办理过程中发生的第三方费用（如院校申请费、语言成绩及各种考试成绩寄送费、快递费、签证费等等）。缴费标准和缴费方式以相关收费机构对委托人的要求为准；

第十七条　在申请的过程中，如申请院校要求面试，委托人有义务参加相应面试；

第十八条　委托人有义务在保录取项目启动之前付清所有的咨询服务费用；

第十九条　委托人要求在申请过程中查看重要申请文书需在受托人办公区域内进行，并有义务获知，在委托人未缴清合同约定的全部费用前，受托人无义务将重要申请文书以任何形式交转与委托人。如委托人要求受托人交付重要文书，则需按照本合同中约定的最高数额支付咨询服务费；

四、收费标准及支付方式

第二十条 合同约定的目标学校的服务费总额为 64000 美元或按付款当日中国银行美元购买价支付等值人民币；

五、退费原则及方式

第二十一条 如果合同约定的目标学校和专业录取成功，在收到目标学校录取通知书后，委托人需支付受托人剩下的咨询服务费美元或按当日中国银行美元购买价支付等值人民币（余款为 2000 美元）；若目标学校均失败则无需支付额外咨询服务费并退还学生已付的全额款项；

第二十二条　如果合同约定的学校录取申请成功，但最终签证失败（非委托人个人原因，在开学时间允许的范围内至少签证三次），受托人退还委托人申请服务费共 5000 美元。

六、违约责任

第二十三条　受托人和委托人应履行合同中全部条款，违约方应承担相应的违约责任；委托人为达成本合同目的而向受托人提供虚假文件材料，致使合同无法履行，受托人不退还委托人缴付的咨询服务费；由于委托人的违法行为，导致本合同无法履行，受托人不退还委托人已缴付的咨询服务费；如由于受托人的任何原因致使合同无法履行，则受托人退还委托人已缴付的所有咨询服务费；

第二十四条　委托人违反本合同第十五条、第十六条、第十七条约定，导致受托人未能按合同约定申请到任何一所院校的，受托人不退还已经收取的咨询服务费；

七、不可抗力条款

第二十五条　因不可抗力不能履行合同的，根据不可抗力的影响，部分或者全部免除责任，但法律另有规定的除外。当事人迟延履行后发生不可抗力的，不能免除责任；

第二十六条　本合同所称不可抗力，是指不能预见、不能避免并不能克服的客观情况，如重大自然灾害、瘟疫、战争、骚乱等；

第二十七条　当事人一方因不可抗力不能履行合同的，应当立即通知对方，说明不可抗力的发生日期、事件性质，预计持续的时间及对该方履行本合同的影响，并应当自不可抗力发生之日起60日内提供证明；

第二十八条　对不可抗力所造成的影响，双方应及时协商解决办法和补救措施。因不可抗力不能履行合同的一方，应尽力采取合理措施减轻可能给对方造成的损失，否则应对由此而扩大的损失承担赔偿责任；

八、适用的法律及争议解决方法

第二十九条　双方在履行本合同中如发生争议，应先由双方协商解决。如协商不成，依法向法院提起诉讼；

九、合同的补充、变更、修改

第三十条　对本合同的任何补充、变更、修改应采用书面补充合同形式。补充合同在双方签署后与本合同具有同等法律效力；

十、生效及终止条款

第三十一条　本合同由委托人及其代理人、受托人、受托人代表人签署，自签字、盖章之日起生效；

第三十二条　本合同正本一式两份，具有同等效力，委托人与受托人各执一份；

第三十三条　双方履行本合同的权利和义务后，合同终止。

委托人（签字）：Ninglu He　　受托人（签字）：WANG, XI

法定代表人签字：　　代表人（签字）：

签字日期：10/07/2018　　签字日期：10/07/2018

郝旺 与何宁录签定UC Irvine, Davis两所学校保进协议。
如果无法录取，郝旺退还何宁录全部款项申请费用，66000美金。
由郝旺个人担保。

郝旺 10/07/2018

1-20 Education Overseas Study Project Contract

Principal: Ninglu He
ID card No.: *110105199912210419*

Tel: *862-686-8115*

Agent: I-20 Education
Address: 2350 Mission College Blvd, Santa Clara, CA, 95035
Tel: (669) 215-9351

Legal Proxy (if the Principal is under 18 years of age):
ID card No.:
Tel:

Ninglu He

In order to protect the legal rights and interests of the contract parties, both parties have reached the following contract on the Agent's provision of self-financed overseas study counseling services to the Principal on a voluntary and equal basis:

I. Service project

Article 1 The Agent shall guide the Principal to apply for US school transfer and the Agent shall provide UC school application services to the Principal (scope of services covers: scheduling of school transfer application, guide on preparation of school transfer application documents, guide on filling of school transfer application forms, guide on writing of school transfer application documents, guide on follow-up of school transfer application state, guide on school transfer visa application, dormitory reservation and other subsequent services).

Target schools: 1. 2019 Fall: University of California, Irvine

2. 2019 Fall: University of California, ~~Riverside~~

Davis

YW
SH

Article 2 The Agent shall provide counseling services on school and major application to the Principal and help the Principal clear the formalities of school admission and scholarship application.

Article 3 The Principal shall provide his/her truthful scores and other relevant personal information to the Agent.

Article 4 See Part IV of the Contract for the amount and payment mode of the overseas study counseling service fees payable by the Principal to the Agent.

II. Agent's Obligations

Article 5 The Agent shall plan, design and compile the basic documents compliant with the target school's requirements and the application materials that reflect the Principal's academic performances according to the Principal's requirements and the admission requirements of the target school and major specified herein, including, but not limited to, recommendation letters, resume/CV, personal statement or essays and historic academic performances;

Article 6 The Agent shall fill in the application form(s) of the target school for the Principal;

Article 7 The Agent shall organize and send the application materials to the Principal and report the progress and results of application to the Principal timely;

Article 8 The Agent shall have written correspondences with the school and relevant professors on behalf of the Agent during the application;

Article 9 The Agent shall guide the Principal on school interview if it is necessary during the application;

Article 10 The Agent shall apply for scholarships for the Principal at the request of the Principal. Scholarships are the subsidies, rebates or exemptions awarded by the school in diversified forms, including, but not limited to, fellowship, scholarship, teaching assistantship, research assistantship, graduate, assistantship, tuition rebate and exemption, etc.

Article 11 If the Principal fails to get enrolled as scheduled, the Agent shall clear the formalities for extension of enrollment for the Principal.

III. Principal's Obligations

Article 12 The Principal shall comply with the conditions of self-financed overseas study of Chinese citizens and observe relevant national regulations on self-financed overseas study of Chinese citizens;

Article 13 The Principal shall actively cooperate with the Agent to timely provide the background information and relevant documents necessary during the application (including, but not limited to, resume/CV, school academic transcripts, diploma and degree certificates in both Chinese and English, reference(s) in compliance with basic requirements, etc); all the documents, materials and statements submitted by the Principal to the Agent shall be legal, truthful and valid. In case of any change in the overseas study policy or visa policy of the host country or the admission requirements of the target school, the Principal shall provide supplementary materials timely in order to satisfy the new requirements;

Article 14 The Principal shall provide all materials necessary for the application to the Agent within 3 days after signing of this contract;

Article 15 Where an interview with the Principal is required by the embassy (consulate) of the host country during the application, the Principal shall attend the interview as required;

Article 16 The Principal must timely pay the third-party expenses incurred during the application (e.g. school application charge, language score and other exam score mailing fees, courier fees, visa fees, etc). The charging standards and payment modes required by the corresponding charging bodies shall be applicable;

Article 17 The Principal is obligated to attend the interview required by the target school if any during the application.

Article 18 The Principal is obligated to pay all counseling service fees before launch of the guaranteed admission project;

Article 19 Where the Principal requests to check any important application documents, such check shall be conducted on the office premises of the Agent. The Principal shall be noted that the Agent is not obligated to transfer any important application documents to the Principal in any form before the Principal pays all expenses under the contract. If the Principal requests the Agent to deliver any important documents, he/she shall pay the counseling service fees at the maximum under the contract;

IV. Charging Standard and Payment Mode

Article 20 The service fees for the target school under the contract shall amount to USD *64,000* or the equivalent amount in Chinese Yuan as calculated according to the exchange rate publicized by Bank of China on the payment date;

V. Refund Principles and Mode

Article 21 Upon successful admission to the target school and major specified in the contract and after receipt of a notice of admission from the target school, the Principal shall pay the remaining

counseling fees in US dollar or the equivalent amount in Chinese Yuan as calculated according to the exchange rate publicized by Bank of China on the payment date (the remaining amount is USD *2,000*); in case of failure of the application for the target school, the Principal doesn't need to pay the additional counseling service fee and the full value already paid by the Principal shall be refunded;

Article 22 Where the school admission is successful but the visa application is rejected finally (not for personal reasons of the Principal; at least three times of visa application within the timeframe permitted for the school enrollment), the Agent shall refund an application service fee of USD 5,000 to the Principal.

VI. Breach Liabilities

Article 23 The Principal and the Agent shall perform all their obligations under the contract and any party in default shall bear the corresponding breach liabilities; where the Principal provides any false documents to the Agent for signing of the contract and, as a result, the contract can't be performed, the Agent shall not refund the counseling service fees paid by the Principal. Where the contract can't be performed due to the Principal's illegal behaviors, the Agent shall not refund the counseling service fees paid by the Principal. Where the contract can't be performed for any reason of the Agent, the Agent shall refund all the counseling service fees already paid by the Principal;

Article 24 Where the Principal violates Articles 15, 16 and 17 of the Contract and, as a result, the Agent can't successfully obtain admission to any of the schools according to the contract, the Agent shall not refund the counseling service fees already paid by the Principal;

VII. Force Majeure

Article 25 Where performance of the contract is prevented by force majeure, the liabilities hereunder may be exempted in full or in part to the extent where the performance is affected by the force majeure, unless otherwise specified by law. The liabilities hereunder shall not be exempted if the force majeure takes place after either party delays contract performance;

Article 26 Force majeure specified herein refers to any unforeseeable, unavoidable and insurmountable objective conditions, e.g. major natural disaster, pestilence, war, riot, etc.

Article 27 Where either party is prevented from contract performance by force majeure, it shall notify the other party immediately, indicate the force majeure's date, type, projected duration and impacts on contract performance, and provide the proofs within 60 days after occurrence of the force majeure.

Article 28 Both parties shall timely negotiate to find a solution and remedial measures to deal with the impacts of the force majeure. The party that is prevented from contract performance by the force majeure shall try to take reasonable measures to alleviate the losses of the other party,

failing which, the party shall indemnify the additional losses arising therefrom;

VIII. Governing Laws and Dispute Settlement

Article 29 Both parties shall negotiate to settle any dispute arising from contract performance. Upon failure of such negotiation, the dispute may be brought to a court having jurisdiction for settlement according to law.

IX. Contract Supplement, Amendment and Revision

Article 30 Any supplement and amendment to and revision of the contract shall be made in writing in a supplementary contract which shall take legal effect after signing and have the same legal effect as this contract.

X. Validity and Termination

Article 31 The contract shall take effect on the date when the signatures and seals of the Principal and his proxy and the Agent and its representative are affixed.

Article 32 The contract is signed in duplicate and both copies shall have the same legal effect. The Principal and the Agent shall have one copy each.

Article 33 The contract shall be terminated upon fulfillment of all rights and obligations herein.

Principal (signature): *Ninglu He*	Agent (signature): *Wang Xi*
Signature of legal proxy:	Representative (signature):
Date: *July 10, 2018*	Date: *July 10, 2018*

Xi Wang has signed a guaranteed admission agreement with Ninglu He for the two schools of UC Irvine and UC Davis. If admission fails, Xi Wang shall refund all the application fees of USD 66,000 to Ninglu He. Xi Wang shall provide personal guarantee for it.

Xi Wang (signature)
July 10, 2018

Certification by Translator

I, the undersigned, Kasie Cheung do hereby declare that I am a professional translator in the Chinese/English language pair and that I am a member in good standing with the Judicial Council of California.

I further declare that the foregoing translation of the document titled:

I-20 Education Contract

is complete and accurate translation of the original, Chinese to English, to the best of my ability, copy of which is attached to this translation.

Kasie Cheung
Certified Court Interpreter #301134
Judicial Council of California

Date: 9/24/2019