Yu Siyuan

Senior partner

A dispute that compromises corporate interests

A dispute that compromises corporate interests is one of the causes of many company-relevant disputes. Because the prosecution object is usually the actual operator and manager inside the company, it is difficult for the plaintiff to acquire the actual evidence to prove the defendant's infringement of the interests of the company; for this reason, most of these cases end up with the plaintiff's losing. However, in this case, the plaintiffs represented by the Firm finally won the lawsuit.

(1) Case Summary

A minority shareholder of a company controlled the relevant corporate certificates, stamps, public accounts and other documents alone by making use of his position as both manager and legal representative of the company.

After those misconducts were detected by the company, the minority shareholder was requested to return all of those certificates, stamps and other documents under his control in a timely manner. However, he ignored such request and continued infringing on the company's interests.

The company was left with no choice but to entrust a legal team to initiate a lawsuit against the minority shareholder for reclaiming those documents and stamp, after formulating a litigation scheme in accordance with the specific circumstances in this case. After the compulsory execution of return of documents and stamps, the legal team immediately filed another lawsuit for his liability for infringement on corporate interests.

(2) Difficulties in the Case

The difficulties in this case are that the evidence that the plaintiff claimed to infringe on the corporate interests is mostly original documents and bank statements. Such proof is very complicated and cumbersome, and indeed very difficult to put to the proof in practice. The defendant, namely the minority shareholder, obtained a Doctor's Degree and a strong prevention awareness from the very beginning. Under the guise of a third party, he encroached on the corporate interests via pretty covert approach.

After repeated consideration, in order to complete the testification process in a clearer and conciser manner, Lawyer Yu simplified the evidence and listed the losses suffered by the company in detail via specific sheet. Meanwhile, the outsider who jointly infringed on the corporate interests was listed as the third party in this case. This move was designed in the hope that by incorporating the third party into the litigation participants and increasing the litigation burden on the third party, the gap could be filled in the third party's failure to cooperate with the plaintiff and the plaintiff's inability to provide evidence, so that the court could better understand the truth of the defendant's transfer of illegal interests to himself via a third party. In this way, the evidence testification was completed.

To undertake such cases, the lawyer team needs to not only look through all of the details, relevant documents, bank details, etc., but also transform these cumbersome data into EXCEL sheet. This practice facilitates to the rapid digestion and understanding by the court, helps to promote the smooth trial of the case, and enables the court to intuitively understand the significance inside these data. Moreover, The plaintiff successfully persuaded the court to adopt their main point of view via testification, and finally brought about a thorough dispute settlement between the client and the defendant. In this case, the defendant's obedience to the judgment facilitates the company in its normal business activities and will prevent the further shareholder disputes and business stalemate. Therefore, the ruling also plays a good role. Simultaneously, influenced by a series of lawsuits arising from those shareholder disputes, the client is believed to learn a lot through this case regarding its corporate governance structure.

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He Meiru

Senior partner

The classic cases on establishing feasible recourse pathways before litigation and arbitration and then making a reasonable use of preservation

Company A postponed a payment of the target amount of CNY 3 billion yuan due and payable to Trust Company B. At that time, the creditor's rights of Trust Company B were only guaranteed by an unlisted company's equity pledge held by a natural person without provision for declaring maturity in advance.

After Beijing Anbo (Chengdu) Law Firm took on the case, Lawyer He Meiru obliged Company A to repay the liability of CNY 3 billion yuan by installments in the following way: By helping Trust Company B to design the recourse pathway, Lawyer He negotiated and entered into relevant agreements with Company A so as to lay the foundation for subsequent recourse; then, through initiating arbitration to an arbitration institution in Chengdu, she applied in a different place for freezing the

Criminal and identification procedures during litigation

Company A sued Listed Company B for reclaiming a loan of more than CNY 40 million yuan. It was after the first trial session was initiated when Listed Company B entrusted Beijing Anbo Chengdu Law Firm to represent Company B in the litigation. After looking through the case file, Lawyer He Meiru discovered that there were quite a few questions concerning the two companies in executing the Loan Contract. Specifically, there were many loopholes, such as the inconsistency between the interest repayment amount and the agreed interest rate, the handwritten key information in the Contract, and no disclosure to the public regarding the loan. However, in accordance with the Company Law, Listed Company B shall make regular announcements concerning its daily operation and financial statuses, especially its the financing and borrowing behaviors, because they will influence the interests of the general shareholders.

In light of all of those situations, Lawyer He made a comprehensive conclusion that both legal representative and actual controller of Listed Company B then colluded with each other and thus damaged the corporate interests. Upon the confirmation via consultation with Listed Company B, Lawyer He filed a criminal report against both legal representative and actual controller of Listed Company B during that period. Upon the first instance and the second instance (Remand for retrial) trials, and the first instance and the second instance trials again, the final court rejected all of the claims brought by Company A, and simultaneously obliged Company A to bear hundreds of thousands of yuan of both litigation costs and identification fees; in this way, Lawyer He helped Listed Company B avoid bearing the repayment liability of over CNY 40 million yuan.

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Zeng Dan

Senior partner

Is the guarantee made by the company necessarily valid

Senken Group Co., Ltd. contracted Project X to Mr. Lai, a natural person, requiring Xiao Lai to provide loans for constructing the Project, and simultaneously requiring Bagel AI to assume the guarantee liability for the aforementioned loans as guarantor and to issue a Guarantee Letter to Senken Group Co., Ltd. Due to Xiao Lai, the natural person, failure to repay in accordance with the contract and other reasons, Senken Group Co., Ltd. filed a lawsuit against Xiao Lai, the natural person, and Bagel AI, requiring the Company to assume a joint and several guarantee liability.

After accepting the entrusting by Bagel AI and based upon communication and understanding of the demands from Bagel AI, Lawyer Zeng Dan found that the Guarantee Letter issued by Bagel AI was not a guarantee contract but an intentionality convention through evidence combing and demonstration. The main reasons are as follows: The Guarantee Letter issued by Bagel AI has no subordination attribute; the principal claim was not established at the time the Guarantee Letter was issued; the Guarantee Letter lacks the time limit for the debtor to perform the debt, the guarantee scope, the guarantee period and other essential elements for the establishment of the Guarantee Letter. The issuance of this Guarantee Letter lacks a resolution by the shareholder meeting of Bagel AI. After the aforesaid opinions were adopted by the court, Bagel AI finally did not need to bear the corresponding guarantee liability.

According to Lawyer Zeng:

To serve as guarantee provider, a company shall (1) Assess the risks incurred by the external guarantee. (2) Clarify the legality and compliance of the external guarantee, and confirm whether there are any restriction and whether it is a related-party guarantee or a public corporation guarantee. Simultaneously, the company shall also complete its internal management outline - the Articles of Incorporation so that it can effectively avoid a guaranty without authority or a guaranty beyond authority, and thus ensure its management legality and compliance.

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Qian Li

Senior partner

A classic case on the bad and dead loan settlement

The case concerns the dispute over the construction contract by and between Company A and Company B. In 2015, Company A sued Company B to the court which then ruled that Company B should pay the project payment and interest to Company A. After acquiring the aforesaid judgment, Company A immediately applied to the court for compulsory execution. Because the project constructed by Company B was a golf course and the land occupied by the project was the rural contracted land and rented by Company B, the aforesaid land and the project under construction could not be enforced for execution, and Company B had no other property for this execution; for these reasons, the court had no choice but to rule to terminate the compulsory execution. Before the representation by Beijing Anbo Chengdu Law Firm from 2015 to 2020, Company A has not received any repayment of the aforesaid claims.

Lawyer Qian Li detected that the nature of Company B is a one-person limited liability company whose sole shareholder is Company C which owns a large number of properties and other assets. Therefore, on behalf of Company A, the Firm applied to the court to add Company C as the person subject to enforcement in the aforementioned case, and therefore to bear joint and several liability for the debts of Company B. Finally, the creditor's rights of more than CNY 10 million yuan claimed by Company A were fully repaid.

Generally speaking, Company A's claims totaling more than CNY 10 million yuan were fully repaid. However, in the case of a one-person limited liability company, Article 63 of the Company Law, "If a shareholder of a one-person limited liability company cannot prove that the property of the company is independent of the shareholder's own property, he shall bear joint and several liability for the debts of the company", stipulates that if a one-person company cannot prove that the shareholder's property is independent of the company's property, the shareholder shall be jointly and severally liable for the company's debts. With regard to how a shareholder can prove that his property is separate from that of the company, in accordance with the Article 62of the Company Law, "A one-person limited liability company shall prepare its financial and accounting reports at the end of each fiscal year and have them audited by an accounting firm", shareholders shall produce an annual audit statement of a one-person company to reduce the legal risk of joint and several liability.

Lawyer Qian proposed: In order to avoid the aforementioned legal risks, enterprises are recommended not to establish a one-person limited liability company as much as possible; even though a one-person company is established, it shall be subject to the annual audit.

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Wang Liang

Senior partner

The classic case on house purchase under a borrowed name

This case concerns the dispute arising from the house purchase and sale contract by and between Zhang Mou and Ma Mou. In 2011, Zhang Mou and Ma Mou entered into the House Purchase and Sale Contract, and thereby agreed that Zhang Mou should purchase Ma Mou's house at a total price of CNY 1.1 million yuan. Meanwhile, the Contract also stipulated that due to Zhang Mou's no access to house purchase qualification, if the house so purchased could not be registered, Zhang Mou could sell the house separately, and that if the house so re-sold needed to go through the transfer or notarization procedures, Ma Mou should unconditionally provide support. After Zhang Mou's paying Ma Mou a deposit of CNY 60,000 yuan and part of house purchase price of CNY 300,000 yuan, Ma Mou believed that because Zhang Mou could not handle the property ownership transfer procedure, the purpose of the Contract could not be fulfilled. Then, Ma Mou appealed to the court to terminate the Contract. After hearing the case, the court concluded that the act of entering into a contract to circumvent the housing purchase restriction policy violated Article 7 of the Contract Law of the People's Republic of China and thereby disrupted the social and economic order; therefore, the court judged that the Contract should be annulled.

Lawyer Wang Liang offered the following advice: Avoid purchasing a house in the name of a friend to the best of your abilities. in order to protect your property safety and to acquire the ownership of the house purchased, you are recommended to acquire the relevant purchase qualifications before purchasing a house, or to avoid purchasing a house in a restricted areas. If you must purchase a house in the name of your friend, your are recommended to:

1：Clearly agree in writing on the contents of purchasing a house in the name of a friend (House held for others) and liquidated damages;

2：Stipulate in the contract your rights to occupy, use (Keep the key) and dispose of the house from the date of house delivery, and you shall also physically occupy and use the house from the time of its delivery;

3： If you transfer money to a friend and then the friend delivers the relevant house purchase fund, you shall specify the purpose of each money transfer as transferring each house purchase fund to that friend, and simultaneously preserve a written proof; Do not let your friend pay for the house purchase in part or in full; otherwise, once there should be any dispute over the house ownership, the situation will be easily identified as a joint house purchase by both you and your friend, or your friend lending you money to purchase this house;

4： Preserve the bills, bank receipts and transfer records of your actual contribution to the purchase of the house, as well as the proof of you bearing the relevant use fees (Such as water, electricity and property administration charges) and collecting the relevant income (Such as rent).

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Chen Zihang

Director

Aclassic Case onShareholderRegistrationby Imposture

Mr. Yao received a court summonone day, notifying that hewas sued as shareholder of some company, and thereforerequested to bear the liability of CNY 1.3 million yuan ofshareholder investment and the joint and several liability ofCNY 10 million yuan.However, the problem was that Mr.Yaohad never incorporated any company through partnership with others.Did the innocent Mr. Yaohave tobear these liabilities?

hrough the help from his lawyer, Mr.Yao recalled that he had indeed lent his ID card to Zhao Mou, but had not incorporatedany company with Zhao. The lawyer further retrieved the documents concerningthe company and discovered that all of Mr. Yao's signatures in those documentsregarding incorporation were notmade by himin person; furthermore, Mr. Yaohad not made anycontribution to that company, nor had he engaged in the operation, decision-making, management, dividend allocation and meetings of the company; in addition, he had neverengaged in any financial transactionwith Company A.Based on theinformation, Mr. Yaowas registered asone of the shareholders of Company Abyimposture.Upon the clear investigation, the lawyer representedMr. Yao to file a separate lawsuit requesting the court to confirm that Mr.Yao was not a shareholder of the Company. The claimeventually won the support fromthe court, and the lawyer successfully helped Yao resolve the debt crisis.

In accordance with Article 28 of the Provisions of the Supreme People's Court on Several Issues concerning the Application of the Company Law of the People's Republic of China (III), "Where capital contribution is made in the name of another person and the other person is registered with the company registration authority as a shareholder, the person who made the false name registration shall bear the corresponding liabilities; where the company, other shareholders or creditors of the company request the registered shareholder in a false name to bear the liability of making up the capital contribution or the liability of compensation for the insolvent part of the company's debts on the ground of failing to perform the obligation of capital contribution, the people's court shall not support it",the shareholder registered in the false name is not a shareholder of the company and does not qualify for shareholder of the company, nor shall heundertake anydue liability as shareholder.

For the confirmation of shareholder qualification of a limited liability company, the court generally considers from two aspects, formal essential conditions and substantial essential conditions. The formal essential conditions mainly include whether there is a certificate that the party himself authorizes others to sign on the company documents, and whether the identity certification materials of the party himself are used. The substantial essential conditions are mainly whether the party actually contributes capital, engages in the operation and management, or enjoys the corresponding shareholder rights of the company.

Lawyer Chen Zihang proposed: Thepresentincorporation registrationcapital is adoptingthe subscription system, and a registered capital of either CNY5 million yuanor CNY 10 million yuan issubscribed but a subscribedamountdoes not mean that the shareholder has no need to makehis or her contribution. Where the company fails to pay off its external debts, the creditors have the right to request shareholders to bear their liabilities within their scopes of subscribed capital contributions. Therefore, shareholder registration byposture will posea substantial debt risk to those so-called "shareholders" on*the Register of Shareholders*.Individuals must properly keep their own important data, such as identity documents; if the identity documents are found missing, individuals must report the loss to the police immediately and publishtheloss in newspaper. When personal data are found to be registered under false names, individuals shall pro-actively collect relevant evidence and file a lawsuit to the court. The available evidence includes identity card report loss records, industrial and commercial corporate information, handwriting identification of corporate registration documents, company account details, etc., proving the substantial essential conditions that individuals have not actually engaged in establishing and operating the company, or actually contributed any capital to the company.

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01 BRIEF INTRODUCTION TO ANBO

Beijing Anbo Law Firm has now established branch offices in Shanghai, Guangzhou, Hangzhou, Chengdu, Tianjin, Baotou, Hefei, Zhengzhou, etc. At present, there are 60 partners and over 300 professional lawyers across China who are dedicated to offering all-round legal solutions for various domestic and foreign clients.

Incorporated in September 2014 upon the approval by Department of Justice of Sichuan Province, Beijing Anbo Chengdu Law Firm is standing as a legal institution under thorough corporate operation and management. The Firm owns its registered office at Floor 3, Tower B, Liangjiang International Building, No. 535, First Tianfu Street, High-tech Zone, Chengdu Municipality, with independent property rights. It has developed a corporate culture with Party building, rule of law and public welfare at its core, and been proficient in resource integration and innovative research, thereby creating unique legal service value and experience.

Beijing Anbo Chengdu Law Firm boasts its senior professional elites, excellent service performance, rich professional experience, and broad range of social resources. Lawyers from Anbo Chengdu have been employed as legal counsel for more than 20 CPC Party and government organs, such as Jintang Prison in Sichuan Province, Chengdu Municipal CPC Party Committee Urban and Rural Community Development Governance Committee, Chengdu High-tech Zone CPC Party Working Committee and Administration Committee, Ganzi Prefecture Government, Aba Prefecture Government, Luzhou Municipal Government, Bazhong Municipal Government, Nanchong Municipal Government, Meishan Municipal Government, Chengdu Municipal Government, Organization Department of Chengdu Municipal CPC Party Committee, Sichuan Provincial Political and Legal Committee, Sichuan Provincial Government, and Sichuan Provincial CPC Party Committee, thus acquiring the full trust from the CPC Party committees and governments; Anbo Chengdu has offered the legal services concerning both litigation cases and non-litigation issues for over 20 financial institutions, such as the Sichuan Branch of China Development Bank, the Sichuan Branch of Agricultural Bank of China, Sichuan Tianfu Bank, Hengfeng Bank, Chengdu Rural Commercial Bank, Bank of Tianjin, China Merchants Bank and Dazhou Bank. The successful cases represented by the Firm have been listed as guiding cases by the People's Judicature, the organ publication of the Supreme People's Court.

Dozens of lawyers of Beijing Anbo Chengdu Law Firm have undertaken quite a few social posts, such as CPC Party representative, deputy to the National People's Congress, Vice President of Sichuan Lawyers Association, Member of the Sichuan Provincial Youth Federation, Member of the Corporate Business Committee, Member of the Bankruptcy Legal Affairs Committee, Member of the Law Firm Administration and Development Committee, Director of the Consumer Rights Protection Committee, Member of the Financial and Securities Committee, and Member of the Environmental and Resource Law Committee, and gained wide recognition from all sectors of the community and among peers.

Dozens of lawyers of Beijing Anbo Chengdu Law Firm have been bestowed upon many honors and titles, such as the National Excellent Lawyers, the Outstanding Communist Party Members in the National Lawyer Profession, the Excellent Lawyers of Sichuan Province, the Excellent Young Lawyers of Sichuan Province, the Excellent Lawyers of Chengdu Municipality, the Advanced Individuals in the Provincial Judicial Administration System, Top Ten Legal Figures in Sichuan Province, and Chengdu Golden Panda Talents, and thus acquired the highly praise from the judicial administration department.

Beijing Anbo Chengdu Law Firm not only delivers an excellent legal service performance but also pro-actively practices those social welfare values of accountability and sincerity. The Firm has been pro-actively practicing on-line public welfare law popularization to improve the legal literacy of netizen by jointly launching a series of law popularization columns with news media organization, such as Working Together to Overcome Temporary Difficulties and Upholding the Rule of Law with the Sichuan Branch of Xinhua News Agency, Legal Issues on Housing with Tencent Chengdu Station, Decryption and Rights Protection" with Sohu Chengdu Station, and on-line Micro-class on Rule by Law with Guixi Street. Actively practice on-line public welfare law to improve the legal literacy of netizen. The Firm has teamed up with Rangtang County of Aba Prefecture to continue carrying out the law lectures in Tibetan areas to help improve the ability of law-based governance and the level of jurisprudence in Tibetan areas. It has taken the initiative in undertaking legal aid obligations and participating in various legal volunteer services help eligible groups pursue and achieve both fairness and justice.

CORE LEGAL PRACTICES 02

"Beijing Anbo Chengdu Law Firm has established a legal business ecosystem with the government, real estate, finance and intellectual property businesses as its core, regarded the highly integrated development departments as internal resources, such as real estate group, non-litigation case group, litigation case group and intellectual property group; simultaneously, it pro-actively integrates its external resources: Anbo Chengdu has established the close and stable partnerships and business ties with CPC Party and government organizations, financial institutions, relevant governmental departments, mainstream media (Such as Tencent, Sohu, PhoenixNet, Xinhua News Agency and West China Metropolis Daily), and colleges and universities to provide clients with comprehensive, feasible and constructive solutions."

Legal Practices Concerning Government

Provide CPC Party Committees, governments and their departments at all levels with professional legal services, including the major administrative decisions, the normative document formulation, the supervision over administrative law enforcement, the administrative reconsideration, the administrative litigation, the public policy formulation, the social stability risk assessment, the government procurement, the legal services regarding investment attraction, governmental contract review, etc.

Legal Practices Concerning Real Estate

Provide legal counsel for real estate enterprises (Including consultancy advice, contract review, instrument drafting, legal argumentation, legal training, labor system improvement, dispute pre-treatment, etc.), and provide the specific legal services for the development projects, real estate mergers and acquisitions, reorganization, liquidation projects, etc., by real estate enterprises; represent real estate enterprises to settle those disputes arising from the land and housing expropriation (Demolition and relocation), the construction contract on construction projects, the housing purchase and sales contract, the housing lease contract, etc.

Legal Practices Concerning Bankruptcy

Provide either enterprises or individuals with the special legal services for bankruptcy planning, pre-reorganization, bankruptcy restructuring, bankruptcy liquidation and other businesses; provide the special legal services for creditors to protect their rights in the bankruptcy proceedings; cooperate with stakeholders to provide the professional legal services, such as bankruptcy administrator.

Legal Practices Concerning Finance

Provide the legal services for establishment of financial institutions, legal counsel services for financial institutions, legal services for the settlement and disposal of non-performing assets, legal services for the innovation in financial product, legal services for asset securitization, legal services for investment and loan linkage, financial Internet legal services, etc.

Anbo Chengdu provides the legal consultation services for banks throughout financing transactions, and review, modify and offer proposals on a series of legal texts on general credit, bilateral loans, syndicated loans, secured and unsecured loans.

Regarding the disposal of non-performing assets, Anbo Chengdu pro-actively explores and practices a new settlement and collection model by making use of its own resources to mobilize all the forces at our disposal. By virtue of the joint efforts from multiple systems, departments and teams, as well as the external public security, procuratorate and judiciary authorities when necessary, the Firm cracks down on malicious debt evasion, cooperates with multiple sides, and thus achieves good outcome in improving the efficiency and effectiveness of settlement and collection.

Corporate Counsel Business

Provide the perennial legal counsel service for enterprises (Including consultation, proposal, contract review, instrument drafting, legal argumentation, legal training, labor system improvement, dispute pre-treatment, corporate governance, etc.); provide the professional legal services for corporate investment and acquisition, equity incentive, equity financing, due diligence, scientific and technological achievement transformation, etc.; provide litigation / arbitration representation services for various disputes arising from the establishment, operation and liquidation of enterprises, including equity disputes, contract disputes, financial loan disputes, private loan disputes, labor and human resource disputes, investment disputes, property execution, and other cases.

Legal Practices Concerning Intellectual Property

Provide the legal services regarding corporate trademarks, copyrights, patents and other intellectual property rights and trade secrets, including the trademark registration agency, the work registration agency, and the establishment and improvement in trade secret protection system, trademark management system and enterprise employee invention system and other legal services; provide the professional legal services regarding intellectual property investment and financing, scientific and technological achievement transformation, film and television work, brokerage company, etc.; represent various intellectual property litigation, arbitration and other relevant cases.

Legal Practices Concerning Litigation

Provide the professional representation services for various civil, commercial, criminal and administrative litigation as well as arbitration cases, especially proficient in addressing cases with great controversy. These services include representing clients in the litigation, arbitration, conciliation and other dispute resolution procedures as well as the analysis and strategic research on complex and difficult cases, representing clients in the conciliation negotiation during the litigation, representing clients in executing judgments, awards and other kinds of effective legal instruments in courts at all levels, evaluating and judging the risks in criminal cases and against criminal liability arising from clients' business activities, and so on. Anbo Chengdu has represented a total of over 3,000 cases of various types, including nearly 150 cases with their litigation subjects more than CNY 10 million yuan; many of its lawyers have served as judge or prosecutor in the judicial authorities, and some of them have accumulated more than 10 years of experience in arbitration and litigation representation businesses.

03 ANBO HONOUR

Demonstrative Unit Working Committee for Non-public Economic and Social Organizations under Sichuan Provincial Committee of the Communist Party of China	**Provincial Demonstrative Site** CPC Party Committee of Department of ustice of Sichuan Province
Advanced Party Branch Political and Legal Affairs Committee under Sichuan Provincial CPC Party Committee	**Chengdu Pioneer** Organization Department of Chengdu Municipal CPC Party Committee
2019-2020 **The Excellent Law Firm in Chengdu Municipality** Chengdu Lawyers Association	2016-2019 **The Excellent Law Firm in High-tech Zone** High-tech Zone Branch of Chengdu Lawyers Association
One of the Top 10 Classic Cases on Public Welfare Legal Services Sichuan Provincial Lawyer Profession	**Advanced Party Organization at the Grass-roots Level** CPC Party Committee of Chengdu Lawyers Association
"Advanced Party Organization" In Sichuan Provincial Lawyer Profession Working Committee for Non-public Economic and Social Organizations under Sichuan Provincial Committee of the Communist Party of China CPC Party Committee of Department of Justice of Sichuan Province	**Advanced Party Organization at the Grass-roots Level** CPC Party Committee of Sichuan Lawyers Association
Advanced Collective CPC Party Committee of Sichuan Provincial Lawyer Profession	2021 **Advanced Unit for Pluralistic Co-governance** CPC Party Committee of Yueyahu Community, Guixi Sub-district, Chengdu High-tech Industrial Development Zone Residential Committee of Yueyahu Community, Guixi Sub-district, Chengdu High-tech Industrial Development Zone

Governmental Legal Service Clients (Part):

Sichuan Provincial CPC Party Committee	Sichuan Provincial People's Government	Political and Legal Affairs Committee under Sichuan Provincial CPC Party Committee
Jinjiang Prison in Sichuan Province	Sichuan Provincial Consumer Protection Commissio	Organization Department of Chengdu Municipal CPC Party

Financial Legal Service Clients (Part):

Sichuan Branch of Agricultural Bank of China Co., Ltd.	Sichuan Branch of China Development Bank	Chengdu Rural Commercial Bank
China Merchants Bank Co., Ltd.	Hengfeng Bank Co., Ltd.	Huaxia Bank Co., Ltd.

Legal Service Clients in Real Estate Industry (Part):

Sichuan Xiwei Youpin Real Estate Development Co., Ltd.	Sichuan Yinhe Construction Engineering Co., Ltd.	Sichuan Dasheng Construction Engineering Co., Ltd.
Chengdu Yinli Properties Co., Ltd.	Chengdu Third Construction Engineering of CDCEG	Xinjin Branch of CDCEG

Corporate Legal Counsel Clients (Part):

Sichuan Liquor Group Co., Ltd.	Tianfu Management (Group) Co., Ltd.	China Railway Materials Chengdu Co., Ltd.
Sichuan Benxing Construction Group Co., Ltd.	Central Nuclear Sanxin Construction Co., Ltd.	Zhuorui Medical Consultancy (Chengdu) Co., Ltd.

Legal Service Clients Concerning Bankruptcy(Part):

Bankruptcy reorganization project for Sichuan Zhenyue Properties Co., Ltd.	Bankruptcy liquidation project for Sichuan Chengan-Chongqing Expressway Co., Ltd.	Bankruptcy reorganization project for Meishan
Bankruptcy reorganization project for Bazhong	Bankruptcy reorganization project for Sichuan Zhuoxu Properties	Bankruptcy liquidation project for Sichuan Mingkun

BUSINESS PARTNER 04

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BEIJING

ANBO

CHENGDU LAW FIRM

BEIJING ANBO CHENGDU LAW FIRM

高级合伙人 余思源团队

损害公司利益纠纷

损害公司利益纠纷是众多公司相关纠纷的案由之一，由于通常被起诉对象都是公司内部实际经营管理者，原告方很难实际获取被告方侵害公司利益的相关证据，所以通常此类案件大多以原告败诉告终。在本案中，本所代理的原告最终获得了胜诉判决。

基本案情：

某公司小股东利用担任该公司经理职位及法定代表人的身份独自控制了公司相关证章资料、公账账户等。

在该行为后被公司发现后，要求该小股东及时向公司归还一切由他之前掌管的公司证章材料等，小股东均不予理睬反而继续侵害公司利益。

公司无奈只能委托律师团队，根据本案具体情况制定出诉讼策略后，先行向其发起证照返还之诉，待证章返还强制执行完毕后，便立即提起损害公司利益责任之诉。

本案难点：

本案的难点还是在原告主张的损害公司利益的证据大部分是原始凭证和银行流水，该类举证难度极多和繁琐，实践上举证确实也很有困难。而被告即该小股东学历是博士，防范意识自始就较强，假借第三人之手对公司利益进行侵占，手段非常隐蔽。

斟酌后，我们代理律师为了更加清晰明了完成举证，把证据化繁为简，以制作成具体表格的形式将公司受到的损失进行了详细的列举。同时，将共同侵害公司利益的案外人列为了本案第三人，希望通过将第三人作为诉讼参与人，通过增加第三人的诉讼负担，能在第三人不配合原告及原告无法举证的方面填补这个空白，便于更好地查清被告通过假借第三人之手完成向被告转移非法利益之真相，及完成举证。

律师建议：

代理此类案件，不仅需要查看所有细节、相关的文件材料，细抠银行明细账，同时要将这些繁冗数据做出EXCEL表格的形式，有利于法庭迅速消化和理解，有助于推动本案的顺利审理。法庭直观地理解这些数据的意义，同时通过原告的举证去成功地说服法庭采纳了原告的主要观点，最后为委托人获得了和被告之间的彻底的纠纷解决。本案被告的服判，有利于公司能进行正常的经营活动，不至于深陷股东纠纷和经营僵局。因此该判决也起到了良好的效果，同时在该系列股东纠纷引发的连环诉讼下，相信在公司治理结构上委托人公司也能通过本案得到很多教训得失。

余思源律师 15756318338

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高级合伙人 何美儒团队

诉讼、仲裁前合理设置追索路径

基本案情：

A公司对B信托公司逾期支付标的额30亿元，届时，B信托公司的债权仅有某自然人持有的非上市公司股权质押担保且未设置提前宣布到期的条款。

北京安博（成都）律师事务所接受代理后，何美儒律师通过帮助B信托公司设计追索的路径，与A公司谈判并签订相关协议，奠定追索基础，其后又通过在成都仲裁机构提起仲裁，在异地申请冻结了债务人持有的某上市公司股份，查封冻结总额债权金额，迫使该公司分期偿还债务30亿元。

诉中合理利用保全、刑事、鉴定程序的经典案例

基本案情：

A公司起诉B上市公司偿还借款4000余万元，在一审开庭后B公司才委托北京安博（成都）律师事务所代理B公司参与诉讼，何美儒查阅卷宗信息后发现A、B公司在履行《借款合同》中存在多处疑问，其中借款证据与约定利率不符、合同中重要信息手写、借款情况未对外公示（B为上市公司，依据《公司法》规定，日常经营情况，财务状况需要对外定期发布公告，特别是融资借款行为更会影响到广大股民的利益）等多处漏洞。

综合判断时任法定代表人与实际控制人相互串通损害上市公司利益，经与B公司商议确定后，对该时段法定代表人及实控人进行刑事报案，在经过一审、二审（发回重审），再次开庭一审、二审后，最终法院驳回A公司所有诉讼请求，并承担诉讼费、鉴定费几十万元，避免了B上市公司承担4000余万元的还款义务。

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高级合伙人 曾丹团队

公司做担保是否一定有效？

基本案情：

星际公司将X工程承包给自然人小来，并要求小来提供借款，用于修建X工程，同时要求贝果公司作为保证人对前述借款承担担保责任，向星际公司出具担保函。因自然人小来未按照合同约定进行还款等原因，星际公司向自然人小来以及贝果公司提起诉讼，要求贝果公司承担连带担保责任。

曾丹律师在接受到贝果公司的委托后，经过沟通，了解贝果公司的诉求后，通过证据的梳理，论证，律师发现贝果公司出具的担保函不属于保证合同，系意向性约定，主要原因系：贝果公司出具的担保函不具有从属性，在担保函出具的时候主债权并没有成立，担保函缺少债务人履行债务的期限，保证担保的范围，保证的期间等保证合同必备的成立要件。另出具担保函缺少贝果公司股东会决议。上述意见被法院采纳后，最终贝果公司无需承担相应的担保责任。

律师建议：

公司作为担保提供方（1）需评估对外担保的风险（2）明确对外担保的合法性，合规性，确认是否有限制条件，是否设置了关联担保，上市公司担保，同时公司也需完善公司内部的管理大纲——章程，可以有效避免无权担保，越权担保，保证公司管理合法合规。

公司作为担保接收方，需以对担保相关法律规定以及担保方公司章程的审查与解上进行合理审查，避免担保方无权代表。

关键在于对担保方公司决议进行“合理审查”，从而避免因担保方无权代表或越权代表被认定为“恶意”而致使担保合同无效。

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高级合伙人 钱力团队

坏账、死账清收经典案例

基本案情：

关于A公司与B公司建设工程施工合同纠纷一案。2015年A公司将B公司诉至法院，法院判决B公司向A公司支付工程款以及利息。取得前述判决后，A公司立即向法院申请强制执行，因B公司修建的工程为高尔夫球场，且工程所占的土地为B公司租用的农村承包地，前述土地及在建工程无法强制执行，B公司又无其他财产可供执行，法院最终只能裁定终止本次执行。自2015年起至2020年本所代理前，A公司前述债权未获得任何清偿。

北京安博（成都）律师事务所钱力律师代理后发现：B公司的性质为一人有限责任公司，其唯一股东为C公司，而C公司名下有大量房产等资产，故本所代理A公司申请法院将C公司追加为了前述案件的被执行人，并对前述B公司的债务承担连带责任。最终A公司1000多万元的债权获得全部清偿。

一般而言，股东以其出资为限对公司债务承担有限责任。但对于一人有限责任公司而言，根据《公司法》第六十三条：“一人有限责任公司的股东不能证明公司财产独立于股东自己的财产的，应当对公司债务承担连带责任”规定，一人公司若不能举证证明股东财产与公司财产独立，则股东需对公司债务承担连带责任。至于股东如何举证证明其财产与公司财产独立，根据《公司法》第六十二条：“一人有限责任公司应当在每一会计年度终了时编制财务会计报告，并经会计师事务所审计”规定，股东应当举示一人公司每年的审计报告以降低承担连带责任的法律风险。

律师建议：

对于企业而言，为规避前述法律风险建议尽可能不设立一人有限责任公司，即便设立一人公司也应当每年进行审计。

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高级合伙人 王亮团队

借名买房经典案例

基本案情：

关于张某与马某房屋买卖合同纠纷一案。2011年，张某与马某签订了《房屋买卖合同》，约定张某购买马某的房屋，总价款为110万元，同时约定因张某无购房资质，若无法办理登记，张某可以将房屋另行出售，出售给他人后若需要办理过户或公证手续，马某应无条件配合，之后张某付给马某定金6万元、购房款30万元后，马某认为因张某无法办理产权过户，造成合同目的不能实现，诉至法院要求解除协议，法院审理后以签订规避房屋限购政策的合同违反了《中华人民共和国合同法》第七条的规定，扰乱了社会经济秩序，判决解除。

律师建议：

尽量不要以朋友名义购买房屋，为保护自己的财产安全及能够取得购买房屋所有权，建议取得相关购房资格后再进行房产购买或避开限购区域购房。如果你一定以朋友名义购房的，建议：

①应当以书面形式明确约定以朋友名义买房(代持房屋)的内容及违约金;

②在合同中约定自房屋交付之日起占有、使用(钥匙保管)、处分房屋的权利，同时自交付时也应实际占用使用该房屋;

③如通过转账给朋友，再由朋友交付相关购房款的，每一笔购房款转账给朋友时应当明确款项用途，并留下书面凭证;不能由朋友支付购房款部分或全部，发生权属纠纷，该情形容被认定为双方共同购买或朋友向你借款购房;

④保留你实际出资的购房款的票据、银行回单、转账记录，以及负担相关使用费(如水电气、物业费等)，取得相关收益(如租金)的凭证。

王亮律师 13060069299

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主任 陈籽行团队

被冒名登记为股东的经典案例

基本案情：

姚某有天接到法院的传票，作为某公司股东被起诉，被要求承担130万元的股东出资责任和1000万元的连带赔偿责任。但姚某从来没有与谁合作成立公司，难道要无辜承担这天降债务？

姚某在律师的帮助下回忆到曾经向赵某出借过身份证，但并未与赵某成立公司。律师进一步调取公司资料，发现公司成立的全部文件中关于姚某签名都不是本人签署，且姚某没有向公司出资，也从未参与过公司的经营、决策、管理、分红、会议，从未与A公司有资金往来，这是被冒名登记为公司股东了。调查清楚之后，律师接受姚某委托，另案提起诉讼请求法院确认姚某不是公司的股东，最终获得了法院的支持，成功帮助姚某解除债务危机。

法律分析：

根据《最高人民法院关于适用〈中华人民共和国公司法〉若干问题的规定（三）》第28条：“冒用他人名义出资并将该他人作为股东在公司登记机关登记的，冒名登记行为人应当承担相应责任；公司、其他股东或者公司债权人以未履行出资义务为由，请求被冒名登记股东的承担补足出资责任或者对公司债务不能清偿部分的赔偿责任的，人民法院不予支持”的规定，被冒名登记者并非公司股东，不具有公司股东资格，亦不用承担股东责任。

律师建议：

目前公司注册资本采用认缴制，注册资本500万、1000万都是认缴，但认缴并不代表不需要出资，在公司不能对外清偿债务时，债权人有权要求股东在认缴出资范围承担责任，所以被冒名登记为股东有巨大的债务风险。平时应当妥善保存身份证件等重要资料，如果发现身份证件遗失应当第一时间报警挂失并登报。在发现个人信息被冒名登记时，应积极收集相关证据向法院提起诉讼，可以收集的证据包括：身份证挂失记录、公司工商资料、公司注册登记文件的笔迹鉴定、公司账户明细等等，用于证明未实际参与公司设立和经营、未实际出资等不满足股东资格的实质要件。

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01 ANBO 安博简介

北京市安博律师事务所目前在上海、广州、杭州、成都、天津、包头、合肥、郑州等地设有分所，目前全国拥有60名合伙人，300多名专业律师，致力于为各类中外客户提供全方位的法律解决方案。

北京安博（成都）律师事务所于2014年9月经四川省司法厅批准设立并在成都中央商务区拥有独立产权办公室，位于成都市高新区天府一街535号两江国际B栋3层，是一家全面实行公司化运营管理的律师事务所。北京安博（成都）律师事务所建立了以党建文化、法治文化、公益文化为核心企业文化，擅长于整合资源和创新研究，创造与众不同的法律服务价值与体验。

北京安博（成都）律师事务所拥有资深的业界精英、卓越的服务业绩、丰富的行业经验、广泛的社会资源。安博成都律师先后受聘担任四川省委省政府、四川省政法委、成都市委组织部、成都市政府、眉山市政府、南充市政府、巴中市政府、泸州市政府、阿坝州政府、甘孜州政府、成都高新区党工委管委会、成都市委城乡社区发展治理员会、四川省金堂监狱等二十余家党政机关法律顾问，获得党委政府的充分信赖；安博成都先后为国家开发银行四川省分行、中国农业银行四川省分行、天府银行、恒丰银行、成都农商银行、天津银行、招商银行、达州银行等二十余家金融机构提供诉讼与非诉讼法律服务，成功案件多次被最高人民法院机关刊物《人民司法》列为指导性案例。

北京安博（成都）律师事务所数十名律师前后担任过党代表、人大代表、四川省律师协会副会长、省青联委员、公司业务专业委员会委员、破产法律事务专业委员会委员、律所管理和发展委员会委员、消费者权益保护专业委员会主任、金融证券专业委员会委员、环境与资源法专业委员会委员等社会职务，获得社会各界、同行的广泛认可。

北京安博（成都）律师事务所数十名律师被评为全国优秀律师、全国律师行业优秀共产党员、四川省优秀律师、四川省优秀青年律师、成都市优秀律师、全省司法行政系统先进个人、四川省十大法治人物、成都金熊猫人才等荣誉，获得到了司法行政部门的高度评价。

北京安博（成都）律师事务所不仅拥有卓越法律服务业绩，同时积极践行有担当有温度的社会公益价值观。北京安博（成都）律师事务所先后与新华社四川分社共同推出《共克时艰 法治同行》普法栏目、与腾讯成都站联合推出《谈房说法》普法栏目，与搜狐成都站联合推出《解密维权》普法栏目，与桂溪街道联合推出在线《法治微课堂》等，积极践行在线公益普法以提升网民的法律素养；北京安博（成都）律师事务所与阿坝州壤塘县结对持续开展送法进藏区行动，以助力藏区法治治理能力和法理水平提升；北京安博（成都）律师事务所主动承担法律援助义务和参加各类法律志愿者服务行动，帮助符合条件困难群体追求和实现公平正义。

一直以来，北京安博（成都）律师事务所非常支持律师积极投身到各项社会公益活动，进一步强化律师的广阔视野和社会责任感，致力于培养具有极强专业能力、极高政治素养、极强社会责任感的新时代优秀律师，为法治中国建设贡献法治智慧和法治力量。

CORE LEGAL PRACTICES 02

核心法律业务

北京安博（成都）律师事务所已建立以政府法律业务、房地产法律业务、金融法律业务、知识产权法律业务为核心的法律业务生态体系，以房产组、非诉组、诉讼组、知识产权组等高度融合发展的工作部门为内部资源，同时积极整合外部资源：安博成都与党政机关、金融机构、政府相关部门、主流媒体（如腾讯网、搜狐网、凤凰网、新华社及华西都市报等媒体)及大专院校均建立了密切、稳定的合作关系和业务联系，为客户提供全方位的、可操作性的、且具有建设性的解决方案。

政府法律业务

为各级党委政府及其部门提供专业化的法律服务，包括重大行政决定、制定规范性文件、行政执法监督、行政复议、行政诉讼、公共政策制定、社会稳定风险评估、政府采购、招商引资法律服务及政府合同审查等。

房地产法律业务

为房地产企业提供法律顾问（包括咨询建议、合同审查、文书起草、法律论证、法律培训、劳动体系完善、纠纷预处理等等），为房地产企业的开发项目、房地产并购、重组、清算项目等专项法律服务；代理房地产企业处理土地房屋征收（拆迁）纠纷、建设工程施工合同纠纷、房屋买卖合同纠纷及房屋租赁合同纠纷等案件。

破产法律业务

为企业或个人提供破产筹划、预重整、破产重组、破产清算等业务提供专项法律服务，为债权人在破产程序中债权保护提供专项法律服务，合作提供破产管理人等专业法律服务。

金融法律业务

为金融机构设立法律服务、金融机构法律顾问服务、不良资产清收与处置法律服务、金融产品创新法律论证法律服务、资产证券化法律服务、投贷联动法律服务及金融互联网法律服务等。

安博成都为银行在融资交易过程中提供全程法律咨询服务，为银行一般性信贷、双边贷款、银团贷款、有担保和无担保贷款业务中一系列的法律文本进行审核、修改、建议。

对于不良资产的处置，安博成都积极探索并实践新的清收模式，利用自身资源，调动一切可以调动的力量，通过多系统、多部门、多团队的合力清收手段，必要时通过外部的公、检、法机关，打击恶意逃废债务行为，多方配合，在提高清收效率和效益方面取得了良好的效果。

企业法律顾问业务

为企业提供常年法律顾问服务（包括咨询建议、合同审查、文书起草、法律论证、法律培训、劳动体系完善、纠纷预处理、公司治理等等）；为企业投资并购、股权激励、股权融资、尽职调查、科技成果转化等项目提供专项法律服务；为企业设立、经营和清算过程中的各类纠纷提供诉讼/仲裁代理服务，包括股权纠纷、合同纠纷、金融贷款纠纷、民间借款纠纷、劳动人事纠纷、投资纠纷、财产执行等各类案件。

知识产权法律业务

为企业商标、版权、专利等知识产权和商业秘密等提供法律服务，包括代理注册商标、代理作品登记、建立健全商业移密保护体系、建立健全商标管理体系、建立健全职务发明体系等法律服务；以及为知识产权投资融资、科技成果转化、影视作品、经纪公司等提供专项法律服务；代理各类知识产权诉讼、仲裁案件等。

诉讼法律业务

为各类民事、商事、刑事、行政诉讼和仲裁案件提供专业代理，尤其擅长处理重大争议案件。具体包括代理客户参加诉讼、代理客户参与仲裁、调解及其它争议解决程序、复杂疑难案件的分析及策略研究、代理客户进行诉讼中的和解谈判、代理客户在各级法院进行判决的执行、裁决的执行和其它生效法律文书的执行、对客户在商务活动中引发的刑事案件及刑事责任进行风险评判等。安博成都共代理各类案件近3000余件，其中诉讼标的1000万元以上的案件近150余件；多名律师曾在司法机关担任法官或检察官，有部分律师已有十年以上参与仲裁及诉讼代理业务的经验。

03 HONOUR 安博荣誉

四川省社会组织党建工作
示范单位

授予北京安博（成都）律师事务所党支部
四川省律师行业党的建设工作
省级示范点

授予北京安博（成都）律师事务所党支部
先进党支部

授予北京安博（成都）律师事务所
成都市第三批
蓉城先锋

授予北京安博（成都）律师事务所
2019—2020年度
成都市优秀律师事务所
成都市律师协会

授予北京安博（成都）律师事务所
2016—2019年度
高新区优秀律师事务所

授予北京安博（成都）律师事务所
《<共克时艰 法治同行>抗击疫情互联网公益普法栏目》
公益法律服务十佳典型案例

授予北京安博（成都）律师事务所党支部
先进基层党组织

授予北京安博（成都）律师事务所支部委员会
四川省律师行业'先进党组织'

授予北京安博（成都）律师事务所党支部
先进基层党组织

授予北京安博（成都）律师事务所
先进集体

授予北京安博（成都）律师事务所
2021年度
多元共治先进单位

政府法律服务客户(部分)

中共四川省委员会	四川省人民政府	中共四川省委政法委员会
四川省金堂监狱	四川省保护消费者权益委员会	中共成都市委组织部

金融法律业务客户(部分)

中国农业银行股份有限公司四川省分行	国家开发银行四川省分行	成都农商银行
招商银行股份有限公司	恒丰银行股份有限公司	华夏银行股份有限公司

房地产与建工法律业务客户(部分)

四川鑫威优品房地产开发有限公司	四川省银和建设工程有限公司	四川大盛建设工程有限公司
成都引力置业有限公司	成都建工第三建筑工程有限公司	成都建工集团有限公司新津分公司

企业法律顾问客户(部分)

四川省酒业集团有限责任公司	天府管理（集团）有限公司	中国铁路物资成都有限公司
四川本兴建设集团有限公司	中核三鑫建设工程有限公司	卓睿医药咨询(成都)有限公司

破产法律业务客户(部分)

四川振越置业有限公司破产重整项目	四川成安渝高速公路有限公司破产清算项目	眉山市奥新能源技术有限公司破产重整项目
巴中置信投资有限公司破产重整项目	四川卓旭置业有限公司破产重整项目	四川明坤建材有限责任公司破产清算项目

BUSINESS PARTNER 04

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