
Subject: Re: Wang v IBM Settlement

From: Chuan Wang (chuanwang@yahoo.com)

To: tpomarole@peabodyarnold.com;

Cc: PCronin@peabodyarnold.com;

Date: Monday, February 22, 2016 9:49 AM

Mr. Pomarole:

What do you mean "offer"? Are you proposing another agreement? How can you advise your client "to back out of" the agreement that the trial court's decision is based on and the Appeals Court affirmed, and propose another?

As I understand the agreement, on your side your clients need to pay the settlement amount; on my side I need to waive my right for appeal; then all parties have obligations according to the agreed terms.

If your clients honor the agreement and pay the settlement amount as agreed, I will honor the agreement with the full terms and waive my appeal right for the NY district court decision. If your clients refuse to honor the agreement, I will have no obligation to honor the terms set forth in said agreement, and still have my right for appeal right under the law.

Regards,

Chuan Wang

From: Timothy M. Pomarole <tpomarole@peabodyarnold.com>
To: Chuan Wang <chuanwang@yahoo.com>
Cc: Philip M. Cronin <PCronin@peabodyarnold.com>
Sent: Friday, February 19, 2016 11:26 AM
Subject: RE: Wang v IBM Settlement

Dear Mr. Wang:

I think you have things backwards. You were the one who breached the agreement. You did not dismiss the three pending lawsuits as you had agreed (and which was a precondition to payment under the settlement agreement), but instead continued to press them. In fact, you continued to litigate the two federal cases even after the decision by the Massachusetts Appeals Court. Your breach caused my clients to incur thousands of dollars in expenses, far in excess of \$17,500. You are liable to my clients for these damages. Nevertheless, in an effort to put this matter to an end, as stated in my second 2/12/16 e-mail, I have conveyed an offer of \$5,000 in exchange for appropriate releases and stipulations of dismissal.

Please tell me your response to the \$5,000 settlement offer. Thank you.

Tim Pomarole

From: Chuan Wang [mailto:chuanwang@yahoo.com]
Sent: Monday, February 15, 2016 4:37 PM
To: Timothy M. Pomarole
Cc: Philip M. Cronin
Subject: Re: Wang v IBM Settlement

Dear Mr. Pomarole:

I have reviewed your pleadings filed in the court. Here are some I cited below:

there is no question that the parties agreed on the material terms of settlement and agreed to report the case as settled to the Court.

The e-mail exchange of June 3, 2013 sufficed to create a binding agreement between the parties.

the Plaintiff should be held to his agreement that the parties would settle this litigation and report the case as settled to the Court.

parties have reached an agreement to settle and have agreed to report the case as settled to the Court.

the parties' e-mail exchanges on June 3, 2013 demonstrate both the parties' agreement to settle the case, as well as their agreement to report the case as settled to the trial court.

And in your brief for 2013-P-1726, you concluded, "The Superior Court's determination that the parties agreed to settle and report the case as settled", and parties should not be "allowed to back out of their agreements".

As I understand your emails, you are now advising your client "to back out of their agreements" that determined by both the Superior Court and Appeals Court, and said agreement entered by the parties has no "binding" effect.

Regards,

Chuan Wang

From: Timothy M. Pomarole <tpomarole@peabodyarnold.com>
To: Chuan Wang <chuanwang@yahoo.com>
Cc: Philip M. Cronin <PCronin@peabodyarnold.com>
Sent: Friday, February 12, 2016 10:37 AM
Subject: RE: Wang v IBM Settlement

Dear Mr. Wang:

I have spoken with my clients. I will have a response to you later today. Thank you.

Tim Pomarole

From: Chuan Wang [<mailto:chuanwang@yahoo.com>]
Sent: Wednesday, February 10, 2016 9:11 AM
To: Timothy M. Pomarole
Cc: Philip M. Cronin
Subject: Re: Wang v IBM Settlement

Dear Mr. Pomarole:

Could let me know if your client still agree to honer the agreement executed by all the parties, or not at least 4 days before the deadline for Notice of Appeal?

Regards,

Chuan Wang

From: Chuan Wang <chuanwang@yahoo.com>
To: Timothy M. Pomarole <tpomarole@peabodyarnold.com>
Cc: "pcronin@peabodyarnold.com" <pcronin@peabodyarnold.com>
Sent: Monday, February 1, 2016 10:05 AM
Subject: Re: Wang v IBM Settlement

Dear Mr. Pomarole:

Could let me know if your client still agree to honer the agreement executed by all the parties, or not ASAP?

Regards,

Chuan Wang

From: Timothy M. Pomarole <tpomarole@peabodyarnold.com>
To: Chuan Wang <chuanwang@yahoo.com>
Sent: Tuesday, January 26, 2016 10:07 AM
Subject: RE: Wang v IBM Settlement

Mr. Wang, thank you for your e-mail. I will reach out to my clients and get back to you. Thanks.

Tim Pomarole

From: Chuan Wang [<mailto:chuanwang@yahoo.com>]
Sent: Friday, January 22, 2016 9:54 AM
To: Timothy M. Pomarole
Subject: Fw: Wang v IBM Settlement

----- Forwarded Message -----

From: Chuan Wang <chuanwang@yahoo.com>
To: Chuan Wang <chuanwang@yahoo.com>
Cc: "pcronin@peabodyarnold.com" <pcronin@peabodyarnold.com>
Sent: Friday, January 22, 2016 9:20 AM
Subject: Wang v IBM Settlement

Dear Mr. Pomarole:

On October 5, 2015, the Supreme Court of the United States denied my Writ of Certiorari (14-1423) to Massachusetts Appeals Court (FAR-22917, 2013-P-1726, 2011-P-1706). Pursuant to the opinion and decision of 2013-P-1726, the settlement agreement signed by all the parties, as attached, shall be effective and enforceable.

According to our settlement agreement, I am writing to request the payment of \$17,500 for the agreed consideration. I assumed that there is no more paper works that I need to file or executed for this matter. In case, there is any document or paper work that I need to sign or file, please provide me such documents and the instructions to do so.

Regards,

Chuan Wang

From: Chuan Wang <chuanwang@yahoo.com>
To: Timothy M. Pomarole <tpomarole@peabodyarnold.com>
Sent: Monday, June 3, 2013 10:08 AM
Subject: Re: FW: Settlement Offer

Yes, I agree to the settlement terms proposed in the settlement agreement.

As to the settlement payment, it should be paid not in term wages that will entitle me for claim unemployment benefit. In other words, it should be paid in term of 1099 instead of W2. I understand that I will be responsible to pay all taxes for the payment.

Chuan

--- On **Mon, 6/3/13**, Timothy M. Pomarole <tpomarole@peabodyarnold.com> wrote:

| From: Timothy M. Pomarole <tpomarole@peabodyarnold.com>

Subject: FW: Settlement Offer
To: "Chuan Wang" <chuanwang@yahoo.com>
Cc: "Philip M. Cronin" <PCronin@peabodyarnold.com>
Date: Monday, June 3, 2013, 9:50 AM

Dear Chuan:

Thank you for speaking with me this morning. I am writing to confirm my understanding that you agree to the settlement terms proposed in the settlement agreement attached to the May 8, 2013 e-mail below.

Please confirm that my understanding is correct, and I will contact the clerk's office and let them know that we have reached a settlement and would prefer to not come in today. I will let you know what the clerk's office says. I will draft stipulations of dismissal for the pending cases and send them to you.

Thanks very much, and have a good morning.
Regards,
Tim

From: Timothy M. Pomarole
Sent: Wednesday, May 08, 2013 5:47 PM
To: 'Chuan Wang'
Cc: Philip M. Cronin
Subject: Settlement Offer

Dear Mr. Wang:

My clients are prepared to offer you \$17,500 to settle all claims and actions against Artech, IBM, and its officers/directors pursuant to the terms of the attached Settlement Agreement. I encourage you to consult with an attorney about this offer and the attached Agreement, but obviously that decision is yours to make. Please let me know within twenty-one days whether you agree to the proposed settlement and the attached Agreement.

Thanks, and have a good evening.

Regards,

Tim Pomarole

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