

EXHIBIT 95

Alexandria Division

1. I respectfully submit this Declaration at the request of Plaintiff Blue Flame Medical LLC (“Blue Flame”). I make the statements herein based on my own personal knowledge.
2. I am providing this Declaration because I have personal knowledge of details concerning Blue Flame’s ability to supply personal protective equipment (“PPE”),

including the N95 masks that California agreed to purchase from Blue Flame, and which Great Health Companion Group (“GHC”) agreed to supply for Blue Flame, in March 2020.

Background

3. I am a citizen of the United States of America with residences in Pasadena, California, and Hangzhou, China.

4. I am the Founder, Chairman, and Chief Executive Officer of GHC. GHC was established in 2013 and provides PPE, healthcare services, devices, diagnostics, and pharmaceuticals to over 350 tier 3A hospitals across China¹. GHC also serves as a Third Party Administrator to over 10 million members of major Chinese insurers.

5. I am also the Chief Executive Officer of Hakim Unique Group (“HUG”), which was founded in 2006 with headquarters in Hangzhou, China. HUG is a conglomerate that includes over 185 diverse companies around the globe, including ten that are publicly traded in China, with a combined market capitalization of over \$30 billion. HUG’s group of companies includes Strait Innovation Internet Co., Ltd. (“SII”), formerly known as Hakim Unique Internet Co., Ltd. (“HUI”), GHC’s corporate parent. SII (formerly HUI) has been publicly traded on the Shenzhen Stock Exchange (SZSE:300300) since March 2012 and is a hybrid Chinese state-owned enterprise (“SOE”).

6. Prior to being appointed Chief Executive Officer of HUG in March 2021, I had served as the Chief Executive Officer of Healthcare for HUG since November 2017.

7. Prior to joining HUG, I also founded and served as the Chief Executive Officer of

¹ Tier 3A hospitals are the highest-graded hospitals in China’s healthcare system, offering specialist care and/or comprehensive medical, teaching, and scientific research capabilities.

California Healthcom Group (“California Healthcom”), a private Los Angeles-based healthcare technology and management services company.

8. Prior to founding GHC and California Healthcom, I had work experience in the federal government. I also have served as a member of the Los Angeles County Information Systems Commission.

9. Prior to holding those positions, I attended the University of California, San Diego, and received a Bachelor’s Degree in 2009.

Travel Restrictions and Necessity of Declaration

10. I have been asked by counsel for both Blue Flame and Defendants to provide deposition testimony in this action. I am willing to do so, but have been unable to provide such testimony to date due to legal restrictions in China concerning depositions and travel, as well as my responsibilities for GHC and HUG.

11. Individuals located in China are not permitted to provide testimony in a deposition conducted by attorneys for use in foreign courts, including remote depositions.

12. Since March 2020, I have been unable to travel outside of China due to the COVID-19 pandemic, travel restrictions imposed by the Chinese government that require strict quarantining after international travel, and my responsibilities for GHC/HUG that I could not perform if I were required to undergo a mandatory quarantine upon reentry into China.

13. As soon as I am able to travel outside of China with lesser quarantine restrictions upon reentry, I am willing to do so to provide testimony in a deposition in this action. I also intend to testify at the trial of this action, if needed.

Relationship with Blue Flame

14. GHC began working with Blue Flame in March 2020 to supply PPE in connection with sales contracts entered into by Blue Flame with various purchasers, including the State of California.

15. I chose to work with Blue Flame because of my past personal friendship with Blue Flame's President, John Thomas, as well as my desire to utilize GHC's and HUG's relationships and access to PPE manufacturers in China to provide PPE to purchasers in the United States that desperately needed those supplies, including my home state of California.

16. Due to my trust and confidence in Mr. Thomas, Blue Flame has held preferred status with GHC since Blue Flame's inception. That preferred status enables Blue Flame to receive priority production and allocation as needed from manufacturers within GHC and HUG's supply and manufacturing networks.

17. Since March 2020, GHC has supplied PPE for numerous Blue Flame customers, including protective gowns, gloves, and face shields, and also has assisted with designing and supplying products for Blue Flame's DocHygiene brand of sanitizing products.

18. Since March 2020, GHC regularly provided Blue Flame with product catalogs for PPE items GHC could supply, including the brands, available inventory, monthly production capacity, and anticipated shipping dates. However, the monthly production capacities listed in those documents did not necessarily indicate the maximum possible production capacity from GHC and HUG's manufacturer networks, particularly for very large prepaid orders that could result in the allocation of additional production capacity.

After approximately April 2, 2020, GHC began posting those product catalogs through a secure portal on its website rather than distribute them by email due.

19. Upon request, GHC also provided specification sheets for the PPE products it could supply, including details regarding FDA, NIOSH, CE, or other certifications applicable to those particular products.

20. Due to the extremely competitive PPE marketplace in March and April 2020, it was imperative for purchasers wishing to secure PPE to provide proof of funds and pay in advance to the greatest extent possible. The more up-front payment a purchaser could provide, the more likely it was that the purchaser could secure allocations of future production capacity from PPE manufacturers.

Discussions with Blue Flame Concerning California's Order

21. I began discussing GHC's capacity to supply N95 masks to Blue Flame specifically in connection with its discussions with California on or about March 25, 2020 (Shanghai local time, which as of March 25, 2020 was 12 hours ahead of Eastern Daylight Time and 15 hours ahead of Pacific Daylight Time) through verbal discussions, text messages, and emails.

22. As of March 25, 2020, Mr. Thomas and Blue Flame's Chief Executive Officer, Mike Gula, had informed me that California wished to purchase approximately 100 million NIOSH certified N95 masks of specified models that were manufactured by Shanghai Dasheng, Makrite, and Guangzhou Harley.

23. At that time, GHC had the ability to obtain 100 million units of the N95 mask models specified by California as they were manufactured. I discussed GHC's ability to

supply those masks primarily with Mr. Thomas, though I spoke about that issue with Mr. Gula as well.

24. Due to the extreme demand for N95 masks in March 2020, I informed Mr. Thomas and Mr. Gula that Blue Flame would have to pay in advance for each tranche of masks to be delivered, and that additional production capacity could be secured and allocated with greater up-front payments.

25. While N95 production capacity was steadily increasing in China by late March 2020, because of the volatility of the market and the intense competition to secure production allocations, I informed Mr. Thomas that time was of the essence in “locking down” future N95 production capacity.

26. I initially informed Mr. Thomas on March 25, 2020 that GHC could supply approximately 30 million N95 masks of the models specified by California per month, but that I believed I may be able to lock down additional production capacity with up-front payment.

27. On behalf of GHC, on March 25, 2020, I entered a Product Reseller Agreement with Blue Flame specifying the general terms and conditions for Blue Flame’s purchases of PPE from GHC. That Product Reseller Agreement formalized GHC’s prior verbal agreement to supply PPE for Blue Flame.

28. On March 25, 2020, I confirmed to Mr. Thomas and Mr. Gula that GHC could commit to supply 30 million of the specified N95 masks per month, and that more could be obtained with a large purchasing commitment. However, I emphasized that Blue Flame urgently needed to confirm proof of funds and make payment because European

purchasers were moving to secure production allocations from the manufacturers of the masks California had requested. For that purpose, I provided wire instructions to Blue Flame for a United States affiliate of GHC, Wingar Industrial Inc., which had a United States bank account and which would allow GHC to make faster payment to manufacturers in China to secure the specified N95 masks.

29. On March 26, 2020, I confirmed to Mr. Gula that GHC could secure and provide 100 million N95 masks for California if Blue Flame could pay in advance for the entire order amount. Later that day, I confirmed that discussion with Mr. Thomas and committed to fight to secure as many N95 masks for Blue Flame as possible as quickly as possible.

30. On March 26, 2020, I sent an Order Confirmation prepared by my colleague at GHC to Mr. Gula for Blue Flame's purchase of 100 million units of N95 masks of the NIOSH-certified makes and models that I understood California had agreed to purchase from Blue Flame. The total purchase price was \$330 million, or \$3.30 per mask.

31. That Order Confirmation specified that 20 million masks would be supplied during the first month and 40 million masks would be supplied each of the following months, which GHC could commit to supply if Blue Flame prepaid \$66 million for the first month's production schedule, supplied proof of funds for the remaining months' production schedules, and paid in advance for each future month's production schedules.

32. GHC had the ability to, and would have, met its obligations under the Order Confirmation and Reseller Agreement to supply all 100 million masks to California over the three month schedule specified in the Order Confirmation at the price agreed (\$3.30

per mask). Further, based on the actual production lines of the N95 mask models listed in the Order Confirmation to which GHC had access, GHC may have been able to obtain and ship all 100 million masks within the agreed timeframe had Blue Flame been able to prepay for the entire order at that time.

33. Through the course of my discussions with Mr. Thomas, I also committed to Blue Flame that GHC could arrange for air shipping and trucking to the final destination for the masks, with all shipping costs to be borne by the customer.

34. I understood that Blue Flame and California wished for the masks to be shipped by air in tranches as often and as soon as the masks were available, and that Blue Flame and California were continuing to discuss shipping logistics for the order on March 26, 2020.

35. On March 27, 2020, Blue Flame informed me that while they had received a wire transfer from California for the purchase of the 100 million masks, Blue Flame's bank had returned those funds to California's bank. For that reason, the purchase I had discussed with Blue Flame and as reflected in the Order Confirmation I sent to Mr. Gula did not occur.

36. Because that purchase did not take place, Blue Flame was unable to secure the purchase of the N95 masks ordered by the State of California at a price of \$3.30 per mask.

37. If Blue Flame had been able to complete the planned prepayment for the 100 million N95 masks ordered by the State of California, GHC would have been able to secure and deliver those masks to the State of California within the timeframe I had

discussed with Blue Flame.

38. Blue Flame's inability to move forward with the purchase for California at that time was very harmful to Blue Flame's ability to secure N95 masks from GHC's manufacturing partners. In the weeks following March 26, it became increasingly difficult to lock down N95 production capacity due to demand for the masks and manufacturers' entry into contracts with purchasers, similar to those that GHC would have entered in connection with Blue Flame's order on behalf of California. GHC also suffered harm to its relationships with its manufacturing partners when it was not able to move forward with the order on behalf of Blue Flame.

China's Regulatory Measures Impacting PPE Exports

39. I notified Blue Flame in April 2020 that the Chinese government implemented regulatory measures that had the effect of restricting the export of N95 masks from China.

40. As I informed Mr. Thomas, had Blue Flame secured the order of 100 million N95 masks for California, those regulatory measures likely would not have impacted GHC's shipment of masks to California due to the relative size and importance of that order. In any event, even if those regulatory measures had impacted any shipments in connection with California's order, they only would have caused a temporary delay in shipment.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: Hangzhou, China
May 18, 2021


Henry Huang