

**FILED**  
LOS ANGELES SUPERIOR COURT

AUG 14 2013

JOHN A. CLARKE, CLERK  
*[Signature]*  
BY AMBER HAYES, DEPUTY

1 INCITE LAW GROUP  
2 Mark A. Vega (SBN 162621)  
3 [mark@incitelawgroup.com](mailto:mark@incitelawgroup.com)  
4 Mona Mahdara Alcalá (SBN 270384)  
5 [mona@incitelawgroup.com](mailto:mona@incitelawgroup.com)  
6 6427 West Sunset Boulevard  
7 Hollywood, CA 90028  
8 P (323) 306-3870; F (323) 306-3874

9 Attorneys for Plaintiff  
10 IRONRIDGE GLOBAL IV, LTD.

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES  
14 CENTRAL DISTRICT

15 IRONRIDGE GLOBAL IV, LTD.,

16 Plaintiff,

17 v.

18 L & L ENERGY, INC.,

19 Defendant.

Case No: ~~BC513589~~ **BC513859**

Assigned for All Purposes to:  
Hon. Michael Johnson

**FIRST AMENDED COMPLAINT**

Date: August 14, 2013  
Time: 8:30 am  
Dept: 56

Trial Date: None Set

20 Plaintiff, for its complaint against Defendant, alleges as follows:

21 1. Defendant is a publicly traded corporation that does business nationwide and has  
22 stock that publicly trades nationwide, including in Los Angeles, California.

23 2. Defendant owes Plaintiff an amount in excess of the jurisdictional minimum of this  
24 court, in excess of \$4,983,075 plus interest and allowable attorney fees, costs and expenses  
25 ("Claim Amount"), arising out of accounts purchased by Plaintiff from Defendant's creditors for  
26 legal services and other items.

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1 FIRST CAUSE OF ACTION

2 (Breach of Contract – Collections Case)

3 3. Plaintiff incorporates by reference paragraphs 1 through 2, inclusive, of this  
4 Complaint as if the same were fully set forth herein.

5 4. In July and August of 2013, Plaintiff entered into a Receivable Purchase  
6 Agreements (collectively, the “RPAs”) with the following creditors of Defendant (“Creditors”):  
7 (1) Cheung Chi Lung.; (2) Dickson V. Lee; and (3) Qian Hon. Pursuant to the RPAs, the  
8 Creditors sold, transferred and assigned to Plaintiff all rights to payment against Defendant.  
9 Accordingly, Plaintiff is the rightful owner of such obligations owed by Defendant, as represented  
10 by the purchased claims. A true and correct copy of the RPAs are attached hereto as Exhibit 1-3.

11 6. There is presently due and owing from Defendant to Plaintiff the full and entire  
12 Claim Amount, which Defendant did not pay to the Creditors and has not paid to Plaintiff.

13 7. As a direct and proximate result of Defendant’s failure to make payments owed,  
14 Defendant is indebted to Plaintiff in the Claim Amount, inclusive of pre-judgment interest and  
15 allowable costs and attorneys’ fees.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

1. For the full Claim Amount due, in excess of \$4,983,075
2. For pre-judgment interest on the Claim Amount, as allowed by law;
3. For reasonable attorneys' fees and expenses;
4. For allowable costs of suit; and
5. For such other and further relief as the Court deems just and proper.

DATED: August 14, 2013

INCITE LAW GROUP

By: 

Mark A. Vega  
Mona Mahdara Alcalá  
Attorneys for Plaintiff  
IRONRIDGE GLOBAL IV, LTD.

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**EXHIBIT 1**  
**RPA CHEUNG CHI LUNG**



**RECEIVABLE PURCHASE AGREEMENT**

This Receivable Purchase Agreement ("Agreement") is entered into effective as of the date of full execution ("Effective Date"), by and between Ironridge Global IV, Ltd. ("Purchaser"), and the creditor identified below ("Creditor"). Purchaser and Creditor (each, a "Party" and, together, the "Parties") agree as follows with respect to the outstanding debt owed to Creditor by the company named below ("Company"):

Company Name: L&L Energy, Inc.

Creditor Name: Cheung Chi Lung

Receivable Amount: \$ 107,500 (amount payable from Company to Creditor)

Documentation of Receivable (attach complete copies of pertinent documentation):

- Written contract(s) attached as Exhibit A
- Invoice(s) attached as Exhibit B

1. **Purchase and Sale.** Purchaser hereby purchases from Creditor, and Creditor hereby sells, transfers, conveys and assigns to Purchaser, for the consideration set forth herein, all right, title and interest of Creditor in and to the account receivable of Creditor against Company described herein (all such right, title and interest of Creditor, the "Receivable"). Creditor hereby sells, transfers and assigns the Receivable to Purchaser.

2. **Approval.** Purchaser shall promptly seek approval of the fairness of the terms and conditions of an agreement with Company for satisfaction of the Receivable, by any court, official or agency of the United States authorized by law to grant such approval.

3. **Payment of Purchase Price.** The full Receivable Amount will be paid to Creditor by Purchaser following entry and full effectuation of an order approving settlement of the Receivable ("Approval").

4. **Party Representations and Warranties.** Each Party hereby represents and warrants to the other Party that it has all necessary power and authority to (a) execute, deliver and perform all of its obligations under this Agreement, and (b) to effectuate the transfer of the Receivable. The Party has such knowledge and experience in business and financial matters that it is able to protect its own interests and evaluate the risks and benefits of entering into this Agreement. Each Party acknowledges and agrees that it has had an opportunity to conduct its own due diligence and consult with its own legal counsel, and tax, financial and other advisors, and that it is not relying in that regard on the other Party. Each Party acknowledges that, except as expressly set forth in this



08/18/2013

Agreement, the other Party is not making any representations or warranties whatsoever, including, without limitation, about the Company.

5. Receivable Representations, Warranties and Covenants. In addition to the foregoing, Creditor hereby represents, warrants and covenants to Purchaser as follows:

(a) The Receivable is a bona fide outstanding claim against Company, and is an enforceable obligation arising in the ordinary course of business, for goods or services rendered to Company by Creditor in good faith. The Receivable is currently due and owing and is payable in full.

(b) The Receivable Amount is the amount due to Creditor with respect to the Receivable, net of any applicable discounts, allowances or other deductions to which Company is lawfully entitled. The documents attached hereto are true, correct and complete copies of all documentation underlying the Receivable.

(c) Creditor is not and within the past 90 days has not been directly or indirectly through one or more intermediaries in control, controlled by, or under common control with, the Company and is not an affiliate of the Company.

6. Termination. If Approval has not occurred within 10 days after the date hereof, either Party shall have the right to terminate and cancel this Agreement by providing written notice of termination to the other Party at any time after such date and prior to Approval. If termination is so effected, this Agreement shall be deemed void *ab initio* and of no further force or effect, no sale or assignment of the Receivable shall have occurred, and Purchaser shall dismiss the Action without prejudice. In the event of termination, the Receivable Amount shall not be payable by Purchaser.

7. Fees and Expenses. Each party shall pay the fees and expenses, if any, of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by it incident to the negotiation, preparation, execution, delivery and performance of this Agreement. Purchaser shall not be liable for any Creditor income taxes or withholding obligations resulting from any of Creditor's transactions or arising out of settlement of the Receivable.

8. Limitation of Damages. Each of the Parties hereby waives any right which it may have to claim or recover any incidental, special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Upon Approval, Purchaser shall have the right, in Purchaser's sole discretion, to determine which rights, liens, security interests or remedies Purchaser may at any time pursue, relinquish, subordinate, or modify or to take any other action and incur any costs or expenses with respect thereto and such determination will not in any way modify or affect any of Purchaser's rights hereunder. Neither party shall have any liability hereunder for any delay in or failure to obtain Approval, or for any other causes beyond its control. Any liability for any default hereunder shall be limited to a return of the Receivable.

9. Entire Agreement. This Agreement, together with the exhibits hereto, contains the entire agreement and understanding of the Parties, and supersedes all prior and contemporaneous agreements, letters, discussions, communications and understandings, both oral and written, concerning the sale, transfer, conveyance and assignment of the Receivable, which the Parties acknowledge have been merged into this Agreement. This Agreement shall be governed by and construed according to the laws of the State of California, without giving effect to its choice of law principles. This Agreement may be executed in counterparts and by facsimile, portable document

IRONRIDGE,

Page 2

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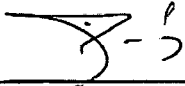
format or other electronic means, each of which shall constitute an original and all of which when taken together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have caused this Receivable Purchase Agreement to be duly executed, to be effective as of the Effective Date set forth above.

**Creditor:**


CHEUNG CHI LUNG

(Date Signed) July 1, 2013

By:   
Name: CHEUNG CHI LUNG  
Title: \_\_\_\_\_

**Purchaser:**

IRONRIDGE GLOBAL IV, LTD.

By:   
Name: Ironridge Global IV, Ltd.  
Title: Director

08/19/2013

018-1-2019

**EXHIBIT 2**  
**RPA DICKSON V. LEE**



# IRONRIDGE

## RECEIVABLE PURCHASE AGREEMENT

This Receivable Purchase Agreement ("**Agreement**") is entered into effective as of the date of full execution ("**Effective Date**"), by and between Ironridge Global IV, Ltd. ("**Purchaser**"), and the creditor identified below ("**Creditor**"). Purchaser and Creditor (each, a "**Party**" and, together, the "**Parties**") agree as follows with respect to the outstanding debt owed to Creditor by the company named below ("**Company**"):

Company Name: L&L Energy, Inc.

Creditor Name: DICKSON V. LEE

Receivable Amount: \$ 800,000.00 (amount payable from Company to Creditor)

Documentation of Receivable (attach complete copies of pertinent documentation):

- Written contract(s) attached as **Exhibit A**
- Invoice(s) attached as **Exhibit B**

1. **Purchase and Sale.** Purchaser hereby purchases from Creditor, and Creditor hereby sells, transfers, conveys and assigns to Purchaser, for the consideration set forth herein, all right, title and interest of Creditor in and to the account receivable of Creditor against Company described herein (all such right, title and interest of Creditor, the "**Receivable**"). Creditor hereby sells, transfers and assigns the Receivable to Purchaser.

2. **Approval.** Purchaser shall promptly seek approval of the fairness of the terms and conditions of an agreement with Company for satisfaction of the Receivable, by any court, official or agency of the United States authorized by law to grant such approval.

3. **Payment of Purchase Price.** The full Receivable Amount will be paid to Creditor by Purchaser following entry and full effectuation of an order approving settlement of the Receivable ("**Approval**").

4. **Party Representations and Warranties.** Each Party hereby represents and warrants to the other Party that it has all necessary power and authority to (a) execute, deliver and perform all of its obligations under this Agreement, and (b) to effectuate the transfer of the Receivable. The Party has such knowledge and experience in business and financial matters that it is able to protect its own interests and evaluate the risks and benefits of entering into this Agreement. Each Party acknowledges and agrees that it has had an opportunity to conduct its own due diligence and consult with its own legal counsel, and tax, financial and other advisors, and that it is not relying in that regard on the other Party. Each Party acknowledges that, except as expressly set forth in this

Agreement, the other Party is not making any representations or warranties whatsoever, including, without limitation, about the Company.

5. Receivable Representations, Warranties and Covenants. In addition to the foregoing, Creditor hereby represents, warrants and covenants to Purchaser as follows:

(a) The Receivable is a bona fide outstanding claim against Company, and is an enforceable obligation arising in the ordinary course of business, for goods or services rendered to Company by Creditor in good faith. The Receivable is currently due and owing and is payable in full.

~~(b) The Receivable Amount is the amount due to Creditor with respect to the Receivable, net of any applicable discounts, allowances or other deductions to which Company is lawfully entitled. The documents attached hereto are true, correct and complete copies of all documentation underlying the Receivable.~~

~~(c) Creditor is not and within the past 90 days has not been directly or indirectly through one or more intermediaries in control, controlled by, or under common control with, the Company and is not an affiliate of the Company.~~ *John*

6. Termination. If Approval has not occurred within 10 days after the date hereof, either Party shall have the right to terminate and cancel this Agreement by providing written notice of termination to the other Party at any time after such date and prior to Approval. If termination is so effected, this Agreement shall be deemed void *ab initio* and of no further force or effect, no sale or assignment of the Receivable shall have occurred, and Purchaser shall dismiss the Action without prejudice. In the event of termination, the Receivable Amount shall not be payable by Purchaser.

7. Fees and Expenses. Each party shall pay the fees and expenses, if any, of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by it incident to the negotiation, preparation, execution, delivery and performance of this Agreement. Purchaser shall not be liable for any Creditor income taxes or withholding obligations resulting from any of Creditor's transactions or arising out of settlement of the Receivable.

8. Limitation of Damages. Each of the Parties hereby waives any right which it may have to claim or recover any incidental, special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Upon Approval, Purchaser shall have the right, in Purchaser's sole discretion, to determine which rights, liens, security interests or remedies Purchaser may at any time pursue, relinquish, subordinate, or modify or to take any other action and incur any costs or expenses with respect thereto and such determination will not in any way modify or affect any of Purchaser's rights hereunder. Neither party shall have any liability hereunder for any delay in or failure to obtain Approval, or for any other causes beyond its control. Any liability for any default hereunder shall be limited to a return of the Receivable.

9. Entire Agreement. This Agreement, together with the exhibits hereto, contains the entire agreement and understanding of the Parties, and supersedes all prior and contemporaneous agreements, letters, discussions, communications and understandings, both oral and written, concerning the sale, transfer, conveyance and assignment of the Receivable, which the Parties acknowledge have been merged into this Agreement. This Agreement shall be governed by and construed according to the laws of the State of California, without giving effect to its choice of law principles. This Agreement may be executed in counterparts and by facsimile, portable document

format or other electronic means, each of which shall constitute an original and all of which when taken together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have caused this Receivable Purchase Agreement to be duly executed, to be effective as of the Effective Date set forth above.

Creditor:

DICKSON V. LEE  
(Creditor Name)

8/4/2013  
(Date Signed)

By: [Signature]  
Name: DICKSON V. LEE  
Title: \_\_\_\_\_

Purchaser:

IRONRIDGE GLOBAL IV, LTD.

By: [Signature]  
Name: David Smith  
Title: Director

2013-08-04

08/19/2013

**EXHIBIT 3**  
**RPA QIAN HON**

# IRONRIDGE<sup>®</sup>

## RECEIVABLE PURCHASE AGREEMENT

This Receivable Purchase Agreement ("Agreement") is entered into effective as of the date of full execution ("Effective Date"), by and between Ironridge Global IV, Ltd. ("Purchaser"), and the creditor identified below ("Creditor"). Purchaser and Creditor (each, a "Party" and, together, the "Parties") agree as follows with respect to the outstanding debt owed to Creditor by the company named below ("Company"):

Company Name: L&L Energy, Inc.

Creditor Name: 贵州黔鸿矿产资源咨询服务有限公司

Receivable Amount: RMB 25,000,000 (amount payable from Company to Creditor)

Documentation of Receivable (attach complete copies of pertinent documentation):

- Written contract(s) attached as Exhibit A
- Invoice(s) attached as Exhibit B

1. **Purchase and Sale.** Purchaser hereby purchases from Creditor, and Creditor hereby sells, transfers, conveys and assigns to Purchaser, for the consideration set forth herein, all right, title and interest of Creditor in and to the account receivable of Creditor against Company described herein (all such right, title and interest of Creditor, the "Receivable"). Creditor hereby sells, transfers and assigns the Receivable to Purchaser.

2. **Approval.** Purchaser shall promptly seek approval of the fairness of the terms and conditions of an agreement with Company for satisfaction of the Receivable, by any court, official or agency of the United States authorized by law to grant such approval.

3. **Payment of Purchase Price.** The full Receivable Amount will be paid to Creditor by Purchaser following entry and full effectuation of an order approving settlement of the Receivable ("Approval").

4. **Party Representations and Warranties.** Each Party hereby represents and warrants to the other Party that it has all necessary power and authority to (a) execute, deliver and perform all of its obligations under this Agreement, and (b) to effectuate the transfer of the Receivable. The Party has such knowledge and experience in business and financial matters that it is able to protect its own interests and evaluate the risks and benefits of entering into this Agreement. Each Party acknowledges and agrees that it has had an opportunity to conduct its own due diligence and consult with its own legal counsel, and tax, financial and other advisors, and that it is not relying in that regard on the other Party. Each Party acknowledges that, except as expressly set forth in this

Agreement, the other Party is not making any representations or warranties whatsoever, including, without limitation, about the Company.

5. Receivable Representations, Warranties and Covenants. In addition to the foregoing, Creditor hereby represents, warrants and covenants to Purchaser as follows:

(a) The Receivable is a bona fide outstanding claim against Company, and is an enforceable obligation arising in the ordinary course of business, for goods or services rendered to Company by Creditor in good faith. The Receivable is currently due and owing and is payable in full.

(b) The Receivable Amount is the amount due to Creditor with respect to the Receivable, net of any applicable discounts, allowances or other deductions to which Company is lawfully entitled. The documents attached hereto are true, correct and complete copies of all documentation underlying the Receivable.

(c) Creditor is not and within the past 90 days has not been directly or indirectly through one or more intermediaries in control, controlled by, or under common control with, the Company and is not an affiliate of the Company.

6. Termination. If Approval has not occurred within 10 days after the date hereof, either Party shall have the right to terminate and cancel this Agreement by providing written notice of termination to the other Party at any time after such date and prior to Approval. If termination is so effected, this Agreement shall be deemed void *ab initio* and of no further force or effect, no sale or assignment of the Receivable shall have occurred, and Purchaser shall dismiss the Action without prejudice. In the event of termination, the Receivable Amount shall not be payable by Purchaser.

7. Fees and Expenses. Each party shall pay the fees and expenses, if any, of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by it incident to the negotiation, preparation, execution, delivery and performance of this Agreement. Purchaser shall not be liable for any Creditor income taxes or withholding obligations resulting from any of Creditor's transactions or arising out of settlement of the Receivable.

8. Limitation of Damages. Each of the Parties hereby waives any right which it may have to claim or recover any incidental, special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Upon Approval, Purchaser shall have the right, in Purchaser's sole discretion, to determine which rights, liens, security interests or remedies Purchaser may at any time pursue, relinquish, subordinate, or modify or to take any other action and incur any costs or expenses with respect thereto and such determination will not in any way modify or affect any of Purchaser's rights hereunder. Neither party shall have any liability hereunder for any delay in or failure to obtain Approval, or for any other causes beyond its control. Any liability for any default hereunder shall be limited to a return of the Receivable.

9. Entire Agreement. This Agreement, together with the exhibits hereto, contains the entire agreement and understanding of the Parties, and supersedes all prior and contemporaneous agreements, letters, discussions, communications and understandings, both oral and written, concerning the sale, transfer, conveyance and assignment of the Receivable, which the Parties acknowledge have been merged into this Agreement. This Agreement shall be governed by and construed according to the laws of the State of California, without giving effect to its choice of law principles. This Agreement may be executed in counterparts and by facsimile, portable document

format or other electronic means, each of which shall constitute an original and all of which when taken together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have caused this Receivable Purchase Agreement to be duly executed, to be effective as of the Effective Date set forth above.

**Creditor:**

贵州黔鸿矿产资源咨询服务有限公司

(Date Signed) 2013年7月10日

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Business manager

**Purchaser:**

IRONRIDGE GLOBAL IV, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

format or other electronic means, each of which shall constitute an original and all of which when taken together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have caused this Receivable Purchase Agreement to be duly executed, to be effective as of the Effective Date set forth above.

**Creditor:**

\_\_\_\_\_  
(Creditor Name)

\_\_\_\_\_  
(Date Signed)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Purchaser:**

IRONRIDGE GLOBAL IV, LTD.

By: \_\_\_\_\_  
Name: *Jane Sim*  
Title: *Director*

69715/2013