

STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

**RECEIVED**

**Oct 14 2020**

---

APPEAL FROM CHARLESTON COUNTY

**SC Court of Appeals**

Court of Common Pleas

Hon. Mikell R. Scarborough, Master-In-Equity Judge

Appellate Case No. 2020-000029

(formerly 2017-CP-10-3705)

**RECEIVED**

**Jun 11 2021**

**SC Court of Appeals**

---

HO DONG LEE,

Appellant,

vs.

YONG WOOK PARK AND SUNNY KIM PARK,

Respondents.

---

**RECORD ON APPEAL**

---

Volume II of IV

s/Karen M. DeJong  
KAREN M. DEJONG, ESQ.  
Bar No. 70699  
DeJong Law Firm, LLC  
222 West Coleman Blvd., Ste. 110  
Mt. Pleasant, SC 29464  
(843) 216-6161  
(843) 300-1080 (Fax)  
karen@dejonglawfirm.com  
Attorney for Appellant

Other Counsel of Record:  
Ellis Reed-Hill Lesemann, Esq.  
Lesemann & Associates, LLC  
418 King Street, Suite 301  
Charleston, SC 29403  
(843) 724-5155  
erl@lalaws.com  
Attorney for Respondents

Jun 11 2021

SC Court of Appeals

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

HO DONG LEE, )

Plaintiff, )

vs. )

YONG WOOK PARK and SUNNY KIM )  
PARK, )

Defendants. )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2017-CP-10-3705

**MEMORANDUM IN SUPPORT OF  
DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT**

FILED  
2019 APR 22 PM 3:47  
JULIE J. ASSISTANT  
CLERK OF COURT  
BY [Signature]

This contract dispute involves untimely claims that are precluded by the terms of the underlying agreement and barred by applicable law. For these reasons, Defendants Yong Wook Park (“Mr. Park”) and Sunny Kim Park (“Ms. Park”) (collectively referred to as “Defendants”) have moved for summary judgment and present this Memorandum in Support of Defendants’ Motion for Summary Judgment. Plaintiff Ho Dong Lee (“Plaintiff” or “Lee”) has failed to demonstrate the existence of a material question of fact that could allow him to recover on any cause of action, even when the evidence is viewed in the light most favorable to Plaintiff. Defendants are therefore entitled to summary judgment.

**FACTUAL BACKGROUND**

Plaintiff is Mr. Park’s brother-in-law. On February 27, 2013, Plaintiff signed an Agreement for Sale and Purchase (“Agreement”) with Mr. Park, which divided up certain restaurant businesses, debts and real property between them.<sup>1</sup> A copy of the Agreement is attached as Exhibit A. Both sides were represented by legal counsel in connection with the transaction. Plaintiff was

<sup>1</sup> This action was filed four years and four months after the Agreement was signed. Ms. Park, who has been included as a defendant, was not even a party to the Agreement.

represented by Graves Wilson, Esq., while Mr. Park was represented by Derek Dean, Esq. Plaintiff's independent intention to enter into the transaction is confirmed through a letter from Mr. Wilson to Mr. Dean dated August 13, 2012, agreeing to the division of debts and assets. A copy of the correspondence dated August 13, 2012, is attached as Exhibit B.

The Agreement is a detailed document that was signed by both Plaintiff and Mr. Park. With regard to the "value" of the divided assets, the Parties stipulated that the division of the assets was fair and equitable:

**Value of Transfers. Park and Lee expressly agree that each of the transactions contemplated herein and the attendant transfers of ownership, interests, shares, equity, assets, good will, real property and personal property between them as set forth herein are of equal value, and are fair and equitable.** Park and Lee understand that there may be tax consequences, adverse or otherwise, as to each of them from the contemplated transfers, and each of Park and Lee agree to accept said consequences, it being their intention that neither is to recognize any taxable gain from the transactions noted above. Park and Lee expressly affirm that each of them has had the opportunity to obtain such tax advice as each of them deems necessary prior to the execution of this agreement.

*See Agreement* at ¶ 9 (emphasis added). In the Complaint, Plaintiff asserts claims that attempt to contradict the stipulation that he made in the Agreement.

In the Complaint, Plaintiff alleges that Defendants made false representations to him relating to the "value" of the business assets. In his deposition, Plaintiff admitted that no such representations were made. *Deposition of Plaintiff Ho Dong Lee ("Lee Dep.")* at 88:8-89:2 (cited excerpts attached as Exhibit C). Furthermore, within the Agreement itself, Plaintiff stipulated that no party had made any representations to him and that the Agreement reflected the entire understanding of the Parties:

**Complete Agreement/Merger. Each Party acknowledges that neither the other Party, nor any of his agents, employees or anyone on his behalf, have made any representations, warranties, guaranties or promises with respect to the within transactions, transfers, entities, operations, locations, real property or personal property except as herein expressly set forth, and no rights, privileges,**

title, ownership or liability is acquired by either Party except as herein expressly set forth.

**The Parties further expressly agree that this Agreement contains the complete agreement between the Parties regarding the terms and conditions of this Agreement and its subject matter;** any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein, and **there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein.** This Agreement may be modified only by written instrument signed by both Parties.

*See Agreement at ¶ 17 (emphasis added).*

Through the transaction, it is undisputed that Mr. Park retained not only more of the assets, but also more of the corresponding debts, business risk, and potential personal liability to lenders under several guaranty agreements. The alternative to the transaction and negotiated forbearance with Bank of America was for the businesses to be shuttered through foreclosure. Although Plaintiff has claimed that his difficulties with the English language prevented him from understanding the Agreement, Plaintiff admits that he willingly signed and went along with the Agreement to avoid a family dispute. *Lee Dep.* at 43:8-44:1; 110:6-18; 112:16-18. Approximately four years and four months after making that voluntary decision, Plaintiff filed this action in an attempt to evade the terms of the Agreement.

#### LEGAL STANDARD

A trial court should grant a motion for summary judgment when “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Rule 56(c), SCRCF; *see also RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 470, 597 S.E.2d 881, 882 (Ct. App. 2004). “The plain language of Rule 56(c), SCRCF, mandates the entry of summary judgment, after adequate time for discovery against a

party who fails to make a showing sufficient to establish the existence of an element essential to the party's case and on which that party will bear the burden of proof at trial." *Gauld v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 559, 671 S.E.2d 79, 85 (Ct. App. 2008). "Summary judgment is appropriate when a plaintiff does not commence an action with the applicable statute of limitations." *McMaster v. Dewitt*, 411 S.C. 138, 143, 767 S.E.2d 451, 453 (Ct. App. 2014).

### ARGUMENT

There is no dispute as to any material fact that would preclude summary judgment. The record is clear that both parties were represented by legal counsel during negotiations prior to the transaction, Plaintiff's legal counsel expressly confirmed Plaintiff's consent to the intended division of assets and debts, Plaintiff had the opportunity to review the Agreement with legal counsel prior to signing the Agreement and had met with his legal counsel prior to executing the Agreement on February 27, 2013.

Under South Carolina law, the applicable statute of limitations for each cause of action is three years. The record demonstrates that Plaintiff knew of his claims against Defendants more than three years prior to filing his Complaint on July 21, 2017.

In addition to being time-barred, it is clear beyond dispute that each of Plaintiff's claims fail as a matter of law. Plaintiff fails to demonstrate any breach of the Agreement on the part of Defendants or any breach of the implied covenant of good faith and fair dealing. Furthermore, the existence of the express contract is undisputed and precludes the claim for negligent misrepresentation relating to the Agreement. However, Plaintiff fails to identify any misrepresentation by Defendants on which Plaintiff relied to his detriment. Plaintiff has presented no evidence of damages suffered as the result of any conduct on the part of Defendants.

## **I. PLAINTIFF'S CLAIMS ARE TIME-BARRED AND SHOULD BE DISMISSED**

The courts of South Carolina recognize that statutes of limitations are fundamental to our judicial system. *See, e.g., Carolina Marina Handling, Inc. v. Lasch*, 363 S.C. 169, 175-76, 609 S.E.2d 548 (Ct. App. 2005). One purpose of a statute of limitations is “to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his rights.” *Moates v. Bobb*, 322 S.C. 172, 176, 470 S.E.2d 402, 404 (Ct. App. 1996). To determine when a cause of action arises, South Carolina courts employ the “discovery rule.” *See Santee Portland Cement Co. v. Daniel Int’l Corp.*, 299 S.C. 269, 384 S.E.2d 693 (1989). The applicable limitations period of a claim begins to run when a plaintiff “knew or by the exercise of reasonable diligence should have known that he had a cause of action.” S.C. Code § 15-3-535. Generally, a cause of action accrues under South Carolina law “the moment the defendant breaches a duty owed to the plaintiff.” *Barr v. City of Rock Hill*, 330 S.C. 640, 644, 500 S.E.2d 157, 159–60 (Ct. App. 1998).

The statute of limitations applicable to claims for negligent misrepresentation is three years. *See* S.C. Code Ann. §§ 15-3-530(5), 15-3-535. An action for breach of contract must be brought within three years from the date the action accrues. S.C. Code Ann. § 15-3-530. An action for unjust enrichment is also governed by the three-year statute of limitations. *Id.* Under South Carolina law, although a cause of action for breach of contract accompanied by fraudulent act has elements of both contract and tort, it is considered contractual in nature and therefore, is governed by limitations period for contract actions. *See Wilson Group, Inc. v. Quorum Health Resources, Inc.*, 880 F. Supp. 416, 424 n. 6 (D.S.C. 1995) (citing *Peebles v. Orkin Exterminating Co.*, 244 S.C. 173, 135 S.E.2d 845, 847 (1964)). South Carolina courts have found that there is no separate cause of action for breach of the implied covenant of good faith and fair dealing, such the limitations period for this claim is also three years.

The statute of limitations is triggered not just by knowledge of an injury but by knowledge of facts, diligently acquired, sufficient to put an injured person on notice of the existence of a cause of action against another. *See Moriarty v. Garden Sanctuary Church of God*, 341 S.C. 320, 329, 534 S.E.2d 672, 676 (2000). There is no basis for tolling the statute of limitations under these circumstances. *See McConnell v. Burry*, 2006 WL 7286747, at \*3 (S.C. Ct. App. Aug. 18, 2006) (“One who has knowledge of the truth or the means by which he could acquire such knowledge with reasonable diligence cannot claim to have been misled.”).

Although Plaintiff previously alleged that Defendants misrepresented the value of the assets, he abandoned this allegation in his deposition. Furthermore, to whatever extent that Plaintiff alleged that he had been aggrieved, he testified that he considered filing suit prior to signing the Agreement but opted to sign the Agreement instead. *Lee Dep.* at 69:18 -71:23. Viewing the record in the light most favorable to Plaintiff as the non-moving party, the only available inference is that Plaintiff knew of his alleged claims against Defendants at the time that he signed the Agreement, which was February 27, 2013. This lawsuit was filed more than four years later and is time-barred. Accordingly, Defendants are entitled to summary judgment.

## **II. PLAINTIFF’S CLAIM FOR NEGLIGENT REPRESENTATION FAILS AS A MATTER OF LAW**

Defendants are entitled to summary judgment as to Plaintiff’s claim for negligent misrepresentation. Plaintiff fails to create a question of fact as to any false statement or misrepresentation made by Defendants. A plaintiff in a negligent misrepresentation action must prove that: (1) the defendant made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the statement; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff

suffered a pecuniary loss as the proximate result of his reliance on the representation. *See Brown v. Stewart*, 348 S.C. 33, 42, 557 S.E.2d 676, 680–81 (Ct. App. 2001). Reliance on the misrepresentation is an essential element of a claim for negligent misrepresentation. *See Gruber v. Santee Frozen Foods, Inc.*, 309 S.C. 13, 419 S.E.2d 795, 799 (Ct. App. 1992). Generally, for a representation to be actionable, it must relate to a present or pre-existing fact rather than a statement of future events or unfulfilled promises. *Brown* at 41-42, 557 S.E.2d at 680.

There is no evidence of misrepresentations regarding the businesses, assets and debts that are the subject of the Agreement. Plaintiff has admitted that he did not have any discussions with Defendants regarding the value of the assets or debts subject to the Agreement, which contradicts the allegation in the Complaint. *Lee Dep.* at 88:22-89:2; 110:6-10. The intention to divide the assets and debts was negotiated and confirmed in the Agreement, which delineates each of the various term loans, loans, lines of credit, credit cards, and/or construction loans, the amounts owed, and the name of the servicers of such loans. *See Agreement*, p. 1. Plaintiff has neither alleged nor presented evidence of a representation by Defendants relating to a then-present or pre-existing fact and therefore, fails to demonstrate an actionable representation under South Carolina law. Additionally, there is a failure to create a question of fact as to other elements of this cause of action, including the absence of a duty of care, any breach of a duty of care, or any damages. Plaintiff testified that even if he had read the provisions of the Agreement, that he would not understand it because English is his second language. *Lee Dep.* at 107:9-23. As the record demonstrates, Plaintiff was represented by legal counsel. Plaintiff fails to create a question of fact as to Plaintiff's reliance on any representation by Defendants or the existence of a duty to communicate to Plaintiff or his legal counsel any representation apart from the written terms of the Agreement. There is no evidentiary or legal support for Plaintiff's belated claim for negligent

misrepresentation. Accordingly, Defendants are entitled to summary judgment as to Plaintiff's claim for negligent misrepresentation.

### **III. DEFENDANTS ARE ENTITLED TO SUMMARY JUDGMENT ON CLAIM FOR BREACH OF CONTRACT**

Plaintiff's breach of contract fails as a matter of law. There is no question of fact in the record to preclude summary judgment. Plaintiff asserted his breach of contract claim on July 21, 2017, which is more than four years and four months after he entered into the Agreement with Mr. Park on February 27, 2013. Although it has been more than five years since the Agreement was executed, Plaintiff has failed to create a material question of fact that a breach of contract has occurred or that Plaintiff was damaged as a proximate result of any alleged breach. *See Fuller v. Eastern Fire & Casualty Ins. Co.*, 240 S.C. 75, 124 S.E.2d 602, 610 (1962) (holding that the burden is on the plaintiff to prove the existence of a binding contract, its breach, and damages suffered by the plaintiff a result of such breach).

It is well-recognized in South Carolina that every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it. *See J.B. Colt Co. v. Britt*, 129 S.C. 226, 123 S.E. 845 (1924). The Agreement follows the terms and conditions approved by Plaintiff in the letter from his attorney. The parties are bound by the Agreement, which provides that Plaintiff and Mr. Park expressly agree and acknowledge that the Agreement contains the complete agreement of the parties. *See Agreement* at ¶ 17.

Plaintiff fails to demonstrate a breach of contract by Defendants. There is no support in the record for Plaintiff's vague allegation that Defendants failed to provide Plaintiff with a "full financial disclosure" of the jointly-owned entities. The Agreement indicates that each party was making their own decision to enter the Agreement. There is nothing in the record to suggest that Plaintiff was denied access to any financial information prior to or at the time of the Agreement or

that Mr. Park failed to perform some duty required by the terms of the Agreement. In light of the record, Plaintiff cannot prove the required element of damages. For these reasons, Defendants are entitled to summary judgment as to Plaintiff's claim for breach of contract.

#### **IV. PLAINTIFF'S CLAIM FOR BREACH OF CONTRACT ACCOMPANIED BY FRAUDULENT ACT FAILS AS A MATTER OF LAW**

Having failed to allege a breach of contract, Plaintiff fails to state a claim for breach of contract accompanied by a fraudulent act. "To maintain an action for breach of contract accompanied by a fraudulent act, a plaintiff must prove three elements: (1) a breach of contract; (2) fraudulent intent relating to the breaching of the contract and not merely to its making; and (3) a fraudulent act accompanying the breach." *RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 470, 597 S.E.2d 881, 883 (Ct. App. 2004). Plaintiff fails to establish the element of fraudulent intent on the part of Defendants. *See Save Charleston Found. v. Murray*, 286 S.C. 170, 181, 333 S.E.2d 60, 67 (Ct. App. 1985) (stating proof of fraudulent act in a claim for breach of contract accompanied by a fraudulent act must include proof of the intent to deceive).

In addition to the reasons that Plaintiff's breach of contract claim fails, Plaintiff's claim for breach of contract accompanied by fraudulent act also fails as a matter of law. Plaintiff fails to create a question of material fact that a breach of the Agreement occurred or any element of fraud relating to the Agreement. Plaintiff fails to demonstrate a fraudulent act separate and distinct from his alleged breach of contract. *See Smith v. Canal Ins. Co.*, 275 S.C. 256, 260, 269 S.E.2d 348, 350 (1980) ("This fraudulent act, although separate and distinct from the act(s) constituting the breach, must accompany the breach and not be too remote in either time or character.").

Defendants are entitled to summary judgment for the additional reason that Plaintiff cannot prove damages. There is no question of fact as to the existence or amount of damages purportedly suffered by Plaintiff as the result of a breach of contract accompanied by fraudulent act. In the

absence of admissible evidence of the existence or amount of damages, Plaintiff's claim fails. *See, e.g., Gauld v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 561, 671 S.E.2d 79, 86 (Ct. App. 2008) (affirming summary judgment in favor of defendant on breach of contract accompanied by fraudulent act claim where plaintiff failed to present evidence of existence or amount of damages). In the absence of a genuine issue of material fact as to any of the necessary elements for a breach of contract accompanied by fraudulent act claim, Defendants are entitled to summary judgment.

**V. DEFENDANTS ARE ENTITLED TO JUDGMENT AS TO THE BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING CLAIM**

Plaintiff's claim for breach of the covenant of good faith and fair dealing must be dismissed. There is no evidence in the record to demonstrate the existence of a question of fact as to conduct by Defendants that would violate the covenant of good faith and fair dealing. On the contrary, Mr. Park did exactly what the Agreement contemplated and intended. He assumed the operations of the businesses assigned to him and operated them, in some cases retaining the businesses and in others cases selling them to third parties. Under South Carolina law, "[t]here is no breach of an implied covenant of good faith where a party to a contract has done what provisions of the contract expressly gave him the right to do." *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995). Additionally, this cause of action cannot be pursued as a stand-alone cause of action independent from a breach of contract claim. *See RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 471, 597 S.E.2d 881, 883 (Ct. App. 2004) (concluding that an implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract). Therefore, Defendants are entitled to summary judgment as to Plaintiff's claim for breach of the covenant of good faith and fair dealing.

## **VI. PLAINTIFF'S CLAIM FOR UNJUST ENRICHMENT FAILS AS A MATTER OF LAW**

Plaintiff's claim for unjust enrichment fails as a matter of law for several reasons. Unjust enrichment or *quantum meruit* is an equitable remedy. Thus, where a plaintiff "is seeking compensation for under a *quantum meruit* theory are encompassed within the terms of an express contract which has not been abandoned or rescinded, the plaintiff may not recover under *quantum meruit*." *Swanson v. Stratos*, 350 S.C. 116, 122, 564 S.E.2d 117, 120 (Ct. App. 2002). In light of the undisputed existence of the Agreement, Plaintiff cannot prove that he is entitled to an equitable remedy. The Court should grant summary judgment in favor of Defendants as to the unjust enrichment claim on the basis that Plaintiff cannot recover under an implied contract where Plaintiff and Mr. Park each performed under the express contract which neither has abandoned or rescinded. Summary judgment is appropriate as to Plaintiff's claim for equitable relief.

Furthermore, Plaintiff did not confer a benefit upon Defendants by entering into the Agreement and completing the underlying transaction. Plaintiff is unable to demonstrate a question of fact as to the elements of a claim for unjust enrichment, which are: (1) a benefit conferred upon the defendant by the plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for him to retain it without paying its value. *See Columbia Wholesale Co. v. Scudder May N.V.*, 312 S.C. 259, 261, 440 S.E.2d 129, 130 (1994). Summary judgment is appropriate as to this claim. Accordingly, Defendants are entitled to summary judgment as to Plaintiff's claim for unjust enrichment.

### **CONCLUSION**

Based on the foregoing, Defendants Yong Wook Park and Seon Park respectfully request that the Court grant summary judgment in favor of Defendants and dismiss each of Plaintiff's claims and grant Defendants such other and further relief as the Court deems just and proper.

Respectfully submitted,

By: Ellis R. Lesemann

Ellis R. Lesemann

[erl@lalawsc.com](mailto:erl@lalawsc.com)

Michelle A. Matthews

[mam@lalawsc.com](mailto:mam@lalawsc.com)

LESEMANN & ASSOCIATES LLC

418 King Street, Suite 301

Charleston, SC 29403

(843) 724-5155

*Attorneys for Defendants Yong Wook Park and  
Seon Park*


April 22, 2019  
Charleston, South Carolina

2017-CP 10-3705  
CERTIFICATE OF SERVICE

I hereby certify that I have this date, mailed, postage prepaid, a true and correct copy of the  
**MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY  
JUDGMENT** to the following counsel of record:

Karen M. DeJong, Esq.  
DeJong Law Firm, LLC  
272 West Coleman Blvd., Suite 200  
Mount Pleasant, SC 29464-5652

**Counsel for Plaintiff**

By:   
\_\_\_\_\_  
Michelle A. Matthews

This 22nd day of April, 2019  
Charleston, South Carolina

FILED  
2019 APR 22 PM 2:50  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

**EXHIBIT A**

**THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, et seq.**

State of South Carolina     )  
  )     Agreement for Sale and Purchase  
County of Charleston        )

This Agreement for Sale and Purchase is made and entered into this 27<sup>th</sup> day of ~~November~~ <sup>February</sup>, 2012, by and between Yong Wook Park ("Park") and Ho Dong Lee ("Lee") (also either referred to as "Party" or collectively as "Parties"), and shall include this Agreement and all attachments, exhibits, amendments and/or addendums hereto (hereinafter collectively referred to as "Agreement" and incorporated herein by reference).

Whereas, Park and Lee are the sole owners, members and/or shareholders, jointly and equally, of the following:

- a. Yokoso, Inc.,
- b. Yokoso of Summerville, LLC,
- c. Tsunami of Columbia, LLC,
- d. Tsunami of Harbison, LLC,
- e. Tsunami of Mt. Pleasant, LLC.
- f. certain real property in Lexington County known as 1290 Bower Parkway, Columbia, SC 29212, TMS #002898-01-029, ("Lexington Property"); and
- g. 6.5 acres, more or less (to be determined), of real property in Ladson, Berkeley County known as the Berkeley Property ("Berkeley Property");

Whereas, Park and Lee, whether in their individual capacities or as the sole owners, members and shareholders of Yokoso, Inc., Yokoso of Summerville, LLC, Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, and/or said entities are parties to various term loans, loans, lines of credit, credit cards, and/or construction loans with Bank of America, American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T, all of which are or may be in default, to wit:

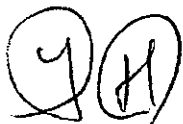
- a. Term loan made by Bank of America, N.A. to Yokoso, Inc., Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$681,287.33 evidenced by Promissory Note dated April 7, 2005 made by Borrower and secured by a Mortgage of even date made by Ho Dong Lee (upon information



- and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);
- b. Line of credit loan made by Bank of America, N.A. to Yokoso, Inc. ("Borrower") in original principal amount of up to \$150,000.00 evidenced by Promissory Note dated December 21, 2005 made by Borrower and secured by a Mortgage of even date made by Borrower, and individually guaranteed by Yong Park, Yong W. Park and Ho Dong Lee (upon information and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);
  - c. Construction/term loan by Bank of America, N.A. to Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$1,467,000.00 dated March 17, 2008 and secured by a mortgage, assignment of rents, security agreement and fixture filing of even date, and further guaranteed by Yokoso, Inc., Tsunami of Columbia, LLC and Tsunami of Mt. Pleasant, LLC;
  - d. Line of credit loan made by Bank of America, N.A. to Tsunami of Columbia, LLC ("Borrower") in original principal amount of up to \$295,000.00 dated May 4, 2009 and secured by a security agreement, and further guaranteed by Yong Park, Yong W. Park, Ho Dong Lee and Yokoso, Inc.
  - e. Yokoso, Inc. Bank of America credit card account (card number ending 4667) with balance due of approximately \$23,217.09.
  - f. Yokoso, Inc. American Express credit card account (card number ending 7-63003) with balance due of approximately \$17,310.82.
  - g. BB&T loan numbers 171210006 (\$3,802.48 past due as of 8/30/12) , 171210007 (\$7,897.17 past due as of 8/30/12), 171210008 (\$13,618.97 past due as of 8/30/12).
  - h. Yokoso of Summerville, LLC BB&T credit card account (card number ending 1861) with balance due of approximately \$18,123.50.
  - i. Yokoso of Summerville, LLC BB&T credit card account (card number ending 6309) with balance due of approximately \$5,525.01.

Whereas, further, the Parties hereto and the entities named herein are parties to the following guaranties, which may be the same or in addition to the guaranties mentioned above:

- a. Continuing and Unconditional Guaranty in favor of Bank of America dated August



- 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Yokoso, Inc.;
- b. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
  - c. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Park;
  - d. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Tsunami of Mt. Pleasant, LLC;
  - e. Continuing and Unconditional Guaranty in favor of Bank of America dated May 4, 2009, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
  - f. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Park;
  - g. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Lee;
  - h. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Lee; and
  - i. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Park;

(The loans, mortgages, credit cards, lines of credit, guaranties and/or any documents arising out of or related to any of them collectively hereinafter referred to as "Mortgage");

Whereas, Park and Lee wish to separate their joint business and real and personal property interests;

Whereas, notwithstanding executed agreements governing the operation of the above-named entities, if any, Park and Lee as the sole owners, members and shareholders of the above-mentioned entities, agree to the division of their assets, interests and/or liabilities as is more specifically set forth below;

Whereas, there are or may be other loans, credit lines, credit cards or other similar types of accounts as to which some or all of Yong W. Park, Ho Dong Lee, Yokoso, Inc., Tsunami of



Columbia, LLC, Yokoso of Summerville, LLC, Tsunami or Harbison, LLC and/or Tsunami of Mt. Pleasant, LLC may be or are parties thereto whether as signatory thereto or as a guarantor thereof.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Park and Lee hereby agree as follows:

1. Whereas. The foregoing Whereas clauses are an integral part hereof.
2. Yokoso, Inc. Transfer. Park hereby transfers to Lee all his title, shares, ownership and interest in: Yokoso, Inc. Lee shall accept the physical assets of Yokoso, Inc. in "as is" and "where is" condition.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership and shares including, but not limited to: the Affidavits of Lost, Stolen or Destroyed Stock Certificates, attached hereto as Exhibits A and B; Resolution of Directors of Yokoso, Inc., attached hereto as Exhibit C, with Park's Letter of Resignation, attached as Exhibit C1; SC Secretary of State Resignation of Registered Agent, attached hereto as Exhibit D; and SC Secretary of State Notice of Change of Registered Office or Registered Agent, attached hereto as Exhibit E.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Park from any ownership of, involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. and its business, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; fixture filings; security agreements; and/or fixture or equipment ownership, leases or security interests. Park acknowledges and agrees that to the extent any third party refuses to release or remove Park individually from any involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. or its business, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Lee agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Park's release or removal from such third party(ies) until such time as Park is released or removed, or Park's involvement and/or obligation terminates or

Y (H)

expires, and further, that Lee will not renew or extend any account or agreement which requires Park's inclusion or names Park.

Further, Lee, individually and/or on behalf of Yokoso, Inc., shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with Yokoso, Inc.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Yokoso, Inc., except: to the extent applicable, the Mortgage and guaranties referenced above; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Yokoso, Inc. to Lee, except: to the extent applicable, the Mortgage and guaranties referenced above.

3. Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC Transfers. Lee hereby transfers to Park all his title, shares, ownership and/or interest in each of the following:

- a. Tsunami of Columbia, LLC;
- b. Tsunami of Mt. Pleasant, LLC;
- c. Tsunami of Harbison, LLC; and
- d. Yokoso of Summerville, LLC.

Park shall accept the physical assets of (a)-(d) above in "as is" and "where is" condition.

Park and Lee shall take all steps and execute, for each such entity, any and all such documents as are, or may become, necessary to complete such transfer of ownership including, but not limited to: the applicable Member's Statements of Dissociation, Acknowledgment and Acceptance of Dissociation and Resolution of Members, attached hereto as Exhibits F, G, H and I.



Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Lee from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC and their respective businesses, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; and/or fixture or equipment ownership, leases or security interests. Lee acknowledges and agrees that to the extent any third party refuses to release or remove Lee individually from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, and their respective businesses, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Park agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Lee's release or removal from such third party(ies) until such time as Lee is released or removed, or Lee's involvement and/or obligation terminates or expires, and further, that Park will not renew or extend any account or agreement which requires Lee's inclusion or names Lee.

Further, Park, individually and on behalf of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with a-d above.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, except: to the extent applicable, the Mortgage, itself; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or

Y  
PA

threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC to Lee, except: to the extent applicable, the Mortgage;

4. Lexington Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Lexington Property.

Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Lexington Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Lexington Property to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Lexington Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Lexington Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Lexington Property shall take place on or before March 14, 2013.

5. Berkeley Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Berkeley Property.



Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Berkeley Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Berkeley to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Berkeley Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Berkeley Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Berkeley Property shall take place on or before March 14, 2013.

6. Credit Card Accounts.

- a. Park shall be solely responsible for the Yokoso, Inc. Bank of America credit card account number ending in -4667 (as more fully identified in Paragraph e. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
- b. Park shall be solely responsible for the Yokoso of Summerville, LLC BB&T credit card account number ending in -1861 and the Yokoso of Summerville, LLC BB&T credit card account number ending in -6309 (as more fully identified in Paragraphs h. and i. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
- c. Park shall be solely responsible for the Yokoso, Inc. American Express credit

④ ①

card account number ending in -7-63003 (as more fully identified in Paragraph f. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.

- d. Park shall make a good faith effort to have Lee removed as a responsible party on the accounts, and if necessary to carry out this provision, shall close the account(s) and open a credit card account in his sole name or the name of one of the entities being transferred each to the other herein.

7. Costs and Expense Sharing. Park and Lee agree to share equally (50% each) the costs and expenses required to prepare, file and/or record any of the documents required by the transfers and transactions contemplated herein by or with the Secretary of State, the applicable Register of Deeds, and/or any institution, person, entity or governmental agency, including but not limited to the Deed consideration, the deed stamps and any other such documents. Park and Lee agree to promptly pay to Simons & Dean their respective share of these and any other additional costs or fees incurred which are expended by Simons & Dean in furtherance of the parties' agreement. In contemplation thereof and upon execution of this agreement, Park and Lee shall each deposit into trust with Simons & Dean the sum of \$500.00, which is anticipated to cover all required filing fees associated with the above mentioned transactions.

8. Non-Compete. Park and Lee covenant with each other, as additional consideration, that neither Park nor Lee will operate a restaurant serving Asian or Asian-style food, or in any way aid or assist any other person or entity in the opening or operation of such a restaurant serving Asian or Asian-style food within in a 5 mile radius of their respective restaurants for a period of two (2) years.

9. Value of Transfers. Park and Lee expressly agree that each of the transactions contemplated herein and the attendant transfers of ownership, interests, shares, equity, assets, good will, real property and personal property between them as set forth herein are equal of value, and are fair and equitable. Park and Lee understand that there may be tax consequences, adverse or otherwise, as to each of them from the contemplated transfers, and each of Park and Lee agree to accept said consequences, it being their intention that neither is to recognize any taxable gain from the transactions noted above. Park and Lee expressly affirm that each of them

(Y) (A)

has had the opportunity to obtain such tax advice as each of them deems necessary prior to the execution of this agreement. Park and Lee expressly affirm that each of them is responsible for his own individual income taxes payable to the state or federal government, and neither party has made any representation to the other that he will pay the other's individual tax liability.

10. Indemnity. Park shall defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to Lee's former ownership, operation, tenancy and/or use of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, or their respective operations, locations, tenancies and personal property, whether due to damage to such operations, locations, tenancies or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

Park shall also defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Lexington Property, whether due to damage to occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

Lee shall defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, operation, tenancy and/or use of Yokoso, Inc, or its operation, location, tenancy and personal property, whether due to damage to such operation, location, tenancy or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

Lee shall also defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Berkeley Property, whether due to damage to

9/11

occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

The foregoing indemnity provisions notwithstanding, Park and Lee shall each remain liable as set forth in the respective documents existing, or to be existing, under the Mortgage (as defined above) unless and until Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T and/or American Express and/or any other creditors due monies associated therewith agrees in writing to release either Park, Lee or any of the guarantor or obligated entities. Upon such release, Park and Lee can then enter into an agreement to determine what their obligations and liabilities may be, if any.

11. Default; Remedies; Remedies Cumulative and Non-Waiver. If either party defaults in the performance of any of the terms, conditions or covenants contained herein and does not cure such default within ten (10) days after written notice thereof; or does not within such twenty (20) days commence such act or acts as shall be necessary to remedy a default which is not curable within said twenty (20) days for reasons beyond the control of the party, and shall not complete such act or acts within forty (40) days after written notice; then the non-defaulting party may take such other steps as he deems necessary, including the hiring of legal counsel or the institution of legal or arbitration proceedings for the enforcement of this Agreement and/or the recovery of money damages or equitable relief.

If suit shall be brought (by arbitration or in a court of competent jurisdiction) or claim shall be made (whether or not suit is commenced or judgment entered), because of the breach of any covenant herein; arising out of or related to the enforcement of the Agreement; and/or the recovery of money damages or equitable relief arising out of or related to the Agreement, the non-prevailing party shall pay to the prevailing party, in addition to all other sums and relief available to the prevailing party, all expenses, fees and costs incurred therefor including reasonable attorney's fees and costs. Each party shall in all events use its reasonable best efforts to mitigate its damages.

Except as specifically set forth in this agreement, no remedy herein or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy, but

U B

the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this agreement, or at law or in equity may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of either party to exercise any right or power arising from any default on the part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default, or acquiescence therein. The acceptance of a partial payment or partial cure by the non-defaulting party with knowledge of a default shall not constitute a waiver of such default.

The failure of either Party to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that each may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

12. Notices. All notices provided for herein shall be in writing and shall be deemed to be given when sent by a nationally recognized overnight carrier, or USPS registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Yong Wook Park  
1786 Cherokee Rose Circle  
Mt. Pleasant, SC 29466

Ho Dong Lee  
8850 Dorchester Rd., Apt. 1221  
N. Charleston, SC 29420

Either party hereto may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

13. Arbitration. Any dispute between the Parties arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be determined by arbitrators. Such arbitration shall be conducted before three arbitrators, unless the Parties agree to one. Each Party shall have the right to name one arbitrator, and the two arbitrators shall then choose a third. The arbitrator(s) shall conduct his/her/their proceedings and make his/her/their decisions in strict conformity with the South Carolina Uniform Arbitration Act; provided, however, such

④ ①

arbitrators shall apply applicable South Carolina law to any controversy. All such arbitration proceedings hereunder shall be conducted in Charleston County, South Carolina. The decision of the arbitrator or arbitrators, as the case may be, shall be final, conclusive and binding upon the Parties.

14. Governing Law. Any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina. The Parties hereby expressly waive any right to object to the same.

15. Waiver of Right to Jury. The Parties expressly waive trial by jury in any action or proceeding (including counterclaims, cross-claims and/or third-party claims), whether at law or in equity, brought by any Party hereunder.

16. Jurisdiction and Venue. The Parties expressly agree and consent that the courts of the State of South Carolina shall have jurisdiction over any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties, and that County of Charleston, State of South Carolina, shall have in personam jurisdiction over the Parties and shall be the proper place of venue for any such proceeding. The Parties expressly waive any right to object to, or to transfer or change the venue for any such proceeding.

17. Complete Agreement/Merger. Each Party acknowledges that neither the other Party, nor any of his agents, employees or anyone on his behalf, have made any representations, warranties, guaranties or promises with respect to the within transactions, transfers, entities, operations, locations, real property or personal property except as herein expressly set forth, and no rights, privileges, title, ownership or liability is acquired by either Party except as herein expressly set forth.

The Parties further expressly agree that this Agreement contains the complete agreement between the Parties regarding the terms and conditions of the this Agreement and its subject matter; any of the entities (including their operations, locations and personal property) or real



property referred to herein, and/or any of the transactions and/or transfers contemplated herein, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument signed by both Parties.

18. Time is of the Essence. It is understood and agreed between the Parties hereto that time is of the essence in all of the terms and provisions of this Agreement.

19. Captions and Titles. The captions and titles appearing herein are for reference only and shall not in any way modify, amend or affect the provisions thereof.

20. Grammatical Changes. The proper grammatical changes shall be understood and apply where necessary to designate the plural rather than the singular and the masculine or feminine gender.

21. Binding Agreement. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators and assigns, except as otherwise provided herein. No rights, however, shall inure to the benefit of any assignee of either Party unless the assignment to such assignee has been approved in writing by the other Party.

22. Authority. To the extent any representations or warranties are made, any authority is exercised or any documents executed on behalf of any corporation, limited liability company, general partnership, limited partnership or any other type of business or legal entity, each such business or legal entity such action hereby covenants and warrants that it is duly organized and qualified to do business in the State of South Carolina, that it has full authority to take any such actions, and further, that each person taking such actions on its behalf is duly authorized to do so.

23. Interpretation Presumption. The Parties expressly agree that in the event of a dispute concerning the interpretation of this Lease, each party hereby waives the doctrine that an ambiguity should be interpreted against the Party who drafted the document.

24. Right to Review and Legal Counsel. The Parties expressly acknowledge and agree that each has had the opportunity to review the Agreement, and to seek and receive legal advice for the same.

25. Counterparts and Facsimiles. This Agreement may be executed in multiple

④

④

counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same agreement. The Parties agree that the delivery of a party's signature by facsimile transmittal shall have the same legal effect as the delivery of such Party's original signature and the Parties may rely upon the binding and enforceable effect of such delivery. Each Party who delivers a signature by facsimile transmittal agrees to deliver its original signature within two (2) days of execution.

26. Forbearance Agreement. Contemporaneously with the execution of this Agreement, it is the party's expectation to enter into a Forbearance Agreement with the Bank of America, the proposed terms of which have previously been provided to both parties. The parties affirm that prior to the execution thereof Bank of America may change the terms thereof or impose additional requirements. The parties further affirm that the operative effect of this Agreement is not contingent upon the parties entering into the Forbearance Agreement. Notwithstanding the foregoing, in the event the parties do enter into the Forbearance Agreement with Bank of America, and as set forth more fully below, Park shall be responsible for seventy percent (70%) of the costs and expenses associated therewith and Lee shall be responsible for thirty percent (30%) of the costs and expenses associated therewith. This 70/30 cost sharing arrangement shall not apply to any initial payment (currently in the amount of \$35,000.00) due to Bank of America upon the execution of the Forbearance Agreement, but only to any subsequent monthly or other payments related thereto during the term thereof and specifically including any lump sum or balloon payment at the end of the forbearance period.

Notwithstanding the foregoing, Park agrees to pay the initial payment currently set at \$35,000.00 in the Forbearance Agreement.


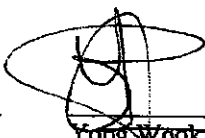




27. Property Taxes. There are past due property taxes on the properties totaling \$57,826.78 as of January 15, 2013. All past due property taxes shall be paid in full by no later than March 15, 2013. Of this amount, Lee shall be responsible for the taxes on Yokoso, Inc., and Park shall be responsible for paying the taxes on Tsunami of Columbia, LLC; Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; and Yokoso of Summerville, LLC. All property taxes hereafter shall be paid in a timely manner with Lee being solely responsible for the taxes on Yokoso, Inc., and Park being solely responsible for the taxes on Tsunami of Columbia, LLC;

(U) (R)

Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; Yokoso of Summerville, LLC; and the Lexington Property and the Berkeley Property.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands and seals on the day and year first above written.

WITNESSES:

 _____	 _____
 _____	Yong Wook Park
 _____	 _____
 _____	Ho Dong Lee

**Exhibit A**

**Affidavit of Yong Wook Park of  
Lost, Stolen or Destroyed Stock Certificates  
of Yokoso, Inc.**


The undersigned, being first duly sworn, deposes and says that:

1. He is Yong Wook Park, and he is competent to make this Affidavit.
2. He is a 50% (one-half) owner with Ho Dong Lee of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at 8601  
South Antler Dr., N. Charleston, SC 29406
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.
6. He has not transferred, pledged, encumbered or sold any of shares represented by such Certificate(s), except as they may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.
7. In the event of the discovery of the original Certificate(s), he agrees to return them promptly to Yokoso, Inc., or its successor, marked "Cancelled".

Further deponent sayeth not.

  
\_\_\_\_\_  
Yong Wook Park

SWORN to and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/19/21


**Exhibit B**

**Affidavit of Ho Dong Lee of  
Lost, Stolen or Destroyed Stock Certificates  
of Yokoso, Inc.**

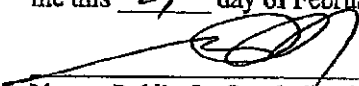
The undersigned, being first duly sworn, deposes and says that:

1. He is Ho Dong Lee, and he is competent to make this Affidavit.
2. He is a 50%(one-half) owner with Yong Wook Park of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at \_\_\_\_\_.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.

Further deponent sayeth not.

  
\_\_\_\_\_  
Ho Dong Lee

SWORN to and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina,  
My Commission expires: 11-11-16

(U) (H)

**Exhibit C**

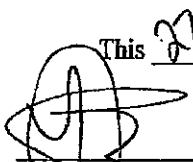
**Resolution of Board of Directors of Yokoso, Inc.**

Yong Wook Park ("Park") wishes to tender his share certificates issued, if any, and shares of Yokoso, Inc. back to Yokoso, Inc. and/or Ho Dong Lee ("Lee"), to terminate his ownership of Yokoso, Inc., and to convey all his interests to Lee.

RESOLVED, that

- a. those share certificates issued, if any, and shares previously allotted to Park are hereby returned to Yokoso, Inc. and canceled;
- b. Park's ownership in Yokoso, Inc. is hereby terminated;
- c. all of Park's rights and interest in Yokoso, Inc. are hereby conveyed to Lee; and
- d. Park hereby tenders his resignation as a shareholder and President, as attached hereto as Exhibit C1.
- e. Park hereby tenders his resignation as registered agent, as follows in Exhibit D to the Agreement for Sale and Purchase.

This 21 day of February, 2013.

  
\_\_\_\_\_  
Yong Wook Park

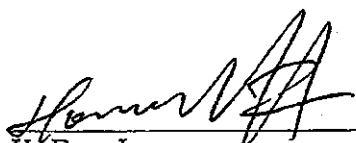

  
\_\_\_\_\_  
Ho Dong Lee

Exhibit C1

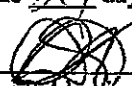
Yong Wook Park's Letter of Resignation from Yokoso, Inc.

To Whom it May Concern:

On this 27 day of February, 2013, I hereby submit this letter of resignation effectively resigning as President and as a shareholder, and waiving any and all rights that I have in and to the Yokoso, Inc.

  
\_\_\_\_\_  
Yong W. Park

SWORN to and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 11/3/21



STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

RESIGNATION OF REGISTERED AGENT AND  
DISCONTINUANCE OF REGISTERED OFFICE  
OF A SOUTH CAROLINA OR  
FOREIGN CORPORATION

PLEASE TYPE OR PRINT IN BLACK INK


Pursuant to Sections 33-5-103 and 33-15-109 of the South Carolina Code of Laws, as amended, the undersigned hereby submits the following:

1. The name of the Corporation that is affected by this document is Yokoso, Inc.  
The date of Incorporation is May 5, 2000

2.  That the undersigned resigns as the registered agent of the above named corporation effective the 31<sup>st</sup> day after the date on which this document is filed in the Office of the Secretary of State.

3.  That the above named corporation's registered office, which is the business office of the registered agent, is discontinued, effective the 31<sup>st</sup> day after the date on which this document is filed in the Office of the Secretary of State.

Date: 2/27/13

Signature:   
Type or Print Name: Yong W. Park

FILING INSTRUCTIONS

- 1. Three copies of this document, the original and either two duplicate originals or two conformed copies must be filed.
- 2. Filing fee (payable to the Secretary of State at the time of filing this document):

Agent's Statement of Resignation	\$ 3.00
Discontinuance of Registered Office	2.00
Total	\$ 5.00

Return to: Secretary of State  
1205 Pendleton Street Suite 525  
Columbia, SC 29201

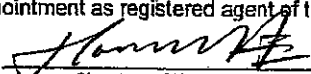


STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A SOUTH CAROLINA  
OR FOREIGN CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Sections 33-5-102 and 33-15-108 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information.

1. The name of the corporation is Yokoso, Inc.  
(Must match name on record with Secretary of State's Office)
2. The corporation is (complete either a or b, whichever is applicable):
  - a. a domestic corporation incorporated in South Carolina on May 5, 2000; or  
(Must match date on record with Secretary of State's Office)
  - b. a foreign corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_, and  
State Date authorized to do business in South Carolina on \_\_\_\_\_  
(Must match date on record with Secretary of State's Office)
3. The street address of the registered office (currently on file) in South Carolina is  
1421 Arrowind Terrace Charleston, South Carolina 29414  
Street Address City Zip Code
4. If the current registered agent's office is to be changed, the new address will be  
8601 South Antler Dr. Charleston, South Carolina 29406  
Street Address City Zip Code
5. The name of the registered agent currently on file is Yong W. Park
6. If the current registered agent is to be changed, the name of the new registered agent is  
Ho Dong Lee
- \* I hereby consent to the appointment as registered agent of the corporation:  
  
Signature of New Registered Agent
7. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.
8. Unless a delayed date is specified, this will be effective upon acceptance for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended \_\_\_\_\_)

\*Pursuant to Sections 33-5-102(5) and 33-15-108(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

Yokoso, Inc.  
Name of Corporation

2/27/13  
Date

Yokoso, Inc.  
Name of Corporation

*[Handwritten Signature]*  
Signature of Officer

Ho Dong Lee  
Type or Print Name

President  
Position of Officer

**FILING INSTRUCTIONS**

1. Two copies of this form must be submitted for filing.
2. \$10.00 filing fee made payable to the South Carolina Secretary of State.
3. Self-addressed stamped return envelope.
4. Return to: Secretary of State  
Attn: Corporations  
1205 Pendleton St., Ste. 525  
Columbia, SC 29201
5. Pursuant to Section 33-5-102(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00.

Form Revised by South Carolina Secretary of State, March 2012

**Exhibit F**

**Ho Dong Lee's Member's Statement of Dissociation,  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Tsunami of Columbia, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Columbia, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.


Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, *et seq.*, and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, *et seq.*

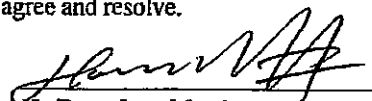
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:


- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.

  
\_\_\_\_\_  
Yong Wook Park, Member

  
\_\_\_\_\_  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/31/14

SWORN and subscribed to before  
me this 27 day of February, 2013.

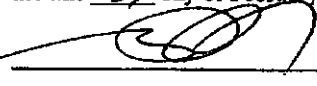
  
\_\_\_\_\_  
My Commission expires: 1/12/14

Exhibit G

Ho Dong Lee's Member's Statement of Dissociation and  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Tsunami of Mt. Pleasant, LLC

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Mt. Pleasant, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the LLC's Operating Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

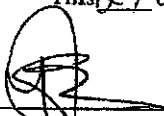
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Operating Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

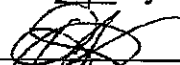
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.

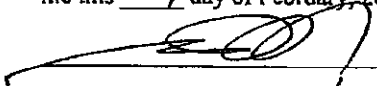
  
\_\_\_\_\_  
Yong Wook Park, Member

  
\_\_\_\_\_  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/3/21

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
My Commission expires: 1/12/12

**Exhibit H**

**Ho Dong Lee's Member's Statement of Dissociation and  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Tsunami of Harbison, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Harbison, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

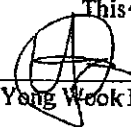
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

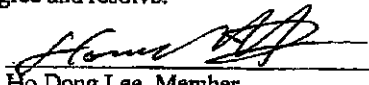
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.


This 27 day of February, 2013, we so state, consent, agree and resolve.

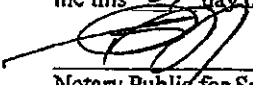
  
Yong Wook Park, Member

  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
Notary Public for South Carolina  
My Commission expires: 11/2/21

  
Notary Public for South Carolina  
My Commission expires: 1/12/16

**Exhibit I**

**Ho Dong Lee's Member's Statement of Dissociation and  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Yokoso of Summerville, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Yokoso of Summerville, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

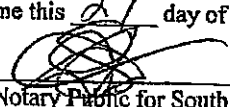
This 27 day of February, 2013, we so state, consent, agree and resolve.

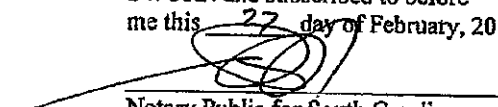
  
\_\_\_\_\_  
Yong Wook Park, Member

  
\_\_\_\_\_  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 11/3/21

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 12/16

**EXHIBIT B**

DEMOTT LAW FIRM, P.A.

ATTORNEYS AT LAW

RUSSELL A. DEMOTT<sup>†</sup>  
GRAVES H. WILSON, JR.

P.O. BOX 50370, 1516 TROLLEY ROAD, STE. 100A  
SUMMERVILLE, SOUTH CAROLINA 29485  
email: russ@demottlawfirm.com

TELEPHONE (843) 695-0830  
FACSIMILE (843) 408-4443

<sup>†</sup>Admitted in South Carolina and Michigan

August 13, 2012

Derek F. Dean  
Law Offices of Simons & Dean  
147 Wappoo Creek Dr., Suite 604  
Charleston, SC 29412

RE: Yong Wook Park and Ho Dong Lee  
Agreement for Sale and Purchase

Dear Mr. Dean,

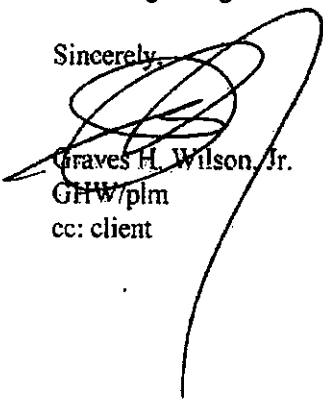
This is to confirm that, assuming that the missing terms and parentheticals, once clarified in the final version, do not materially affect the intent of the Agreement for Sale and Purchase ("Agreement") or the final distribution of the properties, my client Ho Dong Lee agrees to the following division of assets:

1. Ho Dong Lee shall receive sole ownership and control of Yokoso, Inc. (N. Charleston), along with the debt thereon to Bank of America of around \$571,000, and the Berkeley Property (6.5 acres in Ladson), along with the debt thereon of around \$130,000 to Bank of America.
2. Yong Wook Park shall receive sole ownership and control of Yokoso of Summerville, LLC, together with all debt thereon, Tsunami of Columbia, LLC, together with all debt thereon, Tsunami of Harbison, LLC, together with all debt thereon, Tsunami of Mt. Pleasant, LLC, together with all debt thereon, and the "Lexington property", together with all debt thereon.
3. The obligations under the forbearance agreement shall be shared with Mr. Lee being responsible for 30%, and Mr. Park being responsible for 70% of the obligation.
4. In addition, in order to smooth the transition, Mr. Lee is asking for a one-time payment of \$50,000 to help him with the operating costs of Yokoso, Inc., which represents the 5 months following the transfer.

Page 2  
August 13, 2012  
Lee/Park

The remaining terms and conditions set forth in the proposed Agreement for Sale and Purchase appear to be acceptable; however we reserve the right to review the final document before finalizing the agreement.

Sincerely,



Graves H. Wilson, Jr.  
GHW/plm  
cc: client

**EXHIBIT C**

1 we went over there and worked.  
 2 THE INTERPRETER: Sir, he said in  
 3 English; and I did not quite understand what he  
 4 was saying. Is it okay if I ask him to repeat?  
 5 MR. LESEMANN: Yes.  
 6 THE INTERPRETER: Yes, sir.  
 7 A. I forgot -- I forgot the question. Can  
 8 you repeat the question? Thank you.  
 9 Q. Oh, I think we were talking about  
 10 whether he did tasks other than cleaning in the  
 11 various restaurants.  
 12 And then you mentioned that you were  
 13 doing something, but then the accountant said  
 14 that maybe you needed more employees rather than  
 15 doing the work yourself as owners or something  
 16 like that.  
 17 A. Yes. That is correct. After that, we  
 18 start the used car dealer. Then I was running  
 19 the used car dealer. Then building cleaning and  
 20 restaurant cleaning.  
 21 So for the building cleaning, I had pre-  
 22 care but it did not work out so I ended up not  
 23 doing it.  
 24 MR. LESEMANN: Okay. We're just going  
 25 to take about a five-minute break. We've been

1 going for about an hour and 40 minutes or so. So  
 2 we'll just take a short break and Tina, we'll  
 3 just leave you on the line; but we'll keep the  
 4 line open, but we'll let you know when you're  
 5 coming back? Okay?  
 6 THE INTERPRETER: Okay. Thank you.  
 7 (Recess taken 2:00 p.m. to 2:11 p.m.)  
 8 BY MR. LESEMANN:  
 9 Q. Did you have an attorney for the  
 10 transaction in 2013?  
 11 A. 2013 transaction?  
 12 Q. Yes.  
 13 A. Yes.  
 14 Q. Was it Mr. Graves Wilson?  
 15 A. Yes.  
 16 MR. LESEMANN: Would you mark this as  
 17 Exhibit No. 04.  
 18 (Exhibit No. 04 was marked for  
 19 identification.)  
 20 Q. When did you first meet Mr. Wilson?  
 21 A. So thing is, a year before, two -- so  
 22 2004, maybe 2004. I do not recall exactly.  
 23 Maybe 2011 because we lost a long time.  
 24 Q. How did you find Mr. Wilson?  
 25 A. Well, I think I found him from telephone

1 directory.  
 2 THE WITNESS: I don't -- I'm not sure.  
 3 A. I'm not sure. Right now I do not have  
 4 a -- I do not have a clear mind so --  
 5 Q. Was the idea to divide up the restaurant  
 6 assets a mutual idea between you and Yong Wook  
 7 Park?  
 8 A. So thing is, I don't know it was about.  
 9 I don't know about assets. At this time, as I  
 10 mentioned, we had lived together 20 year before  
 11 moving out. He was saying no money. No money.  
 12 So thing is, I lived -- we lived everything 20  
 13 years. So I trusted him. Then I don't know  
 14 about, you know, dividing the assets. Since my  
 15 wife is Yong's older sister, we are family. So I  
 16 did not want to fight, dispute about this matter  
 17 and continue to leave among family members.  
 18 So I didn't want to fight. So since we  
 19 have our parents still alive, our father and our  
 20 mother, you know. So I wanted to heal. So  
 21 actually the beginning, I did not know about  
 22 dividing the assets. So since I did not -- did  
 23 not want to fight with them, I said I'm going to  
 24 take over this one thing. Business. So this  
 25 works out well. I think everything will be okay,

1 but it did not work out.  
 2 But we did not knowing that dividing the  
 3 asset, I signed it. That's what I want to say.  
 4 THE INTERPRETER: I'm sorry. I had to  
 5 stop him because it was getting long and  
 6 continuing. Thank you.  
 7 A. Now, so I -- let me continue the story.  
 8 At this time the list of, you know, the  
 9 dividing list. At that time I had letter, you  
 10 know. It was questionable at that time because  
 11 there were many things were not on that list. So  
 12 then as far as I know, there's an initial three,  
 13 you know, restaurants, one in Greenville Tsunami  
 14 and Greenville, Virginia, and then another one  
 15 here. They was not on the lease at the time.  
 16 But I was, you know. I thought about --  
 17 we were -- we could have fought against them; but  
 18 as I mentioned earlier, we are, kind of a family  
 19 members; and my parents -- our parents are still  
 20 alive. And then I have two son and they have  
 21 four daughter. So since we were living together,  
 22 we were like more a weird family than anything --  
 23 like a -- we are more like brothers and sisters.  
 24 So then I thought about, even though,  
 25 you know, all this problem later on, then we meet

1 together. You know, we meet together the time.  
2 So that's why I didn't want to fight that time.

3 Q. What is the name of the three  
4 restaurants that you say you are not on the list?

5 A. Okay. So Tsunami over Greenville and  
6 Virginia Tsunami. The name I understand was a  
7 Tsunami over Virginia and then another one Three  
8 Guys Wing.

9 Q. Is it your belief that those three other  
10 businesses were in operation at the time of the  
11 transaction in February of 2013?

12 A. Yes. I lived -- and also the Tsunami of  
13 Greenville was in operation that I know. Also I  
14 know how much money was put into that business.  
15 I do recall. Is it okay to tell you?

16 Q. Yes.

17 A. The Tsunami in Greenville, I purchased  
18 at \$120,000. So I put down \$60,000. 6-0. And  
19 then I got a note for \$60,000.

20 So the construction, I did not know  
21 exactly; but the construction, the telephone, the  
22 money owed men together to -- was my company.

23 THE INTERPRETER: I'm sorry. He meant  
24 to say Yokoso.

25 THE WITNESS: Corporation.

1 A. Corporation. So I paid that remodeling  
2 fee for Yokoso, Inc., corporation.

3 THE WITNESS: From Yokoso, yes.

4 Q. Were you a part owner of Tsunami of  
5 Greenville?

6 THE WITNESS: And our money over there,  
7 invest the money.

8 A. So my common sense is, you know, I was a  
9 partner. That I invested my money into the  
10 company. So if I invested my money to their as a  
11 partner, the company -- who does the company  
12 belong to? I need to ask you that question.

13 Q. Do you have documentation of making an  
14 investment in Tsunami of Greenville?

15 A. So the -- so there's no documents; but  
16 being that Sunny Park and Yong Park, we had other  
17 documents which was insurance documents. They  
18 used Yokoso corporation on that paper.

19 Q. So when you reviewed the agreement for  
20 the 2013 transaction, did you see that Tsunami of  
21 Greenville was not listed?

22 A. Correct. I didn't -- it was not there.

23 Q. Okay. And did you discuss this with  
24 anyone?

25 A. So only to my wife. As I mentioned

1 earlier, we are -- we are family members, you  
2 know. Don't make a problem, trouble. So we  
3 ending up here.

4 So right now I -- thought that came up  
5 to me. So accounting, since we did an income tax  
6 so accounting people might now. They have it.

7 Q. Is Tsunami of Greenville still open?

8 A. I think so.

9 Q. Have you ever been to the Tsunami of  
10 Greenville location?

11 A. Yes. Many times.

12 Q. Did you have any discussion with Yong  
13 Wook Park about how the Tsunami of Greenville  
14 entity would be divided?

15 A. No such thing. My understanding is Yong  
16 Park and I get 50 percent. 5-0. And Sunny Park,  
17 sister, 50 percent.

18 Q. Are you still an owner of Tsunami of  
19 Greenville?

20 A. I'm not sure. I don't know how the  
21 documents are.

22 Q. In 2013 -- in February of 2013 when you  
23 signed the agreement, were you aware that Tsunami  
24 of Greenville was not included in the agreement?

25 A. So at this time, I did not think of that

1 because I was stressed out. But after everything  
2 was finished, my wife said later on after  
3 everything was finished, how come that's not on  
4 the list? Then for the Virginia we lended --  
5 lent 160 -- \$160,000. So then she mentioned. So  
6 that's why we talked.

7 So then talk two days ago or while ago,  
8 I was cleaning my home. Then I found a copy of  
9 an insurance policy that it shows that Yokoso  
10 corporation paid for the payments. I need to  
11 find out more information about this.

12 Q. Is it your testimony that you personally  
13 loaned \$160,000 for the Tsunami of Greenville  
14 location?

15 THE INTERPRETER: Sir, can you repeat?  
16 Did you say 150 or 160?

17 MR. LESEMANN: 160.

18 THE INTERPRETER: Thank you.

19 A. He was not on Greenville Tsunami. It  
20 was green -- Tsunami for --

21 It was not a Tsunami of Greenville. It  
22 was Tsunami of Virginia. I only know the  
23 Virginia one.

24 THE WITNESS: 160,000.

25 A. I lent it. \$160,000.

1 A. I think I signed when we got the loan.  
 2 Q. Do you remember which bank the loan was  
 3 with?  
 4 A. I do not recall. I think it was a  
 5 mortgaging company, and then I just -- then we  
 6 end up sign so --  
 7 Q. Okay. Does the house at 1786 Cherokee  
 8 Rose Circle have any relationship to the  
 9 agreement that you signed with Yong Wook Park to  
 10 divide the restaurant assets?  
 11 A. So how soon, I did not talk about it.  
 12 Later on we were separating. Then about the  
 13 house, they do not -- for the family members  
 14 side, we were, like, the four of us. But they  
 15 had eight of them. So then I just says, leaving  
 16 the house. So I don't think -- it's not on here,  
 17 but I just gave that house to them.  
 18 Q. I'm going to ask you some more questions  
 19 about Mr. Graves Wilson.  
 20 A. Yes.  
 21 Q. Did you meet with him in person relating  
 22 to the division of the restaurant businesses and  
 23 the properties?  
 24 A. Yes.  
 25 Q. Did you meet with him several times?

1 A. So, well, maybe five to six times. I  
 2 don't know, and I met this many times; but I did  
 3 not count them. So I don't know.  
 4 Q. Did you also speak with him over the  
 5 phone from time to time?  
 6 A. So due to my limited English, I could  
 7 not call, talk over the phone. So usually I went  
 8 over there and talked, as I mentioned earlier,  
 9 because of an English problem. And then trying  
 10 to make it easy for all of us as a family member,  
 11 I just went there and followed his plan.  
 12 Q. Did you take a translator with you when  
 13 you met with Mr. Wilson?  
 14 A. Yes. Twice.  
 15 Q. Did you pay Mr. Wilson for the services  
 16 that he provided to you?  
 17 A. Yes. I think I made a payment with a  
 18 check.  
 19 Q. Are you satisfied with the services that  
 20 Mr. Wilson provided to you as your attorney for  
 21 the transaction?  
 22 A. That I do not know. At this time the  
 23 lawyer suggest me to file a lawsuit. You cannot  
 24 just let it go. So then I and my wife talked  
 25 about it. And then if we filed suit, you know,

1 we are family members; and then the relations  
 2 going to go bad. It's going to be, you know,  
 3 broken. So we did not want to do it; but then at  
 4 the time, the lawyer suggest to me to file a  
 5 lawsuit. But we opposed.  
 6 Q. Was this in 2012 when you had this  
 7 discussion?  
 8 A. I think so.  
 9 Q. Would it have been before February 27 of  
 10 2013 when you signed the agreement?  
 11 A. I guess -- when I signed it?  
 12 Q. Yes. When you signed the agreement on  
 13 February 27, 2013, did the conversation, the  
 14 discussion that you just mentioned, did that  
 15 occur prior to when you signed the agreement?  
 16 A. Only did it once. Once.  
 17 Q. Only had one -- are you saying that you  
 18 only had one conversation about a potential  
 19 lawsuit?  
 20 A. Yes. Talked about once.  
 21 Q. And that was before you signed the  
 22 agreement?  
 23 A. Yes.  
 24 Q. And what were you going to file a  
 25 lawsuit about potentially?

1 A. So at that time this -- I look at the  
 2 papers, and everything was wrong. So at the  
 3 time -- and I think the lawyer found out  
 4 something. Then later on -- later on after I  
 5 signed the agreement, I was, kind of, curious.  
 6 So we searched on the computer and entered the  
 7 Yong Wook Park and Sunny Kim, and there was three  
 8 properties we were not aware of.  
 9 Yeah. I recall there was three of them.  
 10 Wilmington Beach house, and Myrtle Beach Yokoso,  
 11 and then Greenville house. There are three of  
 12 them.  
 13 THE WITNESS: And after, church member,  
 14 they tell me about how the --  
 15 A. So that my -- also the church members  
 16 said when they went to Asheville to get the  
 17 efforts, the Sunny Kim said that the building  
 18 over there is also mine so I -- I thought they  
 19 were hiding too many things. That's why we end  
 20 up here.  
 21 Q. What were you going to file a lawsuit  
 22 about prior to when you signed the agreement  
 23 instead?  
 24 A. Could you repeat the question?  
 25 Q. What were you going to file a lawsuit

1 had had some discussions with; and there was  
2 going to be a discussion between you and him on  
3 that.

4 I believe he doesn't want to disclose  
5 those names, but we'll just -- if you recall  
6 where we were, that's -- I think that's where we  
7 sort of were.

8 THE INTERPRETER: Okay.

9 BY MR. LESEMANN:

10 Q. So could you please identify the church  
11 members who approached you to claim that Yong  
12 Wook Park and Sunny Park had assets that they  
13 were hiding or not disclosing to you?

14 A. So I cannot give out those names because  
15 they did not do it intentionally. They were just  
16 talking, and it came out easily. So I cannot  
17 talk about those names because, you know, then  
18 our relationship would go bad. So, please, I  
19 cannot tell you.

20 Q. Okay. So because these are witnesses  
21 that have given information to you and  
22 participated in conversations about -- that  
23 Mr. Lee believes are important to this lawsuit,  
24 he is not at liberty to refuse to disclose those  
25 names to me.

1 A. Well, I need to ask the names then. So  
2 when I was at the rest -- they came once to the  
3 restaurant. So I do not recall their names  
4 exactly. So then I think the best way to  
5 approach is this not get those names; but I think  
6 it's better to find those properties, not getting  
7 those payment from the third parties, if I'm  
8 still connection.

9 MR. LESEMANN: All right. Could you  
10 explain that if I'm not able to get a disclosure  
11 of the names, that I have the right to petition  
12 the Court to compel Mr. Lee to provide that  
13 information because it's discoverable knowledge  
14 that's known to him and to ask the Court to also  
15 require him to pay the costs of reconvening his  
16 deposition, including the costs to bring you back  
17 as our translator.

18 A. I understand.

19 Q. Speaking of church members, members of  
20 the church have approached your mother-in-law to  
21 tell her that Yong Wook Park has lost this case  
22 and will go to jail if he does not pay you.

23 And by your mother-in-law, I'm referring  
24 to Yong Wook Park's mother.

25 A. Yes.

1 Q. Please identify each person at the  
2 church that you have discussed this lawsuit with.

3 A. So I do not have any specific church  
4 member I talk about this lawsuit because all the  
5 Park family know about this, and then also all my  
6 family members know about this. So usually, you  
7 know, when you talk about the case, that's  
8 generally speaking, this is something wrong that  
9 you may up going to jail. But nothing specific.

10 Q. Are you alleging under oath that you  
11 have not spoken with any member of the church  
12 relating to this lawsuit?

13 A. Well, I do not recall. I don't know  
14 other -- I don't know. I do not -- I cannot  
15 recall if had any conversation.

16 Q. Please refer to the document that's been  
17 marked as Exhibit No. 10.

18 MR. LESEMANN: Sorry. I know I've  
19 underlined on it, but maybe we should move this  
20 sticker. Is that okay, Karen?

21 MS. DEJONG: Yes, uh-huh.

22 MR. LESEMANN: Tina, I now have the  
23 document that's been marked as Exhibit No. 10,  
24 and it's the document that was emailed to you  
25 earlier today.

1 THE INTERPRETER: Yes.

2 Q. In paragraph 12 it states, "Due to  
3 plaintiff's difficulty understanding English,  
4 plaintiff relied upon defendant's verbal  
5 representations as to the value of the assets  
6 when plaintiff agreed to the division of the  
7 properties."

8 What verbal representations,  
9 specifically, are you alleging that Yong Wook  
10 Park made to you relating to the value of the  
11 assets?

12 A. Are you asking because it talks about  
13 the value of the assets?

14 Q. I am asking because in the complaint, he  
15 says he is relying upon defendant's verbal  
16 representations; and I want to know the exact  
17 verbal representations that he is referring to in  
18 his complaint.

19 A. So there was no conversation regarding  
20 the value of the assets. The only -- I only  
21 talked about the assets.

22 Q. Okay. So to confirm, neither defendant  
23 made any verbal representations to you relating  
24 to the value of the assets prior to when you  
25 signed the agreement?

1 A. Correct. We did not talk about the  
2 value.

3 Q. In paragraph 11, it states that  
4 defendant caused this agreement to be breached by  
5 failing to provide plaintiff with a full  
6 financial disclosure.

7 Can you identify the provision in the  
8 agreement that required Yong Wook Park to provide  
9 you with a full financial disclosure of the  
10 company's assets, liabilities, payoff statements,  
11 appraisals and any other documentation?

12 A. So then I think, you know, what is a  
13 partner? I think a partner has 50 percent or  
14 less rights to the -- the properties possession  
15 even though those are not listed on this  
16 document. I think it's obvious they need to give  
17 those information and under, you know, American  
18 law or any other law.

19 Q. Can you identify any provision in the  
20 agreement that required defendant to provide you  
21 a full financial disclosure relating to assets  
22 that you both owned?

23 THE INTERPRETER: Sir, can I repeat the  
24 question to him?

25 MR. LESEMANN: Yes, you may repeat my

1 question. Certainly.

2 THE INTERPRETER: Thank you.

3 A. Okay. I do not know. I do not know  
4 about that, but it's a common sense. I think you  
5 should give all that information to your partner.

6 Q. I understand that. And I just want to  
7 confirm. The agreement is 16 pages. You can  
8 answer this question by telling me that it's on  
9 page 1, page 2, or any other page. Or you can  
10 tell me that it is in Section 2 or Section 4 or  
11 Section 8.

12 But I just want to ask -- and I  
13 understand what you've said about partnership.  
14 But I want to ask is there any provision anywhere  
15 in this agreement that specifically requires that  
16 Yong Wook Park provide you with a full financial  
17 disclosure?

18 A. I don't know. I do not know. This  
19 needs to be checked by a professional. These are  
20 my -- I cannot tell. I need to -- I'm going to  
21 ask a professional first.

22 Q. As we sit here today, you cannot name  
23 any page or any section of this agreement that  
24 requires Yong Wook Park to provide you with a  
25 full financial disclosure; is that correct?

1 A. Could you -- can you repeat? Can you  
2 repeat?

3 Q. Yes.

4 I understand what you have said about  
5 partnership and how you feel partners are  
6 obligated to each other; however, for purposes of  
7 clarification, is it true that you cannot  
8 identify any section of this agreement that  
9 requires Yong Wook Park to provide you with a  
10 full financial disclosure of these assets?

11 A. Is it okay to -- to talk to my lawyer?

12 Q. No.

13 A. Then I cannot help it.

14 Q. Do you have an answer in terms of a  
15 section or page?

16 A. So I cannot talk to my lawyer. Then if  
17 I need to answer right now, then I think  
18 something is wrong.

19 Q. I'll just move on. It's not worth  
20 spending any more time about, and I'll just --  
21 yeah. Hasn't identified anything yet so -- what  
22 I'd like to do is to move on to paragraph 13. Of  
23 the complaint, yes.

24 Did you read this complaint before it  
25 was filed?

1 A. So I cannot read these papers. I did  
2 not understand, but I think I saw it once.

3 Q. After the transaction did you have the  
4 right to sell Yokoso, Inc., if you wanted to do  
5 so?

6 A. Which period are you referring to?

7 Q. After February 27, 2013.

8 A. So are you asking me if I'm able to sell  
9 it?

10 Q. After the transaction date, did you have  
11 the ability to sell Yokoso, Inc., if you wanted  
12 to do so?

13 A. I have not thought about it because of  
14 the bank of going through foreclosure. So I did  
15 not think about it.

16 Q. Were you the sole owner of Yokoso, Inc.,  
17 after the transaction on February 27, 2013?

18 A. I think so. I'm not sure.

19 Q. If you are the sole owner of a company,  
20 do you have the right to sell the company?

21 A. Yes. At this time -- the forecloser by  
22 a bank, so I did not think about that.

23 Q. You have not answered my question in the  
24 two times that I have asked it. I understand  
25 that you lost Yokoso, Inc., due to foreclosure.

1 interpreter.

2 A. He said that the people -- the people --  
3 so all I mentioned when we were dividing, the  
4 things which were not on the list, the company,  
5 the -- there was some list. But specific  
6 representing something and so they were not on  
7 the list. So I cannot accept that.

8 Q. So I understand that. But I'm talking  
9 about the companies and the properties that are  
10 on the list.

11 A. Yes. Then what's the question? I do  
12 not understand the question.

13 Q. Okay. The question is: Separate from  
14 what's stated in the agreement on this page, are  
15 you alleging that representations were made to  
16 you about the amounts of debts of these entities  
17 and these properties that aren't in this  
18 agreement?

19 A. I do not recall.

20 Q. Prior to the transaction did you review  
21 any of the tax returns for any of the entities?

22 A. The tax returns, are you reporting for  
23 the restaurants?

24 Q. Yes.

25 A. This one here or --

1 Q. Yes.

2 A. So I know -- and now I know the tax  
3 returns. So what's the question about the tax  
4 returns?

5 Q. Did you review any of them prior to the  
6 transaction as you were preparing to enter the  
7 transaction?

8 A. No, I didn't ask them. When we were  
9 dividing, as I mentioned earlier, my family  
10 members didn't want to fight. So let's be like  
11 that. So I did not review them.

12 Q. Did you review any financial statements  
13 for any of the businesses before you entered the  
14 transaction?

15 A. No. Did not give me.

16 Q. Did you ask for any financial statements  
17 prior to entering into the transaction?

18 A. I don't think so, no. So because they  
19 say every day "no money, no money," so I believed  
20 them.

21 Q. Is the answer, no, I did not ask for  
22 any?

23 A. Okay.

24 Q. Is that correct? He did not ask for  
25 any?

1 A. Correct.

2 Q. So in the agreement, which has been  
3 marked as Exhibit No. 09, did you ever read  
4 paragraph 9?

5 A. I don't think so. I don't think I have  
6 read them now, right now.

7 Q. Do you know whether your lawyer read it?

8 A. I do not know.

9 Q. Did you read paragraph 17, which appears  
10 on page 13 and 14?

11 A. Pages 13 and page 14?

12 Q. Paragraph 17, which is called complete  
13 agreement/merger.

14 A. Maybe. I have read it. But due to my  
15 English ability, even though I read it, even --  
16 maybe I did not understand, but I just say I read  
17 it.

18 Q. Can you remember what parts of this  
19 agreement that you have ever read?

20 A. So rather than reading these, as I  
21 mentioned earlier, we do not want to be bound by  
22 this. So we want to just sign it up fast, and  
23 hopefully everything works out well.

24 MR. LESEMANN: Tina, you just said that  
25 he did not want to be bound by this. I need to

1 clarify. Was -- was --

2 THE INTERPRETER: That the --

3 A. So the family, my wife said just to, you  
4 know, do it, like easily, to not to go into  
5 details because of younger brother. He's like my  
6 wife's younger brother. Also he's living  
7 together with my wife's parents. So, you know,  
8 family members, position, that fight, that's why.

9 Q. Understood. So it was to keep family  
10 peace.

11 A. Yes.

12 (Exhibit No. 11 was marked for  
13 identification.)

14 Q. So I'm showing you what's been marked as  
15 Exhibit No. 11.

16 A. Okay.

17 Q. Did you work together with your attorney  
18 to respond to these discovery requests? To these  
19 questions?

20 A. Yes.

21 Q. Are you able to identify anything in  
22 this set of answers to interrogatories that is  
23 incorrect?

24 A. So right now with my English, I cannot  
25 identify them. Can I check later and let you

1 know later?

2 Q. Well, the purpose of the deposition is  
3 for today. If he wishes to work with his  
4 attorney to amend these at some later time, I  
5 guess that's something that they can discuss.

6 But I just want to ask as we're sitting  
7 here today, is there anything -- did he -- well,  
8 I'll ask it a different way.

9 Did he review these -- did he review  
10 these answers to these questions before they were  
11 provided to me?

12 A. So are you asking me if I've reviewed  
13 this answer to the questions?

14 Q. Yes.

15 A. Not sure, but we talk together. We  
16 talked together.

17 Q. Okay. Relating back to the agreement,  
18 which was Exhibit No. 09, did you ever sit down  
19 with Yong Wook Park and review a copy of this  
20 agreement directly with Yong Wook Park?

21 A. So this document, lawyer for the Parks,  
22 Yong Park, not great person. The lawyer for  
23 Mr. Park made this agreement; and then later on  
24 in Myrtle Beach, both worked on together. And  
25 Yong Wook Park's lawyer was this man.

1 Q. When you say you worked on it together,  
2 do you mean you and Mr. Wilson?

3 A. No. This paper, the Yong's lawyer  
4 prepared and brought this. So Yong, again, I  
5 said let's do it. I think that's how it said.

6 Q. Okay. Other than agreeing to sign the  
7 document, did you have any other discussion with  
8 Yong Wook Park about the specific wording of the  
9 agreement?

10 A. So, no. First things, like I hating  
11 from the very beginning with this stuff. Just  
12 sign that, you know, you lawyers and you have to  
13 answers to those question. I have a limited  
14 English. I'm an immigrant. Then if I -- you  
15 have to do those things, you use the words on  
16 everything. That stuff is really unnecessary.  
17 If I knew how to do it, it would just be  
18 unnecessary.

19 Q. Okay. And I'm just going to -- just for  
20 clarification, did you ever sit down with Yong  
21 Wook Park to discuss the draft document that the  
22 attorneys had prepared?

23 A. Yes. At the business of this, I talked  
24 once or twice.

25 Q. And that was prior to signing the

1 document?

2 A. Before signing?

3 Q. Yes.

4 A. I think so. Yes. Yes. The day of  
5 signing --

6 Q. So are you saying that you had a meeting  
7 on the day of signing in which you and Park  
8 agreed that you would sign?

9 A. Yeah. I signed it. That is correct.

10 MR. LESEMANN: All right. Well, I don't  
11 have any further questions for the witness. And,  
12 Karen, I don't know if you wanted to -- since  
13 I've asked everything more than once --

14 THE WITNESS: Thank you.

15 MR. LESEMANN: Tina, thank you very  
16 much. I think that we're --

17 MS. DEJONG: I just have one question.

18 MR. LESEMANN: So, Tina, we have one  
19 question that the plaintiff's attorney, Karen,  
20 would like to ask. So we will need you for that.

21 EXAMINATION

22 BY MS. DEJONG:

23 Q. Mr. Lee, at the time that this agreement  
24 was signed, did you think it was a fair division  
25 of the property, including the debt?

1 THE INTERPRETER: Can you repeat that,  
2 please?

3 Q. I said, Mr. Lee, at the time you signed  
4 this agreement, did you believe that it was a  
5 fair division of the properties, taking into  
6 account the debt?

7 THE WITNESS: Not fair. So the --

8 A. I'd say it was not fair.

9 Q. But at the time you signed it, did you  
10 think it was fair?

11 A. At the time I did not even think of that  
12 kind of a question because I -- I stated many  
13 times. My wife was saying that -- let's go  
14 smoothly for the peace of the family. So let's  
15 just do it, you know, without going through, you  
16 know, details. So then read my our, like my  
17 English, it's really hard to understand this kind  
18 of a document. It's very hard to do it.

19 MS. DEJONG: I have no further  
20 questions.

21 MR. LESEMANN: Okay. Tina, now we're  
22 done. Thank you.

23 (The deposition concluded at 5:51 p.m.)

24 - - -

25

# LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMANN  
EMAIL: [erl@lalawsc.com](mailto:erl@lalawsc.com)

418 KING STREET, SUITE 301  
CHARLESTON, SOUTH CAROLINA 29403

DIRECT: (843) 724-5156  
WEBSITE: [www.lalawsc.com](http://www.lalawsc.com)

TELEPHONE (843) 724-5155

April 22, 2019

## VIA HAND-DELIVERY

The Honorable Julie J. Armstrong  
Charleston County Clerk of Court  
100 Broad Street, Suite 106  
Charleston, SC 29401

Re: *Ho Dong Lee v. Yong Wook Park and Sunny Kim Park*  
Case No.: 2017-CP-10-3705

Dear Ms. Armstrong:

Enclosed for filing please find the original and three (3) copies of the Memorandum in Support of Defendants' Motion for Summary Judgment in connection with the above-referenced matter. I would ask that you please file the original of this pleading with the Court and return a file-stamped copies to me via my courier.

Thank you for your assistance with this matter.

With best regards,



Ellis R. Lesemann

ERL/ajs  
Enclosures

cc: Karen M. DeJong, Esq. (*via hand-delivery*)

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

HO DONG LEE,

Plaintiff,

vs.

YONG WOOK PARK and SUNNY KIM  
PARK,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2017-CP-10

**AFFIDAVIT OF  
YONG WOOK PARK**

FILED  
JUL 10 2019  
APR 22 PM 2:46  
ARMSTRONG  
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, Yong Wook Park, who being first duly sworn, deposes and states as follows based on his own personal knowledge:

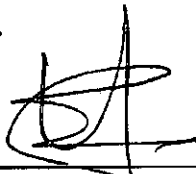
1. My name is Yong Wook Park. I am a resident of South Carolina and am a defendant in this case.

2. On February 27, 2013, when I entered into an Agreement for Purchase and Sale with Ho Dong Lee, I did not own any interest in a company known as Tsunami of Greenville, LLC. Although I did help the business get started and initially held an interest in the business, my interest was sold in 2003 or 2004. As a result, it was not included as part of the Agreement because it was not something that Mr. Lee and I owned together on a 50/50 basis. To my knowledge, Tsunami of Greenville is still owned by Jae W. Lee and Eun H. Lee, as indicated in the accompanying letter attached as Exhibit A from the accountant for that company.

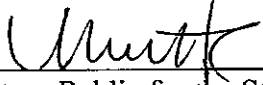
3. I do not own, and have never owned, any interest in a company known as Tsunami of Fairfax, Inc. To my knowledge, that business is owned by Myong H. Kim, as indicated in the tax records attached as Exhibit B. I am not aware of any business called "Tsunami of Virginia."

4. I was previously a member in Three Guys Wings, LLC, which operated a restaurant. This business has closed. Ho Dong Lee was never a member in this business. No funds from Mr. Lee were ever invested in this business. Since this business was not jointly owned by me and Mr. Lee in 2013, this business was not part of the Agreement for Purchase and Sale.

**FURTHER AFFIANT SAYETH NOT.**

  
\_\_\_\_\_  
Yong Wook Park

SWORN to and subscribed before me  
This 22<sup>nd</sup> day of April, 2019.

  
\_\_\_\_\_  
Notary Public for the State of South Carolina  
My commission expires: 5/7/2024

**EXHIBIT A**

*Letter from Accountant Regarding Tsunami of Greenville, LLC*

4605 Pinecrest Office Park Dr.  
Suite E  
Alexandria, VA 22312



TEL:(703)750-3970  
FAX:(703)762-1255  
msim@michaelsimcpa.com  
www.michaelsimcpa.com

**MICHAEL W. SIM &**  
**COMPANY, P.C.**  
CERTIFIED PUBLIC ACCOUNTANT

a member of AICPA

April 12, 2019

RE: Jae W. & Eun H. Lee  
Tsunami of Greenville LLC  
Greenville, South Carolina

To whom it may concern:

Our firm handles the accounting and payroll for the above referenced business, Tsunami of Greenville, LLC.

This letter is to confirm the fact that Jae W. and Eun H. Lee jointly own the above business as 100% owner (50% each, respectively), and ever since 2004 until now, all applicable business and personal tax returns have been filed accordingly.

If you have any further question, give us a call.

Regards,

Michael W. Sim, CPA  
Alexandria, Virginia

**EXHIBIT B**

*Tax Records Tsunami of Fairfax, Inc.*

1



## Election by a Small Business Corporation

(Under section 1362 of the Internal Revenue Code)

OMB No. 1545-0146

▶ See Parts II and III on back and the separate instructions.  
 ▶ The corporation may either send or fax this form to the IRS. See page 2 of the instructions.

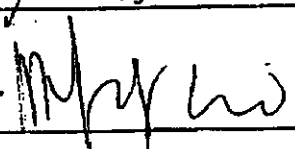
- Notes: 1. Do not file Form 1120S, U.S. Income Tax Return for an S Corporation, for any tax year before the year the election takes effect.  
 2. This election to be an S corporation can be accepted only if all the tests are met under Who May Elect on page 1 of the instructions; all shareholders have signed the consent statement; and the exact name and address of the corporation and other required form information are provided.  
 3. If the corporation was in existence before the effective date of this election, see Taxes an S Corporation May Owe on page 1 of the instructions.

### Part I Election Information

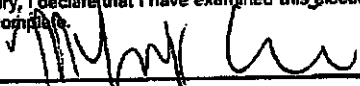
Please Type or Print	Name of corporation (see instructions) <b>TSUNAMI OF FAIRFAX, INC.</b>	A Employer identification number <b>20 4941267</b>
	Number, street, and room or suite no. (if a P.O. box, see instructions.) <b>13039 FAIR LAKES SHOPPING CTR</b>	B Date incorporated <b>5/5/2006</b>
	City or town, state, and ZIP code <b>FAIRFAX, VA 22033-5179</b>	C State of incorporation <b>VA</b>
D Check the applicable box(es) if the corporation, after applying for the EIN shown in A above, changed its name <input type="checkbox"/> or address <input checked="" type="checkbox"/>		
E Election is to be effective for tax year beginning (month, day, year) <b>▶ 9 18 106</b>		
F Name and title of officer or legal representative who the IRS may call for more information <b>MYONG H. KIM, PRESIDENT</b>		G Telephone number of officer or legal representative <b>(703) 455-7708</b>

H If this election takes effect for the first tax year the corporation exists, enter month, day, and year of the earliest of the following: (1) date the corporation first had shareholders, (2) date the corporation first had assets, or (3) date the corporation began doing business **▶ 9 18 106**

I Selected tax year: Annual return will be filed for tax year ending (month and day) **▶ DEC 31**  
 If the tax year ends on any date other than December 31, except for a 52-53-week tax year ending with reference to the month of December, you must complete Part II on the back. If the date you enter is the ending date of a 52-53-week tax year, write "52-53-week year" to the right of the date.

J Name and address of each shareholder; shareholder's spouse having a community property interest in the corporation's stock; and each tenant in common, joint tenant, and tenant by the entirety. (A husband and wife (and their estates) are counted as one shareholder in determining the number of shareholders without regard to the manner in which the stock is owned.)	K Shareholders' Consent Statement. Under penalties of perjury, we declare that we consent to the election of the above-named corporation to be an S corporation under section 1362(a) and that we have examined this consent statement, including accompanying schedules and statements, and to the best of our knowledge and belief, it is true, correct, and complete. We understand our consent is binding and may not be withdrawn after the corporation has made a valid election. (Shareholders sign and date below.)		L Stock owned		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares	Dates acquired		
<b>MYONG H. KIM 6684 OLD BLACKSMITHOR. BURKE, VA 22015</b>		<b>9/8/06</b>	<b>100</b>	<b>9/8/06</b>	<b>251-43-4425</b>	<b>12/31</b>

Under penalties of perjury, I declare that I have examined this election, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer **▶ ** Title **▶ PRESIDENT** Date **▶ 9/8/06**

Schedule K-1 (Form 1120S)

2017

Department of the Treasury Internal Revenue Service

For calendar year 2017, or tax year

beginning / / 2017 ending / /

Shareholder's Share of Income, Deductions, Credits, etc.

See back of form and separate instructions.

**Part I Information About the Corporation**

**A** Corporation's employer identification number  
20-4941267

**B** Corporation's name, address, city, state, and ZIP code  
Tsunami of Fairfax Inc  
13039 Fair Lakes Shopping Center  
Fairfax, VA 22033

**C** IRS Center where corporation filed return  
Cincinnati, OH 45999-0013

**Part II Information About the Shareholder**

**D** Shareholder's identifying number  
251-43-

**E** Shareholder's name, address, city, state, and ZIP code  
Myong H Kim  
6684 Old Blacksmith Drive  
Burke, VA 22015

**F** Shareholder's percentage of stock ownership for tax year 100.00000 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	13	Credits
	-6,830.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
		A	117.
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
A	2,420.		
		17	Other information

\* See attached statement for additional information.

# LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMANN  
EMAIL: [erl@lalawsc.com](mailto:erl@lalawsc.com)

418 KING STREET, SUITE 301  
CHARLESTON, SOUTH CAROLINA 29403

DIRECT: (843) 724-5156  
WEBSITE: [www.lalawsc.com](http://www.lalawsc.com)

TELEPHONE (843) 724-5155

April 22, 2019

## VIA HAND-DELIVERY

The Honorable Julie J. Armstrong  
Charleston County Clerk of Court  
100 Broad Street, Suite 106  
Charleston, SC 29401

Re: *Ho Dong Lee v. Yong Wook Park and Sunny Kim Park*  
Case No.: 2017-CP-10-3705

Dear Ms. Armstrong:

Enclosed for filing please find the original and three (3) copies of the Affidavit of Yong Wook Park in connection with the above-referenced matter. I would ask that you please file the original of this pleading with the Court and return a file-stamped copies to me via my courier.

Thank you for your assistance with this matter.

With best regards,



Ellis R. Lesemann

ERL/ajs  
Enclosures

cc: Karen M. DeJong, Esq. (*via hand-delivery*)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

HO DONG LEE,

Plaintiff,

YONG WOOK PARK and SUNNY KIM PARK,

Defendants.

) IN THE CIRCUIT COURT  
) NINTH JUDICIAL CIRCUIT

) CASE NO. 2017-CP-10-3705

) **PLAINTIFF'S OPPOSITION  
) TO DEFENDANTS' MOTION  
) FOR SUMMARY JUDGMENT**

FILED  
2019 APR 22 PM 2:31  
JULIE J. AGRESTI, CLERK  
CLERK OF COURT

Plaintiff, HO DONG LEE, by and through his undersigned attorney, hereby opposes Defendants' Motion for Summary Judgment as follows:

**A. Defendants have not complied with SCRPC Rule 6(d) and Rule 6(a).**

SCRPC 6(d) states that a written motion shall be served not later than ten days before the time specified for the hearing and that opposing affidavits may be served not later than two days before the hearing. **See Rule 6 attached hereto as Exhibit A.**

SCRPC Rule 6(a) states that in computing any period of time prescribed or allowed by these Rules, "the day of the act after which the designated period of time begins to run is NOT to be included.

On April 12, 2019, Defendants allege that their attorney mailed Defendants' Motion for Summary Judgment to Plaintiff's counsel. Provided Defendants can provide proof of the mailing on April 12, 2019, that day is not used in the computation of the ten days service requirement of Rule 6(d). See Exhibit A.

A hearing has been scheduled for April 23, 2019 at 10:00 a.m. Ten days from April 13, 2019 is April 22, 2019, which is one (1) day before the hearing thereby prohibiting the Plaintiff

from filing Opposing Affidavit by the two (2) days rule set forth above in SCRCR Rule 6(d). See Exhibit A.

Further, the Court was closed on April 19, 2019, in the afternoon, because of inclement weather, which shortened Plaintiff's time to prepare and file Opposing Affidavit.

**B. Defendants have not complied with all terms of the Scheduling Order.**

Defendants rely on the Scheduling Order dated February 4, 2019 in its' argument that their Motion for Summary Judgment is timely filed and that Plaintiff was noticed of the hearing date of April 23, 2019. **See Order attached hereto as Exhibit B.**

Plaintiff was under the reasonable assumption that the April 23, 2019 motion date would be delayed for the following reasons: Defendants did not complete discovery by March 15, 2019; Defendants deposed Plaintiff on April 10, 2019 and the transcript is pending; Christopher Ulmer, Accountant to the parties, has not complied with Plaintiff's subpoena; the parties did not schedule mediation by April 5, 2019; and the parties are in the process of scheduling mediation. See Exhibit B deadlines.

It was not until last Friday, April 19, 2019, that Plaintiff received notice from Defendants' attorney that he was proceeding with the Motion for Summary Judgment on April 23, 2019. **See Letter from Ellis R. Lesemann to Karen DeJong dated April 19, 2019 attached hereto as Exhibit C.**

**C. Plaintiff cannot file Opposing Affidavit until his Deposition Transcript is received.** Plaintiff will use his testimony at deposition to support his Opposition Affidavit to Defendants' Motion for Summary Judgment. Plaintiff's testimony, sworn under oath, will show the Court that he has sufficient evidence to support his causes of action in this matter and that

under the discovery rule, he was permitted to file a lawsuit against the Defendants, notwithstanding the Statute of Limitations.

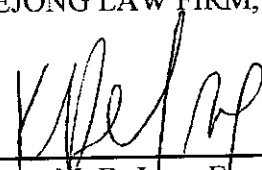
WHEREFORE, the Plaintiff respectfully requests that Defendants' Motion for Summary Judgment be denied or the hearing date continued until such time as Plaintiff has sufficient time to prepare his Opposition Affidavit and in accordance with due process.

Dated: April 22, 2019

Mount Pleasant, SC

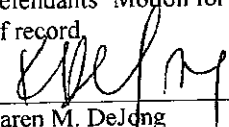
DEJONG LAW FIRM, LLC

By: \_\_\_\_\_

  
Karen M. DeJong, Esq.  
222 West Coleman Blvd., Ste. 110  
Mt. Pleasant, SC 29464  
Tel. # (843) 216-6161  
Fax # (843) 300-1080  
karen@dejonglawfirm.com  
Attorney for Plaintiff

Certificate of Service

I hereby certify that I have this date, emailed and mailed, Plaintiff's Opposition to Defendants' Motion for Summary Judgment to counsel  
Of record

  
\_\_\_\_\_  
Karen M. DeJong  
April 22, 2019

**EXHIBIT A**

## RULE 6

**RULE 6  
TIME**

**(a) Computation.** In computing any period of time prescribed or allowed by these rules, by order of court, or by any applicable statute, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a State or Federal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor such holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and holidays shall be excluded in the computation. A half holiday shall be considered as other days and not as a holiday.

**Note:**

This Rule 6(a) replaces and considerably clarifies Code § 15-1-20; particularly as to computing time when there are consecutive holidays.

**(b) Enlargement.** When by these rules or by notice given thereunder or by order of court an act is required or allowed to be done at or within a specified time, the time may be extended by written agreement of counsel for an additional period not exceeding the original time provided in these rules, or the court for cause shown may at any time in its discretion (1) with or without written motion or notice order the period enlarged if request therefor is made before the expiration of the period as originally prescribed or extended or (2) upon motion made after the expiration of the specified period, for good cause shown, permit the act to be done. The time for taking any action under rules 50(b), 52(b), 59, and 60(b) may not be extended except to the extent and under the conditions stated in them. The time for filing notice of intent to appeal is jurisdictional and may not be extended by consent or order.

**Note:**

This Rule 6(b) is the same as the Federal Rule, which is in turn a more concise statement of Code §§ 15-13-90 and 15-27-120 and Circuit Rule 62, except that the Rule continues the present State practice of allowing one limited extension of time by agreement of counsel.

**Note to 1986 Amendment:**

This amendment authorizes the court to permit an act to be done after the expiration of time upon a showing of good cause. This is the standard applied by courts in practice and is found in Rule 55(c) for relief from entry of default. The change distinguishes the test under Rule 6(b) which is applicable when filings are untimely, from that used when a party has obtained a judgment. Post-judgment relief under Rule 60(b) remains governed by the stricter standard of excusable neglect which has a precise meaning under state precedents. See also Rule 55(c).

**(c) Unaffected by Expiration of Term.** The period of time provided for the doing of any act or the taking of any proceeding is not affected or limited by the continued existence or expiration of a term of court. The continued existence or expiration of a term of court in no way affects the power of a court to do any act or take any proceeding in any civil action which has been pending before it.

**Note:**

This Rule 6(c) was deleted from the Federal Rule in 1966, but was retained here as a much-needed clarification of State practice. The confusion as to the powers of the court with the modern advent of many "special terms" is eliminated. Time limits on such matters are now stated in the applicable rule; i.e., Rule 59 as to time for motions for new trial.

**(d) For Motions--Affidavits.** A written motion other than one which may be heard ex parte, and notice of the hearing thereof, shall be served not later than ten days before the time specified for the hearing, unless a different period is fixed by these rules or by an order of the court. Such an order may for cause shown be made on ex parte application. When a motion is to be supported by affidavit, the affidavit shall be served with the motion; and, except as otherwise provided in Rule 59(c), additional or opposing affidavits may be served not later than two days before the hearing, unless the court permits them to be served at some other time. The moving party may serve reply affidavits at any time before the hearing commences. In all cases where a motion shall be granted on payment of costs or on the performance of any condition, or where an order shall require such payment or performance, the party whose duty it shall be to comply therewith shall have 20 days for that purpose, unless otherwise directed in the order.

**Note:**

This Rule 6(d) is the same as the Federal Rule, except that the Rule has enlarged notice time from 5 to 10 days. The last sentence is added to preserve Circuit Rule 62.

**(e) Additional Time After Service by Mail or Upon Statutory Agent.** Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail or upon a person designated by statute to accept service, five days shall be added to the prescribed period.

**Note:**

This Rule 6(e) is the same as the Federal Rule except that the additional time to take an act after service is by mail is increased from 3 to 5 days. This replaces the very unclear meaning of Code § 15-9-950.

**EXHIBIT B**



**EXHIBIT C**

# LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMANN  
EMAIL: [erl@lalawsc.com](mailto:erl@lalawsc.com)

418 KING STREET, SUITE 301  
CHARLESTON, SOUTH CAROLINA 29403

TELEPHONE (843) 724-5155

DIRECT: (843) 724-5156  
WEBSITE: [www.lalawsc.com](http://www.lalawsc.com)

April 19, 2019

## VIA EMAIL AND U.S. MAIL

Karen M. DeJong, Esq.  
DeJong Law Firm, LLC  
222 West Coleman Blvd., Suite 110  
Mount Pleasant, SC 29464

Re: *Ho Dong Lee v. Yong Wook Park and Sunny Kim Park*  
Case No.: 2017-CP-10-3705

Dear Karen:

I have enclosed a Notice of Hearing and a copy of the Court Roster indicating that Defendants' Motion for Summary Judgment will be heard on April 23, 2019, at 10:00 a.m. in front of Judge Scarborough. The Court Roster also indicates that a Pre-Trial Hearing in this matter will be held contemporaneously with the hearing on Defendants' Motion for Summary Judgment.

With best regards,

*s/ Ellis*

Ellis R. Lesemann

ERL/nmr  
Enclosure



**CERTIFICATE OF SERVICE**

I hereby certify that I have this date mailed, postage prepaid, a true and correct copy of the **Notice of Hearing** to the following counsel of record:

Karen M. DeJong, Esq.  
DeJong Law Firm, LLC  
272 West Coleman Blvd., Suite 200  
Mount Pleasant, SC 29464-5652

**Counsel for Plaintiff**

By:   
Nina M. Rogers

This 1<sup>st</sup> day of April, 2019  
Charleston, South Carolina

STATE OF SOUTH CAROLINA

) IN THE CIRCUIT COURT  
) NINTH JUDICIAL CIRCUIT

COUNTY OF CHARLESTON

)  
) CASE NO. 2017-CP-10-3705

HO DONG LEE,

)  
)

Plaintiff,

) **PLAINTIFF'S MEMORANDUM IN**  
) **OPPOSITION**  
) **TO DEFENDANTS' MOTION**  
) **FOR SUMMARY JUDGMENT**

vs.

YONG WOOK PARK and SUNNY KIM PARK,

)  
)

Defendants.

FILED  
MAY 13 PM 1:09  
JULIE J. AMIS, CLERK OF COURT

Plaintiff, HO DONG LEE, by and through his undersigned attorney, hereby opposes Defendants' Motion for Summary Judgment and submits this Memorandum in Opposition. Plaintiff is a Korean immigrant who has great difficulty understanding or reading English. His brother-in-law, Yong Wook Park, and Mr. Park's wife, Sunny Kim Park, received high school education in the United States and the two families lived together in the same house for many yaars. Plaintiff relied upon Defendants in their business decisions and would provide monies upon request from them. However, the parties had a falling out and they separated their residences.

At the time of the signing of the Agreement, Plaintiff was led to believe that the Agreement was a 50/50 division of assets/liabilities. Because of his limited English, he could not fully read the Agreement or understand it but trusted Defendants when he signed the Agreement that it was a fair transaction.

Only after he discovered that the Defendants were selling their businesses for millions while his small business was lost through foreclosure, did Plaintiff realize that he had been taken

advantage of, especially when his building that housed Yokoso, Inc., was bought from the lender by Defendants for a reduced sale price.

**A. Plaintiff's Response to Defendant's Argument #I- Plaintiff's Claims are Time-Barred and should be Dismissed:**

Defendants are barred from raising the Statute of Limitation defense. The Statute of Limitations is an Affirmative Defense as set forth in S.C.R.C.P. 8(c). In order to rely on a Statute of Limitation defense, a defendant must specifically raise and plead the defense. If the defendant fails to specifically plead the defense, it will be deemed to be waived, Whitehead v. State, 352 S.C. 215, 220, 574 S.E.2d 200, 202 (2002) citing Adams v. B &D, Inc., 297 S.C. 416, 419, 377 S.E.2d 315, 317 (1989).

Defendants' Answer filed on September 13, 2017 does not include a Statute of Limitation Defense. Also, the time with which to amend Defendants' Answer by motion has expired according to the Scheduling Order dated February 4, 2019. Therefore, this specific Affirmative Defense is waived. **See Answer attached hereto as Exhibit A and Scheduling Order attached hereto as Exhibit B.**

**B. Plaintiff's Response to Defendants' Arguments on Plaintiff's Causes of Action:**

Plaintiff's Causes of Action do not fail as a matter of law. The Court must view evidence and all reasonable inferences drawn from it in the light most favorable to Plaintiff, the non-moving party. Sauner v. Pub. Serv. Auth. Of S.C., 354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003).

According to the February 27, 2013 Agreement between the parties, the parties' transferred their interest in the following jointly-owned companies as set forth below:

a. Yokoso, Inc.-

Defendant Park transferred his interest to Plaintiff Lee

- b. Yokoso of Summerville, LLC- Lee to Park
- c. Tsunami of Columbia, LLC- Lee to Park
- d. Tsunami of Mount Pleasant, LLC- Lee to Park
- e. Tsunami of Harbinson, LLC Lee to Park
- f. 1290 Bower Parkway, Columbia,  
SC Lee to Park
- g. 6.5 Acres, Ladson, SC Lee to Park

**See Agreement attached hereto as Exhibit C.** Shortly after February 27, 2013,

Defendants renegotiated a \$1.4 million dollar loan to \$700,000.00, thus realizing a \$350,000.00 profit which was not disclosed to Plaintiff at the time the Agreement was signed.

Plaintiff testified at his deposition that Defendants are his brother-in-law and wife; that he trusted them because they were family members. Only after hearing rumors and meeting with an attorney approx. 1 1/2 years later, did Plaintiff discover that the Agreement was not fair or just. More importantly, Plaintiff discovered that the following companies were omitted from the Agreement of which Plaintiff was listed on tax returns as a co-owner without his knowledge or consent:

- a. Tsunami of Greenville, LLC
- b. Tsunami of West Ashley, LLC

These companies have not provided any income or distribution to Plaintiff at any time these companies were in operation. **See Deposition Transcript of Ho Dong Lee attached hereto as Exhibit D.**

At deposition, Accountant Robert Christopher Ulmer, testified that his tax company was the accountant for all of the companies and the parties' personal tax returns; that Defendants Park and Sunny were running the businesses for many, many years; that the Agreement was signed in February, 2013; that in its' 2013 income tax return, Yokoso, Inc. shows a K-1 distribution to Plaintiff of \$132,424.00 which Plaintiff never received; that Tsunami of Columbia

gave Defendant Park the sum of \$84,420.00 in tax distribution as 100% owner of Tsunami Columbia; that in its' 2013 tax return, Defendant Park was reported as 100% owner of Tsunami Harbison as well as the sole owner of real property that the restaurant was built upon- 1290 Bowers Parkway, Columbia, SC; that Mr. Ulmer could not explain why Plaintiff did not receive any distributions from these companies as he was 50% owner from January 1, 2013 to February 27, 2013; that Mr. Ulmer assumed or thought that Defendants would explain the tax returns to Plaintiff, that while Mr. Ulmer met with the parties' attorney on two occasions, he does not recall any business valuations discussed; that thereafter, Defendants sold some of their companies for profit. **See Deposition Transcript of Robert Christopher Ulmer attached hereto as Exhibit E.**

At Defendant Park's deposition, Defendant Park testified that the parties owned the following companies, 50/50, prior to February 27, 2013:

- a. Yokoso, Inc.
- b. Tsunami Harbison, LLC
- c. Tsunami of Columbia, LLC
- d. Yokoso of Summerville, LLC

and that Defendant Park did not remember if Plaintiff was co-owner of Tsunami of Mt. Pleasant, LLC. Defendant Park also testified that he signed the Articles of Organization for each company, his wife- Defendant Sunny Park was in charge of the billing. When presented with the Articles of Organization for Tsunami of West Ashley, LLC, he testified that Seon (Sunny) Park had 33%, Plaintiff had 33% and Peter K. Nam had 20% interest in this LLC. Defendant Park testified that he does not know what happened to Tsunami of West Ashley, LLC. **See Deposition Transcript of James Park (a/k/a Yong Wook Park) attached hereto as Exhibit G.**

This is just a small snapshot of the evidentiary variations of genuine issues of material facts that have been presented in this matter. Whether Plaintiff can prove breach of contract or an equitable cause of action, Motion for Summary Judgment is premature at this time because there is a scintilla of evidence that is supportive of Plaintiff's position in this matter. See John v. Milliman, 392 S.C. 116, 708 S.E.2d 766 (2011). Damages would include, but not be limited by, reported distributions that were never received by Plaintiff, unreported income/ distributions from Tsunami of Columbia, and Tsunami of Harbison from 1/1/2013 to 2/27/2013, and Plaintiff's percentage of the net sale proceeds of Tsunami of Greenville, LLC and Tsunami of West Ashley, LLC.

WHEREFORE, the Plaintiff respectfully requests that Defendants' Motion for Summary Judgment be denied.

Mount Pleasant, SC

May 13, 2019

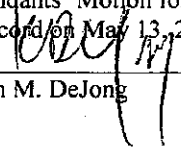
DEJONG LAW FIRM, LLC

By: 

Karen M. DeJong, Esq.  
222 West Coleman Blvd., Ste. 110  
Mt. Pleasant, SC 29464  
Tel. # (843) 216-6161  
Fax # (843) 300-1080  
karen@dejonglawfirm.com  
Attorney for Plaintiff

Certificate of Service

I hereby certify that I have this date, mailed Plaintiff's Memorandum in Opposition to Defendants' Motion for Summary Judgment to counsel Of record on May 13, 2019.

  
\_\_\_\_\_  
Karen M. DeJong

**EXHIBIT A**

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 HO DONG LEE, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 YONG WOOK PARK and SUNNY KIM )  
 PARK, )  
 )  
 Defendants. )

IN THE COURT OF COMMON PLEAS  
 FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2017-CP-10-3705

**ANSWER OF DEFENDANTS**

2017 SEP 13 11:00 AM  
 CLERK OF COURT  
 NINTH JUDICIAL CIRCUIT

Defendants Yong Wook Park ("Mr. Park") and Seon Park ("Ms. Park")<sup>1</sup> (collectively referred to as "Defendants"), by and through their undersigned counsel, hereby respond to Plaintiff Ho Dong Lee's ("Plaintiff" or "Lee") Complaint as follows:

**FOR A FIRST DEFENSE**

Each and every allegation of the Complaint not hereinafter specifically admitted is denied and strict proof thereof is demanded.

**FOR A SECOND DEFENSE**

1. Upon information and belief, Defendants admit the allegations contained in Paragraph 1 of the Complaint.
2. Defendants admit the allegations contained in Paragraph 2 of the Complaint.
3. Defendants admit the allegations contained in Paragraph 3 of the Complaint.
4. Defendants admit the allegations contained in Paragraph 4 of the Complaint.
5. Defendants admit the allegations contained in Paragraph 5 of the Complaint.

6. In response to the allegations contained in Paragraph 6 of the Complaint, Defendants admit only that Ms. Park is the wife of Mr. Park and that she was involved in the business. Defendants deny that Ms. Park was "in charge" of the financial affairs of the business and deny of the remaining allegations contained in Paragraph 6 of the Complaint.

7. Defendants admit the allegations contained in Paragraph 7 of the Complaint but crave reference to the Agreement for Sale and Purchase with regards to the specific terms and conditions.

8. Defendants deny the allegations contained in Paragraph 8 of the Complaint. Further responding, Defendants state that Plaintiff had legal representation and a translator at the time the underlying Agreement was negotiated and signed. In fact, Plaintiff specifically refused to talk with Defendants at the time, instructing them to hire an attorney and to have all communications be handled by the attorneys.

**AS TO THE FIRST CAUSE OF ACTION**  
***(Breach of Contract/Breach of Contract by Fraudulent Act)***

9. In response to the allegations contained in Paragraph 9 of the Complaint, Defendants admit the allegations to the extent such allegations are supported by the language of the document.

10. In response to the allegations contained in Paragraph 10 of the Complaint, Defendants admit the allegations to the extent such allegations are supported by the language of the document.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint and crave reference to the language of the Agreement.

12. Defendants deny the allegations contained in Paragraph 12 of the Complaint.

13. In response to the allegations contained in Paragraph 13 of the Complaint, Defendants deny the allegations and crave reference to the language of the Agreement and further state that no representations of value were made to Plaintiff in the Agreement or otherwise.

14. Defendants deny the allegations contained in Paragraph 14 of the Complaint.

15. Defendants deny the allegations contained in Paragraph 15 of the Complaint.

16. Defendants deny the allegations contained in Paragraph 16 of the Complaint.

17. Defendants deny the allegations contained in Paragraph 17 of the Complaint.

18. Defendants deny the allegations contained in Paragraph 18 of the Complaint and state that Plaintiff is not entitled to the relief requested in Paragraph 18 or otherwise.

**AS TO THE SECOND CAUSE OF ACTION**  
***(Unjust Enrichment)***

19. In response to the allegations contained in Paragraph 19 of the Complaint, Defendants restate and re-allege their prior responses.

20. Defendants deny the allegations contained in Paragraph 20 of the Complaint.

21. In response to the allegations contained in Paragraph 21 of the Complaint, Defendants deny the allegations, as some of the entities have been sold, but admit that the debts and assets were assigned as set forth in the Agreement for Sale and Purchase.

22. In response to the allegations contained in Paragraph 22 of the Complaint, Defendants deny the allegations, as some of the entities have been sold, but admit that the debts and assets were assigned.

23. Defendants deny the allegations contained in Paragraph 23 of the Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of the Complaint.

25. Defendants deny the allegations contained in Paragraph 25 of the Complaint and state that Plaintiff is not entitled to the relief requested in Paragraph 25 or otherwise.

**AS TO THE THIRD CAUSE OF ACTION**  
***(Negligent Misrepresentation)***

26. In response to the allegations contained in Paragraph 26 of the Complaint, Defendants restate and re-allege their prior responses.

27. Defendants deny the allegations contained in Paragraph 27 of the Complaint.

28. Defendants deny the allegations contained in Paragraph 28 of the Complaint.

29. Defendants deny the allegations contained in Paragraph 29 of the Complaint.

30. Defendants deny the allegations contained in Paragraph 30 of the Complaint.

31. Defendants deny the allegations contained in Paragraph 31 of the Complaint and state that Plaintiff is not entitled to the relief requested in Paragraph 31 or otherwise.

**AS TO THE FOURTH CAUSE OF ACTION**  
***(Breach of Covenant of Good Faith and Fair Dealing)***

32. In response to the allegations contained in Paragraph 32 of the Complaint, Defendants restate and re-allege their prior responses.

33. The allegations contained in Paragraph 33 of the Complaint are legal conclusions to which no response is required.

34. In response to the allegations contained in Paragraph 34 through Paragraph 36 of the Complaint, Defendants deny the allegations and crave reference to the language of the Agreement.

35. Defendants deny the allegations contained in the “WHEREFORE” clause of the Complaint and state that Plaintiff is not entitled to the relief requested in the “WHEREFORE” clause or otherwise.

**FOR A THIRD DEFENSE**  
***(Failure to State a Claim)***

36. The Complaint fails to state a claim for which relief can be granted and therefore should be dismissed under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

**FOR A FOURTH DEFENSE**  
***(Unclean Hands/In Pari Delicto)***

37. Plaintiff's claims are barred by doctrines of unclean hands and in pari delicto.

**FOR A FIFTH DEFENSE**  
***(Waiver)***

38. Plaintiff's claims are barred due to waiver.

**FOR A SIXTH DEFENSE**  
***(Estoppel)***

39. Plaintiff's claims are barred by the doctrine of estoppel.

**FOR A SEVENTH DEFENSE**  
***(Laches)***

40. Plaintiff's claims are barred by the doctrine of laches.

**FOR AN EIGHTH DEFENSE**  
***(Statute of Frauds)***

41. Plaintiff's claims are barred by the Statute of Frauds.

**FOR A NINTH DEFENSE**  
***(Failure to Mitigate Damages)***

42. Plaintiff's claims are barred to the extent that Plaintiff has failed to mitigate damages, if any.

**FOR A TENTH DEFENSE**  
***(Prior Breach)***

43. Some or all of Plaintiff's claims should be dismissed because Plaintiff breached its promises and obligations to Defendants.

**FOR AN ELEVENTH DEFENSE**  
***(Reservation of Additional Defenses)***

44. Defendants assert all of their additional affirmative defenses that may be revealed during the course of discovery in this action.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants Yong Wook Park and Seon Park respectfully pray that the Court dismiss the Complaint with prejudice and that Plaintiff recover nothing by reason of the Complaint and grant such other and further relief as the Court may deem just and proper.

Respectfully submitted,

By: \_\_\_\_\_



Ellis R. Lesemann

[erl@lalawsc.com](mailto:erl@lalawsc.com)

Michelle A. Matthews

[mam@lalawsc.com](mailto:mam@lalawsc.com)

LESEMANN & ASSOCIATES LLC

418 King Street, Suite 301

Charleston, SC 29403

(843) 724-5155

**Attorneys for Defendants Yong Wook Park  
and Seon Park**

September 6, 2017  
Charleston, South Carolina

2017-CP-10-31

**CERTIFICATE OF SERVICE**

I hereby certify that I have this date, mailed, postage prepaid, a true and correct copy of the **Answer of Defendants** to the following counsel of record:

Karen M. DeJong, Esq.  
DeJong Law Firm, LLC  
272 West Coleman Blvd., Suite 200  
Mount Pleasant, SC 29464-5652  
**Attorneys for Plaintiff**

By:   
Alden J. Stair

September 6, 2017  
Charleston, South Carolina

FILED  
2017 SEP 13 PM 1:31  
CLERK OF COURT  
SOUTH CAROLINA

# LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMANN  
EMAIL: [erl@lalawsc.com](mailto:erl@lalawsc.com)

418 KING STREET, SUITE 301  
CHARLESTON, SOUTH CAROLINA 29403

DIRECT: (843) 724-5155  
WEBSITE: [www.lalawsc.com](http://www.lalawsc.com)

TELEPHONE (843) 724-5155

September 6, 2017

The Honorable Julie J. Armstrong  
Charleston County Clerk of Court  
100 Broad Street, Suite 106  
Charleston, SC 29401

Re: *Ho Dong Lee v. Yong Wook Park and Sunny Kim Park*  
Case No.: 2017-CP-10-3705

Dear Ms. Armstrong:

Enclosed for filing please find the original and one (1) copy of the Answer of Defendants in connection with the above-referenced matter. Please file the original of this pleading with the Court and return a file-stamped copy to me in the self-addressed, stamped envelope provided.

Your assistance with this matter is greatly appreciated.

With best regards,



Ellis R. Lesemann

ERL/ajs  
Enclosure

cc: Karen M. DeJong, Esq.

**EXHIBIT B**

SOUTH CAROLINA

COUNTY OF CHARLESTON

Dong Lee

Plaintiff(s),

-vs-

Yong Wook Park, et al.

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO: 2017-CP-10-3705

SCHEDULING ORDER

Pursuant to Rule 16 of the South Carolina Rules of Civil Procedure, the following schedule is established in this case based upon an in court and/or telephone conference.

All motions to amend the pleadings and to join additional parties shall be filed on or before

N/A

The plaintiff(s) must identify any experts on or before Feb 15, 2019

The defendant(s) must identify any experts on or before Feb 27, 2019

Discovery shall be completed on or before March 15, 2019

All discovery requests must be served in time for the response thereto to be served within this deadline.

All dispositive motions shall be filed on or before April 12

a. otherwise the parties agree any untimely motions shall be waived

The parties shall mediate this case with Brandt Shelburne Esq. on or before April 5, 2019

The mediator shall submit his written report to the court within 10 days of mediation.

This case is set for pre-trial hearing and all outstanding motions on April 25, 2019 @ 10 AM

The party shall come to the pre-trial hearing with a pre-trial brief to be exchanged, a list of witnesses and a good faith estimate of time for trial.

Upon completion of all steps noted above, the matter shall be set for a day certain trial. (usually 30-60 days)

2. This order may not be amended except by order of the Honorable Mikell R. Scarborough, Master-In-Equity for Charleston County.

IT IS SO ORDERED.

February 4, 2019  
Charleston, SC

*Brandt Shelburne Esq.*

*Mikell R. Scarborough*  
Mikell R. Scarborough  
Master-In-Equity

**EXHIBIT C**

**THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, et seq.**

State of South Carolina        )  
  )        Agreement for Sale and Purchase  
County of Charleston         )

This Agreement for Sale and Purchase is made and entered into this 27<sup>th</sup> day of ~~November~~ <sup>February</sup>, 2013, by and between Yong Wook Park ("Park") and Ho Dong Lee ("Lee") (also either referred to as "Party" or collectively as "Parties"), and shall include this Agreement and all attachments, exhibits, amendments and/or addendums hereto (hereinafter collectively referred to as "Agreement" and incorporated herein by reference).

Whereas, Park and Lee are the sole owners, members and/or shareholders, jointly and equally, of the following:

- a. Yokoso, Inc.,
- b. Yokoso of Summerville, LLC,
- c. Tsunami of Columbia, LLC.
- d. Tsunami of Harbison, LLC,
- e. Tsunami of Mt. Pleasant, LLC.
- f. certain real property in Lexington County known as 1290 Bower Parkway, Columbia, SC 29212, TMS #002898-01-029, ("Lexington Property"); and
- g. 6.5 acres, more or less (to be determined), of real property in Ladson, Berkeley County known as the Berkeley Property ("Berkeley Property");

Whereas, Park and Lee, whether in their individual capacities or as the sole owners, members and shareholders of Yokoso, Inc., Yokoso of Summerville, LLC, Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, and/or said entities are parties to various term loans, loans, lines of credit, credit cards, and/or construction loans with Bank of America, American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T, all of which are or may be in default, to wit:

- a. Term loan made by Bank of America, N.A. to Yokoso, Inc., Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to 57,000,000 \$681,287.33 evidenced by Promissory Note dated April 7, 2005 made by Borrower and secured by a Mortgage of even date made by Ho Dong Lee (upon information

and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);

- (K)
- b. Line of credit loan made by Bank of America, N.A. to Yokoso, Inc. ("Borrower") in original principal amount of up to \$150,000.00 evidenced by Promissory Note dated December 21, 2005 made by Borrower and secured by a Mortgage of even date made by Borrower, and individually guaranteed by Yong Park, Yong W. Park and Ho Dong Lee (upon information and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);
  - c. Construction/term loan by Bank of America, N.A. to Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$1,467,000.00 dated March 17, 2008 and secured by a mortgage, assignment of rents, security agreement and fixture filing of even date, and further guaranteed by Yokoso, Inc., Tsunami of Columbia, LLC and Tsunami of Mt. Pleasant, LLC;
  - d. Line of credit loan made by Bank of America, N.A. to Tsunami of Columbia, LLC ("Borrower") in original principal amount of up to \$295,000.00 dated May 4, 2009 and secured by a security agreement, and further guaranteed by Yong Park, Yong W. Park, Ho Dong Lee and Yokoso, Inc.
  - e. Yokoso, Inc. Bank of America credit card account (card number ending 4667) with balance due of approximately \$23,217.09.
  - f. Yokoso, Inc. American Express credit card account (card number ending 7-63003) with balance due of approximately \$17,310.82.
  - g. BB&T loan numbers 171210006 (\$3,802.48 past due as of 8/30/12), 171210007 (\$7,897.17 past due as of 8/30/12), 171210008 (\$13,618.97 past due as of 8/30/12).
  - h. Yokoso of Summerville, LLC BB&T credit card account (card number ending 1861) with balance due of approximately \$18,123.50.
  - i. Yokoso of Summerville, LLC BB&T credit card account (card number ending 6309) with balance due of approximately \$5,525.01.

Whereas, further, the Parties hereto and the entities named herein are parties to the following guaranties, which may be the same or in addition to the guaranties mentioned above:

- a. Continuing and Unconditional Guaranty in favor of Bank of America dated August

17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Yokoso, Inc.;

- b. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
- c. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Park;
- d. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Tsunami of Mt. Pleasant, LLC;
- e. Continuing and Unconditional Guaranty in favor of Bank of America dated May 4, 2009, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
- f. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Park;
- g. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Lee;
- h. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Lee; and
- i. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Park;

(The loans, mortgages, credit cards, lines of credit, guaranties and/or any documents arising out of or related to any of them collectively hereinafter referred to as "Mortgage");

Whereas, Park and Lee wish to separate their joint business and real and personal property interests;

Whereas, notwithstanding executed agreements governing the operation of the above-named entities, if any, Park and Lee as the sole owners, members and shareholders of the above-mentioned entities, agree to the division of their assets, interests and/or liabilities as is more specifically set forth below;

Whereas, there are or may be other loans, credit lines, credit cards or other similar types of accounts as to which some or all of Yong W. Park, Ho Dong Lee, Yokoso, Inc., Tsunami of

Columbia, LLC, Yokoso of Summerville, LLC, Tsunami or Harbison, LLC and/or Tsunami of Mt. Pleasant, LLC may be or are parties thereto whether as signatory thereto or as a guarantor thereof.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Park and Lee hereby agree as follows:

1. Whereas. The foregoing Whereas clauses are an integral part hereof.
2. Yokoso, Inc. Transfer. Park hereby transfers to Lee all his title, shares, ownership and interest in: Yokoso, Inc. Lee shall accept the physical assets of Yokoso, Inc. in "as is" and "where is" condition.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership and shares including, but not limited to: the Affidavits of Lost, Stolen or Destroyed Stock Certificates, attached hereto as Exhibits A and B; Resolution of Directors of Yokoso, Inc., attached hereto as Exhibit C, with Park's Letter of Resignation, attached as Exhibit C1; SC Secretary of State Resignation of Registered Agent, attached hereto as Exhibit D; and SC Secretary of State Notice of Change of Registered Office or Registered Agent, attached hereto as Exhibit E.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Park from any ownership of, involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. and its business, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; fixture filings; security agreements; and/or fixture or equipment ownership, leases or security interests. Park acknowledges and agrees that to the extent any third party refuses to release or remove Park individually from any involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. or its business, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Lee agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Park's release or removal from such third party(ies) until such time as Park is released or removed, or Park's involvement and/or obligation terminates or

expires, and further, that Lee will not renew or extend any account or agreement which requires Park's inclusion or names Park.

Further, Lee, individually and/or on behalf of Yokoso, Inc., shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with Yokoso, Inc.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Yokoso, Inc., except: to the extent applicable, the Mortgage and guaranties referenced above; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Yokoso, Inc. to Lee, except: to the extent applicable, the Mortgage and guaranties referenced above.

3. Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC Transfers. Lee hereby transfers to Park all his title, shares, ownership and/or interest in each of the following:

- a. Tsunami of Columbia, LLC;
- b. Tsunami of Mt. Pleasant, LLC;
- c. Tsunami of Harbison, LLC; and
- d. Yokoso of Summerville, LLC.

Park shall accept the physical assets of (a)-(d) above in "as is" and "where is" condition.

Park and Lee shall take all steps and execute, for each such entity, any and all such documents as are, or may become, necessary to complete such transfer of ownership including, but not limited to: the applicable Member's Statements of Dissociation, Acknowledgment and Acceptance of Dissociation and Resolution of Members, attached hereto as Exhibits F, G, H and I.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Lee from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC and their respective businesses, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; and/or fixture or equipment ownership, leases or security interests. Lee acknowledges and agrees that to the extent any third party refuses to release or remove Lee individually from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, and their respective businesses, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Park agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Lee's release or removal from such third party(ies) until such time as Lee is released or removed, or Lee's involvement and/or obligation terminates or expires, and further, that Park will not renew or extend any account or agreement which requires Lee's inclusion or names Lee.

W  
Further, Park, individually and on behalf of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with a-d above.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, except: to the extent applicable, the Mortgage, itself; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or

threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC to Lee, except: to the extent applicable, the Mortgage;

4. Lexington Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Lexington Property.

Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Lexington Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Lexington Property to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

(H) Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Lexington Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Lexington Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Lexington Property shall take place on or before March 14, 2013.

5. Berkeley Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Berkeley Property.

Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Berkeley Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Berkeley to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Berkeley Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Berkeley Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Berkeley Property shall take place on or before March 14, 2013.

6. Credit Card Accounts.

- (H)
- a. Park shall be solely responsible for the Yokoso, Inc. Bank of America credit card account number ending in -4667 (as more fully identified in Paragraph e. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
  - b. Park shall be solely responsible for the Yokoso of Summerville, LLC BB&T credit card account number ending in -1861 and the Yokoso of Summerville, LLC BB&T credit card account number ending in -6309 (as more fully identified in Paragraphs h. and i. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
  - c. Park shall be solely responsible for the Yokoso, Inc. American Express credit

card account number ending in -7-63003 (as more fully identified in Paragraph f. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.

- d. Park shall make a good faith effort to have Lee removed as a responsible party on the accounts, and if necessary to carry out this provision, shall close the account(s) and open a credit card account in his sole name or the name of one of the entities being transferred each to the other herein.

7. Costs and Expense Sharing. Park and Lee agree to share equally (50% each) the costs and expenses required to prepare, file and/or record any of the documents required by the transfers and transactions contemplated herein by or with the Secretary of State, the applicable Register of Deeds, and/or any institution, person, entity or governmental agency, including but not limited to the Deed consideration, the deed stamps and any other such documents. Park and Lee agree to promptly pay to Simons & Dean their respective share of these and any other additional costs or fees incurred which are expended by Simons & Dean in furtherance of the parties' agreement. In contemplation thereof and upon execution of this agreement, Park and Lee shall each deposit into trust with Simons & Dean the sum of \$500.00, which is anticipated to cover all required filing fees associated with the above mentioned transactions.

8. Non-Compete. Park and Lee covenant with each other, as additional consideration,

that neither Park nor Lee will operate a restaurant serving Asian or Asian-style food, or in any way aid or assist any other person or entity in the opening or operation of such a restaurant serving Asian or Asian-style food within in a 5 mile radius of their respective restaurants for a period of two (2) years.

9. Value of Transfers. Park and Lee expressly agree that each of the transactions contemplated herein and the attendant transfers of ownership, interests, shares, equity, assets, good will, real property and personal property between them as set forth herein are equal of value, and are fair and equitable. Park and Lee understand that there may be tax consequences, adverse or otherwise, as to each of them from the contemplated transfers, and each of Park and Lee agree to accept said consequences, it being their intention that neither is to recognize any taxable gain from the transactions noted above. Park and Lee expressly affirm that each of them

has had the opportunity to obtain such tax advice as each of them deems necessary prior to the execution of this agreement. Park and Lee expressly affirm that each of them is responsible for his own individual income taxes payable to the state or federal government, and neither party has made any representation to the other that he will pay the other's individual tax liability.

10. Indemnity. Park shall defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to Lee's former ownership, operation, tenancy and/or use of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, or their respective operations, locations, tenancies and personal property, whether due to damage to such operations, locations, tenancies or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

(H) Park shall also defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Lexington Property, whether due to damage to occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

Lee shall defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, operation, tenancy and/or use of Yokoso, Inc, or its operation, location, tenancy and personal property, whether due to damage to such operation, location, tenancy or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

Lee shall also defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Berkeley Property, whether due to damage to

occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

The foregoing indemnity provisions notwithstanding, Park and Lee shall each remain liable as set forth in the respective documents existing, or to be existing, under the Mortgage (as defined above) unless and until Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T and/or American Express and/or any other creditors due monies associated therewith agrees in writing to release either Park, Lee or any of the guarantor or obligated entities. Upon such release, Park and Lee can then enter into an agreement to determine what their obligations and liabilities may be, if any.

11. Default; Remedies; Remedies Cumulative and Non-Waiver. If either party defaults in the performance of any of the terms, conditions or covenants contained herein and does not cure such default within ten (10) days after written notice thereof; or does not within such twenty (20) days commence such act or acts as shall be necessary to remedy a default which is not curable within said twenty (20) days for reasons beyond the control of the party, and shall not complete such act or acts within forty (40) days after written notice; then the non-defaulting party may take such other steps as he deems necessary, including the hiring of legal counsel or the institution of legal or arbitration proceedings for the enforcement of this Agreement and/or the recovery of money damages or equitable relief.

If suit shall be brought (by arbitration or in a court of competent jurisdiction) or claim shall be made (whether or not suit is commenced or judgment entered), because of the breach of any covenant herein; arising out of or related to the enforcement of the Agreement; and/or the recovery of money damages or equitable relief arising out of or related to the Agreement, the non-prevailing party shall pay to the prevailing party, in addition to all other sums and relief available to the prevailing party, all expenses, fees and costs incurred therefor including reasonable attorney's fees and costs. Each party shall in all events use its reasonable best efforts to mitigate its damages.

Except as specifically set forth in this agreement, no remedy herein or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy, but

the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this agreement, or at law or in equity may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of either party to exercise any right or power arising from any default on the part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default, or acquiescence therein. The acceptance of a partial payment or partial cure by the non-defaulting party with knowledge of a default shall not constitute a waiver of such default.

The failure of either Party to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that each may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

12. Notices. All notices provided for herein shall be in writing and shall be deemed to be given when sent by a nationally recognized overnight carrier, or USPS registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Yong Wook Park  
1786 Cherokee Rose Circle  
Mt. Pleasant, SC 29466

Ho Dong Lee  
8850 Dorchester Rd., Apt. 1221  
N. Charleston, SC 29420

Either party hereto may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

13. Arbitration. Any dispute between the Parties arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be determined by arbitrators. Such arbitration shall be conducted before three arbitrators, unless the Parties agree to one. Each Party shall have the right to name one arbitrator, and the two arbitrators shall then choose a third. The arbitrator(s) shall conduct his/her/their proceedings and make his/her/their decisions in strict conformity with the South Carolina Uniform Arbitration Act; provided, however, such

arbitrators shall apply applicable South Carolina law to any controversy. All such arbitration proceedings hereunder shall be conducted in Charleston County, South Carolina. The decision of the arbitrator or arbitrators, as the case may be, shall be final, conclusive and binding upon the Parties.

14. Governing Law. Any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina. The Parties hereby expressly waive any right to object to the same.

15. Waiver of Right to Jury. The Parties expressly waive trial by jury in any action or proceeding (including counterclaims, cross-claims and/or third-party claims), whether at law or in equity, brought by any Party hereunder.

16. Jurisdiction and Venue. The Parties expressly agree and consent that the courts of the State of South Carolina shall have jurisdiction over any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties, and that County of Charleston, State of South Carolina, shall have in personam jurisdiction over the Parties and shall be the proper place of venue for any such proceeding. The Parties expressly waive any right to object to, or to transfer or change the venue for any such proceeding.

17. Complete Agreement/Merger. Each Party acknowledges that neither the other Party, nor any of his agents, employees or anyone on his behalf, have made any representations, warranties, guaranties or promises with respect to the within transactions, transfers, entities, operations, locations, real property or personal property except as herein expressly set forth, and no rights, privileges, title, ownership or liability is acquired by either Party except as herein expressly set forth.

The Parties further expressly agree that this Agreement contains the complete agreement between the Parties regarding the terms and conditions of the this Agreement and its subject matter; any of the entities (including their operations, locations and personal property) or real

property referred to herein, and/or any of the transactions and/or transfers contemplated herein, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument signed by both Parties.

18. Time is of the Essence. It is understood and agreed between the Parties hereto that time is of the essence in all of the terms and provisions of this Agreement.

19. Captions and Titles. The captions and titles appearing herein are for reference only and shall not in any way modify, amend or affect the provisions thereof.

20. Grammatical Changes. The proper grammatical changes shall be understood and apply where necessary to designate the plural rather than the singular and the masculine or feminine gender.

21. Binding Agreement. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators and assigns, except as otherwise provided herein. No rights, however, shall inure to the benefit of any assignee of either Party unless the assignment to such assignee has been approved in writing by the other Party.

22. Authority. To the extent any representations or warranties are made, any authority is exercised or any documents executed on behalf of any corporation, limited liability company, general partnership, limited partnership or any other type of business or legal entity, each such business or legal entity such action hereby covenants and warrants that it is duly organized and qualified to do business in the State of South Carolina, that it has full authority to take any such actions, and further, that each person taking such actions on its behalf is duly authorized to do so.

23. Interpretation Presumption. The Parties expressly agree that in the event of a dispute concerning the interpretation of this Lease, each party hereby waives the doctrine that an ambiguity should be interpreted against the Party who drafted the document.

24. Right to Review and Legal Counsel. The Parties expressly acknowledge and agree that each has had the opportunity to review the Agreement, and to seek and receive legal advice for the same.

25. Counterparts and Facsimiles. This Agreement may be executed in multiple

counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same agreement. The Parties agree that the delivery of a party's signature by facsimile transmittal shall have the same legal effect as the delivery of such Party's original signature and the Parties may rely upon the binding and enforceable effect of such delivery. Each Party who delivers a signature by facsimile transmittal agrees to deliver its original signature within two (2) days of execution.

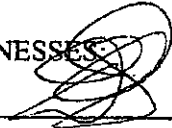
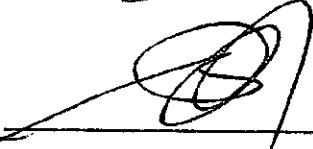
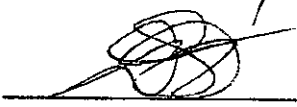

26. Forbearance Agreement. Contemporaneously with the execution of this Agreement, it is the party's expectation to enter into a Forbearance Agreement with the Bank of America, the proposed terms of which have previously been provided to both parties. The parties affirm that prior to the execution thereof Bank of America may change the terms thereof or impose additional requirements. The parties further affirm that the operative effect of this Agreement is not contingent upon the parties entering into the Forbearance Agreement. Notwithstanding the foregoing, in the event the parties do enter into the Forbearance Agreement with Bank of America, and as set forth more fully below, Park shall be responsible for seventy percent (70%) of the costs and expenses associated therewith and Lee shall be responsible for thirty percent (30%) of the costs and expenses associated therewith. This 70/30 cost sharing arrangement shall not apply to any initial payment (currently in the amount of \$35,000.00) due to Bank of America upon the execution of the Forbearance Agreement, but only to any subsequent monthly or other payments related thereto during the term thereof and specifically including any lump sum or balloon payment at the end of the forbearance period.


Notwithstanding the foregoing, Park agrees to pay the initial payment currently set at \$35,000.00 in the Forbearance Agreement.

27. Property Taxes. There are past due property taxes on the properties totaling \$57,826.78 as of January 15, 2013. All past due property taxes shall be paid in full by no later than March 15, 2013. Of this amount, Lee shall be responsible for the taxes on Yokoso, Inc., and Park shall be responsible for paying the taxes on Tsunami of Columbia, LLC; Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; and Yokoso of Summerville, LLC. All property taxes hereafter shall be paid in a timely manner with Lee being solely responsible for the taxes on Yokoso, Inc., and Park being solely responsible for the taxes on Tsunami of Columbia, LLC;

Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; Yokoso of Summerville, LLC; and the Lexington Property and the Berkeley Property.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands and seals on the day and year first above written.

WITNESSES  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Yong Wook Park

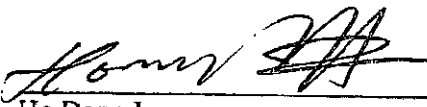
  
\_\_\_\_\_  
Ho Dong Lee

Exhibit A

Affidavit of Yong Wook Park of  
Lost, Stolen or Destroyed Stock Certificates  
of Yokoso, Inc.


The undersigned, being first duly sworn, deposes and says that:

1. He is Yong Wook Park, and he is competent to make this Affidavit.
2. He is a 50% (one-half) owner with Ho Dong Lee of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at 821 South Antler Dr., N. Charleston, SC 29406.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.
6. He has not transferred, pledged, encumbered or sold any of shares represented by such Certificate(s), except as they may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.
7. In the event of the discovery of the original Certificate(s), he agrees to return them promptly to Yokoso, Inc., or its successor, marked "Cancelled".

Further deponent sayeth not.

  
\_\_\_\_\_  
Yong Wook Park

SWORN to and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/13/21

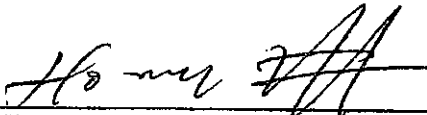
**Exhibit B**

**Affidavit of Ho Dong Lee of  
Lost, Stolen or Destroyed Stock Certificates  
of Yokoso, Inc.**

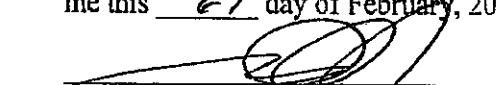
The undersigned, being first duly sworn, deposes and says that:

1. He is Ho Dong Lee, and he is competent to make this Affidavit.
2. He is a 50%(one-half) owner with Yong Wook Park of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at 9201 South Antler Dr., N. Charleston, SC 29406.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.

Further deponent sayeth not.

  
Ho Dong Lee

SWORN to and subscribed to before  
me this 27 day of February, 2013.

  
Notary Public for South Carolina  
My Commission expires: 1/2/16

**Exhibit C**

**Resolution of Board of Directors of Yokoso, Inc.**

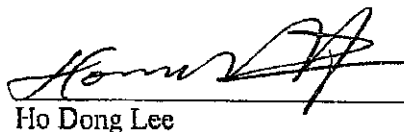
Yong Wook Park ("Park") wishes to tender his share certificates issued, if any, and shares of Yokoso, Inc. back to Yokoso, Inc. and/or Ho Dong Lee ("Lee"), to terminate his ownership of Yokoso, Inc., and to convey all his interests to Lee.

RESOLVED, that

- a. those share certificates issued, if any, and shares previously allotted to Park are hereby returned to Yokoso, Inc. and canceled;
- b. Park's ownership in Yokoso, Inc. is hereby terminated;
- c. all of Park's rights and interest in Yokoso, Inc. are hereby conveyed to Lee; and
- d. Park hereby tenders his resignation as a shareholder and President, as attached hereto as Exhibit C1.
- e. Park hereby tenders his resignation as registered agent, as follows in Exhibit D to the Agreement for Sale and Purchase.

This 27<sup>th</sup> day of February, 2013.

  
Yong Wook Park


  
Ho Dong Lee

**Exhibit C1**

**Yong Wook Park's Letter of Resignation from Yokoso, Inc.**

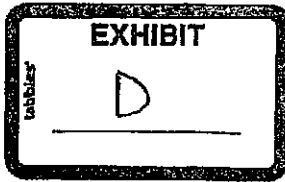
To Whom it May Concern:

On this 27 day of February, 2013, I hereby submit this letter of resignation effectively resigning as President and as a shareholder, and waiving any and all rights that I have in and to the Yokoso, Inc.

  
\_\_\_\_\_  
Yong W. Park

SWORN to and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/13/21



STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

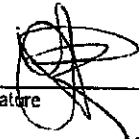
RESIGNATION OF REGISTERED AGENT AND  
DISCONTINUANCE OF REGISTERED OFFICE  
OF A SOUTH CAROLINA OR  
FOREIGN CORPORATION

PLEASE TYPE OR PRINT IN BLACK INK

Pursuant to Sections 33-5-103 and 33-15-109 of the South Carolina Code of Laws, as amended, the undersigned hereby submits the following:

1. The name of the Corporation that is affected by this document is Yokoso, Inc.  
The date of Incorporation is May 5, 2000
2.  That the undersigned resigns as the registered agent of the above named corporation effective the 31<sup>st</sup> day after the date on which this document is filed in the Office of the Secretary of State.
3.  That the above named corporation's registered office, which is the business office of the registered agent, is discontinued, effective the 31<sup>st</sup> day after the date on which this document is filed in the Office of the Secretary of State.

Date: 2/27/13

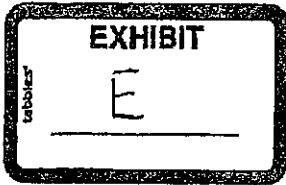
  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Yong W. Park  
 \_\_\_\_\_  
 Type or Print Name

FILING INSTRUCTIONS

1. Three copies of this document, the original and either two duplicate originals or two conformed copies must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing this document):

Agent's Statement of Resignation	\$ 3.00
Discontinuance of Registered Office	<u>2.00</u>
Total	\$ 5.00

Return to: Secretary of State  
1205 Pendleton Street Suite 525  
Columbia, SC 29201



STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A SOUTH CAROLINA  
OR FOREIGN CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Sections 33-5-102 and 33-15-108 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information.

1. The name of the corporation is Yokoso, Inc.  
(Must match name on record with Secretary of State's Office)
2. The corporation is (complete either a or b, whichever is applicable):
  - a. a domestic corporation incorporated in South Carolina on May 5, 2000; or  
(Must match date on record with Secretary of State's Office)
  - b. a foreign corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_, and  
State Date  
authorized to do business in South Carolina on \_\_\_\_\_  
(Must match date on record with Secretary of State's Office)
3. The street address of the registered office (currently on file) in South Carolina is  
1421 Arrowind Terrace Charleston, South Carolina 29414  
Street Address City Zip Code
4. If the current registered agent's office is to be changed, the new address will be  
8601 S. Antika Dr., N. Charleston, SC 29406, South Carolina \_\_\_\_\_  
Street Address City Zip Code
5. The name of the registered agent currently on file is Yong W. Park
6. If the current registered agent is to be changed, the name of the new registered agent is  
Pho Dong KEE

\* I hereby consent to the appointment as registered agent of the corporation:

[Signature]  
Signature of New Registered Agent

7. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.
8. Unless a delayed date is specified, this will be effective upon acceptance for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended \_\_\_\_\_)

22

①

21

\*Pursuant to Sections 33-5-102(5) and 33-15-108(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

YOKOSO, INC.  
Name of Corporation

2/27/13  
Date

Yokoso, Inc.  
Name of Corporation

  
Signature of Officer

HO DONG LEE  
Type or Print Name

president  
Position of Officer

**FILING INSTRUCTIONS**

1. Two copies of this form must be submitted for filing.
2. \$10.00 filing fee made payable to the South Carolina Secretary of State.
3. Self-addressed stamped return envelope.
4. Return to: Secretary of State  
Attn: Corporations  
1205 Pendleton St., Ste. 525  
Columbia, SC 29201
5. Pursuant to Section 33-5-102(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00.

Form Revised by South Carolina Secretary of State, March 2012

23

4

218

**Exhibit F**

**Ho Dong Lee's Member's Statement of Dissociation,  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Tsunami of Columbia, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Columbia, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

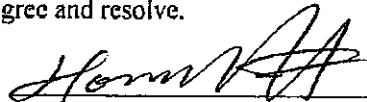
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

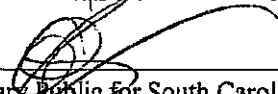
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.

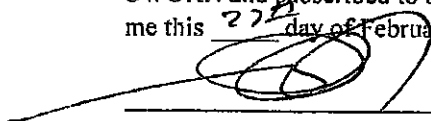
  
\_\_\_\_\_  
Yong Wook Park, Member

  
\_\_\_\_\_  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/3/21

SWORN and subscribed to before  
me this 27<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
My Commission expires: 1/12/14

**Exhibit G**

**Ho Dong Lee's Member's Statement of Dissociation and  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Tsunami of Mt. Pleasant, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Mt. Pleasant, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the LLC's Operating Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Operating Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

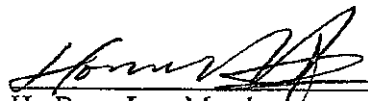
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.


This 27 day of February, 2013, we so state, consent, agree and resolve.

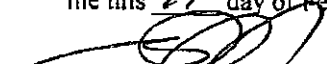
  
\_\_\_\_\_  
Yong Wook Park, Member

  
\_\_\_\_\_  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

SWORN and subscribed to before  
me this 27<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/13/21

  
\_\_\_\_\_  
My Commission expires: 1/12/16

**Exhibit H**

**Ho Dong Lee's Member's Statement of Dissociation and  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of 'Tsunami of Harbison, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Harbison, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

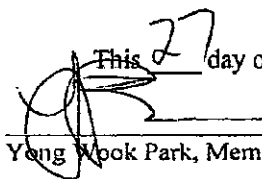
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

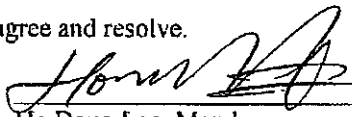
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

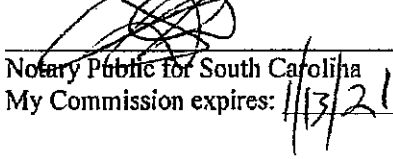
This 27 day of February, 2013, we so state, consent, agree and resolve.

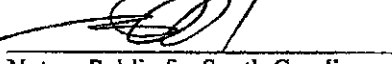
  
\_\_\_\_\_  
Yong Wook Park, Member

  
\_\_\_\_\_  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/13/21

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 1/12/16

**Exhibit I**

**Ho Dong Lee's Member's Statement of Dissociation and  
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,  
and Resolution of Members of Yokoso of Summerville, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Yokoso of Summerville, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

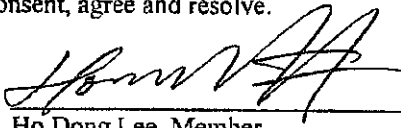
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

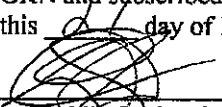
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.

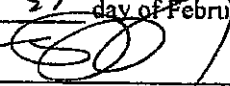
  
Yong Wook Park, Member

  
Ho Dong Lee, Member

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
Notary Public for South Carolina  
My Commission expires: 1/3/21

SWORN and subscribed to before  
me this 27 day of February, 2013.

  
Notary Public for South Carolina  
My Commission expires: 1/12/16

**EXHIBIT D**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE COURT OF COMMON PLEAS  
FOR THE STATE OF SOUTH CAROLINA  
CHARLESTON COUNTY

DEPOSITION OF HO DONG LEE

HO DONG LEE,  
Plaintiff,  
vs. CASE NO. 2017-CP-10-3705  
YONG WOOK PARK and SUNNY KIM PARK,  
Defendants.

---

DEPONENT: HO DONG LEE  
DATE: APRIL 10, 2019  
TIME: 12:08 P.M.  
LOCATION: LESEMAN & ASSOCIATES  
CHARLESTON, SOUTH CAROLINA  
REPORTED BY: RONDA K. BLANTON, RPR  
NCRA REGISTERED PROFESSIONAL  
REPORTER  
CLARK & ASSOCIATES, INC.  
P.O. BOX 73129  
CHARLESTON, SC 29415  
843-762-6294  
office@clark-associates.com  
WWW.CLARK-ASSOCIATES.COM



1 other things up here. So there are many other  
2 things there. So then it was not -- they hide it  
3 or it was not, you know, under common sense or  
4 under American law. This is not possible. If  
5 they did it, cheated me, so that this is not an  
6 agreeable agreement.

7 So this is not just the cheating. More  
8 than that. It's put all the family members to  
9 death. So this is, like, you know, there are  
10 many things. I defined it because they can  
11 leave, you know. As a family member, trust each  
12 other. So I trust them. That's why I just  
13 signed it. I -- it's -- this is not really, you  
14 know, bad that they defrauded.

15 Q. You did not answer the question that I  
16 asked you.

17 Here is the question which I asked you.

18 THE WITNESS: Okay.

19 Q. Can you point to any specific section of  
20 the agreement and identify which of these  
21 sections that you allege Yong Wook Park breached  
22 as part of your claim for breach of contract?

23 MS. DEJONG: I'm going to object to that  
24 because you're asking him -- because you're  
25 asking him for a legal conclusion.

1 MR. LESEMANN: There's no speaking  
2 objections, Karen. And he is the plaintiff in a  
3 breach of contract case, and he has to be able to  
4 identify what part of an agreement that he  
5 believes got breached.

6 Q. So, again, I'll ask you, Mr. Lee, can  
7 you identify any portion of this agreement that  
8 you say that Yong Wook Park breached?

9 A. Is this dividing assets?

10 Q. I'll repeat my question.

11 My question to you is to identify which  
12 section of the agreement that you allege that  
13 Yong Wook Park breached.

14 A. So I don't know, but there are supposed  
15 many other properties specifically on here. But  
16 it's not on it. That's why I don't know.

17 Q. Does this agreement say that it lists  
18 every property that you own or that Yong Wook  
19 Park owns?

20 A. So as far as I know, the -- the things  
21 we do not know. But like for Greenville --  
22 Greenville Tsunami and Three Guys Wing. I thin  
23 those should be on the documents. As you know,  
24 they used my insurance and then -- the insurance.  
25 And if those did not have anything to do with

1 this, then they should not have used me on their  
2 insurance. If they used it, that means it has  
3 relationship, that it should be on this document.

4 Q. Is there anything else that you can  
5 identify that you allege constitutes a breach of  
6 contract, other than your statement that other  
7 assets are not listed on this document?

8 A. So one more thing. Just when I'm  
9 looking at it, supposed to be dividing the  
10 assets; but this does not list any kind of a  
11 value, price, or any words. So this is very  
12 general today. So I do not understand it either.

13 Q. Did you ask for the assets to be  
14 appraised before this agreement was signed?

15 A. No, I did not.

16 Q. Okay.

17 A. So we -- we were not professionals, and  
18 I'm not a professional. So I thought this is how  
19 it's supposed to be. But later on, they say  
20 you're not supposed do that.

21 Q. Who is "they"?

22 A. So other, like a lawyer, not here. Not  
23 this one; but many other lawyers I talked to,  
24 they said that.

25 Q. Who said that? Which lawyers?

1 THE WITNESS: North Charleston have one  
2 lawyer.

3 A. So one in North Charleston and one in  
4 Atlanta, a Korean lawyer; but it's been a long  
5 time. So I do not recall.

6 Q. Are you alleging that the omission of  
7 appraised values of each business causes this  
8 agreement to be void?

9 A. That -- yes. But also the things that  
10 are not listed on here, they did not list it  
11 here. They made lots of money. Then they keep  
12 the money. Then they claim they only have a few  
13 assets, then dividing that. I think that's not  
14 fair.

15 Q. Who are the church members that you  
16 referenced that told you about other properties  
17 that Yong Wook Park and Sunny Park own allegedly?

18 THE WITNESS: I cannot talk to this  
19 name.

20 Q. You just don't want to?

21 THE WITNESS: Because I own to --  
22 (Interruption.)

23 MR. LESEMANN: Okay. All right. So, I  
24 think, Tina, when we were cut off, I had asked  
25 Mr. Lee to identify certain church members who he