

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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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)

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Jun 11 2021

SC Court of Appeals

HO DONG LEE,

Appellant,

vs.

YONG WOOK PARK AND SUNNY KIM PARK,

Respondents.

RECORD ON APPEAL

Volume IV of IV

s/Karen M. DeJong
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Jun 11 2021

SC Court of Appeals

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

HO DONG LEE,)

Plaintiff,)

vs.)

YONG WOOK PARK and SUNNY KIM
PARK,)

Defendants.)

Case No.: 2017-CP-10-3705

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

FILED
2019 MAY 28 PM 3:49
JULIE J. ARMSTRONG
CLERK OF COURT

On April 12, 2019, Defendants presented a detailed Motion for Summary Judgment. Although Plaintiff filed an Opposition to Defendants' Motion, the Opposition fails to address numerous grounds for summary judgment that have been raised. It is recognized that "[t]he purpose of summary judgment is to expedite the disposition of cases not requiring the services of a fact finder." *Coker v. Cummings*, 381 S.C. 45, 51, 671 S.E.2d 383, 386-87 (Ct. App. 2008). This legal principle applies here, as the stated grounds for summary judgment demonstrate that no material questions of fact exist as to any of Plaintiff's causes of action.

For this reason, and as explained more fully below, summary judgment should be granted to Defendants on all claims.

FACTUAL SUMMARY

Prior to February 27, 2013, Plaintiff Ho Dong Lee ("Plaintiff" or "Lee") and Defendant Yong Wook Park ("Park") were joint owners of certain restaurants and properties.¹ As a result of the economic downturn, the restaurants and properties were saddled with significant amounts debt that became difficult to service. Several loans were in default. Following a difference of opinion

¹ Both Lee and Park were born in Korea and speak English as a second language.

between Lee and Park as to how to resolve the situation they faced, the parties decided to separate their interests and entered into an agreement dividing a specified set of assets and debts on February 27, 2013.

A copy of their Agreement for Sale and Purchase dated February 27, 2013 ("Agreement") is attached as Exhibit A. As documented by the evidence in the record, the terms of the Agreement were negotiated through legal counsel. *See, e.g.*, Letter from Graves Wilson, Esq. (Lee's legal counsel) to Derek Dean, Esq. (Park's legal counsel), copy attached as Exhibit B. As indicated through the letter from Lee's counsel and the terms of the Agreement itself, Lee wanted to own only one restaurant, Yokoso, Inc. As Park confirmed during his deposition, Lee's desire to own just the one restaurant and reduce debt exposure was the basis for how of the assets and debts were ultimately divided:

He told me, hey, Park, let's keep the Yokoso, Inc., only. All the other company, let's foreclose. And I say, no, I can't. I don't want to foreclose all the restaurant. And Mr. Lee request that. Then how about I want to keep Yokoso, Inc. and you keep the other restaurant. And he offer me. I said, okay. That's what started.

See Park Dep. at 43:18-24. Although Park received more than half of the assets, he also received a corresponding share of the debts. Lee took responsibility for approximately \$700,000 to \$800,000 of the debts, while Park took responsibility for approximately \$3,700,000 to \$3,800,000 of the debts. *See Park Dep.* at 45:13-19. The terms of the Agreement reflect this. *See Agreement* at ¶¶ 2, 3, 4, 5, 6, and 7.

Once the Agreement was completed and signed, the parties undertook separate stewardship handling of their respective assets and debts, but had differing outcomes. Lee was unsuccessful in operating his restaurant, Yokoso, Inc., which failed within two years of Lee taking control.² Lee

² The Yokoso location had been successfully operated for more than ten years at the North Charleston location before Lee became the sole owner in 2013.

did not make his required payments to his lender. Once the loan was again in default, Lee did not successfully negotiate a modification or additional forbearance with his lender, resulting in a foreclosure and auction sale of the underlying real property where the restaurant was located. *See* Master's Order of Sale and Disbursement dated March 8, 2016 (copy attached as Exhibit C). Lee also opened another restaurant, Hana, which also failed. *Lee Dep.* at 28:2-24. Conversely, Park negotiated a forgiveness of certain debts from his lenders, specifically with regard to the Tsunami of Harbison restaurant and associated real property. On December 29, 2015, Park was able to sell the Tsunami of Harbison business and underlying real property for a profit. Park continues to operate one of the restaurants, Yokoso of Summerville, but the others have all been closed or sold. *Park Dep.* at 54:17-24.

Although Plaintiff's Complaint alleged that Defendants made supposed representations to Lee about the value of the assets prior to when the Agreement was signed, Lee has confirmed under oath that no such representations ever occurred. *Lee Dep.* at 88:14-89:2; 95:7-17; 105:13-19; 110:6-10. Additionally, the Parties stipulated in the Agreement that no such representations were made:

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.

See Agreement at ¶ 17. This disposes of the primary allegation in Plaintiff's Complaint.

The other underlying theme within Plaintiff's Opposition is that Plaintiff is unsophisticated and cannot speak English. On the contrary, Plaintiff has a degree from a Korean university and has operated several businesses. *Lee Dep.* at 6:14-7:17. He has signed numerous agreements,

leases, tax returns and other documents. *Lee Dep.* at 11:2-12:2; 16:1-18:18; 22:21-23:2; 24:9-11; 27:24-28:1; 30:20-22.

An allegation raised in Plaintiff's Opposition relates to alleged issues with a distribution in 2013 that was shown on a Form K-1 and incorporated into Plaintiff's tax returns. Plaintiff submitted his 2013 tax return to the IRS and has not amended it. Furthermore, from 2011 through 2016, Plaintiff signed an acknowledgment of his tax return that included the following verification under penalty of perjury:

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, [2013], and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year.

See Plaintiff's Verification of Tax Returns Under Penalties of Perjury, copy attached as Exhibit

D.

With discovery closed, this matter is ripe for summary judgment.

ARGUMENTS

There is an express written agreement in the record. There is no evidence that the written agreement was breached. Additionally, Lee now admits that the allegations contained in his Complaint were false. For the reasons set forth below, summary judgment should be granted.

I. SUMMARY JUDGMENT IS PROPER ON THE CLAIMS FOR BREACH OF CONTRACT AND BREACH OF CONTRACT ACCOMPANIED BY FRAUDULENT ACT

Plaintiff's breach of contract fails as a matter of law. It has been more than five years since the Agreement was executed, but Plaintiff has yet to identify any provision of the Agreement that was allegedly breached. *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). At no point within Plaintiff's Opposition is there an identification of any provision of the Agreement that Defendants allegedly breached.

The apparent basis of Plaintiff's evolving claim appears to be that he was not aware of what he signed. 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). Furthermore, Lee's alleged lack of understanding does not constitute a "breach" on the part of Park, much less on the part of Park's wife, Sunny, who Lee has also sued in this case without any basis. Plaintiff fails to demonstrate a breach of contract by Defendants, which means that summary judgment is proper due to the absence of support for the required element of the claim. *See Fuller v. Eastern Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962) ("This being an action for the breach of contract, the burden was upon the respondent to prove the contract, its breach, and the damages caused by such breach.). Within Plaintiff's Opposition, there is not a single provision of the Agreement that is identified as something that Defendants are alleged to have breached. When a motion for summary judgment has been filed, the adverse party "may not rest upon the mere allegations or denials of his pleadings, but his response, by affidavits or as otherwise provided in this Rule, must set forth specific facts showing that there is a genuine issue for trial." *Id.*, 381 S.C. at 54, 671 S.E.2d at 388 (emphasis added). Where, as here, a party alleging breach of contract cannot point to any section or provision of the Agreement that has allegedly been breached, summary judgment is proper.

Based on the terms of the Agreement, it was stipulated that neither party to the Agreement was depending on information provided by the other. **Furthermore, Plaintiff admitted in**

deposition that no representations were made to him by Defendants regarding the value of the assets.³ *Lee Dep.* at 88:14-89:2; 95:7-17; 105:13-19; 110:6-10. 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. Under the parol evidence rule, extrinsic evidence is inadmissible to vary or contradict the terms of an integrated agreement. *See Penton v. J.F. Cleckley & Co.*, 326 S.C. 275, 280, 486 S.E.2d 742, 745 (1997). 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 also fails to show damages that are related to any alleged breach. The court must enforce an unambiguous contract according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully. *See Ellis v. Taylor*, 316 S.C. 245, 248, 449 S.E.2d 487, 488 (1994). It has long been held that "to ascertain the intention of an instrument, the court must first look to its language, and if it is perfectly plain and capable of legal construction, then that language alone determines the instrument's force and effect." *Koontz v. Thomas*, 333 S.C. 702, 708-09, 511 S.E.2d 407, 410 (Ct. App. 1999).

Over time, Plaintiff appears to have developed an argument that other restaurants or assets should have been included as part of the agreement. This allegation is both unsubstantiated and irrelevant. The Agreement specifies an identified set of assets and debts and divides them. The scope of the subject matter matches a list provided by counsel for Plaintiff. *See Exhibit B*. Although Plaintiff and his attorney negotiated and signed the Agreement, they now testify that other

³ Notwithstanding this admission by Plaintiff, Plaintiff's counsel continues to allege that Plaintiff was "led to believe" that the Agreement was a 50/50 split. Arguments of counsel are not evidence and particularly when the arguments of counsel contradict the admissions by the client.

businesses or properties should have been included. *Lee Dep.* at 82:14-16. As demonstrated through Park's Affidavit, neither Lee nor Park were members of Tsunami of Greenville or Tsunami of Fairfax in the 2012-2013 time frame when the Agreement was negotiated and signed. *See Aff. of Park*, ¶¶ 2-3. 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.

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). In other words, this cause of action fails from the outset unless a breach of contract has been shown. Additionally, Plaintiff fails to establish the elements of fraudulent intent or a fraudulent on the part of either Defendant. *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); *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."). As with the claim breach of contract, Defendants are also entitled to summary judgment on the alleged claim for breach of contract accompanied by fraudulent act due to the fact that there is no showing of damages that were proximately caused by the (non-existent) breach and the (non-existent) fraudulent act.

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.

II. SUMMARY JUDGMENT IS PROPER ON THE CLAIM FOR UNJUST ENRICHMENT

Plaintiff has failed to address the grounds for summary judgment that Defendants have raised. As Defendants have argued in their Motion, 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) (emphasis added). In light of the undisputed existence of the Agreement, Plaintiff cannot show that he is entitled to an equitable remedy. The Court should grant summary judgment in favor of Defendants as to the unjust enrichment claim.

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 for this additional reason, as the Agreement is based on a *mutual* exchange of consideration.

III. SUMMARY JUDGMENT IS PROPER ON THE NEGLIGENT MISREPRESENTATION CLAIM

As set forth in the prior Motion, but not addressed in Plaintiff's Opposition, 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.

Plaintiff's claim for negligent misrepresentation fails as a matter of law. It is undisputed that Defendants made no representation regarding the value of the assets prior to signing the Agreement, as confirmed by Plaintiff himself. *Lee Dep.* at 88:14-89:2; 95:7-17; 105:13-19; 110:6-10. Plaintiff conceded that no such representation was made to him by Defendants. This admission alone entitles Defendant to summary judgment as to the negligent misrepresentation claim. In addition to the undisputed fact that neither Defendant made any representation regarding the value

of the assets, the negligent misrepresentation claim fails as a matter of law as to the other elements of this cause of action. Plaintiff fails to create a question of fact as to the existence of any duty to communicate to Plaintiff any representation apart from the terms of the express Agreement.

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

IV. 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 other 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.

Plaintiff’s allegation that he later discovered that the agreement was not “fair or just” does not provide support for any cause of action, including the alleged cause of action for breach of the implied covenant of good faith and fair dealing.

V. THE DEFENSE OF STATUTE OF LIMITATIONS BY DEFENDANTS, AS IT BECAME APPLICABLE ONLY ONCE PLAINTIFF ADMITTED THAT HIS COMPLAINT INCLUDED FALSE ALLEGATIONS

Plaintiff cannot establish prejudice by the assertion of Defendants’ a statute of limitations defense because Plaintiff’s claims fail as a matter of law notwithstanding the assertion of this affirmative defense. *See Weaver v. Lentz*, 348 S.C. 672, 677, 561 S.E.2d 360, 363 (Ct. App. 2002) (“Prejudice occurs when the amendment states a new claim or defense which would require the opposing party to introduce additional or different evidence to prevail in the amended action.”). Defendants have already argued and briefed the untimeliness of each of Plaintiff’s claims in Defendants’ Motion for Summary Judgment filed on April 12, 2019, and in the Memorandum in Support of Defendants’ Motion for Summary Judgment filed on April 22, 2019.

However, to the extent that Defendants waived the affirmative defense by failing to specifically raise it in Defendants' Answer in response to Plaintiff's Complaint, Defendants have not waived the statute of limitations defense as they relate to the admissions of Plaintiff during his deposition on April 10, 2019. In his deposition, Plaintiff testified that he believed there should have been additional restaurants that were not listed in the Agreement dated February 27, 2013. *Lee Dep.* at 45:3-8; 82:14-16. The allegations relating to additional restaurants was not raised in any pleading and was presented for the first time during Plaintiff's deposition. Plaintiff argues that, shortly after the parties entered into the Agreement on February 27, 2013, Defendants renegotiated a loan under more favorable terms, which Plaintiff alleges had not been disclosed to him at the time of the Agreement. Plaintiff's perplexing argument does not excuse his failure to assert his claims within the three-year limitations period.

Defendants have not waived their affirmative defense that Plaintiff's claims are barred by the three-year statute of limitations.

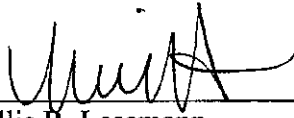
VI. DEFENDANT SUNNY PARK IS ENTITLED TO SUMMARY JUDGMENT, AS SHE WAS NOT A PARTY TO THE AGREEMENT AND THERE IS NO EVIDENCE OF ANY REPRESENTATION OR UNJUST ENRICHMENT ON HER PART

Additionally, summary judgment should be granted to Defendant Sunny Park on all causes of action asserted by Plaintiff. Ms. Park is not a party to the Agreement. She owes no legal duty or contractual duty to Plaintiff and made no statement or representation to him.

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: 

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(843) 724-5155

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

May 28, 2019
Charleston, South Carolina

2017 CPD 3705

CERTIFICATE OF SERVICE

I hereby certify that I have this date, mailed, postage prepaid, a true and correct copy of the
**DEFENDANTS' REPLY 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

FILED
JULIE J. ARMSTRONG
CLERK OF COURT

2019 MAY 28 PM 3:50

This 28th day of May, 2019
Charleston, South Carolina

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)
)
County of Charleston) Agreement for Sale and Purchase

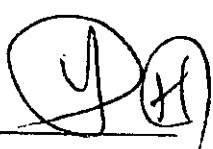
This Agreement for Sale and Purchase is made and entered into this 27th day of ~~November~~ ^{February}, 2012, by and between Yong Wook Park ("Park") and Ho Dong Lee ("Lee") (also either referred to as "Party" or collectively as "Parties"), and shall include this Agreement and all attachments, exhibits, 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

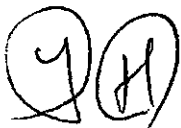


and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);

- 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

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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

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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.

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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

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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

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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

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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

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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

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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

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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.

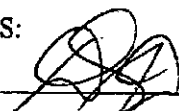
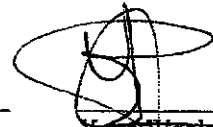
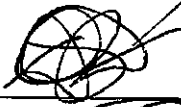
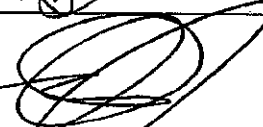
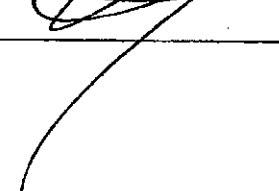
27. Property Taxes. There are past due property taxes on the properties totaling \$57,826.78 as of January 15, 2013. All past due property taxes shall be paid in full by no later than March 15, 2013. Of this amount, Lee shall be responsible for the taxes on Yokoso, Inc., and Park shall be responsible 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;

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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:

 _____	 _____
 _____	 _____
 _____	
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Yong Wook Park

Ho Dong Lee

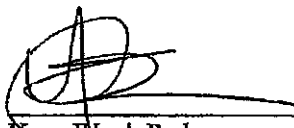
Exhibit A

**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.

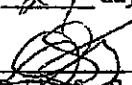

Notary Public for South Carolina
My Commission expires: 1/3/21

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:

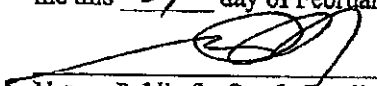
1. He is Ho Dong Lee, and he is competent to make this Affidavit.
2. He is a 50%(one-half) owner with Yong Wook Park of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at _____.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock 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: 1/2/16

Exhibit C

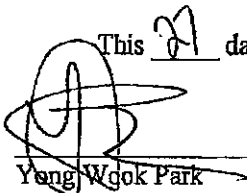
Resolution of Board of Directors of Yokoso, Inc.

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 21 day of February, 2013.


Yong Wook Park

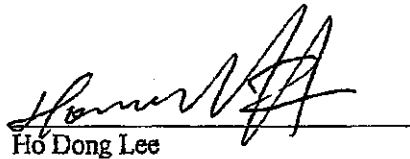

Ho Dong Lee

Exhibit C1

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

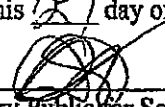
To Whom it May Concern:

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 31st 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 31st day after the date on which this document is filed in the Office of the Secretary of State.

Date: 2/27/13

Signature

A handwritten signature in black ink, appearing to be "Yong W. Park".

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	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.

2/27/13
Date

Yokoso, Inc.
Name of Corporation

Yokoso, Inc.
Name of Corporation

[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.

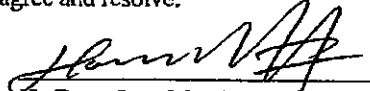
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

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 07 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: 11/12/12

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

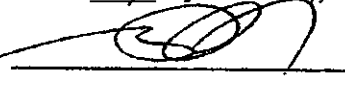

My Commission expires: 11/12/12

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 in the LLC's Operating Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

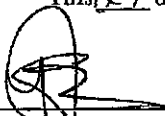
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Operating Agreement, if 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.

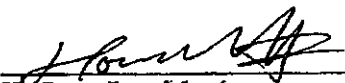


Yong Wook Park, Member

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

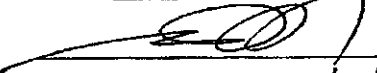


Notary Public for South Carolina
My Commission expires: 11/3/21



Ho Dong Lee, Member

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.

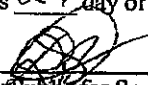
RESOLVED, that:

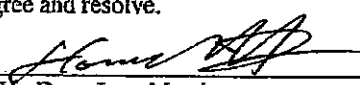
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

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


Yong Wook Park, Member

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


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


Ho Dong Lee, Member

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

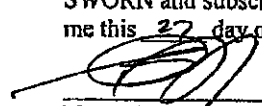

Notary Public for South Carolina
My Commission expires: 1/12/16

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.

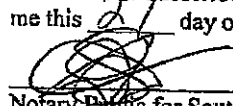
RESOLVED, that:

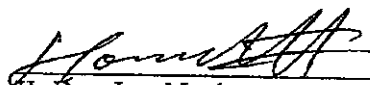
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

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


Yong Wook Park, Member

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


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


Ho Dong Lee, Member

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

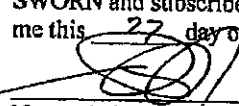

Notary Public for South Carolina
My Commission expires: 12/16

EXHIBIT B

DEMOTT LAW FIRM, P.A.

ATTORNEYS AT LAW

RUSSELL A. DEMOTT[†]

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

[†]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,

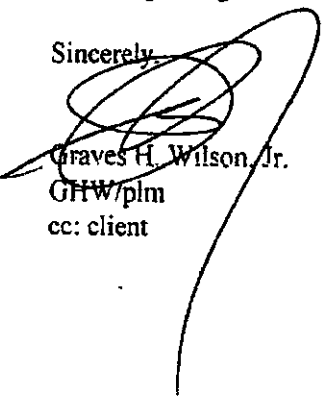
This is to confirm that, assuming that the missing terms and parentheticals, once clarified in the final version, do not materially affect the intent of the Agreement for Sale and Purchase ("Agreement") or the final distribution of the properties, my client Ho Dong Lee agrees to the following division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

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

IN THE COURT OF COMMON
PLEAS

Lakeland West Capital XXI, LLC,

Case Number: 2015-CP-10-02230

Plaintiff,

-v.-

Yokoso Inc. and Ho Dong Lee,

Defendant.

FILED
2016 MAR 11 PM 3:04
JULIE J. ARMSTRONG
CLERK OF COURT

**MASTER'S ORDER OF SALE
AND
DISBURSEMENT**

UNDER AUTHORITY of a Decree herein dated January 21, 2016, I offered for sale to the highest bidder for cash, at public auction on March 1, 2016, the premises subject to this suit, and I received a high bid of \$780,000.00 from the Plaintiff; and I executed and delivered a Master's deed to **Lakeland West Capital XXI, LLC** and I have disbursed the funds as follows:

CONSIDERATION	\$780,000.00
Deposit (Order of Reference)	\$125.00
Received by Master	\$2,500.00
Total Received by Master	\$2,625.00
DISBURSEMENTS	
Master's Fees	\$100.00
County Commission	\$2,500.00
Master's Deed	\$25.00
Total of Master's Costs	\$2,625.00

All of the funds having been disbursed, I hereby ORDER the file closed and the case ended.

March 8, 2016
Charleston, SC

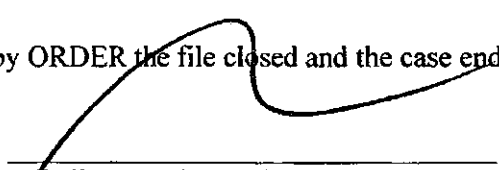

Mikell R. Scarborough
Master-in-Equity, Charleston County

EXHIBIT D

Form **8879****IRS e-file Signature Authorization**

OMB No. 1545-0074

2016Department of the Treasury
Internal Revenue Service

- Don't send to the IRS. This isn't a tax return.
► Keep this form for your records.

► Information about Form 8879 and its instructions is at www.irs.gov/form8879.

Submission Identification Number (SID)

00571191

4

Taxpayer's name

HO DONG LEE

Social security number

Spouse's name

CHOON HEE PARK

Spouse's social security number

Part I Tax Return Information — Tax Year Ending December 31, 2016 (Whole dollars only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4; Form 1040NR, line 37)	1	(77,762.)
2	Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12; Form 1040NR, line 61)	2	
3	Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7; Form 1040NR, line 62a)	3	
4	Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a)	4	1,000.
5	Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14; Form 1040NR, line 75)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2016, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN 59642
ERO firm name
as my signature on my tax year 2016 electronically filed income tax return.
Enter five digits, but don't enter all zeros

☐ I will enter my PIN as my signature on my tax year 2016 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ► [Signature] Date ► 09/13/2017

Spouse's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN 99735
ERO firm name
as my signature on my tax year 2016 electronically filed income tax return.
Enter five digits, but don't enter all zeros

☐ I will enter my PIN as my signature on my tax year 2016 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ► [Signature] Date ► 09/13/2017**Practitioner PIN Method Returns Only—continue below****Part III Certification and Authentication—Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57119119028

Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2016 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub. 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ► [Signature] Date ► 09/13/2017

ERO Must Retain This Form — See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8879** (2016)

BCA

1045

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453(Rev. 3/6/15)
3299

Please print or type.	Your first name and initial HO DONG LEE		Last name		Your social security number [REDACTED]	
	If joint return, spouse's first name and initial CHOON HEE PARK		Last name, if different		Spouse's social security number [REDACTED]	
	Home address (number and street, apt. number or RR) 8444 MIDDLE RIVER WAY			Daytime telephone # 843-270-1047		Tax Year
	City, town or post office, state and ZIP code N CHARLESTON SC 29420					

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	00
2. Net SC tax (SC1040, line 15)	2	00
3. Use Tax	3	00
4. Total Tax	4	00
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	00
6. Tuition Tax Credit (SC1040, line 21)	6	00
7. Refund (SC1040, line 30)	7	00
8. Amount you owe (SC1040, line 34)	8	00

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See instructions.)

STAPLE COPIES OF STATE W-2(s) and 1099(s) HERE	9. Routing transit number (RTN)	[REDACTED]	The first two numbers of the RTN must be 01 through 12 or 21 through 32.
	10. Bank account number (BAN)	[REDACTED]	
	11. Type of account:	☐ Checking ☐ Savings	
	12. Withdrawal Date	Withdrawal Amount \$	

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☒ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.
- ☐ b. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. Do not submit this form to the SC Department of Revenue. Keep with your records.

Sign Here

Your signature

Date

Spouse's signature (If joint, BOTH must sign)

Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Income Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only	ERO signature	Date	Check if also paid preparer	Check if self- employed	PTIN
	Firm name (or yours if self-employed) and address	09/14/201	☐	☐	P00313700
Paid Preparer's Use Only	Preparer signature	Date	Check if self- employed	PTIN	
	Firm name (or yours if self-employed) and address		☐		P01688057

FISH STREYFFELER ULMER LTD	FEIN	57-0874655
901 OLD TROLLEY RD S	ZIP code	29485-

FISH STREYFFELER ULMER LTD	FEIN	57-0874655
901 OLD TROLLEY RD S	ZIP code	29485-

DO NOT MAIL
KEEP FOR YOUR RECORDS

Form **8879**Department of the Treasury
Internal Revenue Service**IRS e-file Signature Authorization**

▶ Do not send to the IRS. This is not a tax return.

▶ Keep this form for your records.

▶ Information about Form 8879 and its instructions is at www.irs.gov/form8879.

OMB No. 1545-0074

2015Submission Identification
Number (SID)

5711912016089F002650

Taxpayer's name

HO DONG LEE

Social security number

■■■■-■■-■■■

Spouse's name

CHOON HEE PARK

Spouse's social security number

■■■■-■■-■■■

Part I Tax Return Information-Tax Year Ending December 31, 2015 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	120,514.
2	Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12)	2	10,982.
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7)	3	
4	Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a)	4	
5	Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14)	5	10,126.

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2015, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

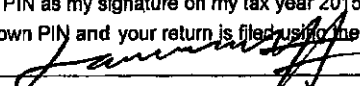
☒ I authorize FISH STREYFFELER ULMER LTD

to enter or generate my PIN

59642

ERO firm name

as my signature on my tax year 2015 electronically filed income tax return.

Enter five digits, but
do not enter all zeros
☐ I will enter my PIN as my signature on my tax year 2015 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.
Your signature ▶ 

Date ▶ 06/28/2016

Spouse's PIN: check one box only

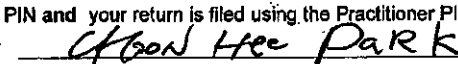
☒ I authorize FISH STREYFFELER ULMER LTD

to enter or generate my PIN

99735

ERO firm name

as my signature on my tax year 2015 electronically filed income tax return.

Enter five digits, but
do not enter all zeros
☐ I will enter my PIN as my signature on my tax year 2015 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.
Spouse's signature ▶ 

Date ▶ 06/28/2016

Practitioner PIN Method Returns Only-continue below**Part III Certification and Authentication-Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57119119028

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2015 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ 

Date ▶ 06/28/2016

ERO Must Retain This Form - See Instructions**Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8879** (2015)

BCA

1045

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453(Rev. 3/6/15)
3299

Please print or type.	Your first name and initial HO DONG LEE		Last name LEE		Your social security number [REDACTED]
	If joint return, spouse's first name and initial CHOON HEE PARK		Last name, if different PARK		Spouse's social security number [REDACTED]
	Home address (number and street, apt. number or RR) 8444 MIDDLE RIVER WAY		Daytime telephone # 843-270-1047		Tax Year
	City, town or post office, state and ZIP code N CHARLESTON SC 29420				

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	95914	00
2. Net SC tax (SC1040, line 15)	2	4322	00
3. Use Tax	3		00
4. Total Tax	4	4322	00
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	0	00
6. Tuition Tax Credit (SC1040, line 21)	6		00
7. Refund (SC1040, line 30)	7		00
8. Amount you owe (SC1040, line 34)	8	4399	00

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See instructions.)

STAPLE COPIES OF STATE W-2(s) and 1099(s) HERE	9. Routing transit number (RTN) 		The first two numbers of the RTN must be 01 through 12 or 21 through 32.	
	10. Bank account number (BAN) 			
	11. Type of account: ☐ Checking ☐ Savings			
	12. Withdrawal Date 		Withdrawal Amount \$ 	

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☐ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.
- ☐ b. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. Do not submit this form to the SC Department of Revenue. Keep with your records.

Sign Here Ho Dong LEE CHOON HEE PARK
Your signature Date Spouse's signature (If joint, BOTH must sign) Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Income Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only	ERO signature <u>[Signature]</u>	Date <u>07/12/2016</u>	Check if also paid preparer ☐	Check if self-employed ☐	PTIN <u>P01688057</u>
	Firm name (or yours if self-employed) and address <u>FISH STREYFFELER ULMER LTD</u>	<u>901 OLD TROLLEY RD S</u>		FEIN <u>57-0874655</u>	ZIP code <u>29485-</u>

Paid Preparer's Use Only	Preparer signature <u>[Signature]</u>	Date <u></u>	Check if self-employed ☐	PTIN <u>P01688057</u>
	Firm name (or yours if self-employed) and address <u>FISH STREYFFELER ULMER LTD</u>	<u>901 OLD TROLLEY RD S</u>		FEIN <u>57-0874655</u>
	ZIP code <u>29485-</u>			

DO NOT MAIL

KEEP FOR YOUR RECORDS

Form **8879**Department of the Treasury
Internal Revenue Service**IRS e-file Signature Authorization**

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▶ Keep this form for your records.

▶ Information about Form 8879 and its instructions is at www.irs.gov/form8879.

OMB No. 1545-0074

2014**Submission Identification**

Number (SID)

5711912015104E004010

Taxpayer's name

HO DONG LEE

Social security number

■■■■■■■■■■

Spouse's name

CHOON HEE PARK

Spouse's social security number

■■■■■■■■■■

Part I Tax Return Information-Tax Year Ending December 31, 2014 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	52,109.
2	Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12)	2	318.
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7)	3	
4	Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a)	4	
5	Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14)	5	318.

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2014, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN

ERO firm name

59642

Enter five numbers, but
do not enter all zeros

as my signature on my tax year 2014 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2014 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.Your signature ▶ *James* Date ▶ 03/25/2015

Spouse's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN

ERO firm name

99735

Enter five numbers, but
do not enter all zeros

as my signature on my tax year 2014 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2014 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.Spouse's signature ▶ *Choon Hee Park* Date ▶ 03/25/2015**Practitioner PIN Method Returns Only-continue below****Part III Certification and Authentication-Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57119119028

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2014 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ *James* Date ▶ 03/25/2015**ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8879** (2014)

BCA

1045

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453

(Rev. 7/30/14)

3299

Please
print or
type.

Your first name and initial

Last name

HO DONG LEE

Your social security number

If joint return, spouse's first name and initial

Last name, if different

CHOON HEE PARK

Spouse's social security number

Home address (number and street, apt. number or RR)

Daytime telephone #

8444 MIDDLE RIVER WAY

843-270-1047

Tax Year

City, town or post office, state and ZIP code

N CHARLESTON SC 29420

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	1986800
2. Net SC tax (SC1040, line 15)	2	165300
3. Use Tax	3	00
4. Total Tax	4	165300
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	000
6. Tuition Tax Credit (SC1040, line 21)	6	00
7. Refund (SC1040, line 30)	7	00
8. Amount you owe (SC1040, line 34)	8	168200

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See instructions.)

STABLE COPIES OF STATE 1040(e) and 1099(s) HERE	9. Routing transit number (RTN)			The first two numbers of the RTN must be 01 through 12 or 21 through 32.
	10. Bank account number (BAN)			
	11. Type of account:	☐ Checking	☐ Savings	
	12. Withdrawal Date	Withdrawal Amount \$		

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☐ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.
- ☐ b. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment. Under the terms of this authorization, I can revoke this authorization by notifying the South Carolina Department of Revenue no later than two business days prior to the withdrawal (settlement) date by calling 803-896-1715.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. Do not submit this form to the SC Department of Revenue. Keep your records.

Sign Here

[Signature]
Your signature

9/28/15
Date

[Signature] 9/28/15
Spouse's signature (If joint, BOTH must sign) Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only	ERO signature	Date	Check if also paid preparer ☐	Check if self-employed ☐	PTIN
		09/21/2015			
	Firm name (or yours if self-employed) and address	FISH STREYFFELER ULMER LTD	FEIN	57-0874655	
		901 OLD TROLLEY RD STE D	ZIP code	29485	

Paid Preparer's Use Only	Preparer signature	Date	Check if self-employed ☐	PTIN
		9-15-15		P00101033
	Firm name (or yours if self-employed) and address	FISH STREYFFELER ULMER LTD	FEIN	57-0874655
		901 OLD TROLLEY RD STE D	ZIP code	29485-

Form

8879Department of the Treasury
Internal Revenue Service**IRS e-file Signature Authorization**

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▶ Keep this form for your records.

▶ Information about Form 8879 and its instructions is at www.irs.gov/form8879.

OMB No. 1545-0074

2013**Submission Identification**

Number (SID)

▶ 5711912014102D003800

Taxpayer's name

HO DONG LEE

Social security number

[REDACTED]

Spouse's name

CHOON HEE PARK

Spouse's social security number

[REDACTED]

Part I Tax Return Information-Tax Year Ending December 31, 2013 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	89,728.
2	Total tax (Form 1040, line 61; Form 1040A, line 35; Form 1040EZ, line 10)	2	
3	Federal income tax withheld (Form 1040, line 62; Form 1040A, line 36; Form 1040EZ, line 7)	3	1,880.
4	Refund (Form 1040, line 74a; Form 1040A, line 43a; Form 1040EZ, line 11a; Form 1040-SS, Part I, line 12a)	4	2,880.
5	Amount you owe (Form 1040, line 76; Form 1040A, line 45; Form 1040EZ, line 12)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2013, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD

to enter or generate my PIN

59642

ERO firm name

as my signature on my tax year 2013 electronically filed income tax return.

Enter five numbers, but
do not enter all zeros

☐ I will enter my PIN as my signature on my tax year 2013 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ [Signature] Date ▶ 06/23/2014

Spouse's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD

to enter or generate my PIN

99735

ERO firm name

as my signature on my tax year 2013 electronically filed income tax return.

Enter five numbers, but
do not enter all zeros

☐ I will enter my PIN as my signature on my tax year 2013 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ [Signature] Date ▶ 06/23/2014**Practitioner PIN Method Returns Only-continue below****Part III Certification and Authentication-Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57119119028

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2013 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ [Signature] Date ▶ 06/23/2014**ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8879** (2013)

BCA

1045

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453

(Rev. 7/23/10)

3299

Please print or type.	Your first name and initial HO DONG LEE	Last name	Your social security number [REDACTED]
	If joint return, spouse's first name and initial CHOON HEE PARK	Last name, if different	Spouse's social security number [REDACTED]
	Home address (number and street, apt. number or RR) 8444 MIDDLE RIVER WAY	Daytime telephone # 843-270-1047	Tax Year
	City, town or post office, state and ZIP code N CHARLESTON SC 29420		

D
ON
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L

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	6192800
2. Net SC tax (SC1040, line 15)	2	313200
3. Use Tax	3	00
4. Total Tax	4	313200
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	124700
6. Tuition Tax Credit (SC1040, line 21)	6	00
7. Refund (SC1040, line 30)	7	00
8. Amount you owe (SC1040, line 34)	8	191600

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See instructions.)

STAPLE COPIES OF STATE W-2(s) and 1099(s) HERE	9. Routing transit number (RTN)	The first two numbers of the RTN must be 01 through 12 or 21 through 32.	
	10. Bank account number (BAN)		
	11. Type of account: ☐ Checking ☐ Savings		
	12. Withdrawal Date	Withdrawal Amount \$	

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☐ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.
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If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. Do not submit this form to the SC Department of Revenue. Keep with your records.

Sign Here

[Signature] 8/11/2014 *[Signature]* 8/11/2014
Your signature Date Spouse's signature (If joint, BOFH must sign) Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See Instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only	ERO signature	Date 08/05/2014	Check if also paid preparer ☐	Check if self-employed ☐	PTIN 57--087465
	Firm name (or yours if self-employed) and address FISH STREYFFELER ULMER LTD 901 OLD TROLLEY RD STE D				FEIN 29485-

Paid Preparer's Use Only	Preparer signature	Date 06/23/2014	Check if self-employed ☐	PTIN P01010331
	Firm name (or yours if self-employed) and address FISH STREYFFELER ULMER LTD 901 OLD TROLLEY RD STE D			FEIN 29485-

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Form 8879

IRS e-file Signature Authorization

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service▶ Do not send to the IRS. This is not a tax return.
▶ Keep this form for your records.

2012

Declaration Control Number (DCN) ▶ 5711912013104C003951

Taxpayer's name
HO DONG LEESocial security number
[REDACTED]Spouse's name
CHOON HEE PARKSpouse's social security number
[REDACTED]**Part I: Tax Return Information-Tax Year Ending December 31, 2012** (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	214,749.
2	Total tax (Form 1040, line 61; Form 1040A, line 35; Form 1040EZ, line 10)	2	16,367.
3	Federal income tax withheld (Form 1040, line 62; Form 1040A, line 36; Form 1040EZ, line 7)	3	1,030.
4	Refund (Form 1040, line 74a; Form 1040A, line 43a; Form 1040EZ, line 11a; Form 1040-SS, Part I, line 12a)	4	
5	Amount you owe (Form 1040, line 76; Form 1040A, line 45; Form 1040EZ, line 12)	5	15,610.

Part II: Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2012, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN
ERO firm name

59642

Enter five numbers, but
do not enter all zeros

as my signature on my tax year 2012 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2012 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.
Your signature [Signature] Date ▶ 04/29/2013

Spouse's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN
ERO firm name

99735

Enter five numbers, but
do not enter all zeros

as my signature on my tax year 2012 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2012 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.
Spouse's signature [Signature] Date ▶ 04/29/2013**Practitioner PIN Method Returns Only-continue below****Part III: Certification and Authentication-Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57119119028

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2012 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature [Signature] Date ▶ 04/29/2013**ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

Form 8879 (2012)

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453

(Rev. 7/23/10)

3299

Please print or type.	Your first name and initial HO DONG LEE		Last name	Your social security number [REDACTED]	
	If joint return, spouse's first name and initial CHOON HEE PARK		Last name, if different	Spouse's social security number [REDACTED]	
	Home address (number and street, apt. number or RR) 8444 MIDDLE RIVER WAY		Daytime telephone #	Tax Year	
	City, town or post office, state and ZIP code N CHARLESTON SC 29420-		843-270-1047		

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L**Part I Tax Return Information** (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	18764900
2. Net SC tax (SC1040, line 15)	2	872500
3. Use Tax	3	00
4. Total Tax	4	872500
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	101600
6. Tuition Tax Credit (SC1040, line 21)	6	00
7. Refund (SC1040, line 30)	7	00
8. Amount you owe (SC1040, line 34)	8	784500

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See instructions.)

STAPLE COPIES OF STATE V-2(S) and 1099(S) HERE	9. Routing transit number (RTN)		The first two numbers of the RTN must be 01 through 12 or 21 through 32.	
	10. Bank account number (BAN)			
	11. Type of account: ☐ Checking ☐ Savings			
	12. Withdrawal Date		Withdrawal Amount \$	

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☐ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.
- ☐ b. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment. Under the terms of this authorization, I can revoke this authorization by notifying the South Carolina Department of Revenue no later than two business days prior to the withdrawal (settlement) date by calling 803-896-1715.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. Do not submit this form to the SC Department of Revenue. Keep with your records.

Sign Here [Signature] Date 8/20/13 [Signature] Spouse's signature (If joint, BOTH must sign) Date 8/20/13

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S**Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer** (See Instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only	ERO signature <u>[Signature]</u>	Date <u>08/20/2013</u>	Check if also paid preparer ☐	Check if self-employed ☐	PTIN <u>P01321738</u>
	Firm name (or yours if self-employed) and address	FISH STREYFFELER ULMER LTD		FEIN	57-0874655
	901 OLD TROLLEY RD SUITE D		ZIP code	29485-	

Paid Preparer's Use Only	Preparer signature <u>[Signature]</u>	Date	Check if self-employed ☐	PTIN <u>P01688057</u>	
	Firm name (or yours if self-employed) and address	FISH STREYFFELER ULMER LTD		FEIN	57-0874655
	901 OLD TROLLEY RD SUITE D		ZIP code	29485-	

Form 8879

IRS e-file Signature Authorization

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service▶ Do not send to the IRS. This is not a tax return.
▶ Keep this form for your records. See instructions.

2011

Declaration Control Number (DCN)

00571191

2

Taxpayer's name
HO DONG LEE

Social security number

Spouse's name
CHOON HEE PARK

Spouse's social security number

Part I Tax Return Information-Tax Year Ending December 31, 2011 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	63,629.
2	Total tax (Form 1040, line 61; Form 1040A, line 35; Form 1040EZ, line 10)	2	
3	Federal income tax withheld (Form 1040, line 62; Form 1040A, line 36; Form 1040EZ, line 7)	3	
4	Refund (Form 1040, line 74a; Form 1040A, line 43a; Form 1040EZ, line 11; Form 1040-SS, Part I, line 12a)	4	1,000.
5	Amount you owe (Form 1040, line 76; Form 1040A, line 45; Form 1040EZ, line 12)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2011, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN
ERO firm name

59642

Enter five numbers, but
do not enter all zeros

as my signature on my tax year 2011 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2011 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature [Signature] Date ▶ 08/02/2012

Spouse's PIN: check one box only

☒ I authorize FISH STREYFFELER ULMER LTD to enter or generate my PIN
ERO firm name

99735

Enter five numbers, but
do not enter all zeros

as my signature on my tax year 2011 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2011 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature [Signature] Date ▶ 08/02/2012**Practitioner PIN Method Returns Only-continue below****Part III Certification and Authentication-Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57119119028

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2011 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature [Signature] Date ▶ 08/02/2012**ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

Form 8879 (2011)

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453

(Rev. 7/23/10)

3299

Please print or type.	Your first name and initial HO DONG LEE		Last name		Your social security number [REDACTED]	
	If joint return, spouse's first name and initial CHOON HEE PARK		Last name, if different		Spouse's social security number [REDACTED]	
	Home address (number and street, apt. number or RR) 1786 CHEROKEE ROSE CIRCLE			Daytime telephone # 843-270-1047		Tax Year
	City, town or post office, state and ZIP code MOUNT PLEASANT SC 29466					

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	2982900
2. Net SC tax (SC1040, line 15)	2	172500
3. Use Tax	3	00
4. Total Tax	4	172500
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	000
6. Tuition Tax Credit (SC1040, line 21)	6	00
7. Refund (SC1040, line 30)	7	00
8. Amount you owe (SC1040, line 34)	8	172500

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See instructions.)

STAPLE COPIES OF STATE W-2(s) and 1099(s) HERE	9. Routing transit number (RTN)		The first two numbers of the RTN must be 01 through 12 or 21 through 32.	
	10. Bank account number (BAN)			
	11. Type of account: ☐ Checking ☐ Savings			
	12. Withdrawal Date		Withdrawal Amount \$	

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☐ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.
- ☐ b. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment. Under the terms of this authorization, I can revoke this authorization by notifying the South Carolina Department of Revenue no later than two business days prior to the withdrawal (settlement) date by calling 803-896-1715.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. Do not submit this form to the SC Department of Revenue. Keep with your records.

Sign Here

Your signature

Date

Spouse's signature (If joint, BOTH must sign) Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only	ERO signature	Date	Check if also paid preparer ☐	Check if self-employed ☐	PTIN
	Firm name (or yours if self-employed) and address				
	FISH STREYFFELER ULMER LTD				FEIN 57-0874655
	703 N MAIN ST SUITE E				ZIP code 29483-

Paid Preparer's Use Only	Preparer signature	Date	Check if self-employed ☐	PTIN
	Firm name (or yours if self-employed) and address			
	FISH STREYFFELER ULMER LTD			FEIN 57-0874655
	703 N MAIN ST SUITE E			ZIP code 29483-

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LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMANN
EMAIL: erl@lalawsc.com

418 KING STREET, SUITE 301
CHARLESTON, SOUTH CAROLINA 29403

TELEPHONE (843) 724-5155

DIRECT: (843) 724-5156
WEBSITE: www.lalawsc.com

May 28, 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 two (2) copies of Defendants Yong Wook Park and Sunny Kim Park's Reply 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,

s/ Ellis

Ellis R. Lesemann

ERL/ajs
Enclosures

cc: Karen M. DeJong, Esq. (*via email only*)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT

) Case No.: 2017-CP-10-3705
)

HO DONG LEE,

)
)
) Plaintiff,
)

vs.)
)

YONG WOOK PARK and SUNNY KIM
PARK,

)
)
) Defendants.
)
)

**DEFENDANTS' MOTION TO
AMEND ANSWER**

FILED
2019 MAY 28 PM 3:51
JULIE J. ARMSTRONG
CLERK OF COURT

COME NOW, Defendants Yong Wook Park ("Mr. Park") and Sunny Kim Park ("Ms. Park") (collectively referred to as "Defendants"), by and through their undersigned counsel, and hereby file this Motion to Amend Answer to the Complaint of Plaintiff Ho Dong Lee ("Plaintiff" or "Lee"), pursuant to Rule 15(a) of the South Carolina Rules of Civil Procedure. A copy of Defendants' proposed Amended Answer is attached hereto as Exhibit A.

As grounds for this Motion, Defendants request that the Court grant Defendants permission to file an Amended Answer pursuant to Rule 15(a), SCRCP, which expressly provides that "leave [to amend] shall be freely given when justice so requires and does not prejudice any other party." *See* Rule 15(a), SCRCP.¹ Defendants seek to file the proposed Amended Answer to include the statute of limitations as an affirmative defense. Amendments are liberally allowed within the sound discretion of the trial judgment, and the opposing party must show prejudice to warrant reversal. *See Weaver v. Lentz*, 348 S.C. 672, 677, 561 S.E.2d 360, 363 (Ct. App. 2002). "Prejudice occurs when the amendment states a new claim or defense which would require the opposing party to

¹ Prior to filing this Motion, request was made to Plaintiff's counsel to consent to the amendment of Defendants' Answer, but consent was declined.

introduce additional or different evidence to prevail in the amended action.” *Id.* (citing *Ball v. Canadian Am. Exp. Co.*, 314 S.C. 272, 275, 442 S.E.2d 620, 622 (Ct. App. 1994).

The prejudice contemplated in Rule 15, SCRCP, is not that the non-moving party is forced to defend the merits of a valid claim; rather, Rule 15 prejudice is some result flowing from the amendment that puts the non-moving party at a disadvantage in defending the merits, which disadvantage the party would not have faced if the amended claim had been included in the original pleading or a timely motion to amend. *See Patton v. Miller*, 420 S.C. 471, 491–92, 804 S.E.2d 252, 262–63 (2017).

The inclusion of this affirmative defense does not prejudice Plaintiff, as Defendants have already addressed the untimeliness of Plaintiff’s claim in Defendants’ Motion for Summary Judgment filed on April 12, 2019, and in the Memorandum in Support of Defendants’ Motion for Summary Judgment filed on April 22, 2019. As set forth in Defendants’ Motion for Summary Judgment and supporting Memorandum, each of Plaintiff’s claims fail as a matter of law notwithstanding the statute of limitations. Furthermore, as indicated in the original Answer filed on September 13, 2017, Defendants asserted all of their additional affirmative defenses that may be revealed during the course of discovery in this action. *See Answer*, ¶ 44. Plaintiff presents no argument that Plaintiff’s claims were brought within the applicable timeframe. Defendants’ statute of limitations defense is meritorious and should be allowed in the interest of justice.

Furthermore, it was not until Plaintiff’s recent deposition on April 10, 2019, that the allegations asserted by Plaintiff in an effort to plead his case around the statute of limitations were totally false. The Complaint avers that Plaintiff was misled in 2013 by Defendants as to the value of the assets prior to signing the Agreement, but that Plaintiff only became aware of the misrepresentations at a later time (*i.e.*, in 2015, which would have been within the statute of

limitations), when Park sold some of the assets. However, Plaintiff conceded during deposition that neither Defendant made any representations to Plaintiff regarding the value of the assets prior to when the Agreement was signed. *See Deposition of Plaintiff Ho Dong Lee* at 88:14-89:2; 95:7-17; 105:13-19; 110:6-10. Furthermore, Plaintiff admitted during his recent deposition that he had considered filing suit against Defendants prior to signing the Agreement, meaning that he was aware of his grievances prior to February 2013 when the Agreement was signed.

These admissions were significant for a number of reasons, one being that they confirmed that the statute of limitations would indeed be an appropriate affirmative defense based on newly discovered evidence. For the first time, Plaintiff admitted that allegations made in the Complaint were false and, furthermore, that Plaintiff considered filing suit against Defendants prior to February 27, 2013. Plaintiff cannot establish prejudice resulting from the inclusion of the affirmative defense that the claims are time-barred, particularly when the delay in the assertion of the defense is directly related to allegations asserted by Plaintiff that Plaintiff knew to be false. The trial has not been held and a trial date is not currently set. The Court currently has a Motion for Summary Judgment under advisement such that this Motion is timely. *See Austin v. Conway Hosp., Inc.*, 292 S.C. 334, 338, 356 S.E.2d 153, 156 (Ct. App. 1987) (allowing answer to be amended to add statute of limitations defense approximately one month before trial). The parties should be allowed to amend their pleadings to conform the pleadings to the evidence, particularly the newly discovered evidence that Plaintiff's allegations that might have otherwise rebutted a statute of limitations defense were false.

For these reasons, Defendants Yong Wook Park and Sunny Kim Park respectfully request that the Court grant Defendants' Motion to Amend Answer and permit Defendants to file the attached proposed Amended Answer.

Respectfully submitted,

By:



Ellis R. Lesemann

erl@lalawsc.com

Michelle A. Matthews

mam@lalawsc.com

LESEMANN & ASSOCIATES LLC

418 King Street, Suite 301

Charleston, SC 29403

(843) 724-5155

*Attorneys for Defendants Yong Wook Park and
Sunny Kim Park*

May 28, 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
Defendants' Motion to Amend Answer 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

FILED
2019 MAY 28 PM 3:51
JULIE J. ARMSTRONG
CLERK OF COURT

This 28th day of May, 2019
Charleston, South Carolina

EXHIBIT A

Proposed Amended Answer

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	Case No.: 2017-CP-10-3705
HO DONG LEE,	)	
	)	
Plaintiff,	)	
	)	AMENDED ANSWER OF
vs.	)	DEFENDANTS
	)	
YONG WOOK PARK and SUNNY KIM	)	
PARK,	)	
	)	
Defendants.	)	

Defendants Yong Wook Park (“Mr. Park”) and Seon Park (“Ms. Park”)¹ (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.

¹ Ms. Park is misnamed in the caption of the Complaint as “Sunny Kim Park.” Her correct name is “Seon Park.”

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
(Statute of Limitations)

37. Plaintiff's claims are barred by the applicable statute of limitations.

FOR A FIFTH DEFENSE
(Unclean Hands/In Pari Delicto)

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

FOR A SIXTH DEFENSE
(Waiver)

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

FOR A SEVENTH DEFENSE
(Estoppel)

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

FOR AN EIGHTH DEFENSE
(Laches)

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

FOR A NINTH DEFENSE
(Statute of Frauds)

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

FOR A TENTH DEFENSE
(Failure to Mitigate Damages)

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

FOR AN ELEVENTH DEFENSE
(Prior Breach)

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

FOR A TWELFTH DEFENSE
(Reservation of Additional Defenses)

45. 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: _____
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**Attorneys for Defendants Yong Wook Park
and Seon Park**

May 28, 2019
Charleston, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that I have this date, mailed, postage prepaid, a true and correct copy of the
Amended 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: _____

May 28, 2019
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity Judge

Case No. 2017-CP-10-3705

HO DONG LEE,

Appellant,

v.

YONG WOOK PARK and
SUNNY KIM PARK,

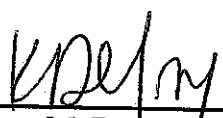
Respondents.

RECEIVED
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SC Court of Appeals

NOTICE OF APPEAL

Ho Dong Lee appeals the Order of the Honorable Mickell R. Scarborough dated December 19, 2019. Appellant received written notice of entry of this order on December 20, 2019.

January 6, 2020



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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON
Ho Dong Lee,
Plaintiff,
vs. CASE NO. 2017-CP-10-3705
Yong Wook Park and Sunny Kim Park,
Defendants.

Hearing before the Honorable Mikell R.
Scarborough, reported by Christine A. Smith, Court
Reporter and Notary Public, at 10:12 a.m. on
April 23, 2019 at 100 Broad Street, Courtroom 2A,
Charleston, South Carolina.

COPY

Christine A. Smith, Court Reporter
Master-in-Equity
P.O. Box 30276
Charleston, South Carolina, 29417
(843) 958-5071
casmith@charlestoncounty.org

*Any court, party, or person who has purchased a transcript may, without paying a further fee to the reporter, reproduce a copy or portion thereof as an exhibit pursuant to court order or rule or for internal use, but shall NOT otherwise provide or sell a copy or copies to any other party or person.

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P R O C E E D I N G S

1
2
3 THE COURT: This is the case called Lee versus
4 Park. It's Case No. 2017-CP-10-3705. I have
5 Ms. Karen DeJong for the Plaintiff, Lee, and
6 Mr. Ellis Lesemann for the Defendants, Park. We are
7 here today on the Defendants' Motion for Summary
8 Judgment. I've had a chance to review the file, and
9 I have seen some correspondence between the two of
10 you over the efficacy or the timeliness of the Motion
11 for Summary Judgment. I'm happy to hear from you on
12 that.

13 Ms. DeJong, you had an objection. I'll hear
14 from you, and then Mr. Lesemann, let me hear from you
15 as well. Okay?

16 I would note for the record, of course, it was
17 in the scheduling order that the Court would
18 entertain at the pretrial hearing today all
19 outstanding motions. I'm happy to hear from you.
20 Okay?

21 MS. DeJONG: Yes, Your Honor. I'm not asking
22 that the Motion for Summary Judgment not be heard.
23 I'm just asking for a continuance so that I have an
24 opportunity to give my client due process and submit
25 opposing affidavits with excerpts of the transcripts

1 that weren't submitted that contradict what facts are
2 being alleged by the Defendant. As you know there
3 has to be genuine issues of material fact, and I can
4 certainly provide that if I have even a few days just
5 to prepare properly.

6 THE COURT: I was actually out of the country.
7 So apparently Friday was really bad weather in town
8 so the courthouse shut down early. I think I got
9 wind of that, so that was some of what happened.

10 Let me hear from you, Mr. Lesemann.

11 MR. LESEMANN: Your Honor, my client, Yong
12 Wook Park and I are here to have you direct the
13 parties in whatever way you believe is fair. If the
14 Plaintiff would like the opportunity to an expansion
15 of time to submit additional briefs we would support
16 whatever the Court would decide on that with the
17 caveat, I guess I would say, that we have the
18 opportunity to reply to that and to explain to the
19 Court why that would not create a question of fact or
20 otherwise create a colorful claim that would require
21 a trial.

22 We're, of course, available today or to come
23 back at another time. Again, I think that everything
24 that we've done is absolutely in compliance with the
25 scheduling order. I guess my philosophy, to put it

1 succinctly, is if Your Honor were to entertain
2 granting summary judgment we wouldn't want it to be
3 having procedural arguments or objections or anything
4 like that. With that said, we're happy to proceed
5 which ever way you see fit.

6 THE COURT: Let me ask this question: In
7 looking at the pleadings, and that's all I've looked
8 at so far, and I've read the motion, but basically
9 the defense seems to be the Statute of Limitations
10 problem, that the agreement was entered into on X
11 date in '13 and the action was brought some three and
12 a half, four years later. '17 it was is actually --
13 is there anything other than that?

14 MR. LESEMANN: Your Honor, there is. That
15 is -- sometimes you wonder which issue you list
16 first. We put the Statute of Limitations first again
17 because we feel like it's a clear bar to every claim
18 which has a three-year Statute of Limitations.

19 In the Plaintiff's deposition it was explained
20 by him -- we had a Korean translator, as you remember
21 that we had discussed.

22 THE COURT: Right.

23 MR. LESEMANN: We made arrangements and funded
24 that expense. The Plaintiff explained that he had
25 sought legal advice at the time that the agreement

1 was being signed. He was advised to file a lawsuit,
2 and instead he had considered filing a lawsuit.
3 Instead he signed the agreement.

4 Your Honor, what normally might sound like
5 attorney/client privilege A) was volunteered, but B)
6 is relevant because you have an issue where a
7 represented party is saying, Hey, I didn't understand
8 the document. I was relying on what the Defendants
9 told me.

10 So I think that's important, Your Honor. When
11 a party is saying, Well -- Your Honor, let me back
12 up. The reason that the Plaintiff explained that he
13 made the decision that he made is because he is
14 Mr. Park's brother-in-law. Mr. Park's sister is
15 Mr. Lee's wife. So he explained that he did all
16 those things to preserve family harmony. That's a
17 laudable goal. Some people don't do that, but once
18 you've made a decision and you've signed an
19 agreement, I don't think you have the right four and
20 a half years later to say, You know what? I'm
21 reconsidering my decision back in 2012, 2013.

22 So Your Honor, we feel like that's a primary
23 argument because both sides are represented by
24 counsel. Both sides are Korean nationals. Now,
25 Mr. Park is now a naturalized citizen. Mr. Lee is on

1 a Green Card, but they've both been here for more
2 than two decades, operated businesses, et cetera.
3 All that to be said, It's a valid integrated four
4 corners of the document agreement, so we think that
5 Statute of Limitations argument is strong.

6 Secondarily, when we look at the complaint, it
7 says that -- it alleges that my clients, both
8 Mr. Park who is a signatory to the agreement and his
9 wife, Sunny, who isn't a signatory to the agreement
10 at all made allegations and representations as to the
11 value of the assets which initially the Plaintiff
12 alleged that he relied upon in agreeing to the
13 division that he agreed to.

14 In the deposition, Mr. Lee conceded, No, there
15 weren't representations that were made to me about
16 the value of the assets. Your Honor, that's deeply
17 significant. Our secondary argument behind the
18 Statute of Limitations is that you can't point to any
19 aspect of this agreement that my client breached.
20 The nature of the agreement is Mr. Lee's going to
21 take one restaurant, which he got to pick. It was a
22 hibachi-style restaurant in North Charleston, and
23 prior to that point, Mr. Lee had been thinking, Well,
24 gosh. We're under a lot of pressure from the banks.
25 We've got a lot of debt. We should foreclose.

1 Mr. Park said, No, I don't want to do that.
2 I'll take all that debt. I'll take those
3 restaurants. You take the Yokoso in North
4 Charleston. I'll take the rest. That was the
5 agreement.

6 As we go through and we look at the Complaint
7 where it alleges that there were representations made
8 about the value of the assets, I've got now a sworn
9 deposition transcript where the Plaintiff says, No,
10 actually that didn't happened. There weren't
11 representations about those contracted assets that
12 were made to me. So I think that that's deeply
13 significant.

14 The other allegation in the complaint was that
15 my client failed to provide a full financial
16 disclosure. If you look at that contract and get
17 with the parole evidence rule and look at the four
18 corners of it -- one 50 owner did not owe the other
19 50 percent other owner a full financial disclosure.
20 There were no provision in the agreement about that
21 at any time.

22 What is in the agreement is a statement that
23 says that each party is confirming that the division
24 is equal and is fair and is equitable. That's in
25 Section 9 of the agreement, a written stipulation of

1 the parties. Now, equal can mean a lot of things,
2 Your Honor. One restaurant to one party and five
3 restaurants to the other, that may not sound exactly
4 equal in armchair quarterbacking hindsight, but
5 again, the spirit of what the parties were trying to
6 do is allow Mr. Lee to have one restaurant and an
7 amount of debt that he can manage, and then all that
8 other debt, \$3,000,000 plus, went to my client.

9 So when you look at that and you look at the
10 corresponding debt it is equal and beyond that it's
11 fair and equitable. Beyond that it's exactly what
12 the parties, who are both represented, agreed to.

13 So Your Honor, when we look at the breach of
14 contract claim specifically, there is nothing that
15 you can point to in this contract that my client
16 breached. There is also nothing that he did after
17 the fact that he wasn't entitled to do. Essentially
18 the allegation is: Well, gosh, Mr. Park, with the
19 assets that were given to him and the debts that were
20 given to him fared better than Mr. Lee. Well, that
21 can be due to hundreds of reasons, relative quality
22 as a restaurateur, circumstances, supply and demand
23 that faces each one of these restaurants. Most
24 significantly, Mr. Park negotiated the debt
25 forgiveness on one of the restaurants in Columbia.

1 Now, he had a tax consequence to that, but by doing
2 so he later was able to sell that restaurant all
3 after the transaction for a profit.

4 Mr. Lee won his one restaurant through
5 foreclosure, but again, as Your Honor is aware, this
6 concept of the implied coming in good faith and fair
7 dealing -- well, if a party is doing what a party is
8 allowed to do then he's not reaching any implied
9 covenant in good faith and fair dealing. He's
10 servicing debts. He's operating business assets, and
11 he's either closing them, selling them, or operating
12 them as economic circumstances dictate.

13 So Your Honor, we feel like those breach of
14 contract claims failed with negligent
15 misrepresentation again, the argument or the
16 allegation was: Well, you told me these verbal
17 representations as to the value of the assets.

18 Your Honor, all of these businesses have tax
19 returns that were filed annually. Everybody knew who
20 the accountant was. Everybody had access to the
21 accountant. When I deposed Mr. Lee, he indicated
22 that he didn't ask for any information that was
23 denied to him in terms of financial statements, tax
24 returns, or otherwise. Again, as I noted, he felt
25 like there might be some reasons why he ought to be

1 allowed to sue Mr. Park and he chose not to do so.

2 So as we look at all those arguments --

3 THE COURT: His testimony there, that was at
4 the time or before the time of the agreement?

5 MR. LESEMANN: Yes, sir. That consideration
6 of litigation?

7 THE COURT: Yes.

8 MR. LESEMANN: Yes, sir, it was. And that's
9 in his transcript, his deposition transcript.

10 THE COURT: I saw the letter that you
11 reference as Exhibit B. That was from -- was that
12 from --

13 MR. LESEMANN: Graves Wilson.

14 THE COURT: Graves Wilson with Demott?

15 MR. LESEMANN: Yes. And that shows a couple
16 of things. One, that the Plaintiff was fully aware
17 that there was going to be more assets and more debts
18 allocated to one party than to the other. It shows
19 another thing in that the ultimate agreement is
20 different as a result of continuing negotiations
21 which were facilitated through legal counsel.

22 So Your Honor, we basically have a case here
23 to where as a lay person someone can say, Well, why
24 do we have contracts? If someone can come back four
25 and a half years later and just simply say, You know,

1 I don't like what I signed, and I no longer believe
2 in the reasons that motivated me to sign that, then
3 contracts and everything that contracts are based on
4 are uncertain and become unfounded. So Your Honor,
5 with this valid contract there's been no showing of
6 breach, there's been no showing of applied coming to
7 good faith and fair dealing. There can be no unjust
8 enrichment claim because the parties agree and
9 there's an express agreement.

10 Most recently in connection with admitting,
11 well, you know what? There weren't any verbal
12 representations as to the value of these assets made
13 to me, and again, I did consider litigation prior to
14 signing the agreement but I signed it to preserve
15 family harmony. Everybody lived in the same house.
16 The in-laws are there, and they worked at these
17 restaurants together until such time as they made a
18 mutual decision to separate.

19 There was no litigation at that time. Instead
20 there's a contractual agreement, which I think the
21 Courts are apt to enforce. There's been more recent
22 arguments made in the last couple of weeks about
23 other restaurant entities, a Tsunami of Greenville, a
24 Tsunami of Fairfax. My client was not the co-owner
25 of those restaurants, and Mr. Lee was not the

1 co-owner of those restaurants. They chose what was
2 going to be part of this agreement. They divided up
3 the 50/50 assets that were in that agreement, and so
4 Your Honor, not only would the Statute of Limitations
5 forbid us from undoing and upending that contract,
6 this litigation, this contract can't be asked to
7 relate to things that it specifically does not relate
8 to: Restaurants owned by others and allegations that
9 are eight, nine, and ten years old.

10 This was an agreement founded upon mutual
11 consideration. Your Honor, I apologize for the
12 length of time, but I wanted to let you know all of
13 those arguments that are behind what we're saying, we
14 think the Statute of Limitations is obviously strong,
15 but we think that there's no there there (sic) even
16 when you look at each one of the individual claims.

17 THE COURT: What I'm going to ask you-all to
18 do is supplement the record. I'm going to take it
19 under advisement today just so you know. The other
20 thing that you had alleged in your memo was a lack of
21 damages. Was there evidence of damages at the time
22 that you took Mr. Lee's deposition?

23 MR. LESEMANN: Your Honor, there has been no
24 allegation of damages. We've completed discovery,
25 and we've gotten -- we've received the discovery

1 responses, the interrogatory responses which said
2 that damages could not be calculated. There's been
3 no argument. There's been no forensic accounting.
4 There's been nothing. These restaurants have been
5 sold. Some of them have been lost to foreclosure.

6 Damages would very clearly be a very difficult
7 thing to measure, but that's the Plaintiff's burden,
8 and so Your Honor, as we're sitting here today and --
9 that's a good point. Each cause of action requires
10 some showing of damages proximately caused.

11 When we look at the reason why Mr. Lee might
12 have lost his restaurant, the reason Mr. Park might
13 have been selling the restaurant for a profit, none
14 of that relates to a negligent misrepresentation or a
15 breach of contract or a breach of the applied
16 covenant in good faith and fair dealing. So that, a
17 lack of damages, that lack of breach, the lack of
18 reliance. Again, when Mr. Lee said, No, I didn't get
19 any verbal representations prior to it, what can he
20 show that he relied upon other than his own judgment
21 particularly when he signs an agreement which says,
22 There are no representations and there is no
23 agreement other than this written agreement, and both
24 parties have the opportunity to have Counsel.
25 Mr. Lee has used translators in the past in terms of

1 his English limitations. He's operated a dry
2 cleaning business, he's operated a used car sales
3 business, and he's co-owned several restaurants.
4 I've questioned him on signing leases, signing vendor
5 contracts, signing forbearance agreements, and of
6 course, signing this contract agreement here.

7 Your Honor, I know that you know of the
8 language, based on the subject matter that appears
9 before you, of people coming and being -- Well, gosh,
10 I had no idea it said that in my bank loan documents
11 or whatever. Everybody has the duty, not only to
12 themselves and to the other party, they have a duty
13 to the public to read and understand -- and to this
14 Court -- to read and understand the contractual
15 instrument by whatever means are necessary.

16 This process -- if you look at Mr. Wilson's
17 letter from August of 2012, the agreement is not
18 signed until February of 2013. It took a while for
19 the forbearance with the Bank of America deed to get
20 established. This isn't something that happens over
21 duress overnight. It's a long process. Everybody
22 got the opportunity to do whatever due diligence they
23 felt like they needed to do, and they're co-owners of
24 these restaurants together, Your Honor.

25 So for those reasons, we welcome the

1 opportunity for everyone to supplement the record and
2 to perhaps submit proposed orders if Your Honor feels
3 like that would be appropriate. We feel like none of
4 these claims merit trial after the passage of all
5 this time and the completion of discovery.

6 THE COURT: You got to my final statement.
7 There were a lot of exhibits to the agreement all of
8 which indicated that basically they were going to
9 close out these corporations. They were 50/50 owners
10 of the businesses; is that right?

11 MR. LESEMAN: Your Honor, you're right. Yes.
12 The nature of those documents a lot of times were
13 more statements of disassociation meaning: My 50
14 percent is going to go to the other side.

15 THE COURT: All right. Thank you.

16 MR. LESEMAN: Your Honor, to your point, the
17 only restaurant that remains open of the six that are
18 contemplated or that are within the agreement is the
19 Yokoso of Summerville. The others have been sold or
20 closed.

21 THE COURT: The Yokoso of Summerville, I
22 assume, is owned by Mr. Park; is that right?

23 MR. LESEMAN: That's correct, Your Honor.

24 THE COURT: Let me just ask you right off the
25 bat: How much time do you need? Apparently the

1 depositions were taken after the discovery deadline,
2 but have you received the transcripts yet? What sort
3 of timeframe do you need to respond in writing to his
4 memorandum would be my first question, Ms. DeJong?

5 MS. DeJONG: Your Honor, I think two weeks
6 would be sufficient. I called up the court reporter
7 this morning to get a copy of the transcript, and it
8 should be waiting for me when I get back to the
9 office.

10 THE COURT: So it should be here by the end of
11 day?

12 MS. DeJONG: Yes.

13 THE COURT: So today is the 23rd. I'll look
14 at my calendar. Is there anything you would like to
15 respond to now because I'm going to ask you a couple
16 of questions just along with what we've talked about
17 because it clearly seems that the parties entered
18 into a written agreement on -- I think it was
19 February 27 of 2013. It is very apparent to this
20 Court that the Complaint was filed July 21 of '17.
21 That's definitely four years after the fact.

22 What is the -- just to respond to the timing
23 question, the Statute of Limitations question, let me
24 ask you about that.

25 MS. DeJONG: I would argue that the discovery

1 rule wasn't until a couple of years after this
2 transaction took place that the Plaintiff began to
3 hear that Mr. Park was selling off the restaurants
4 that he had received and was making millions where my
5 guy's lost his restaurant and Mr. Park bought the
6 building so at that point he had trusted his
7 brother-in-law. He barely speaks English, barely
8 reads English. He trusted Mr. Park who has a high
9 school education in the United States, and his wife,
10 that he was getting a fair deal.

11 Your Honor, if you look at the agreement, I
12 read it several times. I can barely understand it.
13 It is not an easy read. I'm pretty confident if I
14 put Mr. Lee on the stand that he is not going to be
15 able to tell you what this meant. He was -- he did
16 testify as --

17 THE COURT: That's still his burden of proof;
18 is it not?

19 MS. DeJONG: It is. And he did --

20 THE COURT: And he was represented by Counsel
21 in the creation of the document?

22 MS. DeJONG: Right. Mr. Lesemann said he was
23 going to depose Mr. Wilson. That hasn't taken place
24 yet. That might change the outcome of the case.
25 That hasn't taken place yet. You might want to put

1 that out there.

2 MR. LESEMAN: Your Honor, I'll just note that
3 discovery is closed, and we have no intention of
4 taking further depositions.

5 THE COURT: All right.

6 MS. DeJONG: Your Honor, as far as damages, I
7 have asked for financial documents. I have received
8 no appraisals of the two pieces of property or the
9 five companies, no evaluations. It appears like none
10 was done at the time of that transaction. To say how
11 they calculated how it was fair, how it's a 50/50
12 even split.

13 I don't have anything. I do know that when
14 we -- when I deposed the accountant, Christopher
15 Ulmer, as he went through the tax returns there was a
16 year where my client did not receive a \$132,000
17 distribution. Right there is damages. Why didn't he
18 receive it? The accountant says, I don't know.

19 THE COURT: What time frame would that have
20 been?

21 MS. DeJONG: I think that would have been
22 2017 -- I don't have the transcript. It would have
23 been --

24 THE COURT: Well, I think you need the
25 transcript. So what I'm going to do -- here's what

1 I'm going to do: I'm going to take it under
2 advisement, acknowledging that at this point in
3 time -- did I see -- was there any substantive
4 memorandum other than the four-page memo that you
5 submitted?

6 MR. LESEMANN: There was, Your Honor. Yes.
7 That came through tomorrow (sic), and so everyone has
8 a copy of that now.

9 THE COURT: So I will consider that as well.
10 What I'm going to ask you to do, Ms. DeJong, if you
11 will give me your written response by the 10th of
12 May, okay? That's basically two and a half weeks.

13 MS. DeJONG: Thank you.

14 THE COURT: A little more than 15 days, and
15 then, Mr. Lesemann, if you would respond by the 24th?
16 That's two weeks hence. That's the Friday before
17 Memorial Day weekend. I'm hoping that time wise that
18 gives you-all each an opportunity to look at whatever
19 the record -- the transcript is, cite to whatever is
20 in the transcript, if you would, take a look at it?

21 If I feel the need for additional argument
22 I'll bring you back. If not, what we're doing is
23 we're looking towards a trial sometime in the summer.
24 I have a term of court in July. I think it's the
25 third week of July. Does that sound right? I'll be

1 heading towards that. If summary judgment is not
2 granted we'll be heading towards trial in the July
3 timeframe. Okay?

4 MS. DeJONG: Thank you, Your Honor.

5 THE COURT: If you-all could get me a response
6 by the 24th I think I can take a look at where we
7 are.

8 MR. LESEMANN: Your Honor, just to sort of
9 keep a timeframe, would you be inclined to request
10 proposed orders you think or no?

11 THE COURT: I'm going to take a look at it.
12 Probably so. But yes, that gives us -- if it's the
13 end of May, I've got 60 days before we get there for
14 a trial, but I'm going to give you-all an answer
15 before that time.

16 MR. LESEMANN: Okay.

17 THE COURT: I would anticipate getting you-all
18 an answer by mid-June at the latest. Okay? All
19 right, Counsel. Thank you very much.

20 (The proceedings were concluded at 10:34 a.m.)
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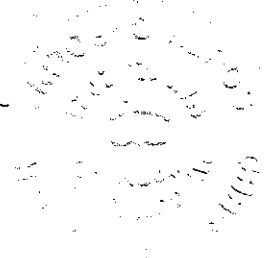
1 State of South Carolina)
2 County of Charleston) C E R T I F I C A T E
3

4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 2nd day of March, 2020 at
13 Charleston, Charleston County, South Carolina.
14
15
16

17 
18 Christine A. Smith
19 Notary Public
20 My Commission Expires
21 May 12, 2021
22
23
24
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CERTIFICATION

I hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 13, 2020

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Oct 14 2020

SC Court of Appeals

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Jun 11 2021

SC Court of Appeals

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