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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 PLUS MANAGEMENT, INC., a California
11 corporation;

12 Plaintiffs,

13 vs.

14 JUSTIN CHO, an individual; SUN WOO
15 CHO, an individual; MAJOR
16 MERCHANDISE, INC., a California
17 corporation d.b.a. MAJOR MERCH a.k.a.
18 TFCF, INC.; and DOES 1 through 25,
19 Inclusive,

20 Defendants.

UNLIMITED CIVIL

Case No.: 23STCV15893

SECOND AMENDED COMPLAINT

Department: 3
Honorable Judge Lia Martin

JURY TRIAL DEMANDED

1 Plaintiffs PLUS MANAGEMENT, INC. (“Plaintiff” or “Plus”) by and through their
2 undersigned attorneys, hereby pray to this honorable Court for relief and remedy based on the
3 following.

4 **GENERAL ALLEGATIONS**

- 5 1. During the relevant times, Plaintiff Plus is a California corporation located in the County of
6 Los Angeles, CA.
- 7 2. Plaintiff is informed and believes and thereupon alleges that at all relevant times Defendant
8 JUSTIN CHO was residing in the County of Los Angeles, CA.
- 9 3. Plaintiff is informed and believes and thereupon alleges that at all relevant times Defendant
10 SUN WOO CHO was residing in the County of Los Angeles, CA.
- 11 4. Plaintiff is informed and believes and thereupon alleges that at all relevant times Defendant
12 MAJOR MERCHANDISE, INC. (“Major”) is a California corporation located in the County
13 of Los Angeles, CA. MAJOR is also known as Major Merch, and its former name was TFCF,
14 Inc. (“TFCF”).
- 15 5. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1
16 through 25, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff
17 will amend this Complaint to allege their true names and capacities when their true names
18 and capacities have been ascertained. Plaintiff is informed and believes, and based thereon
19 alleges, that each of Defendants designated as a Doe is responsible in some manners for the
20 events alleged herein and the damages caused thereby. Plaintiff is informed and believes and
21 thereupon alleges that at all times relevant hereto each of Defendants including DOES 1-25
22 acted in concert with each other, was the agent, affiliate, officer, director, manager, principal,
23 alter-ego, and/or employee of the remaining Defendants and was at all times acting within
24 the scope of such agency, affiliation, alter-ego, relationship and/or employment; and actively
25 participated in or subsequently ratified and adopted, or both, each and all of the acts or
26 conducts alleged, with full knowledge of all the facts and circumstances, including without
27 limitation to full knowledge of each and every wrongful conducts and Plaintiff’s damages
28 caused therefrom.
6. The above-named defendants and the DOE defendants may be collectively referred to as
“Defendants” hereinbelow.

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FIRST CAUSE OF ACTION

AIDING AND ABETTING (against all Defendants)

7. Plaintiff realleges and incorporates by reference the allegations contained in the preceding and following paragraphs.
8. Plus had run a garment manufacture/wholesale business also known as Tea Party. Nordstrom, Inc. (“Nordstrom”), a national retailer, was the biggest customer that gave orders in the amount of multiple million dollars a year. It took about three years for Plus to be able to handle such orders in large amounts to the satisfaction of Nordstrom because Nordstrom required its vendors to meet detailed requirements such as design, fabric, quality, labor law compliance, etc. for which Nordstrom conducted multiple inspections, examinations, reviews, and tests.
9. Plus after using years of painstaking efforts as well as extensive amounts of costs and resources, could make itself ready to satisfy such requirements by establishing a business system including obtaining sufficient equipment, personnel, internal work procedures making Plus fully able to handle extensive amount of Nordstrom orders by performing all of the necessary works including pre-order and post-order works in time and at quality levels satisfiable for Nordstrom, and also set up production network consisting of certain textile converters and sawing factories that also learned to, and became able to, satisfy the Nordstrom requirements.
10. On the other hand, Root Apparel, Inc. (“Root”) had nothing around the time of conspiracy: no employee, no vendors, no equipment, no experience, no materials, no vendors, no knowledges that could meet Nordstroms’ requirements or perform all of the works of handing extensive number of orders in time and with satisfiable quality. Helen Park, Yong Gil Kim a.k.a. Kevin Kim and Juhyun Lee a.k.a. Chloe Lee (collectively “Employees”) during and/or after their employment with Plus, secretly worked with and for Root and its principal Tom Cho, which was specifically to be set up to take over Nordstrom orders behind Plus’ back. The Employees and the Defendants acting in concert and conspiracy, completely had Plus and Song blindsided during and even after the employment of, and the litigation against, the Employees, in order to make Plus unable to do anything to protect itself and its business while they were acting against Plus and its business. Especially, Lee and Kim

1 played critical roles in making Root start able to start handling Nordstrom orders within a
2 few months period, and other defendants either worked together and/or helped, aided and
3 abetted Lee and Kim during their employment with Plus.

4 11. Jason Lee worked for Plus as the president in charge of operating the business pertaining to
5 Nordstrom. Sonya Trejo (“Trejo”) worked as an outside salesperson functioning as the
6 liaison between Nordstrom and Plus. Jason Lee brought Justin Cho to Plus as a sales
7 associate because Jason Lee and Tom Cho were old friends and also have known Justin Cho
8 for a long time.

9 12. Later, Jason Lee left Plus as Ha Sung Song (“Song”), Plus’ principal rejected his request for
10 excessive salary/commission raise out of the earnings from Nordstrom business. Justin Cho
11 also left Plus and later partnered up with Jason Lee running a garment business called H4H
12 S.A. in Haiti.

13 13. Jason Lee, Justin Cho and Tom Cho had another idea for a business which was not about
14 proper and lawful competition in the market but stealing Plus business behind Plus’ back
15 using their knowledge and connection with the insiders at Plus. Soon after Jason Lee left
16 Plus, Jason Lee, Justin Cho and Tom Cho joined into the group Sunwoo Cho and Trejo and
17 together conspired to convert Nordstrom orders from Plus to Root. However, Jason Lee did
18 not have sufficient knowledge and information in details at working level, Justin Cho,
19 Sunwoo Cho and Tom Cho had no knowledge, information or experience as to Nordstrom
20 business, and Trejo had knowledge and experience as only an outside salesperson.

21 14. They did not know how to prepare and qualify Root as a vendor for Nordstrom, how to
22 satisfy all of the highly demanding requirements such as compliance with labor laws, product
23 quality control, and passing the tests, and how to meet the inspection standards on a regular
24 basis. They did not know how to, after completing registration and receiving orders from
25 Nordstrom, make prototype sample based on detailed specifications for new designs fast and
26 good enough, how to get the right fabrics satisfying detailed requirements and quality tests,
27 sending the fabrics to the right sewing factories that would also qualify as a sub-vendor and
28 be able to satisfy the high standards for cutting and sewing again fast and good enough, and
how to properly pack the delivered goods with proper labels and tags therein, provided from
the right vendors who would make the said items per Nordstrom standards.

- 1 15. Even for Plus, it had taken over three years to prepare itself to finish all of the above. Even
2 after the registration, it took more years to be able to handle the details of each step of the
3 works for filling Nordstrom orders, and earn enough credits from Nordstrom so that
4 Nordstrom would place orders in the amount of over \$10 million a year.
- 5 16. Jason Lee, Justin Cho, Sunwoo Cho, Tom Cho and Trejo decided to, and did, approach and
6 use Juhyun Lee, Yong Gil Kim and Helen Park (“Employees”) who were Plus’ employees.
7 The Employees had knowledge and experience at Plus and also had access to all of the files,
8 information and records of Plus as they were still working for Plus at that time. By using the
9 Employees, files, records and even vendors, they could complete the registration and
10 subsequent production works faster and smoother with the same or similar work and product
11 qualities.
- 12 17. Jason Lee, Justin Cho, Sunwoo Cho, Tom Cho and Trejo called and met the Employees one
13 by one, explained about their conspired plan described above including what they needed the
14 Employees to do and how the Employees could help them while remaining at Plus. They
15 with the Employees negotiated the secret employment terms including especially wages in a
16 bigger amount than their wages at Plus and subsequent hiring at Root later on. The
17 Employees agreed to join the conspiracy. The Employees agreed to continue to stay at Plus
18 but work for Root per instructions and requests from Jason Lee, Justin Cho, Sunwoo Cho and
19 Tom Cho.
- 20 18. Jason Lee, Justin Cho, Sunwoo Cho and Tom Cho using Root secretly hired the Employees
21 but asked them to stay in Plus so that the Employees could help them with secretly obtaining
22 necessary information, file and record for Root to complete its registration as a vendor,
23 setting up production networks using the same vendors of Plus, and after receiving the orders
24 from Nordstrom, making samples, corresponding with Nordstrom and vendors, and arranging
25 production as well as finishing packing and deliveries.
- 26 19. The Employees knowingly joined and agreed to act in concert with Jason Lee, Justin Cho,
27 Sunwoo Cho and Tom Cho for the purpose of secretly competing behind Plus’ back and even
28 inside Plus and converting from Plus to Root the Nordstrom orders, especially the re-orders
29 (“Re-orders”) of the garments which Plus worked on in prior seasons.
- 30 20. Justin Cho and Sunwoo Cho and Major through them provided all that the Employees
31 needed. In addition to higher wages paid through Root, the Defendants provided secret work

1 spaces at Root's office, work emails at Root's server, cost reimbursements, ordering and
2 purchasing necessary equipment and tools including without limitation to sample table,
3 sewing machines, pattern sheet papers, pens and scissors, paying additional wages and fees
4 for additional works, paying for secret office parties for encouraging team spirit, any outside
5 works to be done such as picking up and delivering samples and visiting and meeting
6 vendors as the Employee inside Plus could not freely work outside Plus' office, giving
7 detailed instructions as to what the Defendants needed, providing materials such as fabrics
and papers for making samples, etc.

8 21. At the beginning Justin Cho and Sunwoo Cho let the Employees use their private email
9 addresses, but later, provided the Employees with different email addresses at Root's email
10 server. Jason Lee was given an email address (Jasonlee@rootapparel.com) to execute on the
11 above-described conspiracy and work on Root business receiving and filling Nordstrom
12 orders. Justin Cho also worked on the same, using his email address Justin@rootapparel.com,
13 which Jason Lee admitted at trial. Juhyun Lee was given design@rootapparel.com which was
14 deliberately made without including her name so that she would not be caught even when
15 Plus or Song finds out about the email address. Even for the work emails not directly for
16 Justin Cho and Jason Lee, they were always at least c.c.ed, to in the emails exchanged among
17 the conspirators as they were the ones orchestrating and coordinating each and every step of
the works for the conspired plan.

18 22. The Defendants gave instructions and requests to the Employees for obtaining necessary
19 files, designs, records and information at Plus to be provided to the Defendants for Root
20 business, and the Employees also worked on making samples, pattern sheets, proto sample
21 pictures, and corresponding with Nordstrom for the sampling procedure and making changes
22 per Nordstrom's review and detailed instructions, status of which the Employees constantly
23 reported to the Defendants so that the Defendants could orchestrate, coordinate and supervise
24 the entire procedure of filling orders. With the materials and information provided by the
25 Employees, the Defendants would do the outside works to fill the orders, such as arranging
26 each step of production by corresponding with vendors such as fabric converters, sewing
27 factories, and ticket/label suppliers, checking the vendors' work status and reviewing their
28 samples and work reports, and packing and delivering the finished garments to Nordstrom

1 with necessary documents such as packing lists and invoices, and collecting money on
2 account receivables from Nordstrom and paying money on account payables to the vendors.

3 23. Sunwoo Cho and Justin Cho as discussed above, did call, meet, explain, discuss, negotiate
4 and conspire with, the Employees for the secret hiring and the secret competition to steal Plus
5 business with Nordstrom using Plus's Employees. Sunwoo Cho also helped Jason Lee and
6 Justin Cho and also worked on reviewing the orders and invoices from and to the vendors
7 and Nordstrom and letting Root get paid or pay per invoices exchanged with vendors and
8 Nordstrom.

9 24. Jason Lee, Justin Cho, Sunwoo Cho and Tom Cho gave instructions as to what the
10 Employees should do as well as requested any information, files, and records such as tech
11 pac, WIP, design files, garment photos, pattern sheets, driver's log, vendor information,
12 details of Nordstrom tests on fabrics and garments, inspection details, etc. The Employees
13 did their part of providing what Jason Lee, Justin Cho, Sunwoo Cho and Tom Cho needed,
14 most of the time during the Employees' work hours at Plus. Jason Lee, Justin Cho, Sunwoo
15 Cho and Tom Cho did their part of using the provided information, following up upon each
16 tasks of sampling, production, packing and delivery, as well as corresponding with
17 Nordstrom and vendors regarding each step of the procedures of filling Nordstrom orders. On
18 multiple occasions, Nordstrom made Re-orders because they were satisfied with what Plus
19 offered and how it did its job of filling the orders in the prior season. Even those Re-orders,
20 Jason Lee, Justin Cho, Sunwoo Cho, Sonya Trejo and Tom Cho and the Employees
21 intercepted them and filled the Re-orders using Plus design files, pattern sheet, work progress
22 files, same vendors, same method, etc. Root and Jason Lee, Justin Cho, Sunwoo Cho and
23 Tom Cho would have not been able to register as a vendor and fill the orders including the
24 Re-orders at all, or at the very least, as fast and as good as Plus without stealing the
25 Employees works, files, records, vendors, and methods of Plus.

26 25. The beginning was to register as Nordstrom's vendor. Using the forms and other relevant
27 records used by Plus, with Helen Park's help, they secretly succeeded in registering as a
28 vendor, who would use the same vendors that Plus already registered as its sub-vendors.
Helen Park was in charge of registration of Plus, passing tests and inspections, and also
making arrangements or supervising Plus' vendors for the same tasks. When Helen Park was

1 doing the works inside, Justin Cho contacted vendors and Nordstrom for the works to be
2 done externally.

3 26. Then, they conspirators/joint tortfeasors started converting Nordstrom orders to Plus
4 including re-orders, which refers to the orders Nordstrom made again for the same garments
5 with the same designs that Nordstrom bought from Plus and sold in the prior season.
6 Nordstrom being satisfied with Plus' performance in the prior season made multiple re-
orders, and Plus had all of the necessary

7 27. Justin Cho asked the Employees to get certain files or records, and the Employees secretly
8 handed them over to Justin Cho and then, Justin Cho would use them for Root business with
9 Nordstrom.

10 28. Justin Cho and Sunwoo Cho would request for vendor information such as which vendor
11 provides certain fabrics meeting Nordstrom's standards for different designs, which vendor
12 would properly handle cutting and sewing works to Nordstrom's satisfaction and the high
13 standards for tests and inspections, which vendors would readily provide tags and labels, and
14 the vendors' contact information, and Juhyun Lee would give the information about fabric
15 converters and Yong Gil Kim would provide the information about other vendors, and then
16 Justin Cho and Sunwoo Cho would contact them and follow up.

17 29. The Employees' misconducts included more than merely converting proprietary assets
18 including Nordstrom-related information, design and order they stole. In addition, they did
19 all of the works necessary to enable Root to compete against Plus and obtain and handle
20 Nordstrom orders within months period, including the ones done during the work hours for
21 which they were paid by Plus with wages, such as meeting Plus vendors in order to make
22 orders and arrange productions for Root. Root had no idea as to where to go, whom to meet,
23 what to look for and what to discuss, etc. They conspired to, and did, undermine Plus' ability
24 to compete against Root, and even made Plus completely unable to do anything, they
25 specifically conspired to, and did, completely blindsided, and even lied to, Plus and Song as to
26 all of the works for enabling Root to start handling Nordstrom orders, Root's plan and actual
27 activities for competition to directly and specifically redirecting Nordstrom orders from Plus
28 to Root, which Root would have not been able to do had there been no conspiracy among the
Defendants. increase such abilities so that Root would become able to handle Nordstrom
orders in a full scale. At the beginning of its dealing with Nordstrom, Nordstrom's purchase

1 orders given to Root Apparel show that the total of 16 styles of garments were sold by Root,
2 and all of those 16 styles had already been developed as samples and sold by Plus
3 Management as shown in the chart below. The Employees and Defendants freely and secretly
4 used Plus' materials, samples, files, records and vendors, and even Kim and Lee's works
5 hours paid by Plus so that Root could quickly and easily handle Nordstrom orders with no
6 efforts of spending time and resources to enable itself to handle such orders.

7 30. Root and Tom Cho had no knowledge, ability or equipment, not even basic equipment to
8 make samples, needed to meet detailed requirements such as design, fabric, quality, labor law
9 compliance, etc. for which Nordstrom conducted multiple inspections, examinations,
10 reviews, and tests. Root and Tom Cho had no ability to meaningfully compete against Plus in
11 order to obtain or fill Nordstrom orders at all.

12 31. The Employees' in breach of fiduciary duties conspired to, and did, work for Root while
13 deliberately and fraudulently keeping Plus and its principal Song completely blindsided. The
14 conspiracy was to use Plus', tangible or intangible, properties and resources through the
15 Employees, including files, records, designs, equipment, even employees, and the vendor
16 information, in order to secretly prepare and enable Root to take over the Nordstrom orders
17 not only for one or two seasons but permanently. At the beginning, Root together with other
18 Defendants and Employees started stealing Nordstrom orders on the exact same designs for
19 which Plus already received and filled orders from Nordstrom, by spending extensive
20 amounts of time and resources in making design samples, arranging and supervising vendors
21 to make production samples, set up production, deliver and inspect the ordered garments.
22 Plus readily had the sufficiently prepared business system including all of the files, records
23 and ability to accept and fill the Nordstrom's re-orders for the same designs, but the
24 Defendants including Trejo and Employees secretly redirected such pre- and post-order
25 procedures to Root while deliberately excluding Plus and Song. The Defendants and the
26 Employees conspired to, and did, not only conceal such material information about the
27 above, but also even blatantly lied to Song. They even shamelessly stated in their secret
28 emails that if Plus might find out about their misconducts, it might raise legal issues
thereabout, which might also have Nordstrom stop dealing with Root.

32. In other words, the conspiracy was not only about converting Plus' business system including
the properties for Root business in order to directly compete against, and steal the Nordstrom

1 orders from, Plus, but also making Plus completely unable to find out about their
2 miscondacts, compete against Root, or protect itself and its business from such misconduct
3 as as long as possible even beyond the end of the employment of the Employees.

4 33. Plaintiff filed the State Action against its former employees in the case titled *Plus*
5 *Management Inc. v. Root Apparel, Inc.* (“Prior Action”). In December 2022, Plus obtained a
6 judgement after a trial (“Judgment”) in the amount of over \$4.5 million against its
7 Employees, for breach of fiduciary duties. The Court found the said employees committed
8 miscondacts fraudulently, deceitfully, surreptitiously and with expressed malice and
9 therefore, scheduled the second phase of the trial for the issue of determining the amount of
punitive damages in June 2023.

10 34. The findings stated in the Judgment includes that Defendants “committed fraud and acted
11 with malice against [Plaintiff] and therefore, [Plaintiff] is entitled to seek punitive damages”,
12 in addition to similar findings such as “lying to Song [Plaintiff’s principal]”, “exchange
13 messages about the possibility of their scheme being discovered and the legal significant
14 jeopardy that they might encounter if their theft of [Plaintiff’s] proprietary information was
15 revealed”, “theft and use of [Plaintiff’s] proprietary information and procedures”,
16 “intentionally conspired together to steal the Nordstrom garment production trade secrets
17 from Plus Management ("lock, stock and barrel") during and after their employment and
18 provide it on a proverbial silver platter from Plus Management to Root Apparel, their
19 successor employer.”, “fraudulently, deceitfully and surreptitiously with expressed malice”,
20 “blatant lying, calculated deception, dishonest misrepresentation and outright thievery”,
“with dirty hands”. Ex. A, 4:2, 4:4-5, 5:5-7, 6:25, 6:28, 7:28-8:2, 10:4, 10:20-22.

21 35. Around the time of filing the Prior Action, the Defendants and the Employees again
22 conspired to lie to Plus so that it would be unable to identify, sue against, seek damages
23 against, and collect from, all of the conspirators/joint tortfeasors. The Employees and the
24 Defendants continued to lie and/or concealed material facts that certain Defendants including
25 Trejo did not take any part in such miscondacts, certain Defendants such as Justin Cho and
26 Sun Cho also were part of the conspired miscondacts. They also conspired to commit a series
27 of fraudulent transfers of Root business and resources to its continuing businesses under
28 different names. Root falsely closed out to stop its business. However, the truths were that
Root and Cho family pretended to shut down Root business and in fact ran the same business

1 to fill the Nordstrom orders under other business names such as MAJOR and TFCF, and
2 during the trial Lee admitted Justin Cho and Sonya Trejo were working together with the
3 Employees for Root's obtaining and filling Nordstrom orders during her employment at Plus,
4 and Justin Cho continued to work on Nordstrom orders under the names of TFCF and Major
5 under his ownership after causing Root's false closure. Further investigations also revealed
6 Sun Woo Cho also acted as the CFO. The Defendants used the Employees in misleading Plus
7 and Song with blatant lies in the discovery responses under penalty of perjuries while using
8 different continuing businesses under different names in order to conceal their continuing
9 misconducts, which has made Plus unable to find out the whole truth, regain its business
10 back, identify and sue all of the conspirators, or at least, fairly compete against Root's
11 continuing businesses.

12 36. During the discovery in the Prior Action, the former employees continued to make false
13 representations and/or concealed material information in response to the discovery requests.
14 They lied under penalty of perjury that Kevin Kim and Chloe Lee lost their jobs at Root and
15 Root closed out its business soon after the Prior Action was filed due to the claims against
16 Kim and Lee. However, during the trial, they admitted they continued to work together with
17 TFCF on the orders from Nordstrom and TFCF was the successor business formed in
18 replacement of Root Apparel, Inc. that the defendants and the former employees used to steal
19 Plus's business. Later, further investigation based thereupon revealed the involvement of
20 MAJOR, Justin Cho, Tom Cho and Sun Woo Cho on such fraudulent transaction, continuing
21 business and continuing misconducts of palming off benefits of unlawful misconducts of
22 stealing and breach of fiduciary duty, even to the present time. During the trial, the above-
23 said employees admitted Sonya Trejo and Justin Cho involved in the conspiracy to, and did,
24 commit the said misconducts together with the former employees, causing the loss of Plus'
25 business with Nordstrom.

26 37. Throughout the whole time, when Plus inquired, Trejo repeatedly made false representations
27 on multiple occasions that Trejo had been on a "neutral venue", did not cause the loss of
28 business with Nordstrom as it is Nordstrom's decision to whom it would issue orders, she
had no skin in Root issue, she would kindly and nicely help Plus. Trejo also falsely said she
had done nothing wrong. While making such false representations, Trejo continued on
committing misconducts of stealing Plus business with Nordstrom by aiding and abetting the

1 former employees and other defendants to continue on business with Nordstrom under other
2 business names behind Plus's back misled by the above-said misrepresentations and
3 concealment of the relevant information. Due to such fraudulent activities and statements by
4 the Defendants, Plus could not sue in the Prior Action against Trejo, Justin Cho, Sun Cho,
5 TFCF and Major, as well as probably other DOE defendants whose identities the named
6 Defendants may be still hiding to the time of filing this complaint and Plus does not know
7 yet.

8 38. The Defendants in this case knew that the Employees were going to commit the misconducts
9 described above forming breach of fiduciary duties against the Plaintiff. In fact, the
10 Defendants came up with the above conspiracy and let the Employees join in, and supervised
11 and instructed the Employees to execute on the conspired plan, and encouraged the
12 Employees to join, and act on, the conspiracy by providing higher wages and subsequent
13 hiring at Root and later Major. The Defendants knowingly aided and abetted by providing
14 substantial assistance to, and encouraging, such breach by the Employees in participating in
15 the discussions for the conspiracies described herein and taking substantial parts in executing
16 the conspired plans of secretly competing against the Plaintiff, improperly using and stealing
17 the Plaintiff's business, making the Plaintiff unable to find out who did what behind its back.

18 39. As a direct, proximate, and foreseeable consequence, Plaintiffs have suffered general and
19 special damages.

20 40. The Defendants misconducts were willful, knowing, and intentional, and therefore, Plaintiff
21 is entitled to punitive damages.

22 41. The Defendants acted in concert under conspiracies with the Employees and therefore should
23 be jointly and severally liable as joint tortfeasors, alter-egos, and aider/abettors.

24 42. The Defendants with control over the operations of Root and Major actively created the
25 conspiracy and the plan for the above-described unlawful misconducts, and knowingly and
26 deliberately instructed in details and closely supervised the Employees as the superiors and
27 made sure the Employees act and/or omit to act per conspiracy, supervision and instruction,
28 and therefore, are liable as direct participants in tortious and unlawful misconducts.

SECOND CAUSE OF ACTION

FRAUDULENT TRANSFER (against all Defendants)

1 43. Plaintiff realleges and incorporates by reference the allegations contained in the preceding
2 and following paragraphs.

3 44. Around the time of filing the Prior Action, Plus did not have full knowledge and
4 understanding about the identities of all persons including the Defendants in this case and
5 therefore could not and did not include as defendants in the Prior Action, the Defendants in
6 this case. In other words, Plus as the plaintiff/creditor that was entitled to damages incurred
7 from the above-misconducts, the results of the above-described conspiracy, did not know and
8 therefore, did not sue in the Prior Action against the Defendants who would be also liable as
9 the judgment debtors.

10 45. The Defendants and the Employees needed to, conspired to, and did, minimize the impact of
11 the Prior Action upon their conspired business of converting Nordstrom orders, by shutting
12 down Root above the surface and secretly moving the business to Major beneath the surface,
13 in order to defraud Plus and mislead Plus to believe that stealing Nordstrom orders stopped.

14 46. For that purpose, the Defendants and the Employees also needed to, conspired to, and did,
15 keep secret the Defendants' participations in the above-described conspiracy of stealing
16 Nordstrom orders so that the Defendants would avoid the litigation and freely and secretly
17 continue to work on Nordstrom orders behind Plus' back. While the Employees were sued in
18 the Prior Action, they also conspired to, and did, pretend they lost their job at Root and got a
19 job at a third party business. The Employees disclosed the name TFCF but kept secret TFCF
20 was in fact the new vehicle for filling Nordstrom business.

21 47. In the Prior Action, the Defendants arranged a defense lawyer Brad Lee and paid for attorney
22 fees and costs, and in return, they kept control over the defense strategy in details for
23 discovery and trial. Knowing Plus' limited knowledge and information, the Defendants
24 instructed, and conspired with, the Employees to lie to Plus so that it would be unable to
25 identify, sue against, seek damages against, and collect from, all of the conspirators/joint
26 tortfeasors including the Defendants.

27 48. Per instructions and conspiracy, and with financial support for defense costs and fees, the
28 Employees continued to lie and/or concealed material facts that certain Defendants including
Trejo did not take any part in such misconducts, certain Defendants such as Justin Cho and
Sun Cho also were part of the conspired misconducts.

1 49. They also conspired to commit a series of fraudulent transfers of Root business and resources
2 to its continuing businesses under different names. The Defendants abandoned Root and
3 pretended they stopped the business with Nordstrom.

4 50. However, the truths were that after closing out Root, the Defendants moved the same stolen
5 items and information and the Employees to Major, and continued to run the same business
6 of filling Nordstrom orders. During the trial Lee admitted Justin Cho and Sonya Trejo were
7 working together with the Employees for Root's obtaining and filling Nordstrom orders
8 during her employment at Plus, and Justin Cho continued to work on Nordstrom orders under
9 the names of TFCF and Major under his ownership after causing Root's false closure.

10 51. Justin Cho and Sunwoo Cho created and used Major as the vehicle for the another conspiracy
11 of, while avoiding the Prior Action, secretly continuing to use Plus files, records and
12 information and vendors to steal Nordstrom orders behind Plus' back. Major indeed
13 continued to use Plus files, records and information, the Employees and vendors and secretly
14 compete and stole Nordstrom orders throughout the time of the Prior Action pending and
15 even thereafter.

16 52. Justin Cho and Sunwoo Cho established Major and again registered Major as a vendor. Justin
17 Cho sent multiple emails to Nordstrom employees in charge of giving orders to vendors
18 stating Major would work in place of Root and any orders should be given to Major. Sun
19 Woo Cho also acted as the CFO in charge of Major's operations with vendors and Nordstrom
20 and also human resource management including the Employees.

21 53. Justin Cho and Sunwoo Cho instructed the Employees to misrepresent that Root stopped its
22 business operations and the Employees were fired by Root due to the Prior Action, and also
23 to conceal the material fact that the Defendants were continuing to do the same business now
24 using Major with the same stolen items and information from Plus.

25 54. The Defendants used the Employees in misleading Plus and Song with blatant lies in the
26 discovery responses under penalty of perjuries while using different continuing businesses
27 under different names in order to conceal their continuing misconducts, which has made Plus
28 unable to find out the whole truth, regain its business back, identify and sue all of the
conspirators, or at least, fairly compete against Root's continuing businesses.

55. During the discovery in the Prior Action, the former employees continued to make false
representations and/or concealed material information in response to the discovery requests.

1 They lied under penalty of perjury that Kevin Kim and Chloe Lee lost their jobs at Root and
2 Root closed out its business soon after the Prior Action was filed due to the claims against
3 Kim and Lee. However, during the trial, they admitted they continued to work together with
4 TFCF on the orders from Nordstrom and TFCF was the successor business formed in
5 replacement of Root Apparel, Inc. that the defendants and the former employees used to steal
6 Plus's business. Later, further investigation based thereupon revealed the involvement of
7 MAJOR, Justin Cho, Tom Cho and Sun Woo Cho on such fraudulent transaction, continuing
8 business and continuing misconducts of palming off benefits of unlawful misconducts of
9 stealing and breach of fiduciary duty, even to the present time. During the trial, the above-
10 said employees admitted Sonya Trejo and Justin Cho involved in the conspiracy to, and did,
11 commit the said misconducts together with the former employees, causing the loss of Plus'
12 business with Nordstrom.

12 56. Throughout the whole time, when Plus inquired, Trejo repeatedly made false representations
13 on multiple occasions that Trejo had been on a "neutral venue", did not cause the loss of
14 business with Nordstrom as it is Nordstrom's decision to whom it would issue orders, she
15 had no skin in Root issue, she would kindly and nicely help Plus. Trejo also falsely said she
16 had done nothing wrong. While making such false representations, Trejo continued on
17 committing misconducts of stealing Plus business with Nordstrom by aiding and abetting the
18 former employees and other defendants to continue on business with Nordstrom under other
19 business names behind Plus's back misled by the above-said misrepresentations and
20 concealment of the relevant information. Due to such fraudulent activities and statements by
21 the Defendants, Plus could not sue in the Prior Action against Trejo, Justin Cho, Sun Cho,
22 TFCF and Major, as well as probably other DOE defendants whose identities the named
23 Defendants may be still hiding to the time of filing this complaint and Plus does not know
24 yet.

25 57. Through the misrepresentations and concealment of material information, and even perjuries
26 described above, the defendants continued to make Plus as the plaintiff who as a creditor had
27 claims against the ones who were liable including not only the Employees but their aiders
28 and abettors, joint tortfeasors and co-conspirators including the Defendants as debtors,
unable to find out their continuing business with Nordstrom under different business names,
protect Plus itself and its business, and identify all of the actual/potential defendants and also

1 seriously compromised Plus' ability to sue, seek damages and collect, against the Defendants
2 in the Prior Action.

3 58. The Defendants conspired to, and did, transfer and hide the stolen files, records and designs
4 as well as the then-continuing business with Nordstrom under the same vendor registration
5 using the same business system, by falsely representing that Root closed out and secretly
6 continuing to run the same stolen business of dealing with Nordstrom in the amount of over
7 \$7,500,000.00 million under new business names including Major and TFCF. Such
8 misrepresentation, concealment, and transfer of businesses were committed fraudulently and
9 unfairly without proper consideration, for the purpose of avoiding lawsuits, liabilities, and
10 collections thereupon.

11 59. As a direct, proximate, and foreseeable consequence, Plaintiffs have suffered general and
12 special damages.

13 60. The Defendants acted in concert under conspiracies with the Employees and therefore should
14 be jointly and severally liable as joint tortfeasors, alter-egos, and aider/abettors.

15 61. The Defendants with control over the operations of Root and Major actively created the
16 conspiracy and the plan for the above-described unlawful misconducts, and knowingly and
17 deliberately instructed in details and closely supervised the Employees as the superiors and
18 made sure the Employees act and/or omit to act per conspiracy, supervision and instruction,
19 and therefore, are liable as direct participants in tortious and unlawful misconducts.

20 **THIRD CAUSE OF ACTION**

21 **FRAUD BY CONCEALMENT AND/OR MISREPRESENTATION**

22 **(against all Defendants)**

23 62. Plaintiff realleges and incorporates by reference the allegations contained in the preceding
24 and following paragraphs.

25 63. As alleged hereinabove, while the Employees were employed at Plus, the Defendants
26 instructed and supervised the Employees to keep secret about what the Employees were
27 doing for Root, Plus' competitor, and what Root and the Defendants were doing with the
28 Employees such as stealing Plus' information, files, records, and designs and using them to
register as Nordstrom vendor and filling Nordstrom orders using the same production
arrangements with the same vendors. The Defendants continuously urged the Employees to

1 be cautious because if Plus would find out about their misconducts under the conspiracy,
2 Plus would take legal action against the Defendants and the Employees, which would
3 damage their secret operations of stealing business. Per the instructions, supervisions and
4 warnings, the Employees kept everything secret to their employer Plus, in violation of the
5 employees' duties to disclose about any competing activities against the employer and about
6 what they were doing during the work hours at the employer.

6 64. Justin Cho, Sunwoo Cho and Major through them came up with the idea of defrauding Plus
7 by using the Employees' false responses in their discovery response, making Plus believe
8 Root stopped operations and there were no more conspirators, joint tortfeasors or
9 aiders/abettors to sue. The Defendants by paying for the defense of the Employees kept
10 control and influence over the defense strategy.

11 65. The Employees while, most of the time, the Prior Action pending, were working as Major's
12 employees under the Defendants' supervision.

13 66. Using such control and influence, the Defendants made the Employees join in the conspiracy
14 of misleading Plus with misrepresentations and concealment. The Defendants instructed and
15 supervised the Employees to make false statements in violations of their duty to state the
16 whole truth and nothing but the truth under penalty of perjury. The Defendants also
17 instructed and supervised the Employees to conceal about Major's operations beneath the
18 surface after Root was abandoned, in violations of their duty to state the whole truth and
19 nothing but the truth under penalty of perjury. The Defendants also instructed and supervised
20 the Employees to even lie about Major by stating the Employees were fired by Root and were
21 hired by a third party business having nothing to do with Nordstrom business, in violations of
22 their duty to state the whole truth and nothing but the truth under penalty of perjury.

23 67. The one of the major misconducts the Defendants conspired to, and did, act in concert was
24 having all of themselves especially Juhyun Lee and Yong Gil Kim to take every
25 precautionary action to conceal the material facts regarding their conspiracy and activities to
26 support Root's secret competition specifically targeting to take over Nordstrom orders by
27 replacing Plus, and whenever needed, to make false statements to Plus and Song. In addition,
28 when Lee and Kim's misconducts in breach of fiduciary duties was caught, Defendants again
conspired to, among other things described above, continue to conceal the information about
the identities of co-conspirators such as Trejo and Justin Cho, what they did as co-

1 conspirators, and their fraudulent transfers of Root business to TFCF and Major and probably
2 other unknown names. They even conspired to have Lee and Kim lie during the discovery
3 under penalty of perjury that Root fired them and Root was out of business soon after the
4 Prior Action was filed.

5 68. The Employees owed the duties to disclose the above-said concealed information during their
6 employment with the Plaintiff and throughout the Prior Action but continued to conceal them
7 and even made false representations thereabout, especially through their false statements in
8 their discovery responses. The Defendants knew of the concealed material information and
9 Lee and Kim's misrepresentations were false. However, Defendants knowingly and
10 intentionally acting in concert, and under the conspiracies, with the Employees defrauded the
11 Plaintiff by knowingly and intentionally letting the Employees mislead Plus through
12 concealment and misrepresentation, and behind Plus' back, secretly transferring the business
13 to other business names and continuing to run the same business with Nordstrom while
14 avoiding Plus' lawsuit, damaging Plus ability to sue and seek damages against them.

15 69. Plus without knowing the truths about the secret competitions through Root and Major and
16 the identities of the joint tortfeasors, co-conspirators and aiders/abettors to be sued, relied
17 upon and/or was misled by the misrepresentations and lack of information due to
18 concealment.

19 70. As a direct, proximate, and foreseeable consequence, Plaintiffs have suffered general and
20 special damages.

21 71. The Defendants acted in concert under conspiracies with the Employees and therefore should
22 be jointly and severally liable as joint tortfeasors, alter-egos, and aider/abettors.

23 72. The Defendants with control over the operations of Root and Major actively created the
24 conspiracy and the plan for the above-described unlawful misconducts, and knowingly and
25 deliberately instructed in details and closely supervised the Employees as the superiors and
26 made sure the Employees act and/or omit to act per conspiracy, supervision and instruction,
27 and therefore, are liable as direct participants in tortious and unlawful misconducts.
28

FOURTH CAUSE OF ACTION

UNFAIR COMPETITION (against all Defendants)

1 73. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding
2 and following paragraphs.

3 74. California Business and Professions Code § 17200 defines unfair competition as “any
4 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or
5 misleading advertising and any act prohibited by Chapter 1 (commencing with Section
6 17500) of Part 3 of Division 7 of the Business and Professions Code.”

7 75. Defendants engaged in unfair, unlawful and fraudulent conducts through their misconducts
8 described above.

9 76. As a direct and proximate result of Defendants’ wrongful acts, Plaintiff suffered harm and
10 losses as described herein and in amounts to be proved at trial. Plaintiff therefore seeks
11 restitution from Defendants.

12 77. Defendants acted in concert and therefore should be jointly and severally liable as joint
13 tortfeasors, alter-egos, aider/abettors, and/or continuing business.

14 **FIFTH CAUSE OF ACTION**

15 **NEGLIGENCE (against all Defendants)**

16 78. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding
17 and following paragraphs.

18 79. The one of the major misconducts the Defendants conspired to, and did, act in concert was
19 having all of themselves especially Juhyun Lee and Yong Gil Kim to take every
20 precautionary action to conceal the material facts regarding their conspiracy and activities to
21 support Root’s secret competition specifically targeting to take over Nordstrom orders by
22 replacing Plus, and whenever needed, to make false statements to Plus and Song. In addition,
23 when Lee and Kim’s misconducts in breach of fiduciary duties was caught, Defendants again
24 conspired to, among other things described above, continue to conceal the information about
25 the identities of co-conspirators such as Trejo and Justin Cho, what they did as co-
26 conspirators, and their fraudulent transfers of Root business to TFCF and Major and probably
27 other unknown names. They even conspired to have Lee and Kim lie during the discovery
28 under penalty of perjury that Root fired them and Root was out of business soon after the
Prior Action was filed.

1 80. The Employees owed the duties to disclose the above-said concealed information during their
2 employment with the Plaintiff and throughout the Prior Action but continued to conceal them
3 and even made false representations thereabout, especially through their false statements in
4 their discovery responses. The Defendants knew of the concealed material information and
5 Lee and Kim's misrepresentations were false. However, Defendants knowingly and
6 intentionally acting in concert, and under the conspiracies, with the Employees defrauded the
7 Plaintiff by knowingly and intentionally letting the Employees mislead Plus through
8 concealment and misrepresentation, and behind Plus' back, secretly transferring the business
9 to other business names and continuing to run the same business with Nordstrom while
10 avoiding Plus' lawsuit, damaging Plus ability to sue and seek damages against them.

11 81. Plus without knowing the hidden and/or disguised businesses and the tort-feasors identities,
12 relied upon and was misled by the misrepresentations, and lack of information due to
13 concealment.

14 82. Even if it is assumed to not be intentional, deliberate or reckless, the defendants misconducts
15 described above formed breach of duty to act reasonably and not harm others unreasonably.

16 83. As a direct, proximate, and foreseeable consequence, Plaintiffs have suffered general and
17 special damages.

18 84. The Defendants acted in concert under conspiracies with the Employees and therefore should
19 be jointly and severally liable as joint tortfeasors, alter-egos, and aider/abettors.

20 85. The Defendants with control over the operations of Root and Major actively created the
21 conspiracy and the plan for the above-described unlawful misconducts, and knowingly and
22 deliberately instructed in details and closely supervised the Employees as the superiors and
23 made sure the Employees act and/or omit to act per conspiracy, supervision and instruction,
24 and therefore, are liable as direct participants in tortious and unlawful misconducts.

25 86. The Defendants are also liable for negligence in failing to satisfy their duty to properly
26 supervise the Employees while they worked for Root and/or Major.

27
28
REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully prays that this Court enter judgment against Defendants as follows.

1 For all causes of action,

- 2 1. General and special damages including the judgment amount in the Prior Action over
3 \$4,500,000.00;
4 2. Prejudgment interest at 10% annum;
5 3. Litigation costs; and
6 4. For such other and further relief as this court shall deem just and proper.

7 For the first to third causes of action,

- 8 5. In addition to the above, punitive damages.

9
10 For fifth cause of action,

- 11 6. Restitution.
12 7. Prejudgment interest at 10% annum;
13 8. Litigation costs; and
14 9. For such other and further relief as this court shall deem just and proper.

15 **DEMAND FOR TRIAL BY JURY**

16 Plaintiff hereby demands a trial by jury in this action pursuant to California Code of Civil
17 Procedure §631 and Section 16 of Article I of the California Constitution.

18
19 Dated: September 17, 2025

Respectfully submitted,
20 /s/ C. Yong Jeong
21 C. Yong Jeong, Esq.
22 Attorney for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within entitled action. My business address is 1100 Wilshire Blvd., Suite 3008, Los Angeles, CA 90017. On the below-stated date, I served the within document(s) as below:

SECOND AMENDED COMPLAINT

U.S. MAIL – by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for United States first-class mail delivery to the person(s) at the address(es) set forth below.

Jacob B. Bach
6 Centerpointe Dr., Ste 630
La Palma, CA 90623

PERSONAL SERVICE – by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

OVERNIGHT COURIER – by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below.

ELECTRONIC SERVICE –by transmitting via e-mail the document(s) listed above to the e-mail address(es) set forth below.

Jacob Bach <jacob@acilawgroup.com>

I declare under penalty of perjury under the laws of the State of California and United States that the above is true and correct.

Executed on September 17, 2025, at Los Angeles, California.

/s/ C. Yong Jeong
C. Yong Jeong