

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK****JANET HAN,  
Individually, and as a Member of  
SWEETCATCH KKA LLC, suing in the right of  
SWEETCATCH KKA LLC,****Plaintiff,****-against-****ROBERT KWAK; JOSEPH KO; ANTHONY  
PANTANO, as Executor of the Estate of SCOTT  
ALLING; and NC KKA LLC,****Defendants.****Index No. 654281/2018****VERIFIED AMENDED  
COMPLAINT**

Plaintiff Janet Han, individually and, also, in the right of Sweetcatch KKA LLC to procure a judgment in its favor and suing on behalf of all of the members thereof similarly situated, by her attorneys, Kaufmann Gildin & Robbins LLP, respectfully alleges as follows:

1. Plaintiff Janet Han (“Han”) is an individual residing in Westchester County, New York. Han owns 10,000 Class A membership units, which constitutes a 20% ownership interest, of Plaintiff Sweetcatch KKA LLC (“Sweetcatch”).
2. Han brings this action individually and, also, derivatively in the right of and for the benefit of Sweetcatch and its members.
3. Plaintiff Sweetcatch is a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 130 West 42<sup>nd</sup> Street, New York, New York 10036.
4. Upon information and belief, Defendant Robert Kwak (“Kwak”) is an individual with a principal place of business at 130 West 42<sup>nd</sup> Street, New York, New York 10036.
5. Upon information and belief, Defendant Joseph Ko (“Ko”) is an individual with a principal place of business at 130 West 42<sup>nd</sup> Street, New York, New York 10036.

6. Upon information and belief, Defendant Scott Alling (“Alling”) is an individual who, at all relevant times until, his death on May 18, 2018, had a principal place of business at 130 West 42<sup>nd</sup> Street, New York, New York 10036. Anthony Pantano is the Executor of Scott Alling’s estate, which is the subject of probate proceedings in Middlesex County, New Jersey, under docket #262174.

7. Upon information and belief, Defendant NC KKA LLC (“NC KKA”) is a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 130 West 42<sup>nd</sup> Street, New York, New York 10036.

8. Upon information and belief, from its formation until May 18, 2018, NC KKA’s members were Kwak, Ko and Alling. On May 18, 2018, Alling died, and as a result, Kwak and Ko are currently the surviving members of NC KKA.

9. Upon information and belief, Sweetcatch was formed by Kwak, Ko and Alling, the principals and members of NC KKA.

10. Upon information and belief, NC KKA is the Managing Member of Sweetcatch, and owns 30,390 Class B membership units of Sweetcatch, which constitutes a 60.9% ownership interest in Sweetcatch.

11. Upon information and belief, Sweetcatch’s membership interests include 19,000 Class A membership units and 30,390 Class B membership units. The 19,000 Class A membership units, collectively, own 19,000 voting rights, or approximately 5.8% of the total voting rights of the Members. The Class B membership units, collectively, own 303,900 voting rights, or 94.2% of the voting rights of the Members.

12. At all relevant times, Defendants NC KKA, Kwak, Ko and Alling each regularly transacted business in the State of New York.

**ALLEGATIONS COMMON TO ALL CLAIMS**

13. Kwak, Ko and Alling (until his death on May 18, 2018) have together owned and

operated, directly or indirectly, a number of restaurants, nightclubs, and event spaces in New York City, including Arena Event Space, Baekjeong Korean Barbeque, Toi et Moi Catering, Pulse Karaoke Bar, Mamouns Falafel, Third Floor Café, Circle Nightclub, and Brigitte Restaurant.

14. On or about November 12, 2014, Kwak, Ko and Alling formed NC KKA to develop, open, manage and operate, directly or indirectly, a number of fast casual café store locations in Manhattan for the retail sale of Hawaiian poke, related raw fish preparations such as pokemaki, poke avocado toast, beverages, and related food items under the name “Sweetcatch.”

15. In connection therewith, Kwak, Ko and Alling formed five (5) additional limited liability companies, each intended to operate a single Sweetcatch location:

Date of Formation	Name of Entity
March 29, 2016	Sweetcatch 1 LLC (“SC1”)
August 19, 2016	Sweetcatch 2 LLC (“SC2”)
March 17, 2017	Sweetcatch 3 LLC (“SC3”)
July 6, 2017	Sweetcatch 4 LLC (“SC4”)
March 2, 2018	Sweetcatch 5 LLC (“SC5”)

16. On or about July 12, 2017, Kwak, Ko and Alling formed Sweetcatch, a New York limited liability company intended to further develop, open, own, manage and operate Sweetcatch stores.

17. Upon information and belief, Sweetcatch was formed to permit outside investors to contribute capital to the enterprise, while retaining voting control and majority ownership of the enterprise by NC KKA and its principals, Kwak, Ko and Alling.

18. Upon the formation of Sweetcatch, NC KKA owned 75.9% of the membership interests of Sweetcatch and was appointed its Managing Member, and seven (7) outside investors (“Initial Outside Investors”), who collectively contributed \$825,000 to Sweetcatch, were granted, collectively, 24.1% of the membership interests of Sweetcatch.

19. Upon information and belief, Sweetcatch owns 100% of the ownership interests in SC1, SC2, SC3, SC4 and SC5.
20. Upon information and belief, SC1 executed a lease for an initial retail Sweetcatch store, to be opened at an unknown location (“Store No. 1”).
21. On or about August 31, 2016, SC2 executed a lease for a retail Sweetcatch store located at 135 E. 54<sup>th</sup> Street, a/k/a 642A Lexington Avenue, New York, New York (the “Lexington Store” or “Store No. 2”).
22. On or about May 4, 2017, SC3 executed a lease for a retail Sweetcatch store located in Bryant Park, with an address of 1120 Avenue of the Americas, New York, New York (“Bryant Park Store” or “Store No. 3”).
23. On or about July 27, 2017, SC4 executed a lease for a retail Sweetcatch store located at 125 Maiden Lane, New York, New York (the “Maiden Lane Store” or “Store No. 4”).
24. Upon information and belief, neither SC5 nor any other entity owned or operated by Sweetcatch ever executed a lease for any other Sweetcatch locations.
25. Upon information and belief, although Sweetcatch and/or SC1 entered into a lease for Store No. 1, the store never opened.
26. Upon information and belief, Sweetcatch and/or SC1 spent approximately \$492,000 on construction costs in connection with their attempt to open Store No.1 but, ultimately, were unable to complete construction or open the store.
27. Upon information and belief, Sweetcatch and/or SC2 spent approximately \$614,000 to lease, construct, open and operate Store No. 2, which opened in 2016 and remains open to this date.
28. Upon information and belief, Sweetcatch funded \$614,000 to SC2 in connection with Store No. 2.
29. Upon information and belief, Sweetcatch and/or SC3 spent approximately \$850,000 to

lease, construct, open and operate Store No. 3, which opened in or about March 2018 and remains open to this date.

30. Upon information and belief, Sweetcatch funded \$850,000 to SC3 in connection with Store No. 3.

31. Upon information and belief, Sweetcatch and/or SC4 spent approximately \$303,000 to lease and partially construct Store No. 4, which has not yet opened because construction was discontinued before completion.

32. Upon information and belief, Sweetcatch funded \$303,000 to SC4 in connection with Store No. 4.

33. Upon information and belief, before August 31, 2017, Sweetcatch and Defendants, directly or indirectly, spent all of the initial capital of \$1.2 million contributed to Sweetcatch by NC KKA and the Initial Investors.

34. Kwak and Han were long-time friends and acquaintances.

35. Prior to her investment in Sweetcatch, as described herein, Han had never invested in a business through the acquisition of ownership interest in a closely held corporation or limited liability company.

36. In or about May, 2017, Kwak approached Han and her husband with a proposal and request that Han invest in what Kwak referred to as the successful Sweetcatch business.

37. Subsequent to this initial contact, Kwak, Han and her husband had a series of in-person, telephonic and electronic communications (including an in-person meeting between Kwak, Han and her husband at Store No. 2 on May 16, 2017) in connection with defendants' request that Han invest in the Sweetcatch business.

38. During these communications, Kwak made a series of material misrepresentations of fact, and failed to disclose material facts, in connection with Defendants' operation of the Sweetcatch

business and Han's proposed investment therein.

39. Kwak's misrepresentations to Han included, without limitation, the following false statements: (i) that the Lexington Store was the first Sweetcatch store and was completely constructed, open, and operating profitably; and, was fully funded by the initial capital investment of \$1,200,000 by the Initial Outside Investors and NC KKA LLC; (ii) that The Bryant Park Store was the second Sweetcatch store; was leased; anticipated to be fully constructed, open and operating profitably within six (6) months; and, was fully funded by the initial capital investment of \$1,200,000 by the Initial Outside Investors and NC KKA LLC; (iii) that the Maiden Lane Store was leased; anticipated to be fully constructed, open and operating profitably within six (6) months; and, was fully funded by the initial capital investment of \$1,200,000 by the Initial Outside Investors and NC KKA LLC; (iv) that Han's proposed investment was to be used only for the construction and development of the next two (2) Sweetcatch stores; (v) that Alling had used and was using his own construction firm to construct the Stores, at a substantial discount and savings to Sweetcatch; and, (vi) that Defendants would return Han's total investment to her within three to three and a half years.

40. Kwak failed to disclose the following material facts in connection with Han's proposed investment in the Sweetcatch business: (i) that Store No. 1 was never constructed or opened, at a loss of approximately \$492,000; (ii) that the Lexington Store (in actuality Store No. 2 - - not Store No. 1 as represented), while open, was not operating profitably; (iii) that the Bryant Park Store was not completely constructed or opened, and Defendants and Sweetcatch had insufficient funds to complete construction; (iv) that Defendants and Sweetcatch had insufficient funds to complete construction of the Maiden Lane Store; (v) that locations for Store Nos. 5 and 6 had not been identified; and (vi) that Defendants and Sweetcatch had insufficient funds, without Han's investment, to operate any of the Sweetcatch stores, much less to continue to develop additional Sweetcatch stores as promised.

41. The true facts relating to the misrepresentations and omissions made by Kwak were

peculiarly within the knowledge of Defendants and Han had no access to any documents or information concerning such misrepresentations or omissions (other than the false and misleading statements provided to her by Defendants).

42. Prior to Han's Investment, the ownership, investment and distribution preferences of the members of Sweetcatch was as follows:

Investors	Capital Investment	Preferred Distribution Percentage	Percent Ownership Interest	Ownership Units
NC KKA LLC	\$375,000	31.2%	75.9%	375,000
Jennifer Chon	\$150,000	12.5%	4.0%	150,000
Jesung Ryu	\$150,000	12.5%	4.0%	150,000
Jimmy Lee	\$150,000	12.5%	4.0%	150,000
KCNY Inc.	\$150,000	12.5%	4.0%	150,000
Vivent Retail Mgmt LLC	\$75,000	6.3%	4.0%	75,000
Gary Chang	\$75,000	6.3%	2.0%	75,000
LAC Properties LLC	\$75,000	6.3%	2.0%	75,000
<b>Total</b>	<b>\$1,200,000</b>	<b>100%</b>	<b>100%</b>	<b>1,200,000</b>

43. Ultimately, on or about September 8, 2017, Han agreed to contribute \$1,000,000 to Defendants' Sweetcatch business, in exchange for which Han would be granted 20% equity of Sweetcatch's five stores and any additional Sweetcatch stores opened by Sweetcatch or the Defendants.

44. In connection with Han's proposed investment, Defendants delivered to Han a Confidential Private Placement Memorandum, dated August, 2017.

45. In connection with Han's investment, Defendants delivered to Han, and upon information and belief she executed, a Sweetcatch KKA Subscription Agreement ("Subscription Agreement"), an Amended Operating Agreement, and a Preferred Profit-Sharing-Distribution Agreement ("Preferred Distribution Agreement").

46. On September 8, 2017, Han tendered to Kwak a check payable to Sweetcatch KKA LLC in the amount of \$1,000,000 (the "Investment").

47. Han was not represented by counsel in connection with the Investment.

48. As a result of Han's Investment, the ownership, investment and distribution preferences of Sweetcatch were modified, through, *inter alia*, execution of the Subscription Agreement, Amended Operating Agreement and the Preferred Distribution Agreement, such that subsequent to and as a result of Han's Investment, the capital investment, ownership, distribution preference and voting rights of the members of Sweetcatch were as follows:

Investors	Capital Investment	Preferred Distribution Percentage	Percent Ownership Interest	Class A Units	Class B Units	Class A Voting Rights	Class B Voting Rights	Total Voting Rights	Percentage of Total Voting Power
NC KKA LLC	\$375,000	17.1%	60.9%	0	30,390	0	303,900	303,900	94.2%
Janet Han	\$1,000,000	45.5%	20.0%	10,000	0	10,000	0	10,000	3.1%
Jennifer Chon	\$150,000	6.8%	3.2%	1,500	0	1,500	0	1,500	0.5%
Jesung Ryu	\$150,000	6.8%	3.2%	1,500	0	1,500	0	1,500	0.5%
Jimmy Lee	\$150,000	6.8%	3.2%	1,500	0	1,500	0	1,500	0.5%
KCNY Inc.	\$150,000	6.8%	3.2%	1,500	0	1,500	0	1,500	0.5%
Vivent Retail Mgmt LLC	\$75,000	3.4%	3.2%	1,500	0	1,500	0	1,500	0.5%
Gary Chang	\$75,000	3.4%	1.6%	750	0	750	0	750	0.2%
LAC Properties LLC	\$75,000	3.4%	1.6%	750	0	750	0	750	0.2%
<b>Total</b>	<b>\$2,200,000</b>	<b>100%</b>	<b>100.1%</b>	<b>19,000</b>	<b>30,390</b>	<b>19,000</b>	<b>303,900</b>	<b>322,900</b>	<b>100.1%</b>

49. Upon information and belief, promptly after Sweetcatch's receipt of Han's Investment, Defendants caused Sweetcatch to repay loans and/or investments made to or in it by Defendants.

50. Upon information and belief, Sweetcatch used Han's Investment to operate the Lexington Store; to construct and operate the Bryant Park Store; and to construct the Maiden Lane Store (which has not yet opened).

51. Upon information and belief, Sweetcatch used most or all of Han's Investment to pay for expenses other than the development, leasing, construction and operation of the stores Defendants represented such investment would be used for.

52. Upon information and belief, Sweetcatch used all or part of Han's Investment for



purposes unrelated to Sweetcatch, but rather, to fund Defendants' completely independent and unrelated businesses (including those referred to in paragraph 13) and/or their personal financial needs.

53. By reason of their status as Members of NC KKA, the Managing Member of Sweetcatch, Kwak, Ko and Alling each owed and owe Sweetcatch a fiduciary duty and duty of loyalty to avoid self-dealing at its expense and to avoid diverting assets belonging to Sweetcatch.

54. Upon information and belief, the acts and omissions of the Defendants (or one or more of them) to the detriment of Sweetcatch include: (i) authorizing the use of Sweetcatch's funds for expenses unrelated to Sweetcatch's business; (ii) misrepresenting material facts about Sweetcatch's condition and transactions to Han and others; (iii) failing to maintain true and accurate books and records for Sweetcatch, NC KKA and their affiliated entities; and (iv) failing to maintain adequate records of construction-related expenses.

55. Defendants have concealed material information concerning the assets, liabilities and operation of Sweetcatch from Han and its other Members.

56. Defendants failed to operate Sweetcatch in a commercially reasonable and competent manner and failed to properly manage, supervise and control the persons and entities (including Sweetcatch members, officers, employees and representatives) that caused, in whole or in part, the waste of Sweetcatch's assets and otherwise caused Sweetcatch to operate unprofitably.

57. Upon information and belief, Defendants may have received and may continue to receive sums of money, the exact amount of which is presently unknown to the individual Plaintiff, and which monies are lawfully the property of Sweetcatch.

58. Han has not requested Sweetcatch or its Members to bring an action against Defendants to recover for the wrongs alleged herein because:

- a. Defendants, as Members of Managing Member NC KKA, participated in, approved of, and were the beneficiaries of the wrongful acts and conduct

alleged herein, and are Defendants named herein;

- b. Defendants, as Members of Managing Member NC KKA, have been fully aware of the wrongful acts and conduct herein alleged and have nevertheless failed to take action thereon;
- c. Defendants, as the beneficiaries of the wrongful acts and conduct alleged herein, have dominated and controlled Sweetcatch up to the commencement of the within actions; and
- d. Demand upon Defendants to bring an action against Defendants to adjust the wrongs alleged herein would have therefore been futile.

59. Han will adequately represent the interests of Sweetcatch and its Members in enforcing and prosecuting their rights.

60. The acts of Defendants were willful and malicious.

61. Han and Sweetcatch have no adequate remedy at law.

**FIRST CAUSE OF ACTION  
AGAINST DEFENDANT KWAK  
(Common Law Fraud)**

62. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 61, above, with the same force and effect as if fully set forth herein.

63. Kwak's misrepresentations to Han include, without limitation, the following false statements (i) that the Lexington Store was the first Sweetcatch store; was completely constructed, open, and operating profitably; and, was fully funded by the initial capital investment of \$1,200,000 by the Initial Outside Investors and NC KKA LLC; (ii) that The Bryant Park Store was the second Sweetcatch store; was leased; anticipated to be fully constructed, open and operating profitably within six (6) months; and, was fully funded by the initial capital investment of \$1,200,000 by the Initial Outside Investors and NC KKA LLC; (iii) that the Maiden Lane Store was leased; anticipated to be fully constructed, open and operating profitably within six (6) months; and, was fully funded by the initial capital investment of \$1,200,000 by the Initial Outside Investors and NC KKA LLC; (iv) that Han's proposed investment was to be used solely for the construction and development of the next two (2) Sweetcatch stores; (v) that Alling had used and was using his own construction firm to

construct the Stores, at a substantial discount and savings to Sweetcatch; and, (vi) that Han's total investment would be returned to her within three to three and a half years.

64. Kwak failed to disclose the following material facts in connection with Han's proposed investment in the Sweetcatch business: (i) that Store No. 1 was never constructed or opened, at a loss of approximately \$492,000; (ii) that the Lexington Store (in actuality Store No. 2 - - not Store No. 1 as represented), while open, was not operating profitably; (iii) that the Bryant Park Store was not completely constructed or opened, and Sweetcatch had insufficient funds to complete construction; (iv) that Sweetcatch had insufficient funds to complete construction of the Maiden Lane Store; (v) that locations for Store Nos. 5 and 6 had not been identified; and (vi) that without Han's investment, Sweetcatch had insufficient funds to operate any of the Sweetcatch stores, much less to continue to develop additional Sweetcatch stores as promised.

65. Han placed her trust and confidence in Kwak, as long-time friends, in connection with her Investment in Sweetcatch.

66. Han reasonably and justifiably relied upon Kwak's false representations in making her Investment in Sweetcatch.

67. Kwak made false representations to Han solely to cause her to make her Investment in Sweetcatch.

68. Kwak's material misrepresentations and omissions, detailed above, were false and known to be false by Kwak, made for the purpose of inducing Han to rely upon them to her detriment.

69. Han justifiably and reasonably relied upon Kwak's misrepresentations, causing Han to sustain injury and damages.

70. As a result of the foregoing, Han has sustained damages in an amount to be proven at trial, but in any event not less than the total \$1,000,000 Investment made by her in Sweetcatch.

**SECOND CAUSE OF ACTION  
AGAINST DEFENDANTS KWAK, KO, ALLING AND NC KKA LLC**

**(Derivative Claims of Waste, Misappropriation of Corporate Opportunity,  
Breach of Fiduciary Duty and Breach of Duty of Loyalty)**

71. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 61 above, with the same force and effect as if fully set forth herein.

72. At all relevant times, Defendants Kwak, Ko and Alling were members of NC KKA, which was the Managing Member of Sweetcatch.

73. At all relevant times, Defendants owed and owe Sweetcatch (and its members) a fiduciary duty to skillfully, loyally, faithfully, diligently, prudently, honestly and carefully administer the affairs of Sweetcatch; to keep honest, accurate and correct accounts of all affairs of Sweetcatch; to prevent its assets from being wasted, stolen and squandered; to make and publish true and accurate accounts and statements of affairs of Sweetcatch from time to time, as required by statute; and, to faithfully, loyally and diligently perform all of the duties and imposed upon them as members of Sweetcatch.

74. Upon information and belief, Defendants, individually and in their capacity as members of NC KKA, have appropriated or authorized the appropriation of corporate assets to their own use; used corporate property, resources and funds to their personal benefit and advantage or to the benefit and advantage of entities in which they have a personal or financial interest; misapplied and wasted corporate assets; and, have knowingly acted outside of the scope of their authority to the financial loss and detriment of Sweetcatch and its Members.

75. Upon information and belief, Defendants have converted Sweetcatch's funds for their own benefit and advantage or to the benefit and advantage of entities in which they have or had a personal or financial interest.

76. Upon information and belief, Defendants have used Sweetcatch's funds to pay their personal expenses, or the expenses of entities in which they have or had a personal or financial interest, unrelated to Sweetcatch.

77. In the alternative, Defendants, or one or more of them, have failed to exercise their responsibilities in such a manner so as to prevent the waste of assets belonging to Sweetcatch.

78. Defendants' conduct, as alleged herein, constitutes waste, misuse and misappropriation of Sweetcatch's assets; misappropriation of Sweetcatch's corporate opportunities; breach of their fiduciary duty to Sweetcatch and its members; and, breach of their duty of loyalty to Sweetcatch and its members.

79. As a result of Defendants' waste, misuse and misappropriation of Sweetcatch's corporate opportunities and assets, Sweetcatch has suffered damages in an amount to be proven at trial, but believed to be in excess of \$500,000.

**THIRD CAUSE OF ACTION AGAINST DEFENDANTS  
KWAK, KO, ALLING AND NC KKA LLC  
(Derivative Claim: Unjust Enrichment)**

80. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 – 61 above, with the same force and effect as if fully set forth herein.

81. By virtue of the conduct set forth above, Defendants have been improperly and unjustly enriched at Sweetcatch's expense.

82. Equity and good conscience require that Sweetcatch recover from Defendants the amount that Defendants have been unjustly enriched at its expense.

83. Sweetcatch has suffered damages in an amount to be proven at trial, but believed to be in excess of \$500,000.

84. As a result of the foregoing, Sweetcatch is entitled to the imposition of a constructive trust over the improperly diverted assets in the possession, custody or control of Defendants.

**FOURTH CAUSE OF ACTION AGAINST DEFENDANTS  
KWAK, KO, ALLING AND NC KKA LLC  
(Derivative Claim: Conversion)**

85. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs

1 – 61 above, with the same force and effect as if fully set forth herein.

86. By virtue of the conduct set forth above, Defendants have exercised dominion and control over Sweetcatch's property without authorization, which has interfered with and is in derogation of Sweetcatch's superior possessory rights.

87. As a result, Sweetcatch has suffered damages in an amount to be proven at trial, but believed to be in excess of \$500,000.

**FIFTH CAUSE OF ACTION AGAINST DEFENDANTS  
KWAK, KO, ALLING AND NC KKA LLC  
(Derivative Claim: Money Had and Received)**

88. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 – 61 above, with the same force and effect as if fully set forth herein.

89. By virtue of the conduct set forth above, Defendants have received money belonging to Sweetcatch and benefitted from that money.

90. Equity and good conscience will not permit Defendants to keep the money had and received.

91. As a result, Sweetcatch has suffered damages in an amount to be proven at trial, but believed to be in excess of \$500,000.

**SIXTH CAUSE OF ACTION AGAINST DEFENDANTS  
KWAK, KO, ALLING AND NC KKA LLC  
(Demand for Accounting)**

92. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 61 above, with the same force and effect as if fully set forth herein.

93. Plaintiff, individually and derivatively on behalf of Sweetcatch, hereby demands an accounting of Sweetcatch and NC KKA.

**WHEREFORE**, Plaintiff Janet Han, individually; as a Member of Sweetcatch, on behalf of herself and other members of Sweetcatch, demands judgment as follows:

- a. Awarding Plaintiff Han, on her individual claims, compensatory damages in an amount to be proven at trial, but believed to be in excess of \$1,000,000;
- b. Awarding Sweetcatch, on its derivative claims, compensatory damages in an amount to be proven at trial, but believed to be in excess of \$500,000;
- c. Compelling Defendants to account to plaintiffs for all profits and monies received by them as hereinabove alleged and that Defendants pay over to Sweetcatch all profits and monies found due on such accounting, together with interest thereon, attorneys' fees and punitive damages in an amount to be determined by the Court;
- d. Imposing a constructive trust for the benefit of Sweetcatch and Han over all improperly diverted assets in the possession, custody or control of Defendants; and
- e. Awarding such other and further relief as plaintiff may be entitled, including interest, reasonable attorneys' fees, costs and disbursements and such other and further relief as the Court may deem just and equitable.

Dated: Hillsdale, New York  
February 15, 2019



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Philip A. Wellner, Esq.  
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Hillsdale, NY 12529-0129

*Attorneys for Plaintiff Janet Han,  
Individually, and as a Member of  
Sweetcatch KKA LLC*

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

JANET HAN,  
Individually, and as a Member of  
SWEETCATCH KKA LLC, suing in the right of  
SWEETCATCH KKA LLC,

Plaintiff,

-against-

ROBERT KWAK; JOSEPH KO; ANTHONY  
PANTANO, as Executor of the Estate of SCOTT  
ALLING; and NC KKA LLC,

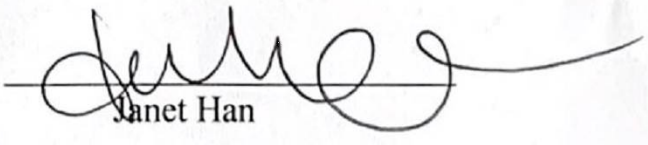
Defendants.

VERIFICATION

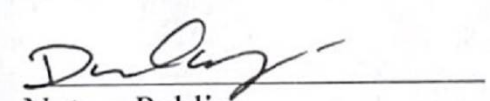
Index No. 654281/2018

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

I, Janet Han, being duly sworn, depose and say: I am the individual Plaintiff and an Member of Plaintiff Sweetcatch KKA LLC in the within action; I have read the foregoing Amended Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, I believe it to be true. This verification is made by me because I am a Plaintiff and I am a Member of the entity Plaintiff.

  
Janet Han

Sworn to before me this  
19th day of February, 2019

  
Notary Public  
Daniel Winegar

