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9 DAVID CHOI

FILED
Superior Court of California
County of Los Angeles

AUG 28 2017

Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
13

14 KEN YIM, JANE CHOI, MICHAEL YIM,
JOHN PAK, JAMES KIM, JOHN SUH, SEO
15 JUNG-KWON, NATASHA REID, ARDEN
CHO, and DAVID CHOI

16 Plaintiffs,

17 v.

18 LONDON TRUST MEDIA,
19 INCORPORATED and ANDREW LEE, an
individual

20 Defendants.
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CASE NO. BC596372

SECOND AMENDED COMPLAINT FOR:

- (1) Breach of Contract;
- (2) Breach of the Implied Covenant of Good Faith and Fair Dealing;
- (3) Fraud;
- (4) Negligent Misrepresentation;
- (5) Statutory Fraud – Labor Code §§ 970, 972; and
- (6) Declaratory Relief

DEMAND FOR JURY TRIAL

Assigned for All Purposes to:
Hon. Maureen Duffy-Lewis, Dept. 38

Action Filed: October 7, 2016
Trial Date: None Set

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Ken Yim, Jane Choi, Michael Yim, John Pak, James Kim, John Suh, Seo Jung-Kwon, Natasha Reid, Arden Cho, and David Choi (collectively, "Plaintiffs"), by and through their undersigned attorneys, allege as follows:

INTRODUCTION

1. Defendant Andrew Lee ("Lee") is the owner of Defendant London Trust Media, Inc. ("LTM"). LTM offers subscribers virtual private network services through its subsidiary Private Internet Access, Inc. ("PIA"). PIA's services allow subscribers to send and receive data online in a manner that preserves their privacy and guarantees their security.

2. In or around 2014, Lee decided he wanted to expand and grow LTM. To that end, Lee caused LTM to hire Sung Park ("Park") as its CEO. Park was the then-president of Feel GHood Music, a successful music label operating in the United States and Korea. Lee hoped to utilize Park's connections in the entertainment field to market LTM/PIA and grow its customer base, particularly in the Korean and Korean-American communities.

3. Park, as CEO of LTM, set out to recruit a team of employees to work at LTM and grow its business. In addition, Park sought out celebrities and social media "influencers" that LTM could work with to market and promote PIA.

4. In order to entice these people to work with LTM, Lee authorized Park to offer them equity in the company. With Lee's authorization, Park, as CEO of LTM, offered Plaintiffs Ken Yim, Jane Choi, Michael Yim, John Pak, and James Kim equity interests in LTM to leave their prior jobs and forego competing opportunities and come work for LTM. Park also offered Plaintiff John Suh an equity interest in LTM to act as LTM's business advisor. Finally, Park offered Plaintiffs Seo Jung-Kwon, Natasha Reid, Arden Cho, and David Choi equity interests in LTM to market and promote PIA through their celebrity as social media "influencers." No conditions were attached to the equity interests, and there was no vesting period stated by Lee or Park. Plaintiffs agreed to work for the company—by doing so, they accepted and acquired the equity.

5. Lee and Park repeatedly confirmed Plaintiffs' equity interests in LTM, both orally and in writing. For example, Lee and Park held a meeting in February 2015 during which they

1 confirmed Plaintiffs' equity in LTM and said everyone was going to share in the proceeds from
2 the sale of LTM. Indeed, Lee and Park told Plaintiffs that they should work harder in preparing
3 LTM for sale because it would mean more money in their pockets because of the equity they held
4 in the company. In addition, Lee prepared multiple cap tables identifying Plaintiffs' equity in
5 LTM. These cap tables were circulated by Lee to LTM personnel.

6 6. Plaintiffs worked tirelessly for LTM. LTM and PIA flourished as a result. PIA's
7 subscribers quintupled in just seven months. Operating costs were cut by millions of dollars.
8 LTM's profit margins grew as monthly revenue increased dramatically.

9 7. LTM's value skyrocketed. Prior to Park and Plaintiffs joining LTM, Lee had
10 received offers to sell PIA for \$10 to \$15 million. Afterward, and when LTM was preparing to
11 market PIA for sale, Lee and Park met with investment bankers who valued the company between
12 \$150 and \$250 million. Plaintiffs' equity interests in the company also skyrocketed.

13 8. During this time, however, Plaintiffs became concerned with Lee's mental
14 wellbeing and his ability to lead LTM and PIA. Plaintiffs noticed that Lee was a habitual user of
15 marijuana and cocaine, and would frequently abuse drugs in the office in front of his employees.
16 Lee often combined his drug use with alcohol and would act erratically.

17 9. Lee also created a hostile work environment at LTM. For example, he told LTM
18 employees that he wanted to hire a female candidate simply because he wanted to have sex with
19 her. Similarly, Lee expressed his desire to set up a "modeling agency" in the Hollywood Hills that
20 would actually be a front for illegal prostitution (i.e., the "models" would be paid escorts). To that
21 end, Lee circulated a memo to male LTM executives advising them to make sure and wear
22 condoms when having sex with the "models." Lee went so far as to state that he planned to move
23 LTM's offices to the Hollywood Hills mansion once the "modeling agency" was set up.

24 10. Worse yet, despite having a wife and infant son at home, Lee spent all of his time
25 with his mistress, who he met through an escort service, and to whom he made payments funneled
26 through a defunct karaoke operation.. Lee would bring her to LTM events and demand that
27 meetings be scheduled around his schedule with her. On one occasion, Lee brought his mistress to
28 a company event and introduced her to Plaintiff Jane Choi. After the event, and fearful that Ms.

1 Choi would tell his wife, Lee began messaging her incessantly and demanded that she not say
2 anything. When Ms. Choi did not respond to his messages, Lee demanded that Park fire her.

3 11. On another occasion, Lee demanded that Park and Plaintiffs Ken Yim and Sung
4 Park conduct a meeting at a karaoke bar because it was his mistress's birthday. Because the
5 meeting was taking longer than expected, Lee's mistress got upset, started an argument with him,
6 and punched him in the face, causing one of his teeth to fall out. She left but later came back and
7 started another altercation with Lee.

8 12. All of this was occurring while Plaintiffs and the rest of the LTM executives and
9 employees were preparing PIA to be sold to investors. Lee's erratic behavior worsened as the
10 company's success grew. His conduct made Plaintiffs uncomfortable and fearful for the
11 company's continued viability. Lee's drug use and constant hard partying risked the value of
12 LTM and any potential sale.

13 13. Plaintiffs nevertheless continued working for LTM because they trusted in Park as
14 its CEO. He was a stabilizing influence over Lee and was able to keep him in check while
15 continuing to advance the interests of LTM.

16 14. In March 2015, however, Lee caused LTM to fire Park without any notice. Lee
17 then caused an email to be sent to LTM employees falsely stating that Lee and Park had amicably
18 decided to part ways and that Park would be staying on as an advisor. Neither of these statements
19 were true.

20 15. Lee then approached Plaintiffs Ken Yim, Jane Choi, Michael Yim, and John Pak
21 and asked them to remain with LTM, offering increased salaries and certain other benefits,
22 including housing, a company car, and increased equity in the company. Plaintiffs rejected Lee's
23 offers and resigned. They had learned that Park was fired, that the relationship had not ended
24 amicably, and that Lee had lied about Park staying on as an advisor to LTM. Furthermore, faced
25 with the reality of Lee running the company, without Park's oversight, and perpetuating the hostile
26 work environment that Lee had created, Plaintiffs determined that it was not in their best interests
27 to stay at LTM.

28 16. Lee and his out-of-control conduct and management style—which is similar to, and

1 indicative of, the start-up culture that has been in the news recently (i.e., Uber)—made it
2 intolerable for Plaintiffs to remain in the company. They could no longer tolerate the drug culture,
3 decadence, lack of professionalism and sexual harassment and chose to leave.

4 17. After resigning, Plaintiffs Ken Yim, Jane Choi, Michael Yim, and John Pak were
5 advised for the first time that LTM would not recognize the equity interests they were promised by
6 Lee and Park. Counsel for LTM stated that their equity was conditioned on continued
7 employment with LTM and meeting unspecified milestones, and was now forfeited. This was
8 completely made up. Lee never said that Plaintiffs' equity in the company was subject to any
9 conditions. Park never said there were any conditions. No one at LTM ever told Plaintiffs that
10 their equity in the company was subject to any conditions or vesting.

11 18. Thereafter, in August 2016, the other Plaintiffs—John Suh, James Kim, Seo Jung-
12 Kwon, Natasha Reid, Arden Cho, and David Choi—discovered that LTM would not honor their
13 equity interests in the company for the same reasons.

14 19. Plaintiffs bring this action to obtain what they were promised—their equity in
15 LTM.

16 JURISDICTION AND VENUE

17 20. This Court has jurisdiction to hear the subject matter of this Complaint pursuant to
18 the California Constitution, Article VI, section 10, and California Code of Civil Procedure section
19 1060, by virtue of the fact that this is a civil action for declaratory relief, and because jurisdiction
20 over this case is not given by statute to other trial courts.

21 21. Venue is proper in this judicial district pursuant to California Code of Civil
22 Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business, have an
23 agent, or are found in the County of Los Angeles and are within the jurisdiction of this Court for
24 purposes of service of process. The unlawful acts alleged herein had a direct effect on and were
25 committed within the County of Los Angeles, State of California. Plaintiffs were employed at
26 1010 Wilshire Boulevard, Los Angeles, California 90017.

27 PARTIES

28 22. Defendant LTM is a C corporation incorporated in the State of Indiana and doing

1 business internationally, including within Los Angeles County, California. LTM provides Internet
2 privacy and security to its customers.

3 23. Defendant Lee is an individual who, during relevant times of this Complaint, was
4 the co-owner of LTM in the County of Los Angeles, State of California.

5 24. Plaintiff Ken Yim ("Ken") is an individual who, during relevant times of this
6 Complaint, was employed by LTM in the County of Los Angeles, State of California.

7 25. Plaintiff Jane Choi ("Jane") is an individual who, during relevant times of this
8 Complaint, was employed by LTM in the County of Los Angeles, State of California.

9 26. Plaintiff Michael Yim ("Michael") is an individual who, during relevant times of
10 this Complaint, was employed by LTM in the County of Los Angeles, State of California.

11 27. Plaintiff John Pak ("John") is an individual who, during relevant times of this
12 Complaint, was employed by LTM in the County of Los Angeles, State of California.

13 28. Plaintiff James Kim ("James") is an individual who, during relevant times of this
14 Complaint, was employed by LTM in the County of Los Angeles, State of California.

15 29. Plaintiff John Suh ("Suh") is an individual who, during relevant times of this
16 Complaint, was contracted to provide services to LTM in the County of Los Angeles, State of
17 California.

18 30. Plaintiff Seo Jung-Kwon, known by his professional name Tiger JK ("Tiger JK"),
19 is an individual who, during relevant times of this Complaint, was contracted to provide services
20 to LTM in the County of Los Angeles, State of California.

21 31. Plaintiff Natasha Reid ("Natasha") is an individual who, during relevant times of
22 this Complaint, was contracted to provide services to LTM in the County of Los Angeles, State of
23 California.

24 32. Plaintiff Arden Cho ("Arden") is an individual who, during relevant times of this
25 Complaint, was contracted to provide services to LTM in the County of Los Angeles, State of
26 California.

27 33. Plaintiff David Choi ("David") is an individual who, during relevant times of this
28 Complaint, was contracted to provide services to LTM in the County of Los Angeles, State of

1 California.

2 34. The true names and/or capacities, whether individual, corporate, associate or
3 otherwise, of defendants Does 1 to 20 inclusive, are unknown to Plaintiffs at this time, who
4 therefore sue said defendants by such fictitious names. When the true names and capacities of
5 said defendants have been ascertained, Plaintiffs will amend this Complaint accordingly.
6 Plaintiffs are informed and believe and thereupon allege that each defendant designated herein as a
7 Doe is responsible, negligently, intentionally, contractually, or in some other actionable manner,
8 for the events and happenings hereinafter referred to, and caused injuries and damages
9 proximately thereby to Plaintiffs as is hereinafter alleged, either through said defendants' own
10 wrongful conduct or through the conduct of their agents, servants, employees, representatives,
11 officers or attorneys, or in some other manner.

12 35. Plaintiffs are informed and believe, and on that basis allege, that except as
13 otherwise alleged herein, each of the Defendants is, and at all times relevant to this Complaint
14 were, the employees, agents, employers, partners, joint venturers, alter egos, affiliates, and/or co-
15 conspirators of the other Defendants and, in doing the acts alleged herein, were acting within the
16 course and scope of such positions at the direction of, and/or with the permission, knowledge,
17 consent, and/or ratification of the other Defendants. In the alternative, Plaintiffs are informed and
18 believe and based thereon allege that each Defendant, through its acts and omissions, is
19 responsible for the wrongdoing alleged herein and for the damages suffered by Plaintiffs.

20 36. There is such a unity of interest and ownership between Lee and LTM that the
21 individuality of LTM or its separateness from Lee has ceased, because, on information and belief
22 (i) there has been a commingling of funds and other assets between Lee and LTM; (ii) there has
23 been an unauthorized diversion of corporate funds or assets from LTM to Lee for purposes other
24 than corporate uses; (iii) Lee treats the assets of LTM as his own; (iv) Lee has held out that he is
25 personally liable for the debts of LTM; (v) LTM has failed to maintain minutes or adequate
26 corporate records; (vi) LTM and Lee use the same attorney; (vii) Lee utilizes LTM as a mere shell,
27 instrumentality or conduit for his personal business; (viii) Lee has taken steps to conceal the
28 relationship between his personal business activities and LTM; and (ix) Lee uses LTM to procure

1 labor, services, and merchandise for himself. As such, LTM is Lee's alter ego.

2 **GENERAL ALLEGATIONS**

3 37. LTM is an Internet start-up company that was founded in April of 2009 by Lee and
4 Steve Deprospero, the majority shareholders of LTM. Among other things, LTM operates PIA,
5 which provides virtual private network services to subscribers on the Internet. LTM also
6 publishes KoreAm, a magazine and website catering to the Korean-American community that
7 LTM used to advertise PIA and publicize Internet privacy issues.

8 38. Lee knew he would have to recruit talented and ambitious individuals in order to
9 grow the company and take it to the next level. To that end, he targeted Park to run the business
10 as its CEO, hoping to make use of both his business expertise and his connections in the
11 entertainment business and Korean community.

12 39. Park agreed to become LTM's CEO and in mid-2014 began recruiting a team to
13 join LTM, including employees and public figures that would work to promote the company (*i.e.*,
14 celebrities and social media "influencers"). Lee authorized Park to offer these people equity in
15 LTM as an incentive for joining the company. Park consulted with Lee prior to offering an equity
16 interest to a potential employee or celebrity endorser, and Lee approved each offer that Park made.

17 **LTM Promises Plaintiffs Equity In The Company**

18 **Ken Yim**

19 40. Prior to his involvement with LTM, Ken worked alongside Park as a consultant at
20 Feel GHood Music. At Feel GHood, Ken was responsible for expanding the company into the
21 global market. He handled all booking and interview inquiries stemming from areas outside
22 Korea. He made deals concerning the use of Feel GHood musical IP in television and movies. He
23 arranged the appearances of Feel GHood artists in global media. He operated as the manager for
24 Feel GHood artists in their travels and endeavors outside of Korea. He served as overseer for all
25 concerts put on by Feel GHood musicians outside of Korea.

26 41. Park approached Ken and requested that he come with Park to LTM as LTM's
27 "Director of Operations." Park, as CEO of LTM, offered Ken an annual salary of \$84,000 and 1%
28 equity interest in LTM. Ken was reluctant to leave Feel GHood Music, but agreed to join LTM

1 because of the promised equity in the company. Park did not tell Ken that the equity had any
2 conditions—not that it was conditioned on his continued employment with LTM, that there was a
3 vesting period, or that milestones needed to be reached before it became effective. Ken
4 understood the equity to be fully-vested upon his acceptance of employment with LTM.

5 42. Though scheduled to begin with LTM on August 1, 2014, Ken began to work with
6 LTM in mid-July, unpaid, in order to familiarize himself with the company.

7 43. Within Ken's first month of employment, Ken was able to reduce operating costs
8 by approximately \$780,000. Specifically, LTM is a server-driven business and the majority of the
9 overhead costs were server costs. Ken contacted over a dozen data centers and negotiated with
10 them to lower their fees. By approximately February 2015, Ken was able to reduce operating
11 costs by approximately \$1.2 million annually.

12 44. Ken also entirely revamped LTM's customer care center, which went from being
13 slow and unhelpful to an efficient and well-managed operation.

14 45. Ken's responsibilities also included interior design, marketing, sales, business
15 development, invoicing, human resources, payroll, and other duties related to the day-to-day
16 operations of LTM.

17 46. During his employment, Ken worked seven days per week. On weekdays, Ken
18 often worked twelve- to fifteen-hour days. Ken would also work on weekends. Further, because
19 LTM's customer service department operates 24 hours a day, seven days per week—and LTM's
20 data centers operate under different time zones around the world—that meant that Ken likewise
21 had to be available around the clock.

22 47. In January 2015, Ken, Lee, and other LTM personnel traveled to Las Vegas to
23 attend CES, a global consumer electronic and technology trade show, on behalf of the company.
24 In a late night meeting, Lee acknowledged the work Ken was doing for the company and offered
25 him the position of president of LTM, along with an accompanying pay raise and increase in
26 equity. Ken turned down the promotion, but did agree to an alternate promotion, to Vice President
27 of PIA, in exchange for an increase in salary to \$120,000, and an increase in his LTM equity
28 interest from 1% to 2.5%. Ken would not have agreed to take on the bigger role at LTM were it

1 not for the increase in equity offered by Lee. Lee did not tell Ken that the equity had any
2 conditions—not that it was conditioned on Ken’s continued employment with LTM, that there was
3 a vesting period, or that milestones needed to be reached before it became effective. Ken
4 understood the equity to be fully-vested when Lee increased his interest from 1% to 2.5%.

5 **Jane Choi**

6 48. Prior to working at LTM, Jane worked for 10 Advertising, an advertising agency in
7 Los Angeles. Before that, she handled marketing for S.M. Entertainment, which is one of the
8 largest entertainment companies in South Korea and operates as a record label, talent agency,
9 music production company, event management and concert production company, and music
10 publishing house.

11 49. In approximately September 2014, Park recruited Jane to work at LTM as “Director
12 of Marketing and PR” at a salary of \$60,000 per year. Jane was hesitant to accept the position, as
13 she had just started her job at 10 Advertising and was happy with the success she was having
14 there.

15 50. As an incentive to work for LTM, Park, as CEO of LTM, offered Jane a 0.5%
16 equity interest in LTM. Jane accepted and began to work for LTM in October 2014. Jane would
17 not have left her job at 10 Advertising were it not for the equity interest in LTM. Park did not tell
18 Jane that the equity had any conditions—not that it was conditioned on her continued employment
19 with LTM, that there was a vesting period, or that milestones needed to be reached before it
20 became effective. Jane understood the equity to be fully-vested upon her acceptance of
21 employment with LTM.

22 51. Jane’s initial job duties focused on KoreAm, where her duties included marketing,
23 implementing public relations campaigns, calling media outlets, researching media coverage,
24 planning for large events, and other tasks as requested by Lee.

25 52. Jane devoted a good deal of her time to KoreAm’s annual Unforgettable Gala in
26 December 2014, a night of awards and entertainment aimed at the Asian American community.
27 Jane spent countless hours securing sponsorships, coordinating PR, and making sure everything
28 was in place before the event. The Unforgettable Gala served as a branding platform for LTM.

1 The company used the event to promote PIA and increase visibility for the company.

2 53. In early 2015, like most other LTM employees, Jane's job responsibilities changed
3 as the focus at LTM shifted to PIA and increasing its value prior to the contemplated sale to
4 investors. Jane regularly work ten hours per day during this period, including on weekends.

5 54. During her employment, Jane was witness to Lee's various indiscretions, including
6 those with his mistress. Lee frequently brought his mistress to company events, including one
7 where Jane introduced herself to her, believing that she was Lee's wife. After the event, Lee
8 messaged Jane incessantly and demanded that she not tell his wife about his mistress. These
9 messages made Jane feel tremendously uncomfortable, and she did not respond. She also feared
10 for her job security.

11 55. Having not heard back from Jane and fearful that she would "tell," Lee demanded
12 that Park terminate Jane in early 2015, claiming that she did not sufficiently "respect" him. Park
13 refused, as Jane was a valuable employee.

14 56. Lee's conduct caused Jane to feel extremely uncomfortable in her work
15 environment. She nevertheless stayed at LTM because she believed in the company and the value
16 of her equity interest.

17 **Michael Yim**

18 57. Prior to joining LTM, Michael owned and operated several companies, including a
19 sewing company based in Gardena, California. He was responsible for the day-to-day operations
20 of the company, which assembled denim materials for designer jeans. He also has extensive
21 experience in sales, having worked as a sales rep for multiple large companies, such as Lexis
22 Nexis.

23 58. In October 2014, Park recruited Michael to work at LTM as "Vice President of
24 Sales and Marketing" at a salary of \$48,000 per year. Michael's responsibilities included selling
25 advertisements for KoreAm.

26 59. As an incentive to take the job, Park promised Michael that he would "take care of
27 him." Michael understood this to mean that LTM would provide him with additional
28 compensation, either in the form of a bonus or equity interest in the company. Michael would not

1 have taken the job with LTM absent Park's assurance of additional compensation.

2 60. In early 2015, Michael's job duties were shifted to focus exclusively on PIA to
3 increase its value prior to a potential sale. Michael's responsibilities at LTM now included
4 business development and human resources. Michael's workload increased dramatically, along
5 with everyone else at LTM, and he would frequently work more than eight hours a day.

6 61. In February 2015, Park advised Michael that LTM decided to give him a 0.25%
7 equity interest in the company. Park did not tell Michael that the equity had any conditions—not
8 that it was conditioned on his continued employment with LTM, that there was a vesting period,
9 or that milestones needed to be reached before it became effective. Michael understood the equity
10 to be fully-vested when Park told him of LTM's decision.

11 **John Pak**

12 62. Prior to joining LTM, John had spent most of his career working in the hospitality
13 industry. He had been a manager at the high-end restaurant Takami Sushi, and again at BOA
14 Steakhouse. Most recently, he had run a restaurant in Taiwan.

15 63. When Park came to recruit him in January 2015, John had moved to San Jose,
16 California only two months earlier and was preparing to take a position in the tech industry. He
17 was reluctant to accept a position with LTM, as he did not want to relocate again.

18 64. John nevertheless accepted a position as LTM's "Chief of Staff" with an annual
19 salary of \$80,000, after Park, as CEO of LTM, offered him a 0.1% equity interest in LTM. John
20 would not have taken the job were it not for the equity interest. Park did not tell John that the
21 equity had any conditions—not that it was conditioned on his continued employment with LTM,
22 that there was a vesting period, or that milestones needed to be reached before it became effective.
23 John understood the equity to be fully-vested upon his acceptance of employment with LTM.

24 65. Given his experience in the hospitality industry, John was assigned to take over
25 PIA's customer service department. John's duties also included assisting Park as LTM's CEO and
26 communicating with LTM executives and staff about LTM's businesses.

27 66. In early 2015, like most other LTM employees, John's job responsibilities were
28 changed to focus exclusively on PIA to increase its value prior to a potential sale. John worked

1 fifteen or more hours on weekdays and would work every weekend. The long hours put a strain
2 on John's marriage and his relationship with his children.

3 **James Kim**

4 67. Prior to working for LTM, James provided security services for over twenty years.
5 He was well-known in the security community, and had provided his services for clubs,
6 celebrities, concerts, movie premieres, and other large-scale events. Through his work, he has
7 built close personal relationships with the long list of celebrities and entertainers for whom he has
8 provided security services.

9 68. In July 2014, Park recruited James to work as LTM's Head of Security for an
10 annual salary of \$36,000. James was reluctant to leave his other endeavors behind to work full-
11 time at LTM. In order to persuade him to come aboard, Park, as CEO of LTM, offered James a
12 0.5% equity interest in LTM. James accepted. James would not have taken the job were it not for
13 the equity interest. Park did not tell James that the equity had any conditions—not that it was
14 conditioned on his continued employment with LTM, that there was a vesting period, or that
15 milestones needed to be reached before it became effective. Park understood the equity to be
16 fully-vested upon his acceptance of employment with LTM.

17 69. James provided security services for the company as a whole, and for Lee on an
18 individual basis. James's role was to protect Lee from himself, and thus prevent him from
19 jeopardizing the company. James was forced to accompany Lee on his drinking and partying
20 escapades, which took place virtually every night.

21 70. James was also able to provide LTM with the benefit of his relationships with
22 entertainment figures. James put the company in contact with a number of celebrities, with whom
23 the company developed plans to promote and publicize PIA. For example, James's relationship
24 secured the appearances of A-list Korean actors Won Bin and Lee Na-young at KoreAm's 2015
25 Unforgettable Gala. The two would not have attended were it not for James's invitation.

26 **John Suh**

27 71. Suh is the CEO of Legal Zoom. He is a respected and successful Internet
28 entrepreneur with decades of experience. He is also a member of numerous Boards of Directors,

1 and is active in the Korean American community.

2 72. Park approached Suh in September 2014 and requested that he serve as the
3 Executive Advisor for LTM. In particular, Park wanted Suh to advise LTM in connection with its
4 efforts to meet with investment bankers and prepare the company for sale. Park, as CEO of LTM,
5 offered Suh a 0.25% equity interest in LTM in exchange for his services. Suh accepted. Neither
6 Park, nor Lee, nor anyone else at LTM, informed Suh of any conditions or vesting period attached
7 to the equity interest.

8 73. During his association with LTM, Suh met regularly with LTM executives, met
9 with investment bankers in person on behalf of LTM, and advised LTM as to business strategy.
10 Suh has extensive experience with mergers and acquisitions, and so was able to assist LTM in
11 preparing its financials and other measures in anticipation of its own acquisition.

12 74. Suh met with LTM executives at least once a week during his period of association
13 with the company, and did so even more frequently as the company was preparing in earnest to be
14 sold in January to March 2015.

15 75. In February 2015, Lee asked Suh to take a more hands-on role in finalizing the sale
16 of PIA. In return, Lee offered to increase Suh's equity interest in LTM from 0.25% to 1%. Suh
17 accepted, despite an extremely busy schedule that made it difficult to take on additional tasks. Suh
18 would not have agreed to take on the bigger role at LTM were it not for the increase in equity
19 offered by Lee. Lee did not tell Suh that the equity had any conditions—not that it was
20 conditioned on his continued employment with LTM, that there was a vesting period, or that
21 milestones needed to be reached before it became effective. Suh understood the equity to be fully-
22 vested when Lee increased his interest from 0.25% to 1%.

23 **Tiger JK & Natasha Reid**

24 76. Tiger JK is a pioneering Korean hip-hop artist and a revolutionary figure in the
25 Korean music community. He was the founder of the Korean hip-hop group Drunken Tiger,
26 which is widely credited with introducing hip hop to Korea. He has over 100,000 followers on
27 Instagram, over 495,000 followers on Twitter, and has sold millions of records. The *Los Angeles*
28 *Times* referred to him in 2011 as "perhaps the most popular Korean rapper in America, Asia and

1 the world.”

2 77. Natasha is considered to be one of the best female rappers in Korea. She boasts a
3 substantial social media following, with over 50,000 followers on Instagram and almost 800,000
4 followers on Twitter. She is also married to Tiger JK. The two founded Feel GHood Music, an
5 independent music label, in 2013. They have led worldwide efforts to promote the awareness and
6 prevention of child abuse.

7 78. Lee wanted LTM to contract with entertainment and social media “influencers” in
8 order to draw attention to and promote PIA. In addition, Lee wanted to establish an entertainment
9 division within LTM and believed it was a good fit to promote the company’s overall business
10 model. In particular, Lee wanted to make inroads among the Korean American community. Tiger
11 JK and Natasha were the first public figures that the company approached.

12 79. In approximately July 2014, Park, as CEO of LTM, offered Tiger JK and Natasha
13 each a 1% equity interest in LTM in exchange for their promotion of LTM’s privacy services on
14 social media and in public appearances. They both accepted, despite extremely busy schedules
15 that made it difficult for them to accept additional commitments. They would not have agreed to
16 perform these services for LTM were it not for the equity interests. Lee did not tell Tiger JK or
17 Tasha that the equity had any conditions—not that it was conditioned on their continued
18 employment with LTM, that there was a vesting period, or that milestones needed to be reached
19 before it became effective. They understood the equity to be fully-vested when they agreed to
20 work with LTM to promote the company.

21 80. In December 2014, Natasha and Tiger JK performed at KoreAm’s Unforgettable
22 Gala in Los Angeles for no payment. Natasha and Tiger JK typically make from \$150,000 to
23 \$200,000 per performance. In performing at the gala, they also passed up the opportunity to make
24 hundreds of thousands of dollars performing concerts in Korea, where December is considered one
25 of the busy seasons for concert performances. Their participation helped to make the gala far
26 more successful than in prior years, attracting a great deal more publicity and sponsors, as well as
27 a much higher profile in the entertainment industry.

28 81. Natasha and Tiger JK developed plans with LTM to promote PIA and discuss the

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1 importance of Internet privacy on social media, in their public appearances and performances, and
2 on television. The two would appear in print and television advertisements, make videos
3 emphasizing the importance of Internet privacy, and publicize PIA among their substantial fan
4 bases. Natasha and Tiger JK would also leverage their own contacts in the entertainment industry
5 to bring additional celebrities and entertainers under the LTM banner.

6 **Arden Cho & David Choi**

7 82. Arden is a well-known musical artist, actress, and model with a large social media
8 following. She had a starring role in MTV's *Teen Wolf*, and has appeared in multiple feature films
9 and television shows. She has been featured in multiple large-scale advertising campaigns for
10 brands such as Clinique, Nike, and Apple. Her YouTube channel, largely featuring her own
11 musical performances, has almost 500,000 subscribers. She has over two million followers on
12 Instagram.

13 83. In approximately July 2014, Park, as CEO of LTM, offered Arden a 0.5% equity
14 interest in LTM in exchange for her promotion of LTM's privacy services on social media and
15 public appearances. Arden accepted, despite an extremely busy schedule that made it difficult for
16 her to take on additional commitments. She would not have agreed to perform these services for
17 LTM were it not for the equity interest. Park did not tell Arden that the equity had any
18 conditions—not that it was conditioned on her continued employment with LTM, that there was a
19 vesting period, or that milestones needed to be reached before it became effective. Arden
20 understood the equity to be fully-vested when she agreed to work with LTM to promote the
21 company.

22 84. David is a well-known musical artist and video producer with a large social media
23 following. His songs have been featured in commercials, television shows, and feature films. His
24 YouTube channel has almost one million subscribers.

25 85. In approximately November 2014, Park, as CEO of LTM, offered David a 0.25%
26 equity interest in LTM in exchange for his promotion of LTM's privacy services on social media
27 and public appearances. David accepted, despite an extremely busy schedule that made it difficult
28 for him to take on additional commitments. He would not have agreed to perform these services

1 for LTM were it not for the equity interest. Park did not tell David that the equity had any
2 conditions—not that it was conditioned on his continued employment with LTM, that there was a
3 vesting period, or that milestones needed to be reached before it became effective. David
4 understood the equity to be fully-vested when he agreed to work with LTM to promote the
5 company.

6 86. Both Arden and David performed at KoreAm's Unforgettable Gala in December
7 2014 for no payment. Their participation helped to make the gala a success.

8 87. In addition, Arden and David developed plans with LTM to promote PIA and
9 discuss the importance of Internet privacy on social media, in public appearances and
10 performances, and on television.

11 88. In late February 2015, Arden and David made a video for LTM that emphasized the
12 importance of Internet privacy and promoted the value of PIA's privacy services. LTM intended
13 to use the video to reach out to potential millennial customers. LTM never released the video.

14 **Plaintiffs' Equity In LTM Reflected In Cap Tables**

15 89. Lee prepared several cap tables listing the people that held an equity interest in
16 LTM and specifying the equity held by each person. Lee prepared these cap tables by himself and
17 revised them to reflect when additional equity holders were added to the company.

18 90. Plaintiffs' names appear on the cap tables prepared by Lee and reflect the equity
19 they were promised by Lee and Park.

20 91. Lee distributed the cap tables to LTM personnel.

21 **LTM Flourishes**

22 92. In late 2014 and early 2015, Park, Lee, Ken, and Suh, along with LTM's current
23 CEO Ted Kim and PIA's previous Vice President Jonathan Roudier, began to meet regularly with
24 investment bankers in anticipation of a possible sale of PIA. They wanted to make PIA as
25 successful as possible in order to make the sale more profitable. Accordingly, Park and Lee
26 directed all LTM employees to devote all of their time to PIA.

27 93. LTM moved virtually all of its personnel, including Plaintiffs, to work at a central
28 location at 1010 Wilshire Boulevard in Los Angeles. LTM personnel were expected to work at a

1 feverish pace in order to make PIA successful.

2 94. The strategy worked. As of August 1, 2014, when Plaintiffs first began working
3 with LTM, PIA had only 99,000 subscribers, and Lee had received offers to sell the company at
4 \$10 to \$15 million. By March 1, 2015, PIA had 490,000 subscribers, and investment bankers
5 valued the company at more than \$150 million. In just seven months, Plaintiffs had quintupled
6 PIA's subscribers, and increased its value by ten times.

7 95. Due to the company's success, Park and Lee expected that a sale of LTM would be
8 imminent. As a result, equity interests in LTM were more valuable than ever.

9 96. Lee regularly and publically referred to how valuable the equity interests in LTM
10 were becoming. He bragged about boats, houses, and other commodities that he would buy with
11 the proceeds from his equity interest once the sale of PIA was complete. In turn, he frequently
12 asked Plaintiffs what they intended to buy with the proceeds from their own interests.

13 **The February 2015 Meeting**

14 97. In approximately February 2015, Lee and Park held a meeting attended by key
15 LTM personnel—including Jane, Ken, Michael, James, Suh, John, and David (the "February 2015
16 Meeting"). The purpose of the meeting was to celebrate the tremendous progress that the
17 company had made thanks to the hard work of its employees.

18 98. At the February 2015 Meeting, Park announced that a sale of PIA was imminent.
19 He emphasized that everyone would be expected to work extremely hard in order to increase the
20 value of the company in preparation for the sale.

21 99. Park went on to congratulate everyone and confirm that everyone present was listed
22 on the final cap table that Lee had drafted. In other words, Park confirmed that everyone present
23 owned an equity interest in LTM. Lee did not object to Park's announcement or state that it was
24 incorrect. Quite the opposite. Lee added that, due to their equity interests, their hard work would
25 "put more money in their pockets." Champagne was served.

26 100. During the meeting, Lee, Park, and Suh stepped aside for a private conversation. In
27 that conversation, Suh informed Lee and Park that oral promises are enforceable in California, and
28 therefore LTM's promises of equity were binding.

Lee's Increasingly Erratic Behavior

101. LTM personnel became aware of Lee's erratic behavior and regular drug use from their first days at LTM. The increasing value of LTM and the imminent sale of PIA, however, coincided with a dramatic increase in Lee's misconduct.

102. Lee's increasingly erratic behavior made LTM a miserable place to work. In addition to the long hours and high-stress environment at LTM, Lee's conduct made employees uncomfortable and fearful for both their own wellbeing and the continued viability of the company.

103. Lee would frequently use cocaine in front of LTM's clients, colleagues, certain employees, and trusted advisors. Plaintiffs Ken, Jane, Michael, John, and James all personally observed Lee's pervasive drug use.

104. Lee would regularly leave cocaine and marijuana residue in the office. Ken, who was typically the first to arrive in the office every morning, would find Lee's leftover food, drugs, and alcohol bottles on work stations, and would clean everything up before other LTM personnel arrived.

105. Lee made a habit of barging into Ken's living quarters in the middle of the night to play loud music, entertain random women, and use drugs.

106. In or around February 2015, Lee wanted to hire an assistant. After interviewing a particular female candidate, Lee—a married man—insisted on hiring her because he wanted to have sex with her. Ken and Park talked Lee out of it, advising Lee that his requested conduct was wrong and could cost LTM in a potential lawsuit. Lee retorted that he did not care about any sexual harassment suit or potential liability for LTM because he would pay any settlement out of his own pocket.

107. Lee also stated that he wanted to start a "modeling agency" under the LTM umbrella called "Breakout Agency." Lee rented a house in the Hollywood Hills for the "models" to live in. Before renting the house and starting the agency, Lee circulated a draft memo to the male LTM executives advising them to make sure to "wear a condom" when having sex with the "models." The draft memorandum was outrageous and, like the incident above, could form the

1 basis of a potential sexual harassment suit. Again, Ken and Park were forced to talk with Lee and
2 insist that he refrain from sending such communication.

3 108. Lee further indicated to LTM personnel that he planned to move the company's
4 workspace to the house in Hollywood Hills, where they would work alongside the models. All
5 LTM personnel recognized that moving the company would create an unstable and unprofessional
6 work environment; and Jane in particular, as one of LTM's few female employees, was not
7 comfortable with the rampant sexism that this move presaged.

8 109. Making matters worse, Lee also had an ongoing relationship with a mistress that he
9 brought to company functions and the LTM offices, despite people knowing that he was married.
10 Lee met his mistress through a company offering female companionship for money. Lee
11 abandoned his wife and newborn child to spend time with this woman, and their relationship was
12 toxic. His mistress was physically and verbally abusive towards Lee, erratic and unpredictable,
13 and caused Lee to act over-emotionally.

14 110. The two fought on a daily basis. And this happened in front of LTM employees,
15 including Plaintiffs. For example, a few days after the February 2015 Meeting, Lee and his
16 mistress had a violent altercation at a club in front of Park, Ken, James, and other LTM personnel.
17 His mistress became infuriated and violent when Lee did not pay attention to her to attend to a
18 conference call concerning LTM business. She punched Lee in the face, causing Lee to lose a
19 tooth.

20 111. In order to protect Lee and Lee's best interests, James escorted the mistress away
21 from the group multiple times. Ultimately, James called the police. Despite Lee's efforts to help
22 her escape, the police arrested his mistress. Lee became extremely upset at James for calling the
23 police, and demanded that Park fire him. Park refused.

24 112. Approximately one week later, after Lee had been given time to cool down, Lee
25 and James engaged in a playful wrestling match in the LTM office. While wrestling, James's
26 hand slipped and hit Lee in the face. James apologized for the mishap, but Lee nevertheless flew
27 into a rage and started screaming profanities and threats at James in front of other LTM personnel.
28 James was no longer willing to accommodate Lee's instability, and he resigned shortly thereafter.

Plaintiffs Resign After Lee Terminates Park

113. On or about March 3, 2015, Lee terminated Park as CEO of LTM without any notice. Lee then sent an email to LTM personnel stating that Park had chosen to leave LTM, that it was an amicable parting of ways, and that Park would stay on as an "advisor." None of this was true.

114. After firing Park, Lee individually approached Plaintiffs Ken, Jane, Michael, and John and asked them to stay on at LTM, offered to increase their salaries, and stated that he would increase their equity interests in LTM. Lee expressed how important it was to LTM for them to remain in their employment and help prepare the company for a sale to investors.

115. Plaintiffs Ken, Jane, Michael, and John discovered that Park had been terminated by Lee and that Lee had lied in his March 3 email to LTM personnel. Park had served as a stabilizing force at LTM, and the person who kept Lee in check. Plaintiffs did not have confidence in the continued viability of LTM without Park, and did not trust Lee. Moreover, Plaintiffs could no longer tolerate the hostile work environment created by Lee's drug use and erratic behavior. Plaintiffs were fearful that things would only get worse now that Park was gone.

116. Plaintiffs Ken, Jane, Michael, and John resigned from LTM in March 2015. Following their resignations, they were told by counsel for LTM that Lee and LTM would not be honoring the equity granted to them by Lee and Park. LTM's counsel stated that the interests were not vested, but instead were only to be granted with continued employment and only if Plaintiffs hit certain milestones. LTM claimed that Plaintiffs had not hit these milestones and their equity was thus forfeited. This was the first time that any plaintiff heard anything about their equity interests in LTM being subject to any condition or vesting period.

LTM Refuses To Honor Equity Granted To Other Plaintiffs

117. In August 2016, in connection with an arbitration between LTM and Park, Plaintiffs James, Suh, Tiger JK, Natasha, Arden, and David learned for the first time that Lee and LTM would not be honoring the equity granted to them by Lee and Park.

FIRST CAUSE OF ACTION

(Breach of Oral Contract)

(By Plaintiffs Against LTM)

118. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in this Second Amended Complaint.

119. Plaintiffs Ken, Jane, Michael, and John and LTM entered into oral agreements. The material terms of the agreements, confirmed orally and in writing on several occasions between July 2014 and March 2015, were that in consideration of Plaintiffs' employment with LTM and application of their skill and effort to market and grow LTM's business, they would receive equity in LTM. Specifically, Ken was granted a 2.5% equity interest to become PIA's Vice President; Jane was granted a 0.5% equity interest to become LTM's "Director of Marketing and PR"; Michael was granted a 0.25% equity interest to become LTM's "Vice President of Sales and Marketing"; and John was granted a 0.1% equity interest to become LTM's "Chief of Staff."

120. Plaintiffs Ken, Jane, Michael, and John performed all obligations to LTM except as to any that they were prevented or excused from performing.

121. LTM breached its agreements with Plaintiffs Ken, Jane, Michael, and John in and after March 2015 by refusing to honor their equity interests in LTM.

122. Plaintiffs James, Suh, Tiger JK, Natasha, Arden, and David and LTM entered into oral agreements. The material terms of the agreements, confirmed orally and in writing on several occasions between July 2014 and March 2015, were that in consideration of Plaintiffs' employment with LTM and application of their skill and effort to market and grow LTM's business, they would receive equity in LTM. Specifically, James was granted a 0.5% equity interest to become LTM's "Head of Security"; Suh was granted a 1% equity interest to become LTM's "Executive Advisor"; Tiger JK was granted a 1% equity interest to market and promote LTM and PIA; Natasha was granted a 1% equity interest to market and promote LTM and PIA; Arden was granted a 0.5% equity interest to market and promote LTM and PIA on her social media platforms; and David was granted a 0.25% equity interest to market and promote LTM and PIA on his social media platforms.

123. Plaintiffs James, Suh, Tiger JK, Natasha, Arden, and David performed all obligations to LTM except as to any that they were prevented or excused from performing.

124. LTM breached its agreements with Plaintiffs James, Suh, Tiger JK, Natasha, Arden, and David in and after August 2016, by refusing to honor their equity interests in LTM.

125. Plaintiffs have suffered economic damages caused by LTM's breach of its agreements, including the lost value of Plaintiffs' promised equity interests in LTM, and consequential and incidental damages, including lost shares in LTM's past and future profits according to proof.

SECOND CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

(By Plaintiffs Against LTM)

126. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in this Second Amended Complaint.

127. Every contract includes an implied covenant of good faith and fair dealing, which means each party agrees not to do anything to deprive the other of the benefits of the contract, and to act reasonably, fairly and honestly.

128. LTM breached the covenant of good faith and fair dealing implied in the oral agreement between Plaintiffs and LTM by: a) repeatedly telling Plaintiffs that they were granted an equity interest in LTM without any conditions; and b) denying the existence of the agreements and/or unilaterally attempting to alter material terms of the agreements.

129. Plaintiffs have suffered economic damages caused by LTM's breach of its agreements, including the lost value of Plaintiffs' promised equity interests in LTM, and consequential and incidental damages, including lost shares in LTM's past and future profits according to proof.

THIRD CAUSE OF ACTION

(Fraud)

(By Plaintiffs Against All Defendants)

130. Plaintiffs replead, reallege, and incorporate by reference each and every allegation

1 set forth in this Second Amended Complaint.

2 131. At the outset of their agreement to work for LTM, Defendants and Park, as CEO of
3 LTM, promised Plaintiffs equity interests in LTM in consideration for applying their skills and
4 efforts to market and promote LTM and PIA.

5 132. Defendants' promises to perform the agreements, and representations described in
6 the preceding paragraphs regarding Defendants' intentions, were either made with knowledge of
7 their falsity, or recklessly without regard for their truth.

8 133. Defendants intended that Plaintiffs rely on such representations, Plaintiffs were
9 induced to rely on Defendants' representations to their detriment, and their reliance on these
10 promises and assurances was reasonable.

11 134. In doing the acts alleged herein, Defendants defrauded Plaintiffs and caused them
12 to suffer economic and non-economic damages. Plaintiffs' economic damages include the lost
13 value of Plaintiffs' promised equity interests in LTM, and lost past and future LTM profits
14 according to proof.

15 135. In doing the acts alleged herein, Defendants acted with oppression, fraud, or
16 malice.

17 136. Plaintiffs seek an award of punitive damages against Defendants in an amount that
18 is sufficient, based on Defendants' wealth, to punish Defendants and deter future similar unlawful
19 conduct.

20 **FOURTH CAUSE OF ACTION**

21 **(Negligent Misrepresentation)**

22 **(By Plaintiffs Against All Defendants)**

23 137. Plaintiffs replead, reallege, and incorporate by reference each and every allegation
24 set forth in this Second Amended Complaint.

25 138. Defendants and Park, as CEO of LTM, represented to Plaintiffs that they would be
26 granted equity interests in LTM in exchange for their applying their skills and efforts to market
27 and promote LTM and PIA.

28 139. This representation was not true—Defendants refused to grant Plaintiffs the equity

1 they were promised.

2 140. Defendants had no reasonable grounds to believe their representations to Plaintiffs
3 were true.

4 141. Defendants intended that Plaintiffs rely on their misrepresentations, and Plaintiffs
5 did so reasonably.

6 142. Plaintiffs were harmed as a result of their reliance, and suffered economic and non-
7 economic damages. Plaintiffs' economic damages include the lost value of Plaintiffs' promised
8 equity interests in LTM, and lost past and future LTM profits according to proof.

9 **FIFTH CAUSE OF ACTION**

10 **(Statutory Fraud – Labor Code §§ 970, 972)**

11 **(By John Pak Against All Defendants)**

12 143. Plaintiffs replead, reallege, and incorporate by reference each and every allegation
13 set forth in this Second Amended Complaint.

14 144. Employers are statutorily prohibited from inducing employees to change their
15 residence to, from, or within California by making knowingly false representations concerning the
16 compensation to be paid or other terms and conditions of employment. Cal. Lab. Code § 970.

17 145. In January 2015, Defendants and Park, as CEO of LTM, recruited John to work for
18 LTM. During the recruitment process, Defendants represented that in addition to his salary,
19 John's employment compensation would include an equity interest in LTM.

20 146. In January 2015, Defendants and Park, as CEO of LTM, offered John the position
21 of "Chief of Staff" at LTM's offices in Los Angeles, California. At that time John resided in San
22 Jose, California.

23 147. In reliance on Defendants' promises, John relocated to Los Angeles, California.

24 148. Defendants have now refused to honor the equity interest in LTM that was
25 promised to John. Defendants' representations that they would compensate John with an equity
26 interest in LTM were either misrepresentations regarding Defendants' true intentions or were
27 promises made without intent to perform.

28 149. Defendants' false representations caused John to suffer economic and non-

1 economic damages as alleged herein and according to proof.

2 150. Defendants' actions violate Labor Code section 970, entitling John to double
3 damages pursuant to Labor Code section 972.

4 **SIXTH CAUSE OF ACTION**

5 **(Declaratory Relief)**

6 **(By Plaintiffs Against LTM)**

7 151. Plaintiffs replead, reallege, and incorporate by reference each and every allegation
8 set forth in this Second Amended Complaint.

9 152. As alleged above, Defendants, through LTM's CEO Park, offered Plaintiffs equity
10 interests in LTM in exchange for their acceptance of employment with, or offering services to,
11 Defendants. Plaintiffs each accepted their respective offers. Neither Park, nor Lee, nor anyone
12 else at LTM, informed Plaintiffs of any conditions or vesting period attached to the equity
13 interests.

14 153. Defendants nevertheless now refuse to grant Plaintiffs their equity interests in
15 LTM, and in fact claim that Plaintiffs relinquished their interests in LTM.

16 154. Plaintiffs contend that they are the rightful owners of equity interests in LTM.

17 155. An actual controversy thus exists between Defendants and Plaintiffs concerning
18 their respective rights and duties.

19 156. Plaintiffs desire a determination of their respective rights and duties, and a
20 declaration of their proper equity ownership in LTM.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiffs pray for judgment against LTM and Lee as follows:

- 23 (1) For general and compensatory damages, the exact amount of which will be
24 proven at trial;
- 25 (2) For declaratory relief of their respective equity ownership percentages of LTM;
- 26 (3) For punitive damages in an amount to be proven at trial;
- 27 (4) For prejudgment interest in an amount to be proven at trial;
- 28 (5) For attorneys' fees;

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- (6) For costs of suit incurred herein; and
- (7) For such other relief that the Court deems proper.

DATED: August 24, 2017

MILLER BARONDESS, LLP

By: 
JASON H. TOKORO

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2103763780

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all causes of action asserted in this Complaint.

DATED: August 24, 2017

MILLER BARONDESS, LLP

By: 

JASON H. TOKORO

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SHORT TITLE: Ken Yim, et al. v. London Trust Media Incorporated, et al.

CASE NUMBER

BC596372

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto Tort

Other Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Ken Yim, et al. v. London Trust Media Incorporated, et al.

CASE NUMBER

BC596372

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property Unlawful Detainer	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Ken Yim, et al. v. London Trust Media Incorporated, et al.

CASE NUMBER

BC596372

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	<input type="checkbox"/> A6006 Claims Involving Mass Tort (40)	1, 2, 8
	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
	<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
	<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
	<input type="checkbox"/> A6190 Election Contest	2
	<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9

SHORT TITLE: Ken Yim, et al. v. London Trust Media Incorporated, et al.

CASE NUMBER

BC596372

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 1010 Wilshire Boulevard		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017			

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: August 24, 2017



(SIGNATURE OF ATTORNEY/FILING PARTY)

Sean G. McKissick

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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