

1 Ken W. Moffatt (SBN 284352)
2 Law Office of Ken W. Moffatt
3 14331 N. Euclid Street, Suite 207
4 Garden Grove, CA 92843
5 714-341-5794
6 kenmoffattlaw@gmail.net

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/22/2023 3:33 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By R. Perez, Deputy Clerk

7 Attorney for Plaintiffs MANUEL SANTIS, TAE WOOK KWON, JOYCE PARK, JI
8 HYUN KWAK, GINA SUH, SOON HEE SON, LEO KWAN MOON, DAVID
9 HWANG, HANNA TYLER

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
12 **STANLEY MOSK COURTHOUSE-UNLIMITED JURISDICTION**

13 MANUEL SANTIS, individually,) Case No. 23STCV31406
14 TAE WOOK KWON, individually,)
15 JOYCE PARK, individually,) **COMPLAINT FOR:**
16 JI HYUN KWAK, individually,)
17 GINA SUH, individually,) 1.BREACH OF CONTRACT;
18 SOON HEE SON, individually,) 2.PROMISSORY FRAUD;
19 LEO KWAN MOON, individually,) 3.CONVERSION;
20 DAVID HWANG, individually,) 4. VIOLATION OF PENAL CODE 496
21 HANNA TYLER, individually) 5. DECLATORY RELIEF
22) 6. ACCOUNT STATED
23 Plaintiffs,)
24 vs.)
25)
26 YOUNG JAE PARK, individually, and)
27 JS FASHION, a unknown business entity;)
28 SOUTH PACIFIC COCO, INC., a) **JURY TRIAL DEMANDED**
California Corporation, STERLING)
PATHOLOGY MEDICAL)
CORPORATION, a California)
Corporation, and DOES 1 to 100,)
inclusive,)
Defendants.)

1 COMES NOW Plaintiffs, MANUEL SANTIS, individually, TAE WOOK
2 KWON. individually, JOYCE PARK individually, JI HYUN KWAK individually,
3 GINA SUH individually, SOON HEE SON individually, LEO KWAN MOON
4 individually, DAVID HWANG individually, HANNA TYLER individually, for their
5 COMPLAINT in the above-captioned action and state to this Honorable Court as
6 follows:
7

8
9 1. Plaintiffs, MANUEL SANTIS, individually, TAE WOOK KWON. individually,
10 JOYCE PARK individually, JI HYUN KWAK individually, GINA SUH individually,
11 SOON HEE SON individually, LEO KWAN MOON individually, DAVID HWANG
12 individually, HANNA TYLER individually institutes this action for actual damages,
13 statutory damages, attorneys' fees and the costs of this action against Defendants, and
14 DOES 1 to 100, inclusive, ("Defendants"), for multiple causes of action.
15
16

17
18 2. Defendant, YOUNG JAE PARK, was in contract with the above named plaintiffs
19 for the purpose of providing COVID-19 testing procedures in Los Angeles County and
20 is doing business in Los Angeles County.
21

22 3. Defendant, JS FASHION, was the entity that received payment for the services
23 rendered by the Plaintiffs but never distributed the payments to these Plaintiffs for the
24 services provided while they were providing COVID-19 testing procedures in Los
25 Angeles County and is doing business in Los Angeles County.
26
27
28

1 4. Defendant, SOUTH PACIFIC COCO, INC., a California Corporation, was the
2 entity that received payment for the services rendered by the Plaintiffs but never
3 distributed the payments to these Plaintiffs for the services provided while they were
4 providing COVID-19 testing procedures in Los Angeles County and is doing business in
5 Los Angeles County.
6
7

8 5. Plaintiff does not know the true names of Defendant DOES 1 through 100,
9 inclusive, and therefore sues them by those fictitious names. Plaintiff is informed and
10 believes and thereon alleges that each of those defendants was in some manner legally
11 responsible for the events and happenings alleged in this complaint and for Plaintiff's
12 damages. Plaintiff is informed and believes, and thereon alleges, that each of the
13 Defendants was, at all times relevant herein, the agent and representative of the other
14 Defendants and was acting, at least in part, within the course and scope of such
15 relationship. Therefore, Defendants, and each of them, including all fictitious
16 Defendants sued herein, are liable to Plaintiffs for the acts of the other Defendants.
17 Plaintiff is informed and believes, and on that basis alleges that at all times mentioned
18 herein, each defendant, whether actually or fictitiously named herein, was the principal,
19 agent (actual or ostensible) or the employee of each other defendants, and in acting as
20 such principal or within the course and scope of such employment or agency, took some
21 part in the acts and omissions hereinafter set forth, by reason of which each Defendant is
22 liable to Plaintiff for the relief prayed for herein.
23
24
25
26
27
28

1 6. The true names and capacities of the Defendants, and DOES 1 through 100,
2 inclusive, whether individual, corporate, associate or otherwise, are unknown to
3 Plaintiff at the time of filing this Complaint, and Plaintiff therefore, sues said
4 Defendants by such fictitious names and will seek leave of Court to amend this
5 Complaint to show their true names or capacities when the same have been ascertained.
6 Plaintiff is informed, and believes, and thereon alleges, that each of the DOE
7 Defendants is, in some manner, responsible for the events and happenings herein set
8 forth and proximately caused injury and damages to Plaintiff, KANDISS SIMPLIS, as
9 alleged herein.
10

11
12
13
14 7. In addition to the Defendants named above, Plaintiff sues fictitious Defendants
15 DOES 1 through 100, inclusive, pursuant to Code of Civil Procedure § 474, because
16 their names, capacities, status, or facts showing them to be liable are not presently
17 known. Plaintiff will amend this complaint to show their true names and capacities,
18 together with appropriate charging language, when such information has been
19 ascertained.
20
21

22 8. At all times herein mentioned, Plaintiff is informed and believes, and thereupon
23 alleges that the Defendants, and each of them, are liable to Plaintiff for monies owed,
24 as specifically alleged herein. And at all times herein mentioned, each of the DOE
25 Defendants was the agent and employee of each of the remaining Defendants, and was
26
27
28

1 at all times herein mentioned, acting within the course and scope of said agency or
2 employment.
3

4 JURISDICTION AND VENUE

5 9. All events referred to in the allegations contained herein occurred within the
6 boundaries of the County of Los Angeles, State of California and involve the subject
7 property which lies in Los Angeles City. Therefore, both jurisdiction and venue
8 properly lie with this Court.
9

10 FACTUAL BACKGROUND

11 10. Plaintiff incorporates by reference paragraphs 1 through 8 as though fully set
12 forth below.
13

14 11. Defendants, YOUNG JAE PARK, individually, and JS FASHION, a unknown
15 business entity, and SOUTH PACIFIC COCO, INC., a California Corporation had
16 contracted with each of the above named Plaintiffs as independent contractors to
17 provide COVID-19 test in the county of Los Angeles during the period of 9/16/2021-
18 1/15/2022.
19

20 12. Plaintiffs and Defendants had agreed on a commission amount that would be paid
21 from the submission of testing kits at a rate of \$17.00 per kit and more depending on
22 different contracts.
23

24 13. Pursuant to the terms of their agreement these Plaintiffs would collect RT-PCR
25 samples from the public who wanted to take the COVID-19 test at a free testing center.
26

27 These plaintiffs would be responsible for ensuring that all essential information was
28

1 accurately recorded on applications forms for submission with the samples. Payments
2 from the collected samples would be made 15 days after submission.
3

4 **FIRST CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6
7 (BY MANUEL SANTIS., individually, TAE WOOK KWON. individually, JOYCE
8 PARK individually, JI HYUN KWAK, individually, GINA SUH individually, SOON
9 HEE SON individually, LEO KWAN MOON individually, DAVID
10 HWANG ,individually, HANNA TYLER individually, against YOUNG JAE PARK,
11 individually, and JS FASHION, a unknown business entity, and SOUTH PACIFIC
COCO, INC., a California Corporation and DOES 1 to 100, inclusive.)

12 14. Plaintiff incorporates by reference paragraphs 1 through 28 as though fully set
13 forth below.
14

15 15. On or about 7/08/2022 Plaintiffs entered into a contract with Defendants to
16 provide nasal specimen collection services for COVID testing by Sterling Pathology
17 Medical Corporation.
18

19 16. In turn once the specimens were turned over to Sterling Pathology Medical
20 Corporation a check would be issued to the Defendants who in turn would make
21 payment to the Plaintiffs.
22

23 17. Defendants have breached and repudiated the contract in numerous material
24 aspects, including without limitation, the following:
25

- 26 a. by failing and refusing to honor the provisions the agreement to pay
27 commissions for payment for specimens received by Defendants for which said
28

1 Defendants received payment but never distributed these payments to the
2 Plaintiffs;

3
4 b. by failing and refusing to remit to Plaintiffs the sum owned which in
5 aggregate exceeds over 1 million dollars for some 60,000 kits submitted by
6 Plaintiffs.

7
8 c. by misrepresenting to Plaintiffs that they would in fact be paid upon
9 submission of the testing kits.

10
11 18. Plaintiffs have fully performed all of its covenants and obligations under the
12 agreement, except those whose performance has been waived or legally excused.

13
14 19. Plaintiff Tae Wook Kwon who provided 1,116 kits for the period of 12/01/21-
15 12/31/21 is owed a balance of \$28,230.00.

16
17 20. Plaintiff Manuel Santis who provided 3,987 kits for the period of 12/01/21-
18 12/31/21 is owed a balance of \$57,279.00.

19
20 21. Plaintiff Joyce Park who provided 1,806 kits for the period of 12/01/21-12/31/21
21 is owed a balance of \$25,202.00.

22 22. Plaintiff Ji Hyun Kwak who provided 1382 kits for the period of 12/01/21-12/31/21
23 is owed a balance of \$21,794.00.

24
25 23. Plaintiff Gina Suh who provided 1019 kits for the period of 12/01/21-12/31/21 is
26 owed a balance of \$16,461.00.
27
28

1 24. Plaintiff Soon Hee Son who provided 486 kits for the period of 12/01/21-
2 12/31/21 is owed a balance of \$7,262.00.

3
4 25. Plaintiff Leo Kwan Moon who provided 643 kits for the period of 12/01/21-
5 1/15/22 is owed a balance of \$13,363.00.

6
7 26. Plaintiff David Hwang who provided 1,526 kits for the period of 12/01/21-
8 1/15/22 is owed a balance of \$28,994.00.

9
10 27. Plaintiff Hanna Tyler who provided 4,125 kits for the period of 12/01/21-
11 12/31/21 is owed a balance of \$7,372.00.

12 28. As a direct and proximate result of the Defendant breaches as described herein,
13 Plaintiffs in aggregate have been damaged in an amount to conform to proof at trial, but
14 not less than \$400,000 dollars, plus interest as allowed by law, and attorneys' fees and
15 costs as provided by law.
16
17

18
19 29. Plaintiffs are informed and believe and thereon allege that in regards to the
20 aforementioned acts alleged in the Complaint, that plaintiffs may institute civil
21 proceedings and pursue money damages, including damages for mental or emotional
22 distress, attorney fees and whatever other relief the Court deems appropriate.
23

24 ///

25
26 ///

27 **SECOND CAUSE OF ACTION**

28 **PROMISSORY FRAUD**
Page 8 of 21

COMPLAINT FOR DAMAGES

1
2 (BY MANUEL SANTIS., individually, TAE WOOK KWON. individually, JOYCE
3 PARK individually, JI HYUN KWAK, individually, GINA SUH individually, SOON
4 HEE SON individually, LEO KWAN MOON individually, DAVID HWANG
5 individually, HANNA TYLER individually, against YOUNG JAE PARK, individually,
6 and JS FASHION, a unknown business entity, and SOUTH PACIFIC COCO, INC., a
California Corporation and DOES 1 to 100, inclusive.)

7 41. Plaintiffs incorporate into this cause of action each and every allegation contained
8 in the prior causes of action of this Complaint as if the same were set out at length
9 herein.
10

11 42. The representations made by Defendants were false at the time they were made to
12 these Plaintiffs that they would be paid commissions upon submission of the collected
13 samples.
14

15 43. Defendants knew they were false, and they were made for the purpose of
16 inducing Plaintiffs to provide these kits with the expectation for services under the terms
17 of the agreement.
18

19 44. At the time Defendants made these false representations Plaintiff were ignorant of
20 the true facts and believed the representations to be true.
21

22 45. Plaintiffs in fact relied on the representations by immediately delivering to
23 Defendants the collected kits and expected payment as aforementioned pursuant to the
24 agreement.
25
26
27
28

1 46. Plaintiff's reliance was reasonable in that the false representations were made to
2 Plaintiff orally and in writing by Defendants, who held themselves self out as acting
3
4 with full authority to bind defendants for payment.

5 47. If Plaintiffs had known the true facts it would not have acted as it did and
6 specifically, would not have provided defendants with collected samples.
7

8 48. These defendants authorized, directed, and/or participated in this allegedly
9 tortious conduct alleged herein, and as such, are personally liable, for the tort of
10 promissory fraud. (See, Frances T. v. Village Green Owners Assn. (1986) 42 Cal.3d
11 490; PMC, Inc. v. Kadisha (2000) 78 Cal.App.4th 1368, 1380-1382.).
12

13 49. As a direct and proximate result of the fraud engaged in by defendants Plaintiffs
14 have been damaged in an amount to be determined at time of trial, but not less than
15 \$400,000, plus interest.
16
17

18 50. Plaintiffs are informed that each of the acts of defendants enumerated in the
19 previous paragraphs, were undertaken with the intent to harass and annoy plaintiffs, and
20 to cause plaintiffs severe emotional distress.
21

22 51. By reason of the conduct of Defendants, and each of them, as alleged above,
23 defendants have committed conduct which is extreme and outrageous and was intended
24 to caused, and when plaintiffs actually learned of the wrongful eviction, plaintiffs did
25 suffer extreme emotional and psychological distress and anguish as alleged herein.
26
27
28

1 52. As direct and proximate result of said conduct of Defendants, and each of them,
2 plaintiffs have suffered special and general damages in an amount according to proof.
3

4 53. The acts of defendants, and each of them, were willful, wanton, deliberate,
5 malicious, oppressive and designed to cause plaintiff economic and personal injury, and
6 therefore justify the awarding of substantial punitive damages.
7

8 **THIRD CAUSE OF ACTION**

9 **CONVERSION**

10
11 (BY MANUEL SANTIS., individually, TAE WOOK KWON. individually, JOYCE
12 PARK individually, JI HYUN KWAK, individually, GINA SUH individually, SOON
13 HEE SON individually, LEO KWAN MOON individually, DAVID HWANG
14 individually, HANNA TYLER individually, against YOUNG JAE PARK, individually,
15 and JS FASHION, a unknown business entity, and SOUTH PACIFIC COCO, INC., a
California Corporation and DOES 1 to 100, inclusive.)

16 54. Plaintiffs incorporate into this cause of action each and every allegation contained
17 in the prior causes of action of this Complaint as if the same were set out at length
18 herein.
19

20 55. Plaintiffs are owed and had a right to possess the balances as previously set forth.
21

22 56. Retention of monies owed were held without 's consent.
23

24 57. The subsequent refusal to return the monies taken, intentionally and substantially
25 interfered with Plaintiffs ownership and possession of said monies.

26 58. Plaintiffs were harmed as a result of defendants retention of plaintiffs monies and
27 defendants conduct, was a substantial factor in causing said harm.
28

1 59. Defendants authorized, directed, and/or participated in the allegedly tortious
2 conduct alleged herein, and as such, are personally liable for the tort of conversion.

3
4 (See, Granoff v. Yackle (1961) 196 Cal.App.2d 253; Frances T v. Village Green
5 Owners Assn. (1986) 42 Ca1.3d 490.)

6
7 60. By defendants conspiring with, and aiding and abetting as alleged herein,
8 Defendants have proximately caused harm to Plaintiffs and are therefore jointly and
9 severally liable for such harm as co-conspirators and aider and abettors.

10
11 61. Plaintiffs will seek damages, according to proof at trial, for all of the harm caused
12 by the acts of defendants.

13
14 62. Defendants engaged in despicable conduct and acted with willful, reckless and
15 conscious disregard of the rights of Plaintiffs, and in doing the things herein alleged
16 were guilty of oppression and malice.

17
18 63. Accordingly, Plaintiffs seek punitive and exemplary damages in an amount
19 according to proof at trial

20
21 64. Plaintiffs are informed that each of the acts of defendants enumerated in the
22 previous paragraphs, were undertaken with the intent to harass and annoy plaintiffs, and
23 to cause plaintiffs severe emotional distress.

24
25 65. By reason of the conduct of Defendants, and each of them, as alleged above,
26 defendants have committed conduct which is extreme and outrageous and was intended
27
28

1 to caused, and when plaintiffs actually learned of the wrongful eviction, plaintiffs did
2 suffer extreme emotional and psychological distress and anguish as alleged herein.

3
4 66. As direct and proximate result of said conduct of Defendants, and each of them,
5 plaintiffs have suffered special and general damages in an amount according to proof.

6
7 67. The acts of defendants, and each of them, were willful, wanton, deliberate,
8 malicious, oppressive and designed to cause plaintiff economic and personal injury, and
9 therefore justify the awarding of substantial punitive damages.
10

11 **FOURTH CAUSE OF ACTION**

12 **VIOLATION OF PENAL CODE 496**

13
14 (BY MANUEL SANTIS, individually, TAE WOOK KWON, individually, JOYCE
15 PARK individually, JI HYUN KWAK, individually, GINA SUH individually, SOON
16 HEE SON individually, LEO KWAN MOON individually, DAVID HWANG
17 individually, HANNA TYLER individually, against YOUNG JAE PARK, individually,
18 and JS FASHION, a unknown business entity, and SOUTH PACIFIC COCO, INC., a
California Corporation and DOES 1 to 100, inclusive.)

19 68. Plaintiffs incorporate into this cause of action each allegation contained in the
20 prior causes of action of this Complaint as if the same were set out at length herein.

21
22 69. Where one, through mistake or fraud receives money to which he is not entitled,
23 he becomes the trustee of that money for the benefit of the one justly entitled to it. (Cal.
24 Civ. Code § 2224.)
25

26 70. In the course of, and by virtue of the above-averred acts, Defendants — at the
27 authorization, direction, and/or with the participation of Defendants — fraudulently
28

1 converted and used the \$400,000 for its own use and exclusive benefit and with the
2 intent to deprive Plaintiffs of its use of the monies. One who fraudulently appropriates
3 property which has been entrusted to him is guilty of theft. (Cal. Pen. Code § 484.)
4

5 71. Defendants actions as described above constitute violations of Penal Code
6 Section 896.
7

8 72. As a result of Defendants violation of Penal Code section 496, Plaintiffs are
9 entitled to a just award of treble damages (\$1.2 million), costs of suit, and reasonable
10 attorneys' fees. (Penal Code section 496(c); Bell v. Feibush (2013) 212 Cal.App.4th
11 1041.)
12

13 73. As a direct and proximate result of Defendants actions, Plaintiffs have suffered, and
14 continues to suffer, actual damages in amount to be proven at trial, but which include,
15 among other things, the value of the monies that it entrusted to Defendants, interest,
16 attorneys' fees, and costs.
17

18 74. By conspiring with, and aiding and abetting Defendants as alleged herein, have
19 proximately caused harm to Plaintiff and are therefore jointly and severally liable for
20 such harm.
21

22 75. Plaintiffs will seek damages, according to proof at trial, for all of the harm caused
23 by the acts of Defendants.
24

25
26 **FIFTH CAUSE OF ACTION**

27 **DECLARATORY RELIEF**

1 (BY MANUEL SANTIS., individually, TAE WOOK KWON. individually, JOYCE
2 PARK individually, JI HYUN KWAK, individually, GINA SUH individually, SOON
3 HEE SON individually, LEO KWAN MOON individually, DAVID HWANG
4 individually, HANNA TYLER individually, against YOUNG JAE PARK, individually,
5 and JS FASHION, a unknown business entity, and SOUTH PACIFIC COCO, INC., a
6 California Corporation, STERLING PATHOLOGY MEDICAL CORPORATION, a
7 California Corporation, and DOES 1 to 100, inclusive, and DOES 1 to 100, inclusive.)

8 76. Plaintiffs incorporate into this cause of action each and every allegation contained
9 in the prior causes of action of this Complaint as if the same were set out at length
10 herein.

11 77. An actual controversy as arisen between Plaintiffs and Defendants which
12 requires a judicial declaration of their respective rights and liabilities.

13 78. In consideration for the sum of balances due Plaintiffs have been deprived of
14 balances due from Defendants.
15

16 79. Plaintiffs contend Defendants have deprived them of monies owed.
17

18 80. Plaintiffs contend that the initial agreement for payment for COVID-19 kits that
19 collected and submitted with specimen was valid and enforceable against Defendants.
20

21 81. A declaration of the Court is necessary and appropriate at this time to settle the
22 matter in controversy among the parties involved and to avoid a multiplicity of actions.
23

24 62. Specifically, Plaintiffs seeks a judicial declaration that Defendants shall return to
25 Plaintiffs the balances it received and retained unlawfully that were the commissions
26 that should have been paid to Plaintiffs.
27
28

SIXTH CAUSE OF ACTION

Page 15 of 21

COMPLAINT FOR DAMAGES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACCOUNT STATED

(BY MANUEL SANTIS., individually, TAE WOOK KWON. individually, JOYCE PARK individually, JI HYUN KWAK, individually, GINA SUH individually, SOON HEE SON individually, LEO KWAN MOON individually, DAVID HWANG individually, HANNA TYLER individually, against YOUNG JAE PARK, individually, and JS FASHION, a unknown business entity, and SOUTH PACIFIC COCO, INC., a California Corporation, STERLING PATHOLOGY MEDICAL CORPORATION, a California Corporation, and DOES 1 to 100, inclusive, and DOES 1 to 100, inclusive.)

82. Plaintiffs incorporate into this cause of action each and every allegation contained in the prior causes of action of this Complaint as if the same were set out at length herein.

83. “ An account stated is an agreement, based on prior transactions between the parties, that the items of an account are true and that the balance struck is due and owing. [Citation.] To be an account stated, “it must appear that at the time of the statement an indebtedness from one party to the other existed, that a balance was then struck and agreed to be the correct sum owing from the debtor to the creditor, and that the debtor expressly or impliedly promised to pay to the creditor the amount thus determined to be owing.” [Citation.]’ ” (Leighton v. Forster (2017) 8 Cal.App.5th 467, 491 [213 Cal.Rptr.3d 899].)

84. Plaintiffs claims that defendant Sterling Pathology Medical Corporation owes them money on an account stated. Plaintiffs are informed and reasonably believes and thereupon asserts that this defendant owes plaintiffs money from the

- 1 3. For costs of suit herein incurred,
2
3 4. For such other and further relief as the court may deem proper.
4
5
6

7 Respectfully submitted,
8

9
10 Dated: 11/27/2023

11 By: Ken W. Moffatt
12 Ken W. Moffatt, Attorney for Plaintiffs
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28