

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

FIRST CALL INTERNATIONAL, INC.

Plaintiff,

v.

No. 4:23-CV-00199-P

**S&B GLOBAL AMERICA, INC.,
S&B GLOBAL, INC.,
SUNG JAE HWANG, AND
BO YOON CHI**

JURY TRIAL DEMANDED

Defendants.

PLAINTIFF'S SECOND AMENDED COMPLAINT

Pursuant to Rule 15(a)(1)(B) of the Federal Rules of Civil Procedure, and as a matter of course, Plaintiff First Call International Inc. ("Plaintiff") amends its First Amended Complaint.

1. On April 3, 2023, Defendant filed Defendant's Motion to Dismiss Plaintiff First Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(2), Abstention Doctrine, and *Forum Non-Conveniens*.
2. Fed.R.Civ.P. 15(a)(1)(B) permits Plaintiff to amend its First Amended Complaint as a matter of course 21 days from service on Plaintiff of Defendant's Motion To Dismiss.
3. This is the first and only amended complaint that Plaintiff has filed as a matter of course as permitted by Fed.R.Civ.P. 15(a)(1)(B). Plaintiff's filed its First Amended Complaint as directed by the Court, not as a matter of course and not by motion to amend. ECF No. 7.
4. Damages sought by Plaintiff are within the jurisdictional limits of this Court.
5. Through this Second Amended Complaint, Plaintiff joins three defendants: S&B Global America, Inc., Sung Jae Hwang, and Bo Yoon Choi.
6. Defendant S&B Global, Inc. conceded service of process.
7. Pursuant to Fed.R.Civ.P. 15(a)(1)(B) and L.R. 4.1, Plaintiff intends to collaborate with Nelson Mullins, Defendants' law firm, to secure waiver of service of a summons from the three, newly-joined California Defendants. Plaintiff does not anticipate opposition because the

parties are under the “duty to avoid unnecessary expenses of serving the summons” pursuant to Fed.R.Civ.P. 4(d)(1). Defendant Sung Jae Hwang’s and Defendant Bo Yoon Choi’s marriage to each other and Defendant Sung Jae Hwang’s relationship with Nelson Mullins should also expedite waiver. ECF No. 15-1.

8. Defendant Sung Jae Hwang and Defendant Bo Yoon Choi are married to each other.

9. Defendant S&B Global, Inc. is a corporation organized and existing under the laws of Korea.

10. Defendant S&B Global America, Inc. was incorporated in California on May 11, 2015.

11. Most of the activities that are the subject of this litigation occurred after May 11, 2015.

12. Defendant Bo Yoon Choi is the Chief Executive Officer, Secretary, Chief Financial Officer, and Agent for Service of Process for Defendant S&B Global America, Inc.

13. The address for process of service for Defendant S&B Global America, Inc. is 9 Colonial Dr., Newport Beach, California 92660.

14. 9 Colonial Dr., Newport Beach, California 92660, is a house, not an office building, in Newport Beach, California. Valued at \$4.6 million, the 3,777 square-foot house has four full-baths and a swimming pool.

15. Defendant Bo Yoon Choi and of Defendant Sung Jae Hwang live at 9 Colonial Dr., Newport Beach, California 92660.

16. Defendant Bo Yoon Choi and Defendant Sung Jae Hwang are in the U.S. legally as permanent resident aliens or US citizens.

17. Defendant Bo Yoon Choi and Defendant Sung Jae Hwang are fluent in English.

18. Defendant S&B Global America, Inc. performs commodity brokerage.

19. Defendants conduct their commodity brokerage business from the Newport Beach, California house.

20. Defendant Bo Yoon Choi and/or Defendant Sung Jae Hwang own or control all or a majority of the shares or interests in Defendant S&B Global America, Inc.

21. Defendant Sung Jae Hwang is the president or owner of Defendant S&B Global, Inc.

22. Defendant S&B Global America, Inc. earned or earns commissions from brokering sales of aircraft parts to Korean companies.

23. Defendant Bo Yoon Choi earned or earns a salary or commissions from brokered sales of aircraft parts to Korean companies.

24. Defendant Sung Jae Hwang earned or earns a salary or commissions from brokered sales of aircraft parts to Korean companies.

25. The house located at 9 Colonial Dr., Newport Beach, California 92660 was bought from brokerage commissions earned on sales of aircraft parts to Korean companies.

26. Defendant Bo Yoon Choi and Defendant Sung Jae Hwang operated as individuals and through the two companies that they owned or controlled as a common enterprise to perpetrate the misdeeds outlined in this Second Amended Complaint.

27. Defendant Bo Yoon Choi and operated as individuals and through the two companies they owned or controlled as a common enterprise to unjustly enrich themselves at Plaintiff's expense.

28. Plaintiff is a corporation organized and existing under the law of the State of Texas.

29. Plaintiff buys and sells for export aircraft parts.

30. Plaintiff's headquarters are in Fort Worth, Texas.

31. Plaintiff hired Defendants for the business opportunities in Korea that Defendants directed to Plaintiff in Fort Worth, Texas.

32. Defendant Sung Jae Hwang regularly visited Plaintiff in Fort Worth Texas throughout the relevant periods. These meetings lasted all day over several days.

33. From Plaintiff's Fort Worth headquarters, Plaintiff directed Defendant Sung Jae Hwang's brokering efforts with Korean companies.

34. Defendants provided and directed sales leads with Korean companies to Plaintiff in Fort Worth, Texas.

35. Korean companies paid Plaintiff in Fort Worth, Texas for the aircraft parts they purchased from Plaintiff.

36. As a result of Defendants' brokering efforts and from Plaintiff's headquarters in Fort Worth, Texas, Plaintiff fulfilled the orders from Korean purchasers for aircraft parts.

37. From its headquarters in Fort Worth, Texas, Plaintiff paid brokerage commissions to Defendant S&B Global, Inc.

38. Plaintiff paid commissions to Defendant S&B Global, Inc. from its Fort Worth, Texas headquarters.

39. Plaintiff paid commissions to Defendant S&B Global, Inc. in U.S. dollars.

40. Plaintiff provided Defendants with confidential prices on Plaintiff's inventory of aircraft parts to enable Defendants to broker sales to Korean companies.

41. Without Plaintiff's knowledge or permission and with the intent to undercut Plaintiff's bids, Defendants released and revealed Plaintiff's confidential prices and brands to Plaintiff's competitors.

42. Without Plaintiff's knowledge or permission, Defendants intentionally undermined the relationships and agreements Plaintiff had with existing or prospective customers of its aircraft parts in Korea.

43. Defendants actions disrupted and undermined existing arrangements and prospective sales and business relationships for Plaintiff in Korea.

44. Defendants continue to intentionally disrupt and undermine Plaintiff's business opportunities in Korea.

45. Defendants' actions directly and intentional inflicted enormous financial losses on Plaintiff.

46. Defendants would be liable to Plaintiff for tortious interference even without a written contract between the parties.

47. On January 1, 2009, Plaintiff and Defendant S&B Global, Inc. signed a Representative/Agency Agreement through which Defendant agreed to act as the exclusive sales agent in Korea for Plaintiff.

48. Under the contract, Defendant S&B Global, Inc. provided sales leads to Plaintiff for both long-term and short-term ("spot") contracts on aircraft parts for Korean Airlines.

49. Without Plaintiff's permission or knowledge, Defendant Sung Jae Hwang started working for and representing Adept Fasteners in Korea.

50. Adept Fasteners was and is Plaintiff's direct competitor in Korea.

51. Adept Fasteners has a branch in Arlington, Texas.

52. Defendant Sung Jae Hwang breached the parties' exclusive Representative/Agency Agreement by agreeing to represent Adept Fasteners.

53. Without Plaintiff's knowledge or permission, Defendants caused Korean Airlines to stop doing business with Plaintiff and to instead award contracts to Adept Fasteners.

54. Without Plaintiff's knowledge or permission, Defendants caused Plaintiff to lose spot orders and long-term contracts with Korean Airlines.

55. Defendants benefitted financially from intentionally subverting Plaintiff's business activities in Korea.

56. Among the Korean Airlines sales that Plaintiff lost because of Defendant's actions, Korean Airlines did not award a long-term (three-year) contract from 2019-2021 to Plaintiff. Korean Airlines instead awarded the contract to Plaintiff's competitors, including to Adept Fasteners.

57. As a result of Defendant's actions, Plaintiff lost at least \$2.5 million in profits to Korean Airlines, an amount that is likely to increase as discovery proceeds.

COUNT ONE

INTERFERENCE WITH PROSPECTIVE CONTRACTS AND BUSINESS RELATIONSHIPS

72. Defendants interfered with and damaged Plaintiff's relationship and standing with Korean Airlines thereby depriving Plaintiff of profits that Plaintiff would otherwise have received. Defendants' interference contributed to the damages described above.

COUNT TWO

BREACH OF CONTRACT

73. Defendant Sung Jae Hwang and Defendant S&B Global, Inc. violated their contractual obligations to Plaintiff to serve as Plaintiff's exclusive sales agents in Korea. Defendants' breach resulted in the damages described above.

COUNT THREE

BREACH OF FIDUCIARY DUTY

74. Defendants owed its fiduciary duty to Plaintiff that should have prevented Defendants as Plaintiff's exclusive agents from taking actions that directly harmed their

principal, Plaintiff. Defendants violated that duty by secretly funneling business opportunities to Plaintiff's competitor while enriching themselves. Defendants's contributed to the damages described above.

PRAYER

Plaintiff respectfully requests trial by jury. Plaintiff further requests that the Court enter judgment against Defendants in the amount of at least \$2.5 million in lost profits for breach of contract, lost revenue from interference with prospective contracts and business relationship, and breach of breach of fiduciary duty, plus award Plaintiff any other relief to which Plaintiff is entitled.

Respectfully submitted,

/s/ Oscar Gonzalez

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ATTORNEYS FOR PLAINTIFF

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CERTIFICATE OF SERVICE

On the same that I filed this pleading, I emailed opposing counsel the PACER CM/ECF Document Filing System link to allow opposing counsel to download this pleading.

/s/ Oscar Gonzalez

OSCAR GONZALEZ