

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

STATE OF NEW YORK, *ex rel.* EGALITE LLC,

Plaintiff,

- against -

PINE TREE MEAT & PRODUCE INC. d/b/a
FOOD WORLD FLATLAND, FOOD JUNGLE,
INC. d/b/a FOOD WORLD SUTPHIN,
SONAMOO, INC. d/b/a FOOD WORLD
JAMAICA AVE, CNI MEAT & PRODUCE, INC.
d/b/a FOOD WORLD MERRICK, and HI JONG
LEE,

Defendants.

Index No. 100639/17

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement (“Agreement”) is entered into among the State of New York (the “State”), defendants Pine Tree Meat & Produce Inc., Food Jungle, Inc., Sonamoo, Inc., CNI Meat & Produce, Inc., and owner Hi Jong Lee (collectively, “Defendants”), and relator Egalite LLC (the “Relator”), through their authorized representatives. The above-named parties are hereinafter collectively referred to as “the Parties.”

PREAMBLE

WHEREAS, on or about May 15, 2017, Relator filed a *qui tam* action (the “Action”) captioned *State of New York ex rel. Egalite LLC v. Pine Tree Meat & Produce, Inc. et al.*, Index No. 100639/17, pursuant to the New York False Claims Act, N.Y. State Finance Law §§ 187 *et seq.* (“NYFCA”), alleging that Defendants knowingly made, used,

or caused to be made or used, false statements and records that were material to Defendants' obligations to pay or transmit money to the State; and

WHEREAS, the Office of the Attorney General thereafter commenced an investigation in connection with the allegations of the Relator's complaint; and

WHEREAS, as a result of that investigation, the State contends that it has certain civil claims against Defendants under the NYFCA, the New York Tax Law (the "N.Y. Tax Law"), and Executive Law § 63(12); and

WHEREAS, Defendants have agreed to this Agreement in settlement of the violations alleged below and to avoid the time, expense, and distraction of litigation, and the Office of the Attorney General has agreed to accept the terms of the Agreement and discontinue its investigation in connection with the allegations of the Complaint in the Action; and

WHEREAS, This Agreement is made in compromise of disputed claims and is neither an admission of liability by Defendants nor a concession by the State that its claims are not well founded; and

WHEREAS, Relator claims entitlement under State Fin. Law § 190(6) to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorney's fees and costs.

NOW THEREFORE, in consideration of the mutual promises and obligations of the Agreement, the Parties agree fully and finally to settle this Action pursuant to the Terms and Conditions below:

BACKGROUND

1. Defendants Pine Tree Meat & Produce Inc., Food Jungle, Inc., Sonamoo, Inc., and CNI Meat & Produce, Inc. are corporations with principal places of business in

New York. These defendants are a chain of supermarkets doing business under the name “Food World.” Defendant Hi Jong Lee is the sole owner of these Food World entities.

2. Since at least 2012, Defendants have engaged in a series of tax avoidance schemes by underreporting cash sales and paying workers off the books. Through these schemes, Defendants concealed millions of dollars in taxable income and sales and did not pay withholding taxes for the majority of their employees.

Lottery Cash Register Scheme

3. Defendants Pine Tree Meat & Produce, Inc. and Food Jungle Inc. used standalone cash registers associated with New York State Lottery machines to record cash sales of non-lottery supermarket items, without paying income tax or sales taxes on those cash sales. These Defendants used these “Lottery cash registers,” which were not connected to the computerized online sales system utilized by the stores, to conduct cash sales of groceries and other taxable goods in addition to sales of Lottery games, so that the cash sales would not be recorded in the stores’ online sales system.

4. At the end of the day, Pine Tree and Food Jungle employees separated Lottery sales from the cash grocery and other taxable sales, which they did not report for income tax or sales tax purposes.

Fake Returns Scheme

5. Additionally, Defendants CNI Meat & Produce, Inc. and Food Jungle, Inc. diverted cash proceeds from sales by generating fake return receipts falsely claiming that items sold had been subsequently returned by customers.

6. Defendant Lee caused store managers at these two locations to generate fake return receipts claiming the return of multiple items that in fact were never returned.

Food World employees then provided the withdrawn cash for the allegedly returned items to Defendant Lee, along with the fake return receipts.

7. Though this scheme, these Defendants were able to underreport thousands of dollars in sales revenue (and sales tax) each day. These Defendants did not report the cash proceeds from this scheme for income tax purposes, or remit the sales tax collected on the purchases claimed as “returns.”

Off the Books Payroll Scheme

8. From at least 2012 through 2018, the Defendant entities paid the majority of their employees off the books in cash, avoiding thousands of dollars in withholding deductions every week. Defendants paid less than half of their employees by payroll check, with appropriate withholdings, and paid the majority of their employees in cash and off the books, without withholdings. Defendants paid some employees in part by payroll check, and in part by cash and off the books.

9. Though this scheme, Defendants were able to underreport thousands of dollars in wages each pay period. Defendants did not withhold and remit the proper amount of employer taxes as a result of this scheme.

10. The conduct described in the foregoing Paragraphs 1 through 9 is hereinafter referred to as the “Covered Conduct.”

11. Defendants neither admit nor deny the Covered Conduct alleged above and neither admit nor deny that the Covered Conduct alleged above violates the NYFCA.

TERMS AND CONDITIONS

Settlement Amount

12. Defendants will pay the sum of four million seven hundred thousand dollars (\$4,700,000.00) in U.S. dollars (the “Settlement Amount”) to resolve the Action

and the Office of the Attorney General's investigation and claims that are the subject of a separate closing agreement ("Closing Agreement") between Defendants and the New York State Department of Taxation and Finance ("DTF"). This amount represents the damages and penalties being recovered by the State, taxes, penalties, and interest under the N.Y. Tax Law, the Relator's share, *i.e.*, the share to which the Relator is entitled under New York State Finance Law § 190(6), and the State's attorney's fees and costs.

13. The Settlement Amount is divided into two portions: a portion paid to the State ("State's Share"), and a portion paid to the Relator ("Relator's Share"). The Relator's Share is the portion to which the Relator is entitled under New York State Finance Law § 190(6).

14. Within ten (10) calendar days of the Effective Date (defined below) of this Agreement, Defendants, jointly and severally, agree to pay the State's Share in the sum of three million seven hundred thirteen thousand dollars (\$3,713,000.00) in U.S. dollars. Such payment shall be made by wire transfer pursuant to instructions provided by the Office of the Attorney General. In addition, within ten (10) calendar days of the Effective Date of this Agreement, the Defendants, jointly and severally, agree to pay the Relator's Share of the Settlement Amount in the sum of nine hundred eighty-seven thousand dollars (\$987,000.00) in U.S. dollars. The Defendants have separately agreed to pay Relator one hundred ten thousand dollars (\$110,000.00) in U.S. dollars, representing attorney's fees and costs, within ten (10) calendar days of the Effective Date of this Agreement. Such payments shall be made through electronic transfer to a trust account for Relator, through Relator's counsel, in accordance with written instructions to be provided by Relator's counsel.

15. The State and the Defendants agree that for purposes of Internal Revenue Code (“I.R.C.”) § 162(f):

- a. Of the Settlement Amount, \$2,366,241.00 constitutes an amount paid as taxes due within the meaning of I.R.C. § 162(f)(4).

16. Defendants agree that they will not claim, assert, or apply for a tax deduction or tax credit on any New York State or New York City tax return, for any portion of the amount due under this Agreement or the Closing Agreement.

17. In consideration of the obligations of Defendants as set forth in this Agreement, Relator and the State, within thirty (30) days after receipt of the payments described in Paragraph 14 of this Agreement, shall file, pursuant to CPLR 3217(a), a Notice of Discontinuance of the Action with prejudice, subject to the exceptions set forth in this Agreement.

Releases

18. Subject to the exceptions in the next Paragraph, in consideration of the obligations of Defendants set forth in this Agreement, conditioned upon the full payment by Defendants of the Settlement Amount and subject to Paragraph 28 herein (concerning bankruptcy proceedings commenced within ninety-one (91) days of the Effective Date of this Agreement or any payment to the State under the Agreement, whichever is later), the State releases Defendants from any civil or administrative monetary claim the State has or may have for the Covered Conduct under the New York False Claims Act, N.Y. State Fin. Law §§ 187 *et seq.*

19. This Agreement specifically does not release any person or entity from any of the following liabilities:

- a. Any civil, criminal, or administrative liability arising under state or municipal tax laws;
- b. Any criminal liability;
- c. Any civil liability that Defendants have or may have under any state statute, regulation, or rule not covered by this Agreement;
- d. Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon such obligations as are created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability for personal injury or property damage arising from the Covered Conduct;
- h. Any liability for failure to deliver goods or services due; and
- i. Any civil or administrative liability of individuals, except as provided for herein.

20. Nothing herein affects the obligations or duties of Defendants prescribed by the Closing Agreement executed by Defendants with DTF, nor the rights of DTF under that Closing Agreement.

21. In consideration of the obligations of Defendants in this Agreement, conditioned upon the full payment by Defendants of the Settlement Amount, Relator, for himself, and for his heirs, personal representatives, legal representatives, successors,

attorneys, agents and assigns, releases Defendants from any civil monetary claim Relator has on behalf of the State or any local governments within the State for the Covered Conduct under the New York False Claims Act, N.Y. State Fin. Law §§ 187 *et seq.*

22. Defendants, for themselves and their respective heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, fully and finally release the State, its agencies, officers, employees, servants, attorneys, and agents from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the State, its agencies, officers, employees, servants, attorneys, agents and assigns, related to the Covered Conduct and the State's investigation and prosecution thereof.

23. Defendants for themselves and their respective heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns fully and finally release Relator, his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relator, his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, related to the Covered Conduct and Relator's and the State's investigations and prosecution concerning the Action.

24. The Relator, for himself individually, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, fully and finally releases the State, its agencies, officers, employees, servants, attorneys, and agents

from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against the State, arising out of the filing of the Action or from any other claim for a share of the settlement proceeds. Relator accepts the payment described in Paragraph 14 in full settlement of any claims Relator may have against the State under this Agreement or as a result of the Action. This Agreement does not resolve or in any manner affect any claims the State has or may have against Relator arising under State tax laws, or any claims arising under this Agreement.

25. Relator, and each of his respective heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, agrees not to object to this Agreement and agrees and confirms that this Agreement is fair, adequate, and reasonable pursuant to New York State Finance Law § 190(5)(b)(ii).

26. The State has agreed to the terms of this Agreement based on, among other things, the representations made to the Office of the Attorney General by Defendants and their counsel, including but not limited to sworn financial disclosures, the accuracy and completeness of which the State has relied on in reaching this Agreement. To the extent that any material representations or non-disclosures are later found to be inaccurate or misleading, the Office of the Attorney General may at its option and in its sole discretion: (a) rescind this Agreement as to Defendants and file claims against Defendants based on the Covered Conduct, or (b) let this Agreement stand and collect from Defendants the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Defendants that was not previously disclosed or was disclosed inaccurately or misleadingly to the Office of the Attorney General by Defendants.

Defendants each agree not to contest any collection action undertaken by the State pursuant to this provision, and immediately to pay the State all reasonable costs incurred in such an action, including attorney's fees and expenses.

27. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made to or relied upon by Defendants in agreeing to this Agreement. Defendants acknowledge that they have entered this Agreement freely and voluntarily and upon due deliberation with the advice of counsel.

Bankruptcy and Non-Payment

28. If within ninety-one (91) days of the Effective Date of this Agreement or of any payment made under this Agreement, Defendants or a third party commences any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of its or their debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of its or their assets, Defendants agree as follows:

- a. Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) their obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) they were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment of the Settlement Amount; or (iii) the mutual promises, covenants, and obligations set forth in this

Agreement do not constitute a contemporaneous exchange for new value given to Defendants.

- b. If Defendants' obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State, at its sole option, may rescind the releases in this Agreement insofar as it affects the State and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided above, and Defendants agree that (i) any such claims, actions, or proceedings brought by the State are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the State's claims, actions, or proceedings are subject to an automatic stay; (ii) they shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceedings that are brought by the State within 60 calendar days of written notification to Defendants that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of the Agreement; and (iii) the State has a valid claim against Defendants in the amount of treble damages plus penalties under the New York False Claims Act, and may pursue its claim in the case, action, or proceeding referenced

in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

- c. Defendants acknowledge that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

29. In the event of the failure by Defendants to make any or all payments of the Settlement Amount, including the State's Share and the Relator's Share, when due according to Paragraph 14, the State will provide written notice of the non-payment to the Defendants. Such notice shall be given to the person and address designated in Paragraph 41 by (i) delivery in person, or (ii) a nationally recognized next-day courier service. Notice so given shall be effective upon (i) receipt, or (ii) on the fifth (5th) day following mailing, whichever occurs first. Any notice to Defendants shall be simultaneously provided to Allen Perlstein, Esq., by electronic mail at aperlstein@hkplaw.com. Defendants shall have an opportunity to pay the unpaid balance within five (5) calendar days from the effective date of the notice. If Defendants fail to pay the overdue unpaid balance of their payment obligations under this Agreement within five (5) calendar days from the effective date of the notice of non-payment ("Default"), the State, in its sole discretion, may declare or do any or all of the following, or may exercise, without limitation, any remedies available under law, including:

- a. The State may declare the entire Settlement Amount, less any payments already made, immediately due and payable, with unpaid amounts bearing the Default rate of interest at the interest rate set forth in New York Civil

Practice Law and Rules § 5004 beginning as of the date of Default until payment of the remaining Settlement Amount is made in full; and/or

- b. Pursue all available remedies to enforce this Agreement and remedy violations of this Agreement. In the event of a Default as described above, Defendants agree not to contest any action to enforce this Agreement or any other collection action undertaken by the State pursuant to this Paragraph or pursuant to law, and Defendants agree to pay the State, without limitation, all reasonable costs of collection and enforcement of this Agreement, including attorney's fees, expenses and court costs; and/or
- c. Rescind its agreement to this Agreement as to Defendants and reinstitute an action or actions against Defendants in this Court. In the event the State reinstitutes such action, Defendants: (1) expressly agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims which (i) are filed by the State after the written notification to Defendants of Default, and (ii) relate to the Covered Conduct, and (2) further waive and will not assert any defenses Defendants may have to any civil or administrative action relating to the Covered Conduct.

30. In the event of the failure by Defendants to make any or all payments of the Relator's Share when due according to Paragraph 14, the Relator will provide written notice of the non-payment to Defendants. Such notice shall be given to the person and address designated in Paragraph 41 by (i) delivery in person, (ii) a nationally recognized

next day courier service, or (iii) first class, registered or certified mail, postage prepaid. Notice so given shall be effective upon (i) receipt, or (ii) on the fifth (5th) day following mailing, whichever occurs first. Defendants shall have an opportunity to pay the unpaid balance within five (5) calendar days from the effective date of the notice. If Defendants fail to pay the overdue unpaid balance of their payment obligations for the Relator's Share under this Agreement within five (5) calendar days from the effective date of the notice of non-payment ("Relator's Share Default"), the Relator, in its sole discretion, may declare or do any or all of the following:

a. The Relator may declare the entire Relator's Share, less any payments already made, immediately due and payable, with unpaid amounts bearing the Default rate of interest at the interest rate set forth in New York Civil Practice Law and Rules § 5004 beginning as of the date of Relator's Share Default until payment of the remaining Relator's Share is made in full; and/or

b. Institute an action or actions against Defendants in this Court to collect the unpaid amounts of the Relator's Share plus applicable interest.

Defendants agree not to contest any action to enforce this Agreement with respect to the Relator's Share or any other collection action undertaken by the Relator pursuant to this Paragraph, and Defendants agree to pay the Relator all reasonable costs of collection and enforcement of this Agreement, including attorney's fees and expenses.

Additional Terms

31. Defendants represent and warrant, through the signatures below, that the terms and conditions of this Agreement are duly approved, and that execution of this Agreement is duly authorized.

32. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

33. Defendants shall not take any action or make any statement denying, directly or indirectly, the propriety of this Agreement or expressing the view that this Agreement is without factual basis. Nothing in this Paragraph affects Defendants' testimonial obligations or its right to take legal or factual positions in defense of litigation or other legal proceedings to which the State is not a party.

34. This Agreement is made in compromise of disputed claims and is not intended, and should not be construed, as an admission of liability by Defendants nor a concession by the State that its claims are not well founded.

35. This Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

36. Except as provided in Paragraphs 14, 29, 30, and 44, each Party shall bear its own legal and other costs incurred in connection with this matter.

37. This Agreement constitutes the complete agreement between and among the Parties, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Agreement.

38. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, provided that no Party, other than the Office of the Attorney General, may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Office of the Attorney General.

39. In the event that any one or more of the provisions contained in this Agreement, other than provisions concerning payment and release, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

40. Any failure by the State to insist upon the strict performance by Defendants and/or Relator of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by the Relator and/or Defendants. Any failure by Relator to insist upon the strict performance by Defendants of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Relator, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed the Defendants.

41. All communications from any Party concerning the subject matter of this Agreement shall be addressed as follows:

If to the State of New York:

David E. Farber
Assistant Attorney General
Office of the New York Attorney General
Taxpayer Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-6012

If to Relator:

Robert W. Sadowski, Esq.
ROBERT W. SADOWSKI PLLC
800 Third Avenue, 28th floor
New York, New York 10022
(646) 503-5341

If to Defendants:

Allen Perlstein, Esq.
HARFENIST KRAUT & PERLSTEIN LLP
3000 Marcus Ave, Suite 2E1
Lake Success, NY 11042
(516) 355-9610

42. Except for written notices of Defendants' non-payment issued by the State or Relator, the sending and receipt of which shall be governed by the provisions in Paragraphs 29 and 30 respectively, all communications from any Party to another Party concerning this Agreement shall be sent by United States mail with return receipt requested or overnight delivery service with signature required to the signatory counsel for each Party, unless such communications are sent by email and a reply is written without objection to the electronic means of communication.

43. In any subsequent investigation, civil action, or proceeding by the State to enforce this Agreement, or for violations of the Agreement, Defendants expressly agree and acknowledge that any statute of limitations or other time-related defenses are tolled from and after the effective date of this Agreement, and that the State may use

statements, documents or other materials produced or provided by the Defendants prior to or after the effective date of this Agreement.

44. If a court of competent jurisdiction determines that Defendants have breached this Agreement, other than by failing to pay amounts owed under the Agreement, the remedy for which is described in Paragraphs 29 and 30, Defendants shall pay to the Office of the Attorney General and/or to Relator the cost, if any, of obtaining such determination and of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.

45. Any headings, titles and subtitles contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

46. This Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement will be the Supreme Court of the State of New York, New York County.

47. This Agreement is effective on the date of signature of the last signatory of the Agreement (the "Effective Date"). Facsimiles and .pdfs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.


48. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Agreement is executed by the Parties hereto.

THE STATE OF NEW YORK

Dated: 12/4/2020

LETITIA JAMES
New York State Attorney General

BY: 

David E. Farber

Assistant Attorney General
Office of the New York Attorney General
Taxpayer Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-6012

RELATOR EGALITE LLC

Dated: _____

EGALITE LLC

By: _____
[OFFICER NAME]
[OFFICER TITLE]

Dated: _____

ROBERT W. SADOWSKI PLLC

By: _____
Robert W. Sadowski, Esq.

800 Third Avenue, 28th floor
New York, New York 10022
(646) 503-5341

Attorney for Relator

IN WITNESS WHEREOF, the Agreement is executed by the Parties hereto.

THE STATE OF NEW YORK

Dated: _____

LETITIA JAMES
New York State Attorney General

BY: _____

David E. Farber

Assistant Attorney General
Office of the New York Attorney General
Taxpayer Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-6012

RELATOR EGALITE LLC

Dated: 12/3/2020

EGALITE LLC

By: _____

[OFFICER NAME]

[OFFICER TITLE]

MANAGING MEMBER

ROBERT W. SADOWSKI PLLC

Dated: 12/3/2020

By: _____

Robert W. Sadowski, Esq.

800 Third Avenue, 28th floor
New York, New York 10022
(646) 503-5341

Attorney for Relator

DEFENDANTS

Dated: 12/4/2020



Hi Jong Lee

Dated: 12/4/2020

PINE TREE MEAT & PRODUCE INC.

By: 

Hi Jong Lee
President

Dated: 12/4/2020

FOOD JUNGLE, INC.

By: 

Hi Jong Lee
President

Dated: 12/4/2020

SONAMOO, INC.

By: 

Hi Jong Lee
President

Dated: 12/4/2020

CNI MEAT & PRODUCE, INC.

By: 

Hi Jong Lee
President

Dated: 12/4/2020

HARFENIST KRAUT & PERLSTEIN LLP

By: 

Allen Perlstein, Esq.

3000 Marcus Ave, Suite 2E1
Lake Success, NY 11042
(516) 355-9610

Attorneys for Defendants