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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OSCAR DIAZ GOMEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

WEST CENTRAL PRODUCE, INC., a
California corporation; WEST CENTRAL
FOOD, LLC, a California limited liability
company, MICHAEL DODO, an individual,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **22STCV39254**

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 1194, 510, and 558.1;**
- (2) VIOLATION OF LABOR CODE
SECTION 227.3;**
- (3) VIOLATION OF IWC WAGE
ORDER 7-2001 § 5;**
- (4) VIOLATION OF LABOR CODE
SECTION 226 and 558.1;**
- (5) VIOLATION OF LABOR CODE
SECTIONS 201-204 and 558.1;**
- (6) VIOLATION OF LABOR CODE
SECTION 1400 *et seq.* (CALIFORNIA
WARN ACT); AND**
- (7) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Oscar Diaz Gomez ("Plaintiff") hereby submits his Class Action Complaint for
2 Damages against Defendants West Central Produce, Inc., West Central Food, LLC, Michael
3 Dodo, and DOES 1 through 50, inclusive (collectively, "Defendants"), on behalf of himself
4 and the Class of other similarly situated current and former employees of Defendants for
5 minimum wages, vested vacation wages, reporting time pay, and penalties as follows:

6 **INTRODUCTION**

7 1. This class action is brought pursuant to Labor Code §§ 201 to 204, 226, 227.3,
8 510, 558.1, 1194, 1400 (the "WARN Act"), Industrial Welfare Commission ("IWC") Wage
9 Order 7-2001 (codified as California Code of Regulations Title 8 § 11070), and Business and
10 Professions Code § 17200 *et seq.* (Unfair Competition Law ("UCL")).

11 2. This Complaint challenges Defendants' systemic illegal employment practices
12 resulting in violations of the stated provisions of the Labor Code and Business and Professions
13 Code against the identified class of employees.

14 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
15 severally acted intentionally and with deliberate indifference and conscious disregard to the
16 rights of all employees in (1) failing to pay all minimum wages; (2) failing to pay all vested
17 vacation wages; (3) failing to pay reporting time pay; (4) failing to provide requisite notice of
18 mass layoff; (5) failing to provide accurate wage statements; and (6) failing to pay all wages
19 due and owing upon termination of employment.

20 **JURISDICTION AND VENUE**

21 4. This class action is brought pursuant to California Code of Civil Procedure §
22 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the
23 Superior Court and will be established according to proof at trial. The damages sought by
24 Plaintiff individually are less than \$75,000.00.

25 5. This Court has jurisdiction over this action pursuant to California Constitution,
26 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes
27 except those given by statute to other courts. The statutes under which this action is brought do
28 not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code §§ 203, 203.1, 226, 227.3, 510, 558.1, 1194, the WARN Act, the UCL, and IWC Wage Order 7-2001.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

11. Plaintiff is informed and believes and thereon alleges that Defendant West Central Food, LLC, is a limited liability company licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

13. Plaintiff does not know the true names or capacities, whether individual, partner

1 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
2 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
3 this complaint when the true names and capacities are known. Plaintiff is informed and
4 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
5 some way for the matters alleged herein and proximately caused Plaintiff and members of the
6 general public and the Class to be subject to the illegal employment practices, wrongs and
7 injuries complained of herein.

8 **14.** At all times herein mentioned, Defendants, and each of them, were agents,
9 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
10 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
11 the course and scope of their authority as such agents, partners, joint venturers, representatives,
12 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
13 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
14 authorization and consent of each Defendant designated herein.

15 As such, and based upon all the facts and circumstances incident to Defendants'
16 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 227.3, 510
17 558.1, 1194, the WARN Act, IWC Wage Order 7-2001, and the UCL.

18 **CLASS ACTION ALLEGATIONS**

19 **15. Definition:** Plaintiff seeks class certification pursuant to California Code of
20 Civil Procedure § 382 of a class of all non-exempt employees of Defendants who worked in
21 California during the period from June 17, 2018¹ to the present, including the following
22 Subclasses:

- 23 (a) **Minimum Wage Subclass** all Defendants' non-exempt employees who
24 worked in California and were not properly paid all minimum wages
25 during the period from June 17, 2018 to the present;
26

27 ¹ Pursuant to Emergency Rule 9 of the Judicial Council of California's emergency rules
28 related to the COVID-19 pandemic, "[n]otwithstanding any other law, the statutes of
limitations and repose for civil causes of action that exceed 180 days are tolled from April 6,
2020, until October 1, 2020."

- (b) **Vacation Pay Subclass:** all Defendants' non-exempt employees who worked in California during the period from June 17, 2018 to the present, and who were not properly paid all accrued vacation wages on termination;
- (c) **Reporting Time Pay Subclass:** all Defendants' non-exempt employees who worked in California and who reported to work and had their scheduled work shift cancelled and/or reduced to less than half of the original scheduled shift, during the period from June 17, 2018 to the present;
- (d) **Wage Statement Subclass:** all Defendants' non-exempt employees who worked in California and received an itemized wage statement during the period of June 17, 2019 to the present;
- (e) **Terminated Employee Subclass:** all Defendants' non-exempt employees who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of June 17, 2019 to the present;
- (f) **Bounced Check Subclass:** all Defendants' non-exempt employees who worked in California and who were paid by Defendants with a check that bounced at any time during the period of June 17, 2018 to the present;
- (g) **WARN Act Subclass:** all Defendants' non-exempt employees who worked in California and whose employment with Defendants terminated without notice on or about March 17, 2020.

16. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

17. Adequacy of Representation: Plaintiff is fully prepared to take all necessary

steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

18. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all minimum wages; (2) failing to pay all vested vacation wages; (3) failing to pay reporting time pay; (4) failing to provide requisite notice of mass layoff; (5) failing to provide accurate wage statements; (6) failing to timely pay all wages due and owing upon termination of employment; and (7) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

19. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning whether Defendants' policies and practices regularly denied Class Members minimum wages, reporting time pay, accurate wage statements, and wages upon termination of employment.

20. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor Code §§ 201 to 204, 226, 227.3, 510, 1194, the WARN Act, IWC Wage Order No. 7-2001, and the UCL. Plaintiff regularly worked over 10 hours per day and over 40 hours per week, but was not paid all minimum wages. Plaintiff received wage statements during his employment. Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid all wages due and owing him upon termination. Plaintiff was terminated without notice on March 17, 2020. Plaintiff was not paid his vested vacation wages upon termination. Plaintiff was not paid reporting time pay when he reported to work but was sent home early and did not work at least half the scheduled day's work. Plaintiff was paid his wages with a bounced check on at least one occasion.

21. The Labor Code upon which Plaintiff bases his claims is broadly remedial in

1 nature. These laws and labor standards serve an important public interest in establishing
2 minimum working conditions and standards in California. These laws and labor standards
3 protect the average working employee from exploitation by employers who may seek to take
4 advantage of superior economic and bargaining power in setting onerous terms and conditions
5 of employment.

6 **22.** The nature of this action and the format of laws available to Plaintiff and
7 members of the Class identified herein make the class action format a particularly efficient and
8 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
9 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
10 advantage since it would be able to exploit and overwhelm the limited resources of each
11 individual plaintiff with their vastly superior financial and legal resources. Requiring each
12 Class Member to pursue an individual remedy would also discourage the assertion of lawful
13 claims by employees who would be disinclined to file an action against their former and/or
14 current employer for real and justifiable fear of retaliation and permanent damage to their
15 careers at subsequent employment.

16 **23.** The prosecution of separate actions by the individual Class Members, even if
17 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
18 respect to individual Class Members against the Defendants and which would establish
19 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
20 respect to individual Class Members which would, as a practical matter, be dispositive of the
21 interest of the other Class Members not parties to the adjudications or which would
22 substantially impair or impede the ability of the Class Members to protect their interests.
23 Further, the claims of the individual members of the Classes are not sufficiently large to
24 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

25 **24.** Such a pattern, practice and administration of corporate policy regarding illegal
26 employee compensation described herein is unlawful and creates an entitlement to recovery by
27 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
28 amount of minimum wages, vested vacation wages, and penalties, including interest thereon,

attorneys' fees and costs of suit, as well as consequential damages.

25. Proof of a common business practice or factual pattern, which Plaintiff experienced and is representative of, will establish the right of each Class Member to recovery on the causes of action alleged herein.

26. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. This action is brought for the benefit of the entirety of all Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 1194, 510, and 558.1

REGARDING MINIMUM WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF

THE CLASS AND SUBCLASSES (a), (d), and (e))

27. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26 as though fully set forth herein.

28. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked pursuant to the mandate of Labor Code §§ 510, 1194, and the applicable Wage Order. Further, pursuant to the mandate of Labor Code § 558.1, any person acting on behalf of the employer, who violates or causes to be violated Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer.

29. As a pattern and practice, Defendants regularly failed to compensate their employees for all hours worked, resulting in a failure to pay all minimum wages.

30. This resulted in Plaintiff and the Class and Subclasses (a), (d), and (e) receiving total wages in an amount less than minimum wage.

31. Such a pattern, practice and administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (a), (d), and (e) in a civil action, for the unpaid balance of the full amount of minimum wages owing, including liquidated damages, interest,

attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 1194, 510, and 558.1.

32. Defendants' willful failure to provide Plaintiff and the Class and Subclasses (a), (d), and (e) the wages due and owing them upon separation from employment results in continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 227.3

REGARDING VESTED VACATION WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF

THE CLASS AND SUBCLASSES (b), (d), and (e))

33. Plaintiff re-alleges and incorporate by reference paragraphs 1 through 32 as though fully set forth herein.

34. This cause of action is brought pursuant to Labor Code § 227.3 which prohibits employers from forfeiting the vested vacation wages of their employees.

35. As a pattern and practice, Defendants failed to pay Plaintiff and the Class and Subclasses (b), (d), and (e) their vested vacation wages, including vested PTO days, personal day, floating holidays, and other paid-time-off/vacation pay, upon termination of employment.

36. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (b), (d), and (e) in a civil action for damages and wages owed and for costs and attorneys' fees.

37. Defendants' willful failure to provide Plaintiff and the Class and (b), (d), and (e) **the** wages due and owing them upon separation from employment results in continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF IWC WAGE ORDER 7-2001 § 5;**

3 **REGARDING REPORTING TIME PAY**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
5 **SUBCLASSES (c), (d) and (e))**

6 **38.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as
7 though fully set for herein.

8 **39.** This cause of action is brought pursuant to IWC Wage Order 7-2001 § 5, which
9 provides that employees are entitled to reporting time pay each workday they report to work
10 for a scheduled work shift and are either not put to work or are put to work for less than half of
11 the original scheduled shift.

12 **40.** As a pattern and practice, Defendants regularly failed to pay Plaintiff and the
13 Class and Subclasses (c), (d) and (e) for reporting time pay. Plaintiff asserts he and the Class
14 and Subclasses (c), (d) and (e) would report to work for scheduled shifts only to have their
15 shifts cancelled or cut short for a lack of work.

16 **41.** Such a pattern, practice and uniform administration of corporate policy as
17 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
18 Class and Subclasses (c), (d) and (e) in a civil action, for all damages and/or penalties pursuant
19 to IWC Wage Order 7-2001, including interest thereon, penalties, reasonable attorneys' fees,
20 and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTIONS 226 AND 558.1**

23 **REGARDING RECORD KEEPING**

24 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
25 **THE CLASS AND SUBCLASSES (a), (b), (c), and (d))**

26 **42.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as
27 though fully set forth herein.

28 **43.** At all times relevant herein, Defendants were required to maintain accurate

records pursuant to the mandate of Labor Code § 226. Further, pursuant to the mandate of Labor Code § 558.1, any person acting on behalf of the employer, who violates or causes to be violated Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer.

44. In violation of Labor Code § 226, Defendants failed in their affirmative obligation to keep *accurate* records for their California employees. For example, as a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records of Plaintiff and the Class and Subclasses (a), (b), (c), and (d)'s gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate. Plaintiff received at least one such wage statement during his employment with Defendants.

45. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and Subclasses (a), (b), (c), and (d) identified herein, in a civil action, for all damages and/or penalties pursuant to Labor Code § 226 and 558.1, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 203 AND 558.1

REGARDING WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF

THE CLASS AND ALL SUBCLASSES

46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as though fully set for herein.

47. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204. Additionally, at all times relevant herein, Defendants were prohibited from paying their employees by check that was refused payment for insufficient funds pursuant to California Labor Code § 203.1. Further, pursuant to the mandate of Labor Code § 558.1, any

1 person acting on behalf of the employer, who violates or causes to be violated Labor Code §§
2 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer.

3 **48.** As a result of Defendants' alleged Labor Code violations alleged above,
4 Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages
5 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
6 Labor Code § 203.

7 **49.** Additionally, on at least one occasion, Defendants paid their employees by
8 check that was refused payment for insufficient funds, and accordingly owe penalties pursuant
9 to Labor Code § 203.1.

10 **50.** The conduct of Defendants and their agents and employees as described herein
11 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
12 managerial employees of Defendants.

13 **51.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
14 the wages due and owing them upon separation from employment results in a continuation of
15 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
16 Members who have separated from employment are entitled to compensation pursuant to
17 Labor Code §§ 203 and 558.1.

18 **SIXTH CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE SECTION 1400 *et seq.* (CALIFORNIA WARN ACT)**

20 **REGARDING ADVANCE NOTICE OF TERMINATION**

21 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFF ON BEHALF OF**

22 **THE CLASS AND SUBCLASSES (d), (e), and (g))**

23 **52.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 51 as
24 though fully set forth herein.

25 **53.** This cause of action is brought pursuant to Labor Code § 1400 *et seq.*, which
26 requires commercial facilities that employ over 75 persons to provide written notice of mass
27 termination to their employees at least 60 days prior to the date of termination, or under
28 Executive Order N-31-20, as much notice as was practicable.

1 **54.** On or about Mary 17, 2020, Defendants ceased all operations at their business
2 located in Los Angeles County, and terminated all employees then employed with Defendants.
3 Defendants failed to provide any written notice of termination to their employees.

4 **55.** At the time Defendants ceased operations, they employed over 75 persons.

5 **56.** Such uniform mass termination as described herein is unlawful and creates an
6 entitlement to recovery by Plaintiffs and the Class and Subclasses (d), (e), and (g) in a civil
7 action for back pay of 60 days or one-half the number of days the employee was employed,
8 whichever period is smaller, including interest, attorneys' fees, and costs of suit according to
9 the mandate of California Labor Code § 1404.

10 **SEVENTH CAUSE OF ACTION**

11 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

13 **THE CLASS AND ALL SUBCLASSES)**

14 **57.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 56 as
15 though fully set for herein.

16 **58.** Defendants, and each of them, have engaged and continue to engage in unfair
17 and unlawful business practices in California by practicing, employing and utilizing the
18 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
19 all minimum wages, (2) all vested vacation wages, (3) reporting time pay, (4) notice of mass
20 layoff, (5) accurate wage statements, and (6) all wages due and owing upon termination of
21 employment.

22 **59.** Defendants' utilization of such business practices constitutes unfair, unlawful
23 competition and provides an unfair advantage over Defendants' competitors.

24 **60.** The acts complained of herein occurred within the last four years preceding the
25 filing of the complaint in this action.

26 **61.** Defendants have engaged in unlawful, deceptive and unfair business practices,
27 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
28 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working

condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

62. Plaintiff seeks, on his own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all minimum wages owed, and for costs and attorney's fees;
5. Upon the Second Cause of Action, for all vested for all vested vacation wages pursuant to Labor Code § 227.3, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for all reporting time pay owed, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203, for wages and fringe benefits owed according to proof pursuant to California Labor Code § 203.1, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for back pay of 60 days or one-half the number of days the employee was employed, whichever period is smaller, and for costs and attorneys' fees;

10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and

11. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.5, 218.6, 226, 227.3, 558.1, 1194, 1400, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: December 19, 2022

YOON LAW, APC

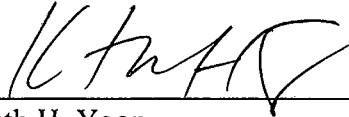
Kenneth H. Yoon
Attorneys for Plaintiff Oscar Diaz Gomez

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, for himself and the Class and Subclasses, hereby demands a jury trial as
3 provided by California law.

4
5 Dated: December 19, 2022

YOON LAW, APC

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8 Kenneth H. Yoon
9 Attorneys for Plaintiff Oscar Diaz Gomez
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