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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

11 DYLAN YEISER-FODNESS, an
12 individual,

13 Plaintiff,

14 v.

15 MASTER DOG TRAINING, a
16 California corporation; 5 STAR K-9
17 ACADEMY, INC., a California
18 corporation; Ekaterina Korotun, an
19 individual; and DOES 1 through 25,
20 inclusive,

21 Defendants.

Case No.: 22STCV21852

*[Assigned for All Purposes to the Hon.
Armen Tamzarian, Dept. 52]*

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO
DEFENDANTS' MOTION TO COMPEL
ARBITRATION AND TO STAY OR
DISMISS PROCEEDINGS**

*[Filed Concurrently with Declaration of
Young W. Ryu]*

Date: November 30, 2022

Time: 8:30 a.m..

Place: Dept. 52

Complaint Filed: July 6, 2022

Trial Date: None set

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiff Dylan Yeiser-Fodness (“Plaintiff”) submits the following
3 Memorandum of Points and Authorities in support of his Opposition to Defendant
4 Master Dog Training’s (“Defendant”) Motion to Compel Arbitration and To Stay or
5 Dismiss Proceedings.

6 **I. INTRODUCTION**

7 On July 6, 2022, Plaintiff filed his complaint (“the Complaint”) against
8 Defendants alleging the following eight (8) causes of action: (1) Violation of Labor
9 Code § 226 (Failure to Provide Complete And Accurate Itemized Statements); (2)
10 Violation of Labor Code § 1194, Et Seq. (Failure to Pay Overtime and Double Time
11 Compensation); (3) Violation of Labor Code § 1198.5 (Failure to Permit Inspection
12 or Copying of Personnel File); (4) Violation of Labor Code §§ 226.7, 512, 558, and
13 1198 (Failure to Provide Rest and Meal Breaks); (5) Violation of Labor Code §§ 201-
14 203 (Failure to Pay All Compensation Owed Upon Termination); (6) Retaliation in
15 Violation of Cal. Labor Code § 98.6; (7) Tortious Wrongful Termination in Violation
16 of Public Policy; and (8) Violations of Cal. B&P Code §§ 17200, Et Seq. Prior to
17 being wrongfully terminated by Defendants, Plaintiff worked for Defendants as a
18 dog trainer for two (2) years, from approximately October 2, 2020, until April 24,
19 2022.

20 Defendants did not file an Answer to Plaintiff’s Complaint until October 11,
21 2022. Entries of Default have been granted against Defendants 5 Star K-9
22 Academy, Inc., and Ekaterina Korotun. Plaintiff propounded an initial set of
23 written discovery on August 17, 2022, to which Defendants have not responded as of
24 the filing of this motion. On October 14, 2022, Defendants filed their Motion to
25 Compel Arbitration and To Stay or Dismiss Proceedings (“the Motion”). Plaintiff
26 hereby submits his Memorandum of Points and Authorities in support of his
27 Opposition to Defendants’ Motion. Plaintiff respectfully requests the Court to deny
28 Defendants’ Motion in its entirety.

1 **II. LEGAL STANDARD FOR ENFORCEMENT OF ARBITRATION**
2 **AGREEMENT**

3 A petition to compel arbitration is a suit in equity seeking specific
4 performance of a contract. (*Eng'rs & Architects Assn. v. Cmty. Dev. Dept.* (1994) 30
5 Cal.App.4th 644, 653.) The party seeking to compel arbitration bears the burden of
6 proving by a preponderance of the evidence the existence of an agreement to
7 arbitrate. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394,
8 413; *Tiri v. Lucky Chances, Inc.* (2014) 226 Cal.App.4th 231, 240.) Only if an
9 agreement has been proved does the burden shift to the party opposing arbitration
10 to demonstrate a defense to the enforcement of the agreement. (*Engalia v.*
11 *Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) There is no public
12 policy that favors the arbitration of disputes the parties did not agree to arbitrate.
13 (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 890.)

14 California principles of contract interpretation apply to whether the parties
15 objectively intended to submit to arbitration. (*Aanderud v. Superior Court* (2017)
16 13 Cal.App.5th 880, 890.) “The initial step in determining whether there is an
17 enforceable ADR agreement between [Plaintiff and Defendant] involves applying
18 ordinary state law principles that govern the formation and interpretation of
19 contracts in order to ascertain whether the parties have agreed to some alternative
20 form of dispute resolution. Under both federal and California state law, arbitration
21 is a matter of contract between the parties.” (*Badie v. Bank of Am.* (1998) 67
22 Cal.App.4th 779, 787-788.) Both the U.S. Supreme Court and the California
23 Supreme Court, state, the policy favoring arbitration is predicated on a policy of
24 enforcing the parties’ intent.

25 By “intent” the courts are referring to objectively viewed, expressed intent.
26 “Under California law, contracts are interpreted by an objective standard; the words
27 of the contract control, not one party’s subjective intentions.” (*Global Packaging,*
28 *Inc. v. Superior Court* (2011) 196 Cal.App.4th 1623, 1634.) The objective standard

1 relies in the first instance on the contract language. (Civ. Code § 1639) and that is
2 how we ascertain the parties' intent. (*ASP Props. Grp., L.P. v. Fard, Inc.* (2005) 133
3 Cal.App.4th 1257, 1269.)

4 “The doctrine of unconscionability ‘refers to’ and absence of meaningful choice
5 on the part of one of the parties together with contract terms which are
6 unreasonably favorable to the other party.” (*Ramos v. Superior Court* (2018) 28
7 Cal.App.5th 1042, 1063.) There is both a procedural and substantive aspect of
8 unconscionability; the former focuses on “oppression” or “surprise” due to unequal
9 bargaining power, the latter on “overly harsh” or “one-sided” results. (*Id.*)

10 “Both procedural and substantive unconscionability must be present for the
11 court to refuse to enforce a contract under the doctrine of unconscionability
12 although ‘they need not be present in the same degree.’” (*Id.*) Essentially, the court
13 applies a sliding scale to the determination: “[T]he more substantively oppressive
14 the contract term, the less evidence of procedural unconscionability is required to
15 come to the conclusion that the term is unenforceable, and vice versa.” (*Id.*)

16 **III. ARGUMENT**

17 In sum, Plaintiff respectfully requests the Court to deny Defendants' Motion
18 in its entirety for the reasons articulated below.

19 **A. Defendants Have Failed to Establish That There Is an** 20 **Enforceable Arbitration Agreement Because the Proposed** 21 **Agreement Does Not Apply to Plaintiff's Employment with** 22 **Defendants.**

23 By its own terms, the proposed arbitration agreement presented by
24 Defendants (“the Agreement”) has no application to Plaintiff's claims in this case
25 because it does not govern his employment relationship with Defendants. Not only
26 is the Agreement titled “Agreement *for Training Services*” (emphasis added), but
27 part 3, subpart C, specifies that “[the] Agreement states all the terms and
28 conditions that apply *to all training services* provided by the Academy.” (Emphasis

1 added.) If that were not enough, part 8, subpart B, titled “No Employee
2 Relationship,” unequivocally states that “Student is not and will not be deemed to
3 be an employee of Academy.”

4 Defendants appear to claim that although the contract was not an
5 employment agreement, and did not create any employment relationship, it is still
6 enforceable in this action because it relates to “Plaintiff . . . hiring the Defendant to
7 be his teacher of dog’ [sic] training services.” (Def’s Motion at 9.) This argument fails
8 on its own terms.

9 Plaintiff’s claims in this case arise out of his employment *by* Defendants as a
10 dog trainer. Even if this agreement *did* govern a relationship in which Plaintiff
11 hired Defendants to provide educational services, such a relationship is not at issue
12 in this case. Plaintiff’s causes of action are for various violations of the labor code,
13 as well as the wrongful termination of his employment by Defendants. As the
14 Agreement does not create or govern any employee relationship, and especially not
15 one in which Defendants could terminate Plaintiff, it is impossible that such issues
16 could “arise out of” its terms.

17 Even if Defendants *intended* this contract to serve as an employment
18 agreement applicable to this case, such a construction is untenable. Ordinarily, the
19 objective intent of the contracting parties is a legal question determined solely by
20 reference to the contract’s terms. When a contract is reduced to writing, the
21 intention of the parties is to be ascertained from the writing alone. (Civ. Code §
22 1639.) The language of a contract is to govern its interpretation. (Civ. Code § 1638.)
23 Here, the plain terms of the contract expressly *deny* that it is intended to create or
24 govern any employment relationship. Thus, Defendants’ mere *intention* that it do
25 the opposite cannot transform its application.

26 The Court should accordingly deny Defendants’ motion because Defendants
27 have failed to establish that there is any enforceable arbitration agreement.

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2 **B. Even If the Agreement Applied, It Should Not Be Enforced**
3 **Because It Is Unconscionable.**

4 Under California law, a court may refuse to enforce any contract, including
5 an arbitration agreement, because the contract is unconscionable. (Civ. Code §
6 1670.5.) A contractual clause is unenforceable if it is both procedurally and
7 substantively unconscionable. (*Armendariz v. Foundation Health Psychcare*
8 *Services, Inc.* (2000) 24 Cal.4th 83.) The question of whether an arbitration
9 agreement contains an unconscionable provision and is therefore unenforceable is
10 one that is exclusively reserved for the Court. (*See Discover Bank v. Superior Court*
11 (2005) 36 Cal.4th 148.) Courts use a “sliding scale” approach in assessing
12 procedural and substantive unconscionability. (*Armendariz, supra*, 24 Cal.4th at
13 114.) “[T]he more substantively oppressive the contract term, the less evidence of
14 procedural unconscionability is required to come to the conclusion that the term is
15 unenforceable, and vice versa.” (*See id.*)

16 **1. The Arbitration Agreement is Procedurally**
17 **Unconscionable Because Its Terms Are Contradictory.**

18 Even if the Agreement applied in this case, the terms of the Agreement are
19 directly contradictory, and therefore procedurally unconscionable. (*Penilla v.*
20 *Westmont Corp*, 3 Cal. App. 5th 205, 216 (2016) [“confusing and sometimes
21 contradictory” agreement held procedurally unconscionable].) Term E, titled
22 “Governing Law; Venue,” states that “[t]he parties consent and submit to the
23 jurisdiction of and venue in the courts of Los Angeles County, California,” in
24 settling any disputes arising “under, out of or in connection with” the Agreement.
25 But Term J, titled “Dispute Resolution and Arbitration clause [sic],” states that any
26 dispute arising “out of or [which] is related to this contract . . . shall be resolved by
27 neutral, binding arbitration and not by a court action.” (Emphasis added.) Thus,
28 taken together, these terms require that the signatory agree to the impossible

1 requirement that they simultaneously settle any disputes through the California
2 courts, but “not by a court action.”

3 Where a contract contains contradictory or repugnant terms, it “must be
4 reconciled, if possible, by such an interpretation as will give some effect to the
5 repugnant clauses, subordinate to the general intent and purpose of the whole
6 contract.” (Civ. Code, § 1652.) But “[w]ords in a contract which are wholly
7 inconsistent . . . are to be rejected” and “[i]n cases of uncertainty . . . the language of
8 a contract should be interpreted most strongly against the party who caused the
9 uncertainty to exist.” (Civ. Code, §§ 1653 & 1654.)

10 The language here is irreconcilable. If Plaintiff complied with Term E by
11 submitting his dispute to the jurisdiction of the courts of Los Angeles County, he
12 would thereby violate Term J, which requires that such disputes are “not [resolved]
13 by a court action.” Conversely, compliance with Term J would require that Plaintiff
14 submit his disputes to the jurisdiction of a neutral arbitrator, and not the county
15 courts, therefore violating Term E (except insofar as he may “see[k] injunctive relief
16 in a judicial form”). As these terms are mutually repugnant, the Court must
17 attempt to reconcile them. (Civ. Code, § 1652.) But because reconciliation of both
18 terms is impossible, the remaining uncertainty should be interpreted most strongly
19 against Defendants, as the party who caused the uncertainty to exist. (Civ. Code, §
20 1654.) Therefore, even if the Agreement applied to this case, the Court should
21 resolve the ambiguity by either rejecting the repugnant terms, or holding the
22 Agreement unconscionable.

23 **1. The Arbitration Agreement is Substantively**
24 **Unconscionable Because It Fails to Satisfy**
25 **Armendariz.**

26 In *Armendariz*, the California Supreme Court held that claims may be
27 subject to mandatory arbitration but only if the arbitration agreement meets the
28 following minimum requirements: 1) there is a neutral arbitrator; 2) the remedies

1 available are not to be limited; 3) the parties are given the opportunity to conduct
2 adequate discovery; 4) the arbitrator is required to issue a written arbitration
3 award setting forth the essential finding and conclusions on which the arbitrator
4 based the award; and 5) the employee is not required to bear any type of expense
5 the employee would not be required to bear if the action were brought in court. (See
6 *Armendariz* 24 Cal.4th at 111.) The Court held that these minimum requirements
7 must be met to ensure that the arbitration agreement is not unconscionable and
8 fundamentally unfair. (*Id.* at 117.)

9 Here, the Agreement fails to pass this five factor test. The Agreement states
10 that arbitration will be held before “a single arbitrator . . . in accordance with the
11 American Arbitration Association’s National Rules.” While this appears to satisfy
12 the requirement for neutral arbitrators by incorporation of the AAA rules for
13 arbitrator selection, it does not clearly indicate whether the AAA rules are to apply
14 only to the selection of the arbitrator, or to the governance of the proceedings
15 generally. As the rest of the Agreement is entirely silent as to the remedies
16 available, the opportunity for discovery, the requirement of a written award, and
17 the allocation of costs, serious ambiguity remains as to whether any of these factors
18 is satisfied. That uncertainty should be interpreted most strongly against
19 Defendants, as the party who caused the uncertainty to exist. (Civ. Code, § 1654.)
20 Therefore, the Court should resolve the ambiguity against Defendants, and find the
21 Agreement substantively unconscionable.

22 **C. Order Compelling Arbitration Must Stay Not Dismiss Court**
23 **Action**

24 Assuming arguendo the Court grants Defendants’ Motion, contrary to
25 Defendants’ request, the Court **should not dismiss** Plaintiff’s action. Rather,
26 pursuant to Section 1281.4 of the Code of Civil procedure, the Court should impose
27 a stay on Plaintiff’s action “until an arbitration is had in accordance with the order
28 to arbitrate.”

1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court deny
3 Defendants' Motion in its entirety. In the alternative, Plaintiff respectfully requests
4 that the Court impose a stay on Plaintiff's action until an arbitration is completed
5 in accordance with the order to arbitrate.

6
7 Respectfully submitted,

8
9 Dated: November 14, 2022

LOYR, APC

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12 _____
13 Young W. Ryu, Esq.
14 Joshua Park, Esq.
15 Henna H. Choi, Esq.
16 Attorneys for Plaintiff DYLAN YEISER-
17 FODNESS
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is **3130 Wilshire Blvd, Suite 209, Los Angeles, CA 90010.**

On November 14, 2022, I served the following document(s) described as

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO COMPEL
ARBITRATION AND TO STAY OR DISMISS PROCEEDINGS**

on the interested parties in this action, addressed as follows:

Natalia Foley
Law Offices of Natalia Foley
751 S Weir Canyon Rd Ste 157-455
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Tel 714 948 5054/Fax 310 626 9632
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Attorney for Defendants

(BY ELECTRONIC MAIL)

I electronically served the foregoing document(s) to the electronic service addresses above pursuant to CCP § 1010.6(a) and I did not receive a Delivery Notice Failure.

(STATE)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 14, 2022, at Los Angeles, California.



Martha Gutierrez

1 **LOYR, APC**

2 YOUNG W. RYU, ESQ. (SBN 266372)

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4 JOSHUA PARK, ESQ. (SBN 299572)

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12 Attorneys for Plaintiff DYLAN YEISER-FODNESS

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

15 DYLAN YEISER-FODNESS, an
16 individual,

17 Plaintiff,

18 v.

19 MASTER DOG TRAINING, a
20 California corporation; 5 STAR K-9
21 ACADEMY, INC., a California
22 corporation; Ekaterina Korotun, an
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25 Defendants.

Case No.: 22STCV21852

*[Assigned for All Purposes to the Hon.
Armen Tamzarian, Dept. 52]*

**DECLARATION OF YOUNG W. RYU
IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANTS'
MOTION TO COMPEL ARBITRATION
AND TO STAY OR DISMISS
PROCEEDINGS**

*[Filed Concurrently with Memorandum of
Points and Authorities]*

Date: November 30, 2022

Time: 8:30 a.m..

Place: Dept. 52

Complaint Filed: July 6, 2022

Trial Date: None set

DECLARATION OF YOUNG W. RYU

I, Young W. Ryu, declare as follows:

1. I am an attorney with the law firm of LOYR, APC, and counsel of record for Plaintiff Dylan Yeiser-Fodness (“Plaintiff”). I am duly licensed to practice law before all courts of the State of California, and I make this declaration in support of Plaintiff’s Opposition to Defendants’ Motion to Compel Arbitration and to Stay or Dismiss Proceedings (the “Motion”). The following facts are within my personal knowledge and, if called as a witness herein, I can and will competently testify thereto.

2. On July 6, 2022, Plaintiff filed his complaint (“the Complaint”) against Defendants alleging the following eight (8) causes of action: (1) Violation of Labor Code § 226 (Failure to Provide Complete And Accurate Itemized Statements); (2) Violation of Labor Code § 1194, Et Seq. (Failure to Pay Overtime and Double Time Compensation); (3) Violation of Labor Code § 1198.5 (Failure to Permit Inspection or Copying of Personnel File); (4) Violation of Labor Code §§ 226.7, 512, 558, and 1198 (Failure to Provide Rest and Meal Breaks); (5) Violation of Labor Code §§ 201-203 (Failure to Pay All Compensation Owed Upon Termination); (6) Retaliation in Violation of Cal. Labor Code § 98.6; (7) Tortious Wrongful Termination in Violation of Public Policy; and (8) Violations of Cal. B&P Code §§ 17200, Et Seq. Prior to being wrongfully terminated by Defendants, Plaintiff worked for Defendants as a dog trainer for two (2) years, from approximately October 2, 2020, until April 24, 2022.

3. Defendants did not file an Answer to Plaintiff’s Complaint until October 11, 2022.

4. Entries of Default have been granted against Defendants 5 Star K-9 Academy, Inc., and Ekaterina Korotun.

5. Plaintiff propounded an initial set of written discovery on August 17, 2022, to which Defendants have not responded as of the filing of this motion.

6. On October 14, 2022, Defendants filed their Motion to Compel Arbitration and To Stay or Dismiss Proceedings (“the Motion”).

///

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1 I declare under penalty of perjury under the laws of the State of California that
2 the foregoing is true and correct.

3
4 Executed this 14th day of November 2022, at Los Angeles, California.

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10 Young W. Ryu

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OPPOSITION TO DEFENDANTS' MOTION TO COMPEL ARBITRATION AND
TO STAY OR DISMISS PROCEEDINGS**

on the interested parties in this action, addressed as follows:

Natalia Foley
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Attorney for Defendants

(BY ELECTRONIC MAIL)

I electronically served the foregoing document(s) to the electronic service addresses above pursuant to CCP § 1010.6(a) and I did not receive a Delivery Notice Failure.

(STATE)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 14, 2022, at Los Angeles, California.



Martha Gutierrez