

1 Paul Aghabala, Esq. (SBN 223585)  
2 Prestige Law Firm, P.C.  
3 14541 Sylvan Street  
4 Van Nuys, CA 91411  
5 Telephone: (818) 788-0808  
6 Facsimile: (818) 788-0809  
7  
8 Attorneys for Plaintiff,  
9 Edgar Gama

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF RIVERSIDE**

11 EDGAR GAMA

12 Plaintiff,

13 vs.

14 2020 LONG BEACH LLC; MARY CO;  
15 YOUNG SOOK JACKIE YOON AKA YOUNG  
16 S J YOON, AKA JACKI YOON YOUNG  
17 SOOK; XTRACTOR DEPOT, LLC,; ANDREW  
18 YOON AKA ANDREW FAKHERI; SO CAL  
19 MEDICAL SUPPLIES, LLC,; SEI RAIKURA,;  
20 JORDAN KIM AKA YOUNG KYUNG KIM,  
21 MARY KO; JK2, INC.; ALAN AJISTAC  
22 FAKHERI; AJISTAC CORPORATION,  
23 MADAM K, and DOES 1-100, inclusive,

24 Defendants.

) Case No. CVRI2203241

)  
) [Assigned to Hon. Eric Keen Department 6]  
) Complained Filed August 3, 2022

)  
) **FIRST AMENDED COMPLAINT**

- )  
) **1. BREACH OF STATUTORY**  
) **OBLIGATION [Lab. Code**  
) **Sections 3706-3709] /**  
) **NEGLIGENCE**  
) **2. PREMISES LIABILITY**  
) **3. PRODUCT LIABILITY/**  
) **FAILURE TO WARN**  
) **4. NEGLIGENCE/PRODUCT**  
) **LIABILITY**  
) **5. STRICT PRODUCTS LIABILITY**  
) **6. BREACH OF WARRANTY OF**  
) **MERCHANTABILITY**  
) **7. BREACH OF IMPLIED**  
) **WARRANTY OF FITNESS FOR**  
) **PARTICULAR PURPOSE**  
) **8. ALTER EGO**

23  
24 COMES NOW, Plaintiffs, Edgar Gama, who alleges against each and every Defendant  
25 named above as follows:

26 **PRELIMINARY ALLEGATIONS**

- 27 1. At all times relevant Plaintiff Edgar Gama was a resident of Wilmington California.  
28

- 1 2. On August 19, 2020, Mr. Gama was working for a medical cannabis manufacturing  
2 company, defendant 2020 Long Beach LLC with principal place of operations at 2020 West  
3 17<sup>th</sup> Street. Long Beach, CA 90813. Plaintiff is informed and believes and thereon alleges  
4 that defendants Young Sook Jackie Yoon aka Young S J Yoon, aka Jacki Yoon Young Sook  
5 Mary K Corporation and Does 1-100 each were acting as Plaintiff's employer along with  
6 2020 Long Beach LLC.
- 7 3. Mr. Gama was working at a hanger like warehouse located at 5585 Felspar Street, Jurupa  
8 Valley, CA 92509 (The Warehouse"). There were at least 5 other people working at The  
9 Warehouse.
- 10 4. As Mr. Gama was working a horrible huge explosion occurred that nearly killed Mr. Gama  
11 and caused burns over 80% of his body. His other coworkers were also severely injured  
12 from the explosion, and one may have died.
- 13 5. Defendant 2020 Long Beach LLC has denied employment. Thus far no one has provided  
14 workers' compensation benefits to Mr. Gama causing substantial hardship for Mr. Gama, his  
15 girlfriend and daughter who is a toddler.
- 16 6. Plaintiff is informed and believes and thereon alleges that The Warehouse at all relevant  
17 times belonged and still belongs to Defendant Young Sook Jackie Yoon aka Young S J  
18 Yoon, aka Jacki Yoon Young Sook. (Hereinafter "Mr. Sook")
- 19 7. Plaintiff is informed and believes and thereon alleges defendant Mary Ko is an unknown  
20 entity doing business in the State of California.
- 21 8. Plaintiff is informed and believes and thereon alleges defendant Mary Ko was established by  
22 Mr. Sook as a sham corporation to shield Mr. Sook from any liability from ownership of The  
23 Warehouse.
- 24 9. Plaintiff is informed and believes and thereon alleges that Mary co Corporation is the alter  
25 ego of Mr. Sook.
- 26 10. When The Warehouse exploded, Mr. Gama and or his coworkers were using equipment  
27 designed to grow marijuana and to extract Cannabis concentrate (also called marijuana  
28 concentrate, marijuana extract, or cannabis extract) which is a tetrahydrocannabinol (THC)

1 and/or cannabidiol (CBD) concentrated mass. These machines are sometimes referred to a  
2 “Custom Loop Extracting Machines”

3 11. Plaintiff is informed and believes and thereon alleges that the equipment used at The  
4 Warehouse including the Custom Loop Extracting Machines were designed, manufactured  
5 and or assembled by Defendant Xtractor Depot LLC and Does 1-100.

6 12. Plaintiff is informed and believes and thereon alleges Defendant Andrew Yoon aka Andrew  
7 Fakheri (Hereinafter Andrew Yoon) and Does 1-20 at all relevant owned and continue to be  
8 the owners of Xtractor Depot LLC.

9 13. Plaintiffs are informed and believe and thereon allege that Andrew Yoon is an individual  
10 residing in Riverside California.

11 14. As alleged further below, Plaintiffs is informed and believes and thereon alleges that  
12 Xtractor Depot LLC is an alter ego of Andrew Yoon.

13 15. Plaintiff is informed believes and thereon alleges, that defendant So Cal Medical Supplies,  
14 LLC, (form of entity unknown), is an entity doing business in California that has some  
15 ownership or control of Xtractor Depot LLC. Andrew Yoon setup this sham entity in an  
16 attempt to shield himself from any individual liability resulting from the ownership or  
17 control of Xtractor Depot LLC.

18 16. As alleged further below, Plaintiff is informed and believes and thereon alleges that, So Cal  
19 Medical Supplies is an alter ego of Andrew Yoon.

20 17. Plaintiff is informed believes and thereon alleges that Defendant Sei Raikura at all relevant  
21 times was and still is an owner or had control of Xtractor Depot LLC.

22 18. Plaintiff is informed and believes and thereon alleges that, So Cal Medical Supplies, Sei  
23 Raikura and Andrew Yoon are all alter egos of each other.

24 19. Plaintiff is informed and believes and thereon alleges Jordan Kim aka Young Kyung Kim,  
25 (hereinafter “Mr. Kim”) at all relevant times was an individual who resided in Irvine  
26 California.

27  
28

- 1 20. Plaintiff is informed and believes and thereon alleges Mr. Kim had some ownership or  
2 control over Xtractor Depot LLC and or The Warehouse and his actions may have  
3 contributed to the explosion.
- 4 21. Plaintiff is informed and believes and thereon alleges JK2, Inc. was a Cricket Cell Phone  
5 company with 14 locations that was owned and managed by Mr. Kim.
- 6 22. Plaintiff is informed and believes and thereon alleges that Mr. Kim and JK2 Inc. were either  
7 an owner of Xtractor Depot LLC, or contributed to its operations.
- 8 23. Plaintiff is informed and believes and thereon alleges JK2 Inc. is an alter ego of Mr. Kim.
- 9 24. Plaintiff is informed and believes and thereon alleges Madam K had some ownership and or  
10 control of Xtractor LLC or The Warehouse.
- 11 25. Plaintiffs are informed and believe and thereon allege that Young S J Yoon also known as  
12 Young Sook Jacie Yoon is an individual residing in Riverside California.
- 13 26. Plaintiffs are informed and believe and thereon allege that Defendant Sei Raikura is an  
14 individual residing in Colton California.
- 15 27. Plaintiffs are informed and believe and thereon allege that Defendant Jordan Kim aka Young  
16 Kyng Kim, is an individual residing in Irvine California.
- 17 28. Plaintiffs are informed and believe and thereon allege that JK2, Inc. was and at relevant  
18 times has been a California Corporation, doing business in various parts of the state selling  
19 Cricket cell phones.
- 20 29. Plaintiff is informed and believes and thereon alleges that all the facts and omissions alleged  
21 herein occurred within the jurisdiction of this court.
- 22 30. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned,  
23 Defendants' acts occurred in the county of Riverside, State of California.
- 24 31. Plaintiffs are ignorant of the true names and the capacities of Defendants sued herein as  
25 DOES 1 through DOES 100, inclusive, and therefore sues these Defendants by such  
26 fictitious names. Plaintiffs will ask leave from this court to amend this complaint to allege  
27 the true names and capacities when so ascertained.
- 28 32. Plaintiffs are informed, believe and thereon allege that at all times herein mentioned,

1 Defendants, whether specifically identified or designated herein as a DOE, and each of  
2 them, were the agents, employees, servants, partners, joint venturers and participants with  
3 all other Defendants, and with each other, and in doing the things hereinafter mentioned,  
4 were agents, employees, servants, partners, joint venturers, and with the consent and  
5 permission of the co-Defendants, and each of them.

6  
7 **JURISDICTION AND VENUE**

8 33. Pursuant to Article VI, Section 10 of the California Constitution, subject matter jurisdiction is  
9 proper in the Superior Court of California for the County of Riverside.

10 34. Pursuant to Section 395 of the California *Code of Civil Procedure*, venue is proper in the  
11 Superior Court of California for the County of Riverside.

12 35. The allegations contained in Plaintiff’s complaint relate to incidents that occurred in the  
13 Riverside County and hence this court is the proper venue for this lawsuit.

14  
15 **FIRST CAUSE OF ACTION**

16 **BREACH OF STATUTORY OBLIGATION [LAB. CODE SECTIONS 3706-3709] /**  
17 **NEGLIGENCE**

18 (As to Defendants 2020 Long Beach LLC , Young Sook Jackie Yoon aka Young S J Yoon, aka  
19 Jacki Yoon Young Sook , Mary K Corporation and Does 1-100)

20 36. The Plaintiffs hereby re-allege and incorporate by reference paragraphs 1 through 35 this  
21 complaint, inclusive.

22 37. On or about August 19, 2020, PLAINTIFF was employed 2020 Long Beach LLC. Plaintiff  
23 is informed and believes and thereon alleges that defendants Young Sook Jackie Yoon aka  
24 Young S J Yoon, aka Jacki Yoon Young Sook , Mary K Corporation and Does 1-100 each  
25 were acting as Plaintiff’s employer along with 2020 Long Beach LLC. These defendants  
26 collectively will hereinafter be referred to “The Employers” During said time, The  
27 Employers (a) controlled the manner and means by which PLAINTIFF did his work; (b)  
28 provided PLAINTIFF with all instrumentalities and tools necessary for his work (such as

1 tools, supplies, and equipment); (c) determined the location of the work, as well as the  
2 timing of the work; (d) had the right to and did assign work and schedule changes to  
3 PLAINTIFF; (e) had control over when and how long PLAINTIFF would work; and (f)  
4 provided compensation to PLAINTIFF for his work.

5 38. On or about August 19, 2020, while PLAINTIFF was employed and working in the course  
6 and scope of his employment by The Employers when a large explosion occurred severely  
7 burning and injuring him.

8 39. The Employers failed to comply with Labor Code Sections 6400-6404 by : (a) Failing to  
9 furnish PLAINTIFF with a safe employment or safe place of employment; and (b) Failing to  
10 adopt and use practices reasonably adequate to make the place of employment safe. As a  
11 direct result of the incident, PLAINTIFF suffered serious and permanent injuries.

12 40. In failing to ensure that PLAINTIFF worked in a safe environment free from dangerous  
13 conditions, The Employers have violated California's safety laws. Accordingly, and as  
14 between PLAINTIFF and The Employers there is a statutory presumption of The  
15 Employers' negligence, and the defenses of contributory and comparative negligence,  
16 assumption of the risk, and the fellow-servant rule are unavailable to The Employers.

17 41. PLAINTIFF is informed and believes and thereon allege that at all times material herein The  
18 Employers were subject to the workers' compensation insurance and safety laws.

19 42. Nonetheless, The Employers failed to secure the payment of compensation in one or more of  
20 the ways specified in Labor Code Section 3700 in violation of Labor Code Section 3706.

21 43. As a direct and proximate result of the negligence, carelessness, recklessness, and  
22 unlawfulness of defendants, and each of them, as aforesaid, PLAINTIFF sustained severe  
23 and serious injury to her person, all to PLAINTIFF'S damage in a sum within the  
24 jurisdiction of this court and to be shown according to proof.

25 44. By reason of the foregoing, PLAINTIFF, has been required to employ the services of  
26 hospitals, physicians, surgeons, nurses and other professional services, and Plaintiff has been  
27 compelled to incur expenses for, treatment, medicines, and other medical supplies and  
28

1 services. PLAINTIFF is informed and believes, and thereon alleges, that further services of  
2 said nature will be required by PLAINTIFF in an amount to be shown according to proof.

3 45. At the time of the injury, as aforesaid, Plaintiff, was regularly and gainfully employed. By  
4 reason of the foregoing, Plaintiff has been unable to engage in his employment for a time  
5 subsequent to said incident, and Plaintiff is informed and believes, and upon such  
6 information and belief, alleges that she will be unable to work in his said employment for an  
7 indefinite period in the future, all to Plaintiff's damage in an amount to be shown according  
8 to proof.  
9

10 **SECOND CAUSE OF ACTION**  
11 **PREMISES LIABILITY**

12 (As to Defendants Young Sook Jackie Yoon aka Young S J Yoon, aka Jacki Yoon Young Sook,  
13 Mary K Corporations, Jordan Kim aka Young Kyng Kim, JK2, Inc. and Does 1-100)

14 46. The Plaintiffs hereby re-allege and incorporate by reference paragraphs 1 through 36 of the  
15 complaint, inclusive.

16 47. At all times relevant herein, Plaintiff was an employee working at a hanger like warehouse  
17 located at 5585 Felspar Street, Jurupa Valley, CA 92509 (The Warehouse”).

18 48. The Warehouse belonged to Young Sook Jackie Yoon aka Young S J Yoon, aka Jacki Yoon  
19 Young Sook, Mary K Corporations and Does 1-100

20 49. Plaintiff is informed and believes and thereon alleges that Defendants named in the previous  
21 paragraph, along with Jordan Kim aka Young Kyng Kim and JK2, Inc. owned, maintained  
22 and controlled The Warehouse.

23 50. Defendants owed a duty to Plaintiff to reasonably maintain The Warehouse to not cause  
24 harm to the Plaintiff and other people at the premises.

25 51. At said time and place, Defendants, and each of them, breached their duty when they  
26 negligently, carelessly, recklessly and unlawfully maintained and controlled The Warehouse  
27 and failed to take reasonable steps to maintain, the Premises causing it to be unsafe for  
28

1 Plaintiff and for other persons coming onto the premises. They allowed dangerous and  
2 illegal equipment to be delivered to The Warehouse. They allowed illegal activity with high  
3 risk of explosion to take place at The Warehouse.

4 52. As a direct and proximate result of the negligence, carelessness, recklessness, wantonness  
5 and unlawfulness of Defendants, and each of them, and the resulting situation, as aforesaid,  
6 Plaintiff, sustained severe and serious injury to his person, all to Plaintiff's damage in a sum  
7 within the jurisdiction of this Court and to be shown according to proof.

8 53. By reason of the foregoing, this Plaintiff has been required to employ the services of  
9 hospitals, physicians, surgeons, nurses, psychologists and other professional services and  
10 Plaintiff has been compelled to incur expenses for medicines, x-rays, and other medical  
11 supplies and services. Plaintiff is informed and believes, and thereon alleges, that further  
12 services of said nature will be required by Plaintiff in an amount to be shown according to  
13 proof.

14

15

**THIRD CAUSE OF ACTION**  
**(Product Liability—Failure to Warn)**

16

(Plaintiff vs. Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical Supplies,  
17 LLC, Sei Raikura and Does 1-100 )

17

18

54. The Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-35

19

20

55. Defendants Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical  
21 Supplies, LLC, Sei Raikura and Does 1-100, (“Manufacturing Defendants”) are engaged in  
22 the business of selling equipment designed to grow extract Cannabis concentrate (also called  
23 marijuana concentrate, marijuana extract, or cannabis extract) which is a  
24 tetrahydrocannabinol (THC) and/or cannabidiol (CBD) concentrated mass. These machines  
25 are sometimes referred to a “Custom Loop Extracting Machines” are sold into the stream of  
26 commerce in a defective and unreasonably dangerous condition such that the foreseeable  
27 risks exceeded the benefits associated with it; specifically, defendants further failed to  
28 ascertain that their equipment had appropriate instructions and warnings, in order to  
ascertain that user did use them improperly.

28



1 56. The machines provided by Manufacturing Defendants including but not limited to the  
2 Custom Loop Extracting Machines were defective in that they did not function properly  
3 exploding. They did not include any instructions for use, and did not provide warnings as  
4 described above. As such, their equipment was dangerous when it left the hands of  
5 Manufacturing Defendants DOES 1-100 and reached the user and consumer of the product,  
6 without substantial alteration in the condition in which they were sold.

7 57. The equipment sold by Manufacturing Defendants was unreasonably and dangerously  
8 defective beyond the extent contemplated by ordinary person with ordinary knowledge  
9 regarding these products.

10 58. The equipment sold by Manufacturing Defendants, was defective due to inadequate warning  
11 and/or improperly being supplied.

12 59. The product defects alleged above were a substantial contributing cause of the injuries  
13 suffered by Plaintiff.

14 60. As such, Defendant DOES 1-100 is the proximate and actual cause of injuries to Plaintiff.

15 61. Defendant DOES 1-100's breach of duty of care was a substantial factor in the injuries to  
16 Plaintiff.

17 62. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
18 physicians, surgeons, nurses and other professional services and Plaintiff has been  
19 compelled to incur expenses for medicines, x-rays, and other medical supplies and services.  
20 Plaintiff is informed and believes, and thereon alleges, that further services of said nature  
21 will be required by Plaintiff in an amount to be shown according to proof.

22 63. Plaintiff has suffered severe and excruciating pain and distressing mental anguish as a result  
23 of said injuries, and plaintiff has also suffered general shock as a result of the said  
24 negligence and carelessness of the Manufacturing Defendants, and each of them. The  
25 plaintiff has suffered, and for a long period of time to come will continue to suffer, said pain  
26 and mental anguish as a result of said injuries.

1 64. As a result of said injuries, Plaintiff has had, and in the future will have pain, suffering,  
2 worry, anxiety, mental and emotional distress. Because of said injuries and consequences,  
3 Plaintiff has sustained general damages in a sum according to proof at the time of trial.

4 **FOURTH CAUSE OF ACTION**  
5 **(Negligence—Products Liability)**

6 (Plaintiff vs. Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical Supplies,  
7 LLC, Sei Raikura and Does 1-100 )

8 65. The Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-35.

9 66. Defendants Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical  
10 Supplies, LLC, Sei Raikura and Does 1-100, (“Manufacturing Defendants”)are engaged in  
11 the business of selling equipment designed to grow and extract Cannabis concentrate (also  
12 called marijuana concentrate, marijuana extract, or cannabis extract) which is a  
13 tetrahydrocannabinol (THC) and/or cannabidiol (CBD) concentrated mass. These machines  
14 are sometimes referred to a “Custom Loop Extracting Machines” are sold into the stream of  
15 commerce in a defective and unreasonably dangerous condition such that the foreseeable  
16 risks exceeded the benefits associated with it; specifically, defendants further failed to  
17 ascertain that their equipment had appropriate instructions and warnings, in order to  
18 ascertain that user did use them improperly.

19 67. At all times herein mentioned, Manufacturing Defendants designed, manufactured,  
20 assembled, analyzed, recommended, merchandised, advertised, promoted, distributed,  
21 supplied and sold marijuana extracting machines to distributors and retailers for sale and/or  
22 its component parts, including the subject equipment including but not limited to at issue in  
23 this lawsuit.

24 68. Manufacturing Defendants manufactured, designed, promoted, and/or sold the marijuana  
25 growing and extracting equipment and its component parts to the public, including the  
26 subject extracting equipment at issue in this lawsuit.

27 69. Manufacturing Defendants owed Plaintiff a duty to exercise reasonable care in the design,  
28 testing, manufacture, assembly, sale, distribution and servicing of the extracting equipment,

1 including a duty to assure that the subject equipment did not cause Plaintiff, other users,  
2 bystanders, or the public, unnecessary injuries.

3 70. Manufacturing Defendants knew or should have known that the equipment was defectively  
4 designed and manufactured and was therefore prone to problems under normal conditions,  
5 potentially causing injuries.

6 71. Manufacturing Defendants failed to exercise ordinary care and breached its duty by, among  
7 other things:

8 (a) Failure to use due care in the manufacture, distribution, design, sale, testing, and  
9 servicing of the extracting equipment and its component parts in order to avoid the  
10 aforementioned risks to individuals;

11 (b) Failure to provide adequate warning of the component's failure and their propensity to  
12 cause and/or contribute to an accident;

13 (c) Failure to incorporate in its design reasonable safeguards and protections against its  
14 failure and the consequences thereof;

15 (d) Failure to make timely correction to the design of the extracting equipment

16 (e) Failure to adequately identify and mitigate the hazards associated with the extracting  
17 equipment failure, lack of protection, with good engineering practices and other ways;  
18 and,

19 (f) Such other acts of negligence as discovery shall reveal.

20 72. The aforementioned negligent acts and omissions of Defendants DOES 1-100 were the  
21 direct and proximate cause of Plaintiff's damages.

22 73. The Manufacturing Defendants' breach of duty of care was a substantial factor in injuries to  
23 Plaintiff.

24 74. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
25 physicians, surgeons, nurses and other professional services and Plaintiff has been  
26 compelled to incur expenses for medicines, x-rays, and other medical supplies and services.  
27 Plaintiff is informed and believes, and thereon alleges, that further services of said nature  
28 will be required by Plaintiff in an amount to be shown according to proof.

1 75. Plaintiff has suffered severe and excruciating pain and distressing mental anguish as a result  
2 of said injuries, and plaintiff has also suffered general shock as a result of the said  
3 negligence and carelessness of the Manufacturing Defendants, and each of them. The  
4 plaintiff has suffered, and for a long period of time to come will continue to suffer, said pain  
5 and mental anguish as a result of said injuries.

6 76. As a result of said injuries, Plaintiff has had, and in the future will have pain, suffering,  
7 worry, anxiety, mental and emotional distress. Because of said injuries and consequences,  
8 Plaintiff has sustained general damages in a sum according to proof at the time of trial.

9  
10 **FIFTH CAUSE OF ACTION**

11 **(Strict Products Liability)**

12 (Plaintiff vs. Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical Supplies,  
13 LLC, Sei Raikura and Does 1-100 )

14 77. The Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-35.

15 78. Defendants Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical  
16 Supplies, LLC, Sei Raikura and Does 1-100, (“Manufacturing Defendants”) are engaged in  
17 the business of selling equipment designed to grow extract Cannabis concentrate (also called  
18 marijuana concentrate, marijuana extract, or cannabis extract) which is a  
19 tetrahydrocannabinol (THC) and/or cannabidiol (CBD) concentrated mass. These machines  
20 are sometimes referred to a “Custom Loop Extracting Machines” are sold into the stream of  
21 commerce in a defective and unreasonably dangerous condition such that the foreseeable  
22 risks exceeded the benefits associated with it; specifically, defendants further failed to  
23 ascertain that their equipment had appropriate instructions and warnings, in order to  
24 ascertain that user did use them improperly.

25 79. At all times herein mentioned, Manufacturing Defendants designed, manufactured,  
26 assembled, analyzed, recommended, merchandised, advertised, promoted, distributed,  
27 supplied and sold to distributors and retailers for sale the growing and extracting equipment  
28 and/or its component parts, including the subject extracting equipment at issue in this  
lawsuit.

1 80. Manufacturing Defendants manufactured, designed, promoted, and/or sold the growing and  
2 extracting equipment and its component parts to the public, including the subject equipment  
3 that caused injuries to Plaintiff.

4 81. The extracting equipment was unsafe for its intended use by reason of defects in its  
5 manufacture, design, testing, component and constituents, so that it would not safely serve  
6 its purpose, but would instead expose the users of said product to serious injuries because of  
7 the failure of Manufacturing Defendants to properly guard and protect the users of the  
8 extracting equipment from the defective design and manufacturing of said product.

9 82. Defendant designed and manufactured the extracting equipment defectively, causing it to fail  
10 to perform as safely as an ordinary consumer would expect when used in an intended or  
11 reasonably foreseeable manner.

12 83. Manufacturing Defendants knew or should have known of the substantial dangers involved  
13 in the reasonably foreseeable use of the extracting equipment whose defective design,  
14 manufacturing, and lack of sufficient warnings caused them to have an unreasonably  
15 dangerous propensity suffered from the component failure, lack of protection, and among  
16 others, thereby causing catastrophic injuries.

17 84. Manufacturing Defendants failed to adequately warn of the substantial dangers known or  
18 knowable at the time of the defective extracting equipment' manufacture, design and  
19 distribution.

20 85. Manufacturing Defendants failed to provide adequate warnings, instructions, guidelines or  
21 admonitions to the members of the consuming public, including plaintiff, of the design and  
22 manufacturing defects which Defendant knew, or in the exercise of reasonable care should  
23 have known, to have existed in the extracting equipment and its component parts.

24 86. The risks inherent in the design of the extracting equipment outweigh significantly any  
25 benefits of such design.

26 87. Plaintiff was not aware of the aforementioned defects at any time regarding the extracting  
27 equipment prior to the subject accident.

28

1 88. Manufacturing Defendants' breach of duty of care was a substantial factor in injuries to  
2 Plaintiff.

3 89. Manufacturing Defendants', which is engaged in the business of supplying extracting  
4 equipment to the public at large, placed the extracting equipment, packaged and sold by it  
5 into the stream of commerce in a defective and unreasonably dangerous condition such that  
6 the foreseeable risks exceeded the benefits associated with it; specifically, Manufacturing  
7 Defendants failed to ascertain that the extracting equipment was accompanied by appropriate  
8 instructions and warnings, in order to ascertain that users did not use the extracting  
9 equipment improperly.

10 90. The extracting equipment was defective in that it did not include any instructions for use,  
11 and did not provide warnings to plaintiff, as described above. As such, the extracting  
12 equipment was unreasonably dangerous when it left the hands of Manufacturing Defendants  
13 and reached the user and consumer of the products, without substantial alteration in the  
14 condition in which they were sold.

15 91. The extracting equipment supplied by Manufacturing Defendants was defective due to  
16 inadequate warning and/or improperly being dispensed.

17 92. Manufacturing Defendants failed to adequately warn of the substantial dangers known or  
18 knowable at the time of the defective extracting equipment' manufacture and distribution.

19 93. Manufacturing Defendants failed to provide adequate warnings, instructions, guidelines or  
20 admonitions to the members of the public, including plaintiff, of defects which  
21 Manufacturing Defendants knew, or in the exercise of reasonable care should have known,  
22 to have existed in the extracting equipment sold by Manufacturing Defendants

23 94. The risks inherent in the extracting equipment sold by Manufacturing Defendants  
24 significantly outweigh any benefits of said product.

25 95. Plaintiff was not aware of the aforementioned defects at any time regarding the extracting  
26 equipment sold by Manufacturing Defendants prior to the subject accident.

27 96. Defendants Manufacturing Defendants breach of duty of care was a substantial factor in the  
28 injuries to Plaintiff.

1 97. The product defects alleged above were a substantial contributing cause of the injuries  
2 suffered by Plaintiff.

3 98. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
4 physicians, surgeons, nurses and other professional services and Plaintiff has been  
5 compelled to incur expenses for medicines, x-rays, and other medical supplies and services.  
6 Plaintiff is informed and believes, and thereon alleges, that further services of said nature  
7 will be required by Plaintiff in an amount to be shown according to proof.

8 99. Plaintiff has suffered severe and excruciating pain and distressing mental anguish as a result  
9 of said injuries, and plaintiff has also suffered general shock as a result of the said  
10 negligence and carelessness of the defendants, and each of them. Plaintiff has suffered, and  
11 for a long period of time to come will continue to suffer, said pain and mental anguish as a  
12 result of said injuries.

13 100. As a result of said injuries, Plaintiff has had, and in the future will have pain, suffering,  
14 worry, anxiety, mental and emotional distress. Because of said injuries and consequences,  
15 Plaintiff has sustained general damages in a sum according to proof at the time of trial.  
16

17 **SIXTH CAUSE OF ACTION**

18 **(Breach of Implied Warranty of Merchantability)**

19 (Plaintiff vs. Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical Supplies,  
20 LLC, Sei Raikura and Does 1-100 )

21 101. The Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-35.

22 102. Prior to the time that the extracting equipment was being used by Plaintiff, Manufacturing  
23 Defendants impliedly warranted to members of the general public, including Plaintiff, that  
24 the subject extracting equipment was of merchantable quality and safe for the use for which  
25 it was intended by Defendant, namely, for the purpose of use as a safety device with other  
26 related capabilities and activities.

27 103. The extracting equipment was not merchantable and fit for its ordinary purpose, because it  
28 has a propensity to lead to the serious injuries described herein. The subject extracting

1 equipment was not safe for its intended use nor was it of merchantable quality was  
2 warranted by Manufacturing Defendants, in that it was defectively designed and  
3 manufactured, thereby dangerously exposing the users of said extracting equipment and  
4 those around it to serious injury.

5 104. Plaintiff reasonably relied on Manufacturing Defendants' representation that subject  
6 extracting equipment was safe and free of defects and was a safe means of protection.

7 105. Manufacturing Defendants' breach of the implied warranty of merchantability was the  
8 direct and proximate cause of Plaintiff's injury, including severe physical and emotional  
9 injuries to Plaintiff. Manufacturing Defendants risked the lives of the customers and users of  
10 its products, including Plaintiff, with knowledge of its defects, and suppressed this  
11 knowledge from the general public. Manufacturing Defendants made conscious decisions  
12 not to recall, redesign, or take any actions whatsoever to make the extracting equipment safe  
13 for its ordinary use, or to inform the unsuspecting public of the defects.

14 106. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
15 physicians, surgeons, nurses and other professional services and Plaintiff has been  
16 compelled to incur expenses for medicines, x-rays, and other medical supplies and services.  
17 Plaintiff is informed and believes, and thereon alleges, that further services of said nature  
18 will be required by Plaintiff in an amount to be shown according to proof.

19 107. Plaintiff has suffered severe and excruciating pain and distressing mental anguish as a result  
20 of said injuries, and plaintiff has also suffered general shock as a result of the said  
21 negligence and carelessness of the defendants, and each of them. The plaintiff has suffered,  
22 and for a long period of time to come will continue to suffer, said pain and mental anguish as  
23 a result of said injuries.

24 108. As a result of said injuries, Plaintiff has had, and in the future will have pain, suffering,  
25 worry, anxiety, mental and emotional distress. Because of said injuries and consequences,  
26 Plaintiff has sustained general damages in a sum according to proof at the time of trial.

27  
28



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

**SEVENTH CAUSE OF ACTION**

**(Breach of Implied Warranty of Fitness for a Particular Purpose)**

(Plaintiff vs. Xtractor Depot LLC, Andrew Yoon aka Andrew Fakheri, So Cal Medical Supplies, LLC, Sei Raikura and Does 1-100 )

109. The Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-35.

110. Prior to the time that the extracting equipment was being used by Plaintiff, Manufacturing Defendants impliedly warranted to members of the general public, including plaintiff, that the subject extracting equipment was fit for the particular purpose for which it was intended by Manufacturing Defendants, namely, for the purpose of use as a safety device with other related capabilities and activities. The general public, including plaintiff relied on Manufacturing Defendants' skill and judgment to furnish those goods.

111. The extracting equipment was not fit for the particular purpose for which it was intended, because it has a propensity to lead to the serious injuries described herein. The subject extracting equipment was not safe for its intended use, in that it was defectively designed and manufactured, thereby dangerously exposing the users of said extracting equipment and those around it to serious injury.

112. Plaintiff reasonably relied on Manufacturing Defendants' representation that subject extracting equipment was safe and free of defects and was a safe means of protection.

113. The Manufacturing Defendants' breach of the implied warranty of fitness for a particular purpose was the direct and proximate cause of Plaintiff's injuries, including severe physical and emotional injuries to Plaintiff. Defendants risked the lives of the customers and users of its products, including plaintiff, with knowledge of its defects, and suppressed this knowledge from the general public. Manufacturing Defendants made conscious decisions not to recall, redesign, or take any actions whatsoever to make the extracting equipment safe for its ordinary use, or to inform the unsuspecting public of the defects.

114. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals, physicians, surgeons, nurses and other professional services and Plaintiff has been compelled to incur expenses for medicines, x-rays, and other medical supplies and services.

1 Plaintiff is informed and believes, and thereon alleges, that further services of said nature  
2 will be required by Plaintiff in an amount to be shown according to proof.

3 115. Plaintiff has suffered severe and excruciating pain and distressing mental anguish as a result  
4 of said injuries, and plaintiff has also suffered general shock as a result of the said  
5 negligence and carelessness of the defendants, and each of them. The plaintiff has suffered,  
6 and for a long period of time to come will continue to suffer, said pain and mental anguish as  
7 a result of said injuries.

8 116. As a result of said injuries, Plaintiff has had, and in the future will have pain, suffering,  
9 worry, anxiety, mental and emotional distress. Because of said injuries and consequences,  
10 Plaintiff has sustained general damages in a sum according to proof at the time of trial.

11 **ALTER EGO ALLEGATIONS**

12 117. Plaintiff hereby re-alleges and incorporates by reference paragraphs 1 through  
13 36 of the Preliminary Allegations.

14 118. At all relevant times, as alleged more fully herein, each Defendant whether as an individual  
15 or entity, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint  
16 ventures of the other Defendants, and in doing the things alleged herein acted within the  
17 course and scope of such agency, employment, alter-ego and/or in furtherance of the joint  
18 venture. Each of the Defendant's acts alleged herein was done with the permission and  
19 consent of each of the other Defendants.

20 119. At all times relevant hereto, Defendant XTRACTOR DEPOT LLC was the alter egos of  
21 Defendant Andrew Yoon and there exists, and at all times herein mentioned has existed, a  
22 unity of interest and ownership between Defendants such that any separateness between  
23 them has ceased to exist in that Defendant Andrew Yoon completely controlled, dominated,  
24 managed, and operated the XTRACTOR DEPOT LLC to suit his convenience.

25 120. Specifically, at all times relevant hereto, Defendant ANDREW YOON(1) controlled the  
26 business and affairs of XTRACTOR DEPOT LLC, including any and all of its affiliates; (2)  
27 commingled the funds and assets of the corporate entities, and diverted corporate funds and  
28 assets for his own personal use; (3) disregarded legal formalities and failed to maintain arm's  
length relationships among the corporate entities; (4) inadequately capitalized XTRACTOR

1 DEPOT LLC; (5) used the same office or business location and employed the same  
2 employees for all the corporate entities; (6) held himself out as personally liable for the debts  
3 of the corporate entities; (7) used the corporate entities as a mere shells, instrumentalities or  
4 conduits for himself and/or his individual businesses; (8) used the corporate entities to  
5 procure labor, services or merchandise for another person or entities; (9) manipulated the  
6 assets and liabilities between the corporate entities so as to concentrate the assets in one and  
7 the liabilities in another; (10) used corporate entities to conceal their ownership,  
8 management and financial interests and/or personal business activities; and/or (11) used the  
9 corporate entities to shield against personal obligations, and in particular the obligations as  
10 alleged in this Complaint

11 121. At all times relevant thereto, Defendant XTRACTOR DEPOT LLC was not only  
12 influenced and governed by Defendant ANDREW YOON but there was such a unity of  
13 interest and ownership that the individuality, or separateness, of XTRACTOR DEPOT LLC  
14 and ANDREW YOON has ceased, and that the facts are such that an adherence to the fiction  
15 of the separate existence of these entities would, under the particular circumstances, sanction  
16 a fraud or promote injustice.

17 122. Plaintiffs are informed and believe that at all relevant times mentioned herein, the acts of  
18 the business entities involved were performed by an employee, agent, officer, servant and/or  
19 representative of XTRACTOR DEPOT LLC and ANDREW YOON.

20 123. At all times relevant hereto, Defendant So Cal Medical Supplies was the alter egos of  
21 Defendant ANDREW YOON, and there exists, and at all times herein mentioned has  
22 existed, a unity of interest and ownership between Defendants such that any separateness  
23 between them has ceased to exist in that Defendant ANDREW YOON completely  
24 controlled, dominated, managed, and operated the SO CAL MEDICAL SUPPLIES to suit  
25 his convenience.

26 124. Specifically, at all times relevant hereto, Defendant ANDREW YOON (1) controlled the  
27 business and affairs of SO CAL MEDICAL SUPPLIES including any and all of its  
28 affiliates; (2) commingled the funds and assets of the corporate entities, and diverted  
corporate funds and assets for his own personal use; (3) disregarded legal formalities and

1 failed to maintain arm's length relationships among the corporate entities; (4) inadequately  
2 capitalized SO CAL MEDICAL SUPPLIES ; (5) used the same office or business location  
3 and employed the same employees for all the corporate entities; (6) held himself out as  
4 personally liable for the debts of the corporate entities; (7) used the corporate entities as a  
5 mere shells, instrumentalities or conduits for himself and/or his individual businesses; (8)  
6 used the corporate entities to procure labor, services or merchandise for another person or  
7 entities; (9) manipulated the assets and liabilities between the corporate entities so as to  
8 concentrate the assets in one and the liabilities in another; (10) used corporate entities to  
9 conceal their ownership, management and financial interests and/or personal business  
10 activities; and/or (11) used the corporate entities to shield against personal obligations, and  
11 in particular the obligations as alleged in this Complaint

12 125. At all times relevant thereto, Defendant SO CAL MEDICAL SUPPLIES was not only  
13 influenced and governed by Defendant ANDREW YOON, but there was such a unity of  
14 interest and ownership that the individuality, or separateness, of SO CAL MEDICAL  
15 SUPPLIES and ANDREW YOON has ceased, and that the facts are such that an adherence  
16 to the fiction of the separate existence of these entities would, under the particular  
17 circumstances, sanction a fraud or promote injustice.

18 126. Plaintiffs are informed and believe that at all relevant times mentioned herein, the acts of  
19 the business entities involved were performed by an employee, agent, officer, servant and/or  
20 representative of SO CAL MEDICAL SUPPLIES and ANDREW YOON

21 **WHEREFORE** Plaintiffs, Edgar Gama prays for judgment against the Defendants, and  
22 each of them as follows:

23  
24 **FOR ALL CAUSES OF ACTION**

- 25  
26 A. General and Special damages in a sum according to proof;  
27 B. Sums incurred and to be incurred for services of hospitals, physicians, surgeons,  
28 nurses and other medical supplies and services;

- 1 C. Loss of income incurred and to be incurred according to proof;  
2 D. For the interest provided by law including, but not limited to, California *Civil Code*  
3 §3291; and  
4 E. Costs of suit and for such other and further relief as the court deems proper.  
5 F. Any additional relief the court finds just and proper.  
6

7 **FOR CAUSES OF ACTION 3-7**

- 8  
9 A. Punitive Damages  
10

11 Date: October 31, 2022

12 PRESTIGE LAW FIRM, P.C.

13  
14 

15  
16 \_\_\_\_\_  
17 PAUL AGHABALA, ESQ.  
18 Attorney for  
19 Plaintiff, Edgar Gama  
20  
21  
22  
23  
24  
25  
26  
27  
28