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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
8/23/2023 1:44 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Willis, Deputy Clerk

9 Attorney for Plaintiff DYLAN YEISER-FODNESS

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

14 DYLAN YEISER-FODNESS, an  
15 individual,

16 Plaintiff,

17 v.

18 MASTER DOG TRAINING, a  
19 California Corporation; 5 STAR K-9  
20 ACADEMY, INC., a California  
21 Corporation; EKATERINA KOROTUN,  
22 an individual; and DOES 1 through 25,  
23 inclusive,

24 Defendants.

Case No.: 22STCV21852

*[Assigned for all purposes to Hon. Armen  
Tamzarian, Dept. 52]*

**PLAINTIFF'S NOTICE OF RULING**

DATE: August 18, 2023

TIME: 9:00 a.m.

DEPT: 52

Complaint Filed: July 6, 2022

Trial Date: February 7, 2024

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 18, 2023, Plaintiff's Motion to  
3 Vacate Arbitration and for Sanctions came on for hearing before the Honorable  
4 Armen Tamzarian, in Department 52 of the above-entitled Court, Stanley Mosk  
5 Courthouse, located at 111 North Hill Street, Los Angeles, CA 90012.

6 Young W. Ryu of LOYR, APC appeared on behalf of Plaintiff Dylan Yeiser-  
7 Fodness ("Plaintiff"). Yan Goldshteyn, Esq., appeared on behalf of Defendants.

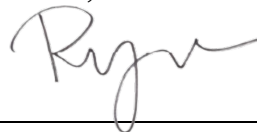
8 After discussing the status of the case with Counsel for Plaintiff and  
9 Defendants, the Court made the following rulings:

- 10 1. Plaintiff Dylan Yeiser-Fodness's motion to vacate order compelling case  
11 to arbitration is granted. The court vacates its order compelling  
12 arbitration issued on May 4, 2023. The court lifts the stay of this  
13 action.
- 14 2. Defendants 5 Star K-9 Academy, Inc. dba Master Dog Training and  
15 Ekaterina Korotun are ordered to pay plaintiff Dylan Yeiser-Fodness  
16 \$4,605.65 in sanctions within 20 days.
- 17 3. The Court orders the defendants to file a responsive pleading to the  
18 first amended complaint within thirty (30) days from August 18, 2023.
- 19 4. The Post-Arbitration Status Conference scheduled for May 14, 2024, is  
20 vacated.
- 21 5. Plaintiff was ordered to give notice.

22 Attached hereto as EXHIBIT A is a true and correct copy of the Court's  
23 Minute Order issued on August 18, 2023.

24 Dated: August 23, 2023

**LOYR, APC**

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26 \_\_\_\_\_  
27 Young W. Ryu, Esq.  
28 Zachariah E. Moura, Esq.  
Roy K. Suh, Esq.  
Kee Seok Mah, Esq.  
Attorneys for Plaintiff DYLAN YEISER-  
FODNESS

# **EXHIBIT A**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 52

**22STCV21852**

**DYLAN YEISER-FODNESS vs MASTER DOG TRAINING, A  
CALIFORNIA CORPORATION, et al.**

August 18, 2023

9:00 AM

Judge: Honorable Armen Tamzarian  
Judicial Assistant: J. Clavero  
Courtroom Assistant: T. Isunza

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): Young W Ryu via LACourtConnect

For Defendant(s): No Appearances

Other Appearance Notes: Yan Goldshteyn specially appearing for Defendant 5 Star K-9  
Academy, Inc., a California corporation

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**NATURE OF PROCEEDINGS:** Hearing on Motion to Vacate ORDER COMPELLING  
ARBITRATION PER CCP § 1281.98, AND LIFT STAY

The Court's tentative ruling is posted on the court website for parties to review.

The matter is called for hearing.

Specially appearing counsel Yan Goldshteyn is thinking of representing the named defendants.

The Court hears oral argument by plaintiff's counsel.

After hearing oral argument, the Court adopts the tentative ruling of the Court as the Final Order of the Court as follows:

Plaintiff Dylan Yeiser-Fodness's Motion to Vacate Order Compelling Case to Arbitration

Plaintiff Dylan Yeiser-Fodness moves to vacate the court's order compelling arbitration of this action. "[I]f the fees or costs to initiate an arbitration proceeding are not paid within 30 days after the due date the drafting party is in material breach of the arbitration agreement, is in default of the arbitration, and waives its right to compel arbitration." (CCP § 1281.97(a)(1).) If the drafting party does not timely pay, the employee may "[w]ithdraw the claim from arbitration and proceed in" court. (CCP § 1281.97(a)(2).)

"[T]he Legislature intended courts to apply the statute's payment deadline strictly." (Espinoza v. Superior Court (2022) 83 Cal.App.5th 761, 771.) "[T]he triggering event is nothing more than nonpayment of fees within the 30-day period—the statute specifies no other required findings,

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9:00 AM

Judge: Honorable Armen Tamzarian

CSR: None

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ERM: None

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Deputy Sheriff: None

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such as whether the nonpayment was deliberate or inadvertent, or whether the delay prejudiced the nondrafting party.” (Id. at p. 776.) The statute makes no exceptions for “clerical error” (id. at p. 775) or other “minor errors” by the drafting party (id. at p. 777).

Defendants 5 Star K-9 Academy, Inc. dba Master Dog Training and Ekaterina Korotun did not pay the arbitration fees within 30 days of the due date. On May 30, 2023, the American Arbitration Association (AAA) issued an invoice to defendants for \$2,100, due upon receipt. (Ryu Decl., ¶ 9, Ex. C.) On July 5, 2023, AAA closed the file because defendants had not paid the invoice. (Id., ¶ 10, Ex. D.) Defendants therefore materially breached the arbitration agreement and waived their right to compel arbitration.

Defendants did not file an opposition, per se. On August 10, only six court days before this hearing, defendants 5 Star K-9 Academy, Inc. dba Master Dog Training and Ekaterina Korotun filed a document labeled “notice of status of arbitration and request for court order to arbitrate with ADR Services Inc.” This document makes various factual assertions, but no arguments based on legal authority. It concedes defendants did not pay the invoice within 30 days but asserts they “were on vacation” at the time. (Notice of Status, p. 2.) Code of Civil Procedure section 1281.97 has no exception for delay caused by being on vacation.

### Sanctions

In his motion, plaintiff seeks \$16,605.65 in sanctions against defendants. “The court shall impose a monetary sanction against a drafting party that materially breaches an arbitration agreement pursuant to subdivision (a) of Section 1281.97 or subdivision (a) of Section 1281.98, by ordering the drafting party to pay the reasonable expenses, including attorney’s fees and costs, incurred by the employee or consumer as a result of the material breach.” (CCP § 1281.99(a).)

Plaintiff seeks excessive sanctions. Plaintiff claims \$6,000 (Ryu Decl., ¶ 12) for eight hours of attorney fees incurred opposing defendants’ motion to compel arbitration. He did not incur those fees as a result of the material breach. He incurred those fees when he unsuccessfully opposed the motion to compel arbitration. That was before defendants breached the agreement by failing to pay.

For this motion, plaintiff seeks \$10,500 in attorney fees (14 hours of fees at \$750 hourly), plus \$105.65 in other expenses. (Ryu Decl., ¶ 13.) Plaintiff did not reasonably incur 14 hours of fees making this motion. Plaintiff’s estimate of 14 hours includes two hours reviewing the opposition and three hours preparing the reply and attending the hearing. Defendants filed something that

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Deputy Sheriff: None

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was not quite an opposition and did not reasonably require two hours to review. Plaintiff did not file a reply. This motion was simple. It required little more than identifying the applicable statutes (Code of Civil Procedure sections 1281.97 to 1281.99) and authenticating copies of the letters from AAA showing that defendants did not timely pay the arbitrator's fee. It should not have reasonably required more than six hours of work at \$750 hourly. The court therefore finds plaintiff reasonably incurred \$4,605.65 in expenses as a result of defendants' material breach of the arbitration agreement.

**Disposition**

Plaintiff Dylan Yeiser-Fodness's motion to vacate order compelling case to arbitration is granted. The court hereby vacates its order compelling arbitration issued on May 4, 2023. The court hereby lifts the stay of this action.

Defendants 5 Star K-9 Academy, Inc. dba Master Dog Training and Ekaterina Korotun are hereby ordered to pay plaintiff Dylan Yeiser-Fodness \$4,605.65 in sanctions within 20 days.

The Court orders the defendants to file a responsive pleading to the first amended complaint within thirty (30) days from today's date.

Case Management Conference is scheduled for 10/27/2023 at 08:30 AM in Department 52 at Stanley Mosk Courthouse.

On the Court's own motion, the Post-Arbitration Status Conference scheduled for 05/14/2024 is advanced to this date and vacated.

Plaintiff's counsel to give notice.

**PROOF OF SERVICE**

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I am over 18 years old and not a party to this action. My business address is 1055 West 7<sup>th</sup> Street, Suite 2290, Los Angeles, California 90017.

On August 23, 2023, I served the following document in a sealed envelope on the interested party as follows:

**PLAINTIFF’S NOTICE OF RULING**

5 Star K-9 Academy  
Master Dog Training  
Ekaterina Korotun  
19401 Parthenia Street, Apt. 4082  
Los Angeles, CA 91324

**BY U.S. MAIL:**

I enclosed the foregoing document in a sealed envelope to the interest parties at the address listed above and deposited the sealed envelope for collection and mailing following my firm’s ordinary business practices. I am readily familiar with my firm’s business practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 23, 2023, in Los Angeles, California.

  
\_\_\_\_\_  
Martha Gutierrez