

1 Natalia Foley, Esq (SBN 295923)
2 Law Offices of Natalia Foley
3 751 S Weir Canyon Rd Ste 157-455
4 Anaheim CA 92808
5 Tel 714 948 5054/Fax 310 626 9632
6 nfoleylaw@gmail.com
7 Attorney for Defendants
8 5 STAR K-9 ACADEMY, Inc
9 dba MASTER DOG TRAINING,
10 Ekaterina Korotun an individual
11

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

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
STANLEY MOSK COURTHOUSE**

DYLAN YEISER-FODNESS,) Case No.: 22STCV21852
an individual)
Plaintiff,) Defendants' 5 Star K-9 Academy, Inc dba Master Dog
vs.) Training, and Ekaterina Korotun, NOTICE OF MOTION
AND MOTION TO SET ASIDE DEFAULT by clerk per
Code Civ. Proc. § 473(b); Memorandum of Points and
Authorities, Supporting Declaration by attorney Natalia
Foley, ORDER [PROPOSED]
MASTER DOG TRAINING ET)
AL.)
Defendants.)
) Date of Hearing: 01/26/2023
) Time of Hearing: 9:00 AM
) Reservation ID: 914231669114
) Confirmation Code: CR-BTSNDFMPT73SMVQLQ
) Department: 52, Room 510
) Judge: Hon. Armen Tamzarian
) Date Action Filed: 07/06/2022
) Trial Date: not set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORDS:

NOTICE IS HEREBY GIVEN that on 01/26/2023 at 9:00 AM, or as soon thereafter as the matter may be heard, in Department 52 of the Stanly Mosk Courthouse located at 111 N Hill St, Los Angeles, CA 90012, DEFENDANTS 5 STAR K-9 ACADEMY, Inc dba MASTER DOG TRAINING and Ekaterina Korotun, will and hereby do, by and through his attorney of record, move the Court for an order setting aside the default entered against Defendants on the grounds of mistake and excusable neglect pursuant to California Code of Civil Procedure § 473(b).

1 This Motion is based upon this Notice, the supporting MEMORANDUM OF POINTS
2 AND AUTHORITIES set forth below, the accompanying declaration by Attorney Natalia Foley,
3 and exhibits filed herewith, the pleadings on file in this case, the oral argument of counsel and
4 such other and further evidence as the Court might deem proper. And on the reservation for
5 hearing served and filed herewith.

6 Respectfully Submitted

7 Dated: 12/30/2022
8
9

10 LAW OFFICES OF NATALIA FOLEY
11

12 
13 _____

14 By Natalia Foley, Esq (SBN 295923)
15 Attorney for Defendants
16 5 STAR K-9 ACADEMY, Inc
17 dba MASTER DOG TRAINING,
18 Ekaterina Korotun an individual
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 Come here Defendants 5 STAR K-9 ACADEMY, Inc dba MASTER DOG TRAINING,
4 erroneously sued as 5 STAR K-9 ACADEMY, Inc and MASTER DOG TRAINING, Inc, and
5 Ekaterina Korotun an individual (hereinafter – collectively “Defendants”) via their attorney of
6 records and allege as follow:

7 **I. STATEMENT OF FACTS:**

8
9 1) This action was filed by the Plaintiff Dylan Yeiser-Fodness (Hereinafter - Plaintiff) on
10 07/06/2022 against defendants Master Dog Training, A California Corporation, 5 Star K-9
11 Academy, and Ekaterina Korotun an individual.

12 2) Plaintiff failed to file proof of service of Summons of all of the above defendants, and
13 on or about 07/12/2022 the honorable court issued Order to Show Cause Failure to File Proof of
14 Service.

15 3) Eventually, on 07/29/2022 Plaintiff filed two documents with the court – **one is entitled**
16 **“Proof of Service by Substituted Service; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to:**
17 **Ekaterina Korotun (Defendant); Proof of Mailing Date: 07/27/2022”** and the **second document**
18 **that is entitled Proof of Service by Substituted Service; Filed by: Dylan Yeiser-Fodness**
19 **(Plaintiff); As to: 5 Star K-9 Academy, Inc., a California corporation (Defendant); Proof of**
20 **Mailing Date: 07/27/2022 (see exhibit 01 – copy of the Documents file provided by the Case**
21 **Access on 12/29/2022).**

22 4) According to the Case Document Images on the Court Website, these two documents
23 are assigned number 25 and number 24 correspondingly (see exhibit 02 – copy of the Case
24 **Document Images provided by the court website on 12/29/2022**), under the numbers 24 and 25
25 there is the same document that is a copy of the proof of substitute service of defendant Ekaterina
26 Korotun performed by substitute service by delivering the copy of summons and complaint to a
27 person identified as John Doe.

28 5) If the court record is the same as the online record on the court’ website, then the
defendant 5 Star K-9 Academy was never served, and thus the default of 10/3/2022 against this
defendant was entered in error, however Defendant cannot know that for sure and can only rely
on the records of court available online.

1 6) On or about 9/ 14/ 2022, Defendants’ Attorney Natalia Foley contacted Plaintiff’
2 counsel Young Ryu via email asking for extension to review the file and to file an answer, and
3 offering preliminary negotiation of a potential settlement. Plaintiff’ counsel responded the same
4 day by asking to add the following emails to the server list: young.ryu@loywr.com,
5 harley.phleger@loywr.com, marlin.gramajo@loywr.com, martha.gutierrez@loywr.com (see
6 **exhibit 3 – copy of the Defendant’ attorney email from 9/14/2022).**

7 7) This communication was misunderstood by the Defendants’ counsel as consent to
8 provide an extension for filing the answer. It was a complete surprise for the defendants’ counsel
9 to receive another email from the plaintiff’ counsel on 9/21/2022 of the following content
10 “Following up on the E-service list email inquiry sent to you on 9/14/22. Also, it is unclear what
11 extension you wanted -Answer to the complaint? which is overdue and I believe the entry of
12 default was already filed with. Responses to the Discovery? I think it is overdue also, meaning all
13 objections are waived” (**Exhibit 04 – copy of the email by the Plaintiff’ attorney).**

14 8) It appears that prior to the above email Plaintiff’ counsel already secretly, without
15 notifying defendants’ counsel, filed a request to enter default against the defendants, however this
16 request was rejected. Plaintiff attorney never served Defendant with the copy of the request to
17 enter default, nor with the copy of the notice of rejection.

18 9) Being unable to find any common ground for potential settlement, and being unaware
19 of the default entered against defendant by clerk due to the failure of the Plaintiff to serve notice
20 of the default entered, Defendants’ counsel filed an answer on 10/11/2022.

21 10) On or about 10/14/2022 Defendants filed Motion to Compel Arbitration.

22 11) On 11/30/2022, during the hearing on Motion to compel arbitration, Defendants’
23 attorney first time learned about entry of the default.

24 12) Defendants are seeking to set aside default pursuant to California Code of Civil
25 Procedure Section 473(b) because the default was taken against defendants through the mistake
26 and/or inadvertence and/or surprise and/or neglect of Defendants’ attorney, and the court has a
27 mandatory duty to grant relief when the motion is accompanied by an attorney’s sworn affidavit,
28 and is timely and in proper form.

II. ARGUMENT

A. This Motion Is Timely

1 A motion under Code Civ. Proc. § 473(b), for relief from a judgment, dismissal, order, or
2 other proceeding on the ground of mistake, inadvertence, surprise, or excusable neglect must be
3 filed within a reasonable time not exceeding six months after the judgment, order, or proceeding
4 was taken, or, if relief is sought from a default judgment based on an attorney’s affidavit
5 (declaration) of fault, within six months from the date the judgment was entered (without the
6 reasonable time limitation) [Code Civ. Proc. § 473(b)].

7 In this case Motion to set aside default is filed within 30 days from the moment of actual
8 notice of default received by the Defendants’ attorney during the hearing on 11/30/2022, and
9 therefore is timely.

10 **B. The Court Also Should Set Aside The Default Because Defendants Had No Actual**
11 **Notice Of This Action.**

12 Even if the Court were to conclude that the default here is not void on its face, the Court
13 should vacate the default because Defendants had no actual notice of the action. Code of Civil
14 Procedure § 473.5 “provides relief from default or default judgment to those defendants who,
15 despite proper service, never received ‘actual notice’ of the lawsuit in time to defend against it.”
16 *Luxury Asset Lending, LLC v. Philadelphia Television Network* (2020) 56 Cal.App.5th 894, 908.
17 “[S]ection 473.5 reflects the understanding that if any form of service of summons does not result
18 in actual knowledge, fundamental fairness may require that a subsequent default be set aside.”
19 *Olvera v. Olvera* (1991) 232 Cal.App.3d 32, 40.

20 The California Court of Appeal has held that “the reference in Code of Civil Procedure
21 section 473.5 to ‘actual notice’” of an action “means genuine knowledge of the party litigant...”
22 *Rosenthal v. Garner* (1983) 142 Cal.App.3d 891, 895. “[A]ctual knowledge has been strictly
23 construed, with the aim of implementing the policy of liberally granting relief so that cases may
24 be resolved on their merits.” *Olvera*, 232 Cal.App.3d at 39; see also *Goya v. P.E.R.U. Enterprises*
25 (1978) 87 Cal.App.3d 886, 892 (upholding vacation of default judgment where one
26 defendant was served with summons and complaint but did not speak English or understand the
27 nature of the documents). It is “well established that it is the policy of the law to bring about a
28 trial on the merits whenever possible, so that any doubts which may exist should be resolved in
favor of the application, to the end of securing to a litigant his day in court and a trial upon the
merits.” *Rosenthal*, 142 Cal.App.3d at 898. “Even in a case where the showing under section 473

1 is not strong, or where there is any doubt as to setting aside of a default, such doubt should be
2 resolved in favor of the application.” Id.

3 In this particular case Defendant Ekaterina Korotun does not speak fluid English and is
4 not capable of complete understanding of written English and thus she could not recognize the
5 nature of the documents. She lacked an actual notice of action and her delay to defend the action
6 was not caused by her avoidance of service or inexcusable neglect (Tunis, 184 Cal.App.3d at
7 1077).

8 **C. The Court May Also Set Aside the Default and Default Judgment on Equitable**
9 **Grounds.**

10
11 Even if this Court were to conclude that it did not have statutory authority to vacate the
12 default (which it clearly does), this case absolutely warrants the Court’s exercise of its equitable
13 powers. “A trial court may vacate a default on equitable grounds even if statutory relief is
14 unavailable.” *Luxury Assets*, 56 Cal.App.5th at 910; see also *Mechling v. Asbestos Defendants*
15 (2018) 29 Cal.App.5th 1241, 1245 (“A trial court has inherent power to vacate a default judgment
16 on equitable grounds.”) “One ground for equitable relief is extrinsic mistake—a term broadly
17 applied when circumstances extrinsic to the litigation have unfairly cost a party a hearing on the
18 merits.” *Mechling*, 29 Cal.App.5th at 1246.

19 “Extrinsic mistake exists when the ground of relief is not so much the fraud or other
20 misconduct of one of the parties as it is the excusable neglect of the defaulting party to appear and
21 present his claim or defense.” Id. “If that neglect results in an unjust judgment, without a fair
22 adversary hearing, the basis for equitable relief on the ground of extrinsic mistake is present.” Id.
23 “To set aside a judgment based upon extrinsic mistake one must satisfy three elements.” *Rapplea*
24 *v. Campbell* (1994) 8 Cal.4th 975, 982. “First, the defaulted party must demonstrate that it has a
25 meritorious case. Second, the party seeking to set aside the default must articulate a satisfactory
26 excuse for not presenting a defense to the original action. Last, the moving party must
27 demonstrate diligence in seeking to set aside the default once discovered.” Id. at 982; see also
28 *Luxury Assets*, 56 Cal.App.5th at 910 (same). As explained below, this case absolutely warrants
the Court’s exercise of its equitable powers.

In connection with this motion, Defendants indeed filed their answer prior to learning of
the entry of default (**see attached exhibit 05 – Copy of the answer filed**), which indicated
Defendants’ intent to participate in this litigation in good faith. In fact, Defendants submitted the

1 answer with multiple valid and meritorious affirmative defenses, which is sufficient to establish
2 the “meritorious case” prong for equitable relief. See Mechling, 29 Cal.App.5th at 1247-48. “The
3 moving party does not have to guarantee success, or demonstrate with certainty that a different
4 result would obtain. Rather, it must show facts indicating a sufficiently meritorious claim to
5 entitle it to a fair adversary hearing.” Id.

6 **D. The Policy of The Law Is That Controversies Should Be Heard and Disposed Of**
7 **On Their Merits**

8
9 The evidence presented by Defendants demonstrates that Defendants have a meritorious
10 defense, and, if the default is not set aside, Defendants will be denied the opportunity for a
11 hearing on the merits, and the Court has broad discretion to grant relief pursuant to Defendant’s
12 Motion. (Shamblin v. Brattain (1988) 44 Cal. 3d 474, 478, 243 Cal. Rptr. 902, 749 P.2d 339)

13
14 **E. The Court Should Order the Default Entered Against Defendants Set Aside**
15 **Because Of Surprise, Inadvertence, Or Excusable Neglect.**

16 Code of Civil Procedure section 473, subdivision (b) provides as follows:

17 “The court may, upon any terms as may be just, relieve a party or his or her legal
18 representative from a judgment, dismissal, order, or other proceeding taken against
19 him or her through his or her mistake, inadvertence, surprise, or excusable neglect.
20 Application for this relief ... shall be made within a reasonable time, in no case
21 exceeding six months, after the judgment, dismissal, order, or proceeding was
22 taken.”

23 A motion under this section must be brought within a reasonable time, but not more than
24 six months after the judgment. Here, the motion to set aside the default was filed within a
25 reasonable time, as it is less than three (3) months after entry of the default judgment.

26 The motion was brought as soon as possible in light of the investigation of the Defendants
27 counsel necessary to understand the circumstances that resulted in default entry.

28 The fact that Defendants’ attorney was in communication with the Plaintiff’ counsel prior
to Plaintiff filing for default, and yet, Plaintiff failed to serve Defendants with the notice of the
entry of default was a surprise to the Defendants’ Attorney, Defendants’ attorney was mistaken by
believing that the extension to file an answer was granted because of the ongoing potential

1 settlement communication. Although a plaintiff's attorney is not legally required to warn a
2 defendant's attorney before taking a default, if plaintiff's counsel knows the identity of the lawyer
3 representing a defendant, such warning is at the least an ethical obligation of counsel. *Fasuyi v.*
4 *Permatex, Inc.* (2008) 167 Cal. App. 4th 681, 701, 84 Cal. Rptr. 3d 351.

5 Furthermore, in California, the entry of default is not automatic. To get the entry of
6 default, the plaintiff must file an application for default judgment with the court clerk. Under
7 certain circumstances, a Code of Civil Procedure section 425.11 statement of damages and a
8 proof of service attached. The Plaintiff' initial request for default was rejected. There was a
9 possibility that the second request might be also rejected, thus notifying Defendants of the filing
of the request is not the same as notifying Defendant of the actual entry of default.

10 Here, Plaintiff' counsel knew the identity of the Defendants' attorney, but failed to
11 provide a notice of actual entry of default, that is a manifestation of bad faith litigation tactics.

12 Due to the lack of notice of entry of default, Defendants' attorney made an excusable
13 neglect by filing an answer prior to asking court for relief from default. Due to inadvertence error
14 on the court website Defendants' counsel was under impression that defendant 5 STAR K-9
15 ACADEMY, Inc dba MASTER DOG TRAINING was not in default.

16 All of the above should be sufficient to show surprise, inadvertence, or excusable neglect
17 to warrant setting aside the default. (Code Civ. Proc., § 473(b).

18 **F. Plaintiff Will Not Suffer Prejudice if Entry of Default is Set Aside.**

19
20 Prejudice is determined by whether a party will be hindered in pursuing its claim. [See
21 *Knoebber*, 244 F.3d at 701]. The fact that a party may be denied a quick victory is not sufficient
22 to deny relief from default judgment. [*Bateman v. United States Postal Service*, 231 F.3d 1220,
23 1225 (9th Cir. 2000).]“The delay must result in tangible harm such as loss of evidence, increased
24 difficulties of discovery, or greater opportunity for fraud or collusion.” *Audio Toys*, 2007 U.S.

25 Here, Plaintiff is unable to request the default judgement because Plaintiff failed to state
26 the amount of damages in his Complaint. When the complaint did not specify the amount of
27 damages plaintiff sought from the defendant, the default judgement against that defendant was
28 void. Where no amount of damages is demanded, any amount awarded is by definition greater
than the amount demanded. *Falahati v. Kondo* (2005) 127 Cal. App. 4th 823, 830–831, 26 Cal.
Rptr. 3d 104

1 Thus Plaintiff will not be prejudiced in any way should Defendant be presented an
2 opportunity to defend her position on the merit.

3 Defendants are ready and willing to litigate this lawsuit. Defendants' delay in responding
4 was due to excusable neglect and mistake of fact.

5 Defendants have meritorious defenses, and Plaintiff will not suffer any prejudice in
6 pursuing its claims if default is set aside. Therefore, Defendant should be allowed to proceed on
7 the merit and relief from default should be granted.

8 **G. The Court Has Broad Discretion and a Robust Legal Basis to Grant The**
9 **Requested Relief**

10
11 The entry of default cuts off a defendant's right to answer or otherwise respond to the
12 complaint. Once the default is entered, the defendant is "out of court" and cannot take further
13 steps in the cause affecting plaintiff's right of action, until the default is set aside in a proper
14 proceeding. (*Devlin v. Kearny Mesa AMC/Jeep/Renault, Inc.* (1984) 155 Cal. App. 3d 381, 385-
15 386, 202 Cal. Rptr. 204).

16 Second, a default proceeding is a device designed to enable the courts to clear their
17 calendars of cases lacking adversarial quality. (*Jones v. Interstate Recovery Service* (1984) 160
18 Cal. App. 3d 925, 928, 206 Cal. Rptr. 924).

19 In considering the motion to set aside entry of default the trial court generally has wide
20 discretion to grant the requested relief and set aside the default judgment under Cal. Code of Civ.
21 Proc. § 473. (*Berman v. Klassman* (1971) 17 Cal.App.3d 900, 909.)

22 Furthermore, as we stated above, California has a long- and well-established public policy
23 favoring the setting aside of a default on proper application so that every matter may be heard and
24 disposed of on its merits. (*Id.*, supra at 909), thus any doubts in applying the statute allowing
25 relief from default must be resolved in favor of the party seeking relief from default. (*Prage v.*
Couedel (App. 2 Dist. 1997) 70 Cal. Rptr. 2d 671, 60 Cal. App. 4th 1037.)

26 Also, a trial court's power to set aside a default should be freely and liberally exercised so
27 that cases shall be disposed of according to their substantial merits, rather than on mere technical
28 matters of procedure. (*Consolidated Mortgage Company v. Roberts* (1950) 212 P 2d 28, 94 Cal.
App. 2d 895.)

These are robust grounds for the setting aside of any default, but especially that which was
entered against Defendant in this case.

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

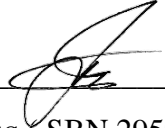
III. CONCLUSION

Based on the foregoing, Defendants request that the Court set aside the default entered against it, allow to defend against this action, and to have its proposed Answer (attached as exhibit 05) filed or in the alternative allow the Answer that was already filed, to stay. Defendants further pray for such other and further relief as the court may deem proper.

Respectfully Submitted

Dated: 12/30/2022

Law Offices of Natalia Foley



By Natalia Foley, Esq (SBN 295923)

1 Natalia Foley, Esq (SBN 295923)
2 Law Offices of Natalia Foley
3 751 S Weir Canyon Rd Ste 157-455
4 Anaheim CA 92808
5 Tel 714 948 5054/Fax 310 626 9632
6 nfoleylaw@gmail.com
7 Attorney for Defendants
8 5 STAR K-9 ACADEMY, Inc
9 dba MASTER DOG TRAINING,
10 Ekaterina Korotun an individual
11

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

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
STANLEY MOSK COURTHOUSE**

DYLAN YEISER-FODNESS, an individual) Case No.: 22STCV21852)) SUPPORTING DECLARATION BY ATTORNEY) NATALIA FOLEY))
Plaintiff,)
vs.)
MASTER DOG TRAINING ET AL.) Date of Hearing: 01/26/2023) Time of Hearing: 9:00 AM) Reservation ID: 914231669114) Confirmation Code: CR-BTSNDFMPT73SMVQLQ) Department: 52, Room 510) Judge: Hon. Armen Tamzarian) Date Action Filed: 07/06/2022) Trial Date: not set
Defendants.)

1. I am Natalia Foley, an attorney at law duly admitted to practice in the State of California and attorney of record for the defendants 5 STAR K-9 ACADEMY, Inc dba MASTER DOG TRAINING, and Ekaterina Korotun an individual (hereinafter collectively – “Defendants”) and make this declaration in support of Defendants’ motion for an order setting aside and vacating the default taken against them by clerk on 10/3/2022.

2. The default were entered through my mistake or inadvertence or surprise or neglect or all or any combination of these in that:

- I mistakenly believed that my request for extension to file an answer was granted by the Plaintiff’ counsel because I was in communication with the plaintiff ‘counsel prior to Plaintiff’ filing for default;

1 - I was surprised to learn that the default against defendants was entered because I never
2 received any notice of entry of default against my clients;

3 - I inadvertently filed an answer on behalf of defendants prior to asking court to set aside
4 default because I was unaware of the fact of entry of default by clerk due to Plaintiff' failure to
5 serve a notice of entry of default by clerk;

6 - I did not review the image of the Plaintiff' default filing from 10/3/2022 on the court
7 website that constitutes an excusable neglect.

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

10 Date: 12/30/2022

11
12 Law Offices of Natalia Foley

13
14
15 

16 _____
17 By Natalia Foley, Esq (SBN 295923)
18 Attorney for Defendants
19 5 STAR K-9 ACADEMY, Inc
20 dba MASTER DOG TRAINING,
21 Ekaterina Korotun an individual
22
23
24
25
26
27
28

Natalia Foley, Esq (SBN 295923)

1 Law Offices of Natalia Foley
751 S Weir Canyon Rd Ste 157-455
2 Anaheim CA 92808
3 Tel 714 948 5054/Fax 310 626 9632
nfoleylaw@gmail.com
4 Attorney for Defendants
5 5 STAR K-9 ACADEMY, Inc
6 dba MASTER DOG TRAINING,
Ekaterina Korotun an individual

7
8 **THE SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10 **STANLEY MOSK COURTHOUSE**

11 DYLAN YEISER-FODNESS, an) Case No.: 22STCV21852
individual)
12 Plaintiff,) ORDER [proposed]
13 vs.)
14)
15 MASTER DOG TRAINING ET AL.)
Defendants.)

16
17 The motion of defendants 5 STAR K-9 ACADEMY, Inc dba MASTER DOG TRAINING, and
18 Ekaterina Korotun, an individual, came on regularly for hearing on _____.

19 All parties were represented by their counsel of record.

20 This Court, having considered the Parties' moving and opposing papers and oral
arguments, and good cause appearing therefrom, hereby ORDERS:

21 - that the default heretofore entered in this action against the defendants 5 STAR
K-9 ACADEMY, INC DBA MASTER DOG TRAINING, EKATERINA KOROTUN AN
22 INDIVIDUAL be hereby set aside and vacated;

23 - that the Answer, previously filed by the defendants 5 STAR K-9 ACADEMY,
Inc dba MASTER DOG TRAINING, and Ekaterina Korotun, an individual, stays.

24
25 Dated:

26 _____
Judge of the Superior Court

1 PROOF OF SERVICE

2
3 DYLAN YEISER-FODNESS vs. MASTER
4 DOG TRAINING ET AL.

Case No.: 22STCV21852

5 1. I, Irina Palees, am over the age of 18 and not a party of this cause. I am a resident of or
6 employed in the county where the mailing occurred. My residence or business address is

7 **751 S Weir Canyon Rd Ste 157-455**
8 **Anaheim CA 92808**

9 2. I served the following document:

10 Defendants' 5 Star K-9 Academy, Inc dba Master Dog Training, and Ekaterina Korotun, NOTICE OF
11 MOTION AND MOTION TO SET ASIDE DEFAULT by clerk per Code Civ. Proc. § 473(b);
12 Memorandum of Points and Authorities, Supporting Declaration by attorney Natalia Foley, ORDER
13 [PROPOSED]

14 by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown
15 below and depositing the envelope in the US mail with the postage fully prepaid.

- 16 • Date of Mailing: 12/30/2022
- 17 • Place of Mailing: Los Angeles, CA

18 Name and Address of Person Served:

19 Attorney for Plaintiff:

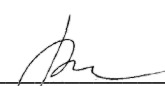
Attorney for Defendants:

20 Young W Ryu, Esq
21 LOYR, APC
22 1055 West 7th Street, Suite 2290
23 Los Angeles CA 90017

Natalia Foley, Esq
Law Offices of Natalia Foley
751 S Weir Canyon Rd Ste 157-455
Anaheim CA 92808

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

26 Date: 12/30/2022

27
28

By Irina Palees,
Legal assistant to attorney Natalia Foley



Make a Reservation

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

Case Number: 22STCV21852 Case Type: Civil Unlimited Category: Wrongful Termination

Date Filed: 2022-07-06 Location: Stanley Mosk Courthouse - Department 52

Reservation

Case Name:

DYLAN YEISER-FODNESS vs MASTER DOG TRAINING, A CALIFORNIA CORPORATION, et al. Case Number: 22STCV21852

Type:

Motion to Set Aside/Vacate Default and/or Default Judgment Status: RESERVED

Filing Party:

5 Star K-9 Academy, Inc., a California corporation (Defendant) Location: Stanley Mosk Courthouse - Department 52

Date/Time:

01/26/2023 9:00 AM Number of Motions: 1

Reservation ID:

914231669114 Confirmation Code: CR-BTSNDFMPT73SMVQLQ

Fees

Description	Fee	Qty	Amount
Motion to Set Aside/Vacate Default and/or Default Judgment	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65

Type: Visa

Account Number: XXXX2732

Authorization: 032000

Payment Date: 1969-12-31

[Print Receipt](#)

[+ Reserve Another Hearing](#)

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

EXHIBIT 01

ONLINE SERVICES

Case Access



LANGUAGE ACCESS

English ▾

PRINT

NEW SEARCH

CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Case Number: 22STCV21852

DYLAN YEISER-FODNESS VS MASTER DOG TRAINING, A CALIFORNIA CORPORATION, ET AL.

Filing Courthouse: Stanley Mosk Courthouse

Filing Date: 07/06/2022

Case Type: Wrongful Termination (General Jurisdiction)

Status: Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

01/19/2023 at 09:00 AM in Department 52 at 111 North Hill Street, Los Angeles, CA 90012

Hearing on Motion to Compel Discovery (not "Further Discovery")

01/19/2023 at 09:00 AM in Department 52 at 111 North Hill Street, Los Angeles, CA 90012

Hearing on Motion to Compel Discovery (not "Further Discovery")

01/24/2023 at 08:30 AM in Department 52 at 111 North Hill Street, Los Angeles, CA 90012

Case Management Conference

PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

5 STAR K-9 ACADEMY INC. A CALIFORNIA CORPORATION - Defendant

FOLEY NATALIA - Attorney for Defendant

KOROTUN EKATERINA - Defendant

MASTER DOG TRAINING A CALIFORNIA CORPORATION - Defendant

RYU YOUNG W - Attorney for Plaintiff

YEISER-FODNESS DYLAN - Plaintiff

DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Documents Filed (Filing dates listed in descending order)

12/28/2022 Motion to Compel (Defendant 5 Star K 9 Academy, Inc., to Respond to the First Set of Plaintiffs Form Interrogatories General, Set One, Form Interrogatories Employment Law, Set One, Special Interrogatories, Set One, and Requests for Production, Set One; Memorandum of) Filed by Dylan Yeiser-Fodness (Plaintiff)

12/28/2022 Motion to Compel (Defendant Ekaterina Korotun to Respond to the First Set of Plaintiffs Form Interrogatories General, Set One, Form Interrogatories Employment Law, Set One, Special Interrogatories, Set One, and Requests for Production, Set One; Memorandum of Points an) Filed by Dylan Yeiser-Fodness (Plaintiff)

11/30/2022 Minute Order ((Hearing on Motion to Compel Arbitration; Case Management Conf...)) Filed by Clerk

11/22/2022 Notice of Change of Address or Other Contact Information Filed by Young W Ryu (Attorney)

11/14/2022 Declaration (of Young W. Ryu in Support of Plaintiffs Opposition to Defendants Motion to Compel Arbitration and to Stay or Dismiss Proceedings) Filed by Dylan Yeiser-Fodness (Plaintiff)

11/14/2022 Memorandum of Points & Authorities Filed by Dylan Yeiser-Fodness (Plaintiff)

11/01/2022 Notice (OF RESCHEDULED HEARING) Filed by 5 Star K-9 Academy, Inc., a California corporation (Defendant)

10/21/2022 Case Management Statement Filed by Dylan Yeiser-Fodness (Plaintiff)

10/14/2022 Motion to Compel Arbitration Filed by 5 Star K-9 Academy, Inc., a California corporation (Defendant)

10/13/2022 Order on Court Fee Waiver (Superior Court) Filed by Clerk

10/12/2022 Answer Filed by Ekaterina Korotun (Defendant)

10/11/2022 Answer Filed by 5 Star K-9 Academy, Inc., a California corporation (Defendant)

10/07/2022 Notice (of Case Management Conference) Filed by Dylan Yeiser-Fodness (Plaintiff)

10/03/2022 Request for Entry of Default / Judgment Filed by Dylan Yeiser-Fodness (Plaintiff)

10/03/2022 Request for Entry of Default / Judgment Filed by Dylan Yeiser-Fodness (Plaintiff)

09/22/2022 Notice of Rejection Default/Clerk's Judgment Filed by Clerk

09/22/2022 Notice of Rejection Default/Clerk's Judgment Filed by Clerk

09/21/2022 Request for Entry of Default / Judgment Filed by Dylan Yeiser-Fodness (Plaintiff)

09/21/2022 Request for Entry of Default / Judgment Filed by Dylan Yeiser-Fodness (Plaintiff)

09/21/2022 Proof of Service (not Summons and Complaint) (Amended) Filed by Dylan Yeiser-Fodness (Plaintiff)

09/21/2022 Proof of Service (not Summons and Complaint) (Amended) Filed by Dylan Yeiser-Fodness (Plaintiff)

07/29/2022 Proof of Service by Substituted Service Filed by Dylan Yeiser-Fodness (Plaintiff)

07/29/2022 Proof of Service by Substituted Service Filed by Dylan Yeiser-Fodness (Plaintiff)

07/15/2022 Notice of Case Management Conference
Filed by Clerk

07/13/2022 Certificate of Mailing for ((Court Order Re Plaintiff's Peremptory Challenge filed against...)) of 07/13/2022
Filed by Clerk

07/13/2022 Minute Order ((Court Order Re Plaintiff's Peremptory Challenge filed against...))
Filed by Clerk

07/12/2022 Certificate of Mailing for (Department 69 Online Courtroom Information)
Filed by Clerk

07/12/2022 Challenge To Judicial Officer - Peremptory (170.6)
Filed by Dylan Yeiser-Fodness (Plaintiff)

07/12/2022 Order to Show Cause Failure to File Proof of Service
Filed by Clerk

07/12/2022 Notice of Case Management Conference
Filed by Clerk

07/06/2022 Notice of Case Assignment - Unlimited Civil Case
Filed by Clerk

07/06/2022 Voluntary Efficient Litigation Stipulation Packet
Filed by Clerk

07/06/2022 First Amended General Order re: Mandatory Electronic Filing
Filed by Clerk

07/06/2022 Alternate Dispute Resolution Packet
Filed by Clerk

07/06/2022 Summons (on Complaint)
Filed by Dylan Yeiser-Fodness (Plaintiff)

07/06/2022 Civil Case Cover Sheet
Filed by Dylan Yeiser-Fodness (Plaintiff)

07/06/2022 Civil Case Cover Sheet
Filed by Dylan Yeiser-Fodness (Plaintiff)

07/06/2022 Complaint
Filed by Dylan Yeiser-Fodness (Plaintiff)

PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Proceedings Held (Proceeding dates listed in descending order)

11/30/2022 at 09:00 AM in Department 52
Case Management Conference - **Not Held - Continued - Court's Motion**

11/30/2022 at 09:00 AM in Department 52, Armen Tamzarian, Presiding
Hearing on Motion to Compel Arbitration - **Held**

11/03/2022 at 08:30 AM in Department 52
Case Management Conference - **Not Held - Continued - Court's Motion**

10/19/2022 at 08:30 AM in Department 69
Case Management Conference - **Not Held - Vacated by Court**

09/19/2022 at 08:30 AM in Department 69
Order to Show Cause Re: Failure to File Proof of Service - **Not Held - Vacated by Court**

07/13/2022 at 10:11 AM in Department 69, William F. Fahey, Presiding
Court Order

REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

12/29/2022 Hearing on Motion to Compel Discovery (not "Further Discovery") scheduled for 01/19/2023 at 09:00 AM in Stanley Mosk Courthouse at Department 52

12/29/2022 Hearing on Motion to Compel Discovery (not "Further Discovery") scheduled for 01/19/2023 at 09:00 AM in Stanley Mosk Courthouse at Department 52

12/28/2022 Motion to Compel Defendant Ekaterina Korotun to Respond to the First Set of Plaintiffs Form Interrogatories General, Set One, Form Interrogatories Employment Law, Set One, Special Interrogatories, Set One, and Requests for Production, Set One; Memorandum of Points an; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Ekaterina Korotun (Defendant)

12/28/2022 Motion to Compel Defendant 5 Star K 9 Academy, Inc., to Respond to the First Set of Plaintiffs Form Interrogatories General, Set One, Form Interrogatories Employment Law, Set One, Special Interrogatories, Set One, and Requests for Production, Set One; Memorandum of; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: 5 Star K-9 Academy, Inc., a California corporation (Defendant)

11/30/2022 Updated -- Answer: Filed By: 5 Star K-9 Academy, Inc., a California corporation (Defendant); Result: Stricken ; Result Date: 11/30/2022

11/30/2022 Updated -- Answer: Filed By: Ekaterina Korotun (Defendant); Result: Stricken ; Result Date: 11/30/2022

11/30/2022 Updated -- Motion to Compel Arbitration: Filed By: 5 Star K-9 Academy, Inc., a California corporation (Defendant); Result: Denied ; Result Date: 11/30/2022

11/30/2022 Minute Order (Hearing on Motion to Compel Arbitration; Case Management Conf...)

11/30/2022 Hearing on Motion to Compel Arbitration scheduled for 11/30/2022 at 09:00 AM in Stanley Mosk Courthouse at Department 52 updated: Result Date to 11/30/2022; Result Type to Held

11/30/2022 On the Court's own motion, Case Management Conference scheduled for 11/30/2022 at 09:00 AM in Stanley Mosk Courthouse at Department 52 Not Held - Continued - Court's Motion was rescheduled to 01/24/2023 08:30 AM

11/22/2022 Notice of Change of Address or Other Contact Information; Filed by: Young W Ryu (Attorney)

11/22/2022 Address for Young W Ryu (Attorney) updated

11/14/2022 Memorandum of Points & Authorities; Filed by: Dylan Yeiser-Fodness (Plaintiff)

11/14/2022 Declaration of Young W. Ryu in Support of Plaintiffs Opposition to Defendants Motion to Compel Arbitration and to Stay or Dismiss Proceedings; Filed by: Dylan Yeiser-Fodness (Plaintiff)

11/02/2022 On the Court's own motion, Case Management Conference scheduled for 11/03/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 52 Not Held - Continued - Court's Motion was rescheduled to 11/30/2022 09:00 AM

11/01/2022 Hearing on Motion to Compel Arbitration scheduled for 11/30/2022 at 09:00 AM in Stanley Mosk Courthouse at Department 52

11/01/2022 Notice OF RESCHEDULED HEARING; Filed by: 5 Star K-9 Academy, Inc., a California corporation (Defendant); As to: Dylan Yeiser-Fodness (Plaintiff)

11/01/2022 Pursuant to the request of moving party, Hearing on Motion to Compel Arbitration scheduled for 10/04/2023 at 09:00 AM in Stanley Mosk Courthouse at Department 52 Not Held - Rescheduled by Party was rescheduled to 11/30/2022 09:00 AM

10/21/2022 Case Management Statement; Filed by: Dylan Yeiser-Fodness (Plaintiff)

10/17/2022 Hearing on Motion to Compel Arbitration scheduled for 10/04/2023 at 09:00 AM in Stanley Mosk Courthouse at Department 52

10/14/2022 Motion to Compel Arbitration; Filed by: 5 Star K-9 Academy, Inc., a California corporation (Defendant); As to: Dylan Yeiser-Fodness (Plaintiff)

10/13/2022 Order on Court Fee Waiver (Superior Court); Signed and Filed by: Clerk; As to: Ekaterina Korotun (Defendant)

10/12/2022 Answer; Filed by: Ekaterina Korotun (Defendant)

10/12/2022 Request to Waive Court Fees; Filed by: Ekaterina Korotun (Defendant)

10/11/2022 Answer; Filed by: 5 Star K-9 Academy, Inc., a California corporation (Defendant)

10/07/2022 Notice of Case Management Conference; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Master Dog Training, a California corporation (Defendant); 5 Star K-9 Academy, Inc., a California corporation (Defendant); Ekaterina Korotun (Defendant)

10/03/2022 Request for Entry of Default / Judgment; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Ekaterina Korotun (Defendant)

10/03/2022 Request for Entry of Default / Judgment; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: 5 Star K-9 Academy, Inc., a California corporation (Defendant)

10/03/2022 Default entered as to Ekaterina Korotun; On the Complaint filed by Dylan Yeiser-Fodness on 07/06/2022

10/03/2022 Default entered as to 5 Star K-9 Academy, Inc., a California corporation; On the Complaint filed by Dylan Yeiser-Fodness on 07/06/2022

09/22/2022 Updated -- Request for Entry of Default / Judgment: As To Parties changed from 5 Star K-9 Academy, Inc., a California corporation (Defendant) to 5 Star K-9 Academy, Inc., a California corporation (Defendant)

09/22/2022 Updated -- Request for Entry of Default / Judgment: As To Parties changed from Ekaterina Korotun (Defendant) to Ekaterina Korotun (Defendant)

09/22/2022 Updated -- Notice of Rejection Default/Clerk's Judgment: Status Date changed from 09/22/2022 to 09/22/2022; As To Parties: removed

09/22/2022 Updated -- Notice of Rejection Default/Clerk's Judgment: Status Date changed from 09/22/2022 to 09/22/2022; As To Parties: removed

09/22/2022 Notice of Rejection Default/Clerk's Judgment; Filed by: Clerk

09/22/2022 Notice of Rejection Default/Clerk's Judgment; Filed by: Clerk

09/21/2022 Proof of Service (not Summons and Complaint) Amended; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: 5 Star K-9 Academy, Inc., a

California corporation (Defendant)

09/21/2022 Proof of Service (not Summons and Complaint) Amended; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Ekaterina Korotun (Defendant)

09/21/2022 Request for Entry of Default / Judgment; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: 5 Star K-9 Academy, Inc., a California corporation (Defendant)

09/21/2022 Request for Entry of Default / Judgment; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Ekaterina Korotun (Defendant)

09/21/2022 ; Default not entered as to 5 Star K-9 Academy, Inc., a California corporation; On the Complaint filed by Dylan Yeiser-Fodness on 07/06/2022

09/21/2022 ; Default not entered as to Ekaterina Korotun; On the Complaint filed by Dylan Yeiser-Fodness on 07/06/2022

07/29/2022 Proof of Service by Substituted Service; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: 5 Star K-9 Academy, Inc., a California corporation (Defendant); Proof of Mailing Date: 07/27/2022; Service Cost: 80.00; Service Cost Waived: No

07/29/2022 Proof of Service by Substituted Service; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Ekaterina Korotun (Defendant); Proof of Mailing Date: 07/27/2022; Service Cost: 80.00; Service Cost Waived: No

07/15/2022 Case Management Conference scheduled for 11/03/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 52

07/15/2022 Notice of Case Management Conference; Filed by: Clerk

07/13/2022 Updated -- Challenge To Judicial Officer - Peremptory (170.6); Filed By: Dylan Yeiser-Fodness (Plaintiff); Result: Granted; Result Date: 07/13/2022; As To Parties: removed

07/13/2022 Case reassigned to Stanley Mosk Courthouse in Department 52 - Hon. Armen Tamzarian; Reason: Challenge / Recusal, by Plaintiff

07/13/2022 Minute Order (Court Order Re Plaintiff's Peremptory Challenge filed against...)

07/13/2022 Certificate of Mailing for (Court Order Re Plaintiff's Peremptory Challenge filed against...) of 07/13/2022; Filed by: Clerk

07/13/2022 Order to Show Cause Re: Failure to File Proof of Service scheduled for 09/19/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 69 Not Held - Vacated by Court on 07/13/2022

07/13/2022 Case Management Conference scheduled for 10/19/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 69 Not Held - Vacated by Court on 07/13/2022

07/12/2022 Case Management Conference scheduled for 10/19/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 69

07/12/2022 Order to Show Cause Re: Failure to File Proof of Service scheduled for 09/19/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 69

07/12/2022 Certificate of Mailing for Department 69 Online Courtroom Information; Filed by: Clerk

07/12/2022 Notice of Case Management Conference; Filed by: Clerk

07/12/2022 Order to Show Cause Failure to File Proof of Service; Filed by: Clerk

07/12/2022 Challenge To Judicial Officer - Peremptory (170.6); Filed by: Dylan Yeiser-Fodness (Plaintiff); Judge Name: William F. Fahey

07/12/2022 Address for Young W Ryu (Attorney) updated

07/07/2022 Case assigned to Hon. William F. Fahey in Department 69 Stanley Mosk Courthouse

07/06/2022 Complaint; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Master Dog Training, a California corporation (Defendant); 5 Star K-9 Academy, Inc., a California corporation (Defendant); Ekaterina Korotun (Defendant)

07/06/2022 Civil Case Cover Sheet; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Master Dog Training, a California corporation (Defendant); 5 Star K-9 Academy, Inc., a California corporation (Defendant); Ekaterina Korotun (Defendant)

07/06/2022 Civil Case Cover Sheet; Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Master Dog Training, a California corporation (Defendant); 5 Star K-9 Academy, Inc., a California corporation (Defendant); Ekaterina Korotun (Defendant)

07/06/2022 Summons on Complaint; Issued and Filed by: Dylan Yeiser-Fodness (Plaintiff); As to: Master Dog Training, a California corporation (Defendant); 5 Star K-9 Academy, Inc., a California corporation (Defendant); Ekaterina Korotun (Defendant)

07/06/2022 Alternate Dispute Resolution Packet; Filed by: Clerk

07/06/2022 First Amended General Order re: Mandatory Electronic Filing; Filed by: Clerk

07/06/2022 Voluntary Efficient Litigation Stipulation Packet; Filed by: Clerk

07/06/2022 Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk

NEW SEARCH

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

EXHIBIT 02

> Civil

Civil Home

ONLINE SERVICES

Case Document Images

[Q & A](#)
[Logout](#)
[My Account](#)
[Disclaimer](#)

Case Number: 22STCV21852
Case Title: DYLAN YEISER-FODNESS VS MASTER DOG TRAINING, A CALIFORNIA CORPORATION, ET AL.
Case Type: CIVIL
Filing Date: 07/06/2022

The following documents are available electronically.

Click on the "Submit" button to continue.

New Search

#	Select	Date Filed	Document	Pages Selected	Total Pages
1	<input type="checkbox"/>	12/28/2022	Motion to Compel - MOTION TO COMPEL DEFENDANT EKATERINA KOROTUN TO RESPOND TO THE FIRST SET OF PLAINTIFFS FORM INTERROGATORIES GENERAL, SET ONE, FORM INTERROGATORIES EMPLOYMENT LAW, SET ONE, SPECIAL I	1-115 ? Preview	115
2	<input type="checkbox"/>	12/28/2022	Motion to Compel - MOTION TO COMPEL DEFENDANT 5 STAR K 9 ACADEMY, INC., TO RESPOND TO THE FIRST SET OF PLAINTIFFS FORM INTERROGATORIES GENERAL, SET ONE, FORM INTERROGATORIES EMPLOYMENT LAW, SET ONE, S	1-115 ? Preview	115
3	<input type="checkbox"/>	11/30/2022	Minute Order - MINUTE ORDER (HEARING ON MOTION TO COMPEL ARBITRATION; CASE MANAGEMENT CONF...)	1-2 ? Preview	2
4	<input type="checkbox"/>	11/22/2022	Notice of Change of Address or Other Contact Information	1-2 ? Preview	2
5	<input type="checkbox"/>	11/14/2022	Memorandum of Points & Authorities	1-12 ? Preview	12

6	<input type="checkbox"/>	11/14/2022	Declaration - DECLARATION OF YOUNG W. RYU IN SUPPORT OF PLAINTIFFS OPPOSITION TO DEFENDANTS MOTION TO COMPEL ARBITRATION AND TO STAY OR DISMISS PROCEEDINGS	1-4 <input type="button" value="Preview"/>	4
7	<input type="checkbox"/>	11/1/2022	Notice - NOTICE OF RESCHEDULED HEARING	1-3 <input type="button" value="Preview"/>	3
8	<input type="checkbox"/>	10/21/2022	Case Management Statement	1-5 <input type="button" value="Preview"/>	5
9	<input type="checkbox"/>	10/14/2022	Motion to Compel Arbitration	1-32 <input type="button" value="Preview"/>	32
10	<input type="checkbox"/>	10/13/2022	Order on Court Fee Waiver (Superior Court)	1-4 <input type="button" value="Preview"/>	4
11	<input type="checkbox"/>	10/12/2022	Answer	1-17 <input type="button" value="Preview"/>	17
12	<input type="checkbox"/>	10/12/2022	Answer	1-17 <input type="button" value="Preview"/>	17
13	<input type="checkbox"/>	10/11/2022	Answer	1-18 <input type="button" value="Preview"/>	18
14	<input type="checkbox"/>	10/11/2022	Answer	1-18 <input type="button" value="Preview"/>	18
15	<input type="checkbox"/>	10/7/2022	Notice - NOTICE OF CASE MANAGEMENT CONFERENCE	1-4 <input type="button" value="Preview"/>	4
16	<input type="checkbox"/>	10/3/2022	Request for Entry of Default / Judgment	1-2 <input type="button" value="Preview"/>	2
17	<input type="checkbox"/>	10/3/2022	Request for Entry of Default / Judgment	1-2 <input type="button" value="Preview"/>	2
18	<input type="checkbox"/>	9/22/2022	Notice of Rejection Default/Clerk's Judgment	1-2 <input type="button" value="Preview"/>	2
19	<input type="checkbox"/>	9/22/2022	Notice of Rejection Default/Clerk's Judgment	1-2 <input type="button" value="Preview"/>	2
20	<input type="checkbox"/>	9/21/2022	Request for Entry of Default / Judgment	1-3 <input type="button" value="Preview"/>	3
21	<input type="checkbox"/>	9/21/2022	Request for Entry of Default / Judgment	1-3 <input type="button" value="Preview"/>	3
22	<input type="checkbox"/>	9/21/2022	Proof of Service (not Summons and Complaint) - PROOF OF SERVICE (NOT SUMMONS AND COMPLAINT) AMENDED	1-2 <input type="button" value="Preview"/>	2
23	<input type="checkbox"/>	9/21/2022	Proof of Service (not Summons and Complaint) - PROOF OF SERVICE (NOT SUMMONS AND COMPLAINT) AMENDED	1-2 <input type="button" value="Preview"/>	2
24	<input type="checkbox"/>	7/29/2022	Proof of Service by Substituted Service	1-6 <input type="button" value="Preview"/>	6
25	<input type="checkbox"/>	7/29/2022	Proof of Service by Substituted Service	1-6 <input type="button" value="Preview"/>	6
26	<input type="checkbox"/>	7/15/2022	Notice of Case Management Conference	1-2 <input type="button" value="Preview"/>	2
27	<input type="checkbox"/>	7/13/2022	Minute Order - MINUTE ORDER (COURT ORDER RE PLAINTIFF'S PEREMPTORY CHALLENGE FILED AGAINST...)	1-1 <input type="button" value="Preview"/>	1

28	<input type="checkbox"/>	7/13/2022	Certificate of Mailing for - CERTIFICATE OF MAILING FOR (COURT ORDER RE PLAINTIFF'S PEREMPTORY CHALLENGE FILED AGAINST...) OF 07/13/2022	1-1 <input type="button" value="Preview"/>	1
29	<input type="checkbox"/>	7/12/2022	Challenge To Judicial Officer - Peremptory (170.6)	1-1 <input type="button" value="Preview"/>	1
30	<input type="checkbox"/>	7/12/2022	Order to Show Cause Failure to File Proof of Service	1-2 <input type="button" value="Preview"/>	2
31	<input type="checkbox"/>	7/12/2022	Notice of Case Management Conference	1-1 <input type="button" value="Preview"/>	1
32	<input type="checkbox"/>	7/12/2022	Certificate of Mailing for - CERTIFICATE OF MAILING FOR DEPARTMENT 69 ONLINE COURTROOM INFORMATION	1-1 <input type="button" value="Preview"/>	1
33	<input type="checkbox"/>	7/12/2022	Challenge To Judicial Officer - Peremptory (170.6)	1-1 <input type="button" value="Preview"/>	1
34	<input type="checkbox"/>	7/6/2022	Unknown - ALTERNATE DISPUTE RESOLUTION PACKET	1-2 <input type="button" value="Preview"/>	2
35	<input type="checkbox"/>	7/6/2022	Unknown - FIRST AMENDED GENERAL ORDER RE: MANDATORY ELECTRONIC FILING	1-7 <input type="button" value="Preview"/>	7
36	<input type="checkbox"/>	7/6/2022	Voluntary Efficient Litigation Stipulation Packet	1-12 <input type="button" value="Preview"/>	12
37	<input type="checkbox"/>	7/6/2022	Complaint	1-20 <input type="button" value="Preview"/>	20
38	<input type="checkbox"/>	7/6/2022	Summons - SUMMONS ON COMPLAINT	1-2 <input type="button" value="Preview"/>	2
39	<input type="checkbox"/>	7/6/2022	Civil Case Cover Sheet	1-2 <input type="button" value="Preview"/>	2
40	<input type="checkbox"/>	7/6/2022	Civil Case Cover Sheet	1-5 <input type="button" value="Preview"/>	5
41	<input type="checkbox"/>	7/6/2022	Notice of Case Assignment - Unlimited Civil Case	1-2 <input type="button" value="Preview"/>	2

Only case documents that have been imaged are available from this web site.

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

EXHIBIT 03



Natalia Foley <nfoleylaw@gmail.com>

RE: Dylan Yeuser-Fodness Vs Master Dog Training 22STCV21852

14 messages

Natalia Foley <nfoleylaw@gmail.com>

Wed, Sep 14, 2022 at 4:40 PM

To: "young.ryu@loywr.com" <young.ryu@loywr.com>

Hi Counsel

I am an attorney who would potentially represent the defendants in the above case. I just received all the paperwork, and would like to ask for an extension so I can review the case. Also I would appreciate an opportunity to discuss the case with the handling attorney to evaluate a possibility of an early resolution.

Please let me know when is a good time to call

THank you

NATALIA FOLEY, Esq**Law Offices of Natalia Foley****Workers Defenders Law Group**

751 S WEIR CANYON RD STE 157-455

ANAHEIM CA 92808

Cell: 310 707 8098

Tel: 714 948 5054

Fax: 310 626 9632

email: workerlegalinfo@gmail.comemail: nfoleylaw@gmail.com<https://www.facebook.com/WorkersDefenders><http://nataliafoleylaw.com>

“Making a false or fraudulent workers’ compensation claim is a felony subject to up to 5 years in prison or a fine of up to \$50,000 or double the value of the fraud, whichever is greater, or by both imprisonment and fine.” (Lab. Code § 5432(a); Ins. Code § 1871.4)

Conference meetings by appointments only:

155 N Riverview Dr

Anaheim CA 92808

Book Appointment: <https://workerlegal.acuityscheduling.com/schedule.php>

12/29/22, 2:32 PM

Gmail - RE: Dylan Yeuser-Fodness Vs Master Dog Training 22STCV21852

Young W. Ryu <young.ryu@loywr.com>

Wed, Sep 14, 2022 at 4:41 PM

To: Natalia Foley <nfoleylaw@gmail.com>

Cc: Harley Phleger <harley.phleger@loywr.com>, Marlin Gramajo <marlin.gramajo@loywr.com>, Martha Gutierrez <martha.gutierrez@loywr.com>

Please add the following to your e-service list, if you agree to communicate via email:

young.ryu@loywr.com
harley.phleger@loywr.com
marlin.gramajo@loywr.com
martha.gutierrez@loywr.com

Thanks.

[Quoted text hidden]

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

EXHIBIT 04

Young W. Ryu <young.ryu@loywr.com>
To: Natalia Foley <nfoleylaw@gmail.com>
Cc: Harley Phleger <harley.phleger@loywr.com>, Marlin Gramajo <marlin.gramajo@loywr.com>, Martha Gutierrez <martha.gutierrez@loywr.com>

Wed, Sep 21, 2022 at 12:06 PM

Counsel,

Following up on the E-service list email inquiry sent to you on 9/14/22. Also, it is unclear what extension you wanted - Answer to the complaint? which is overdue and I believe the entry of default was already filed with. Responses to the Discovery? I think it is overdue also, meaning all objections are waived.

Lastly, please confirm with us if you will take the service of summons and complaint with Notice of Acknowledgement and Receipt on behalf of Master Dog Training.

YWR

[Quoted text hidden]

Young W. Ryu <young.ryu@loywr.com>
To: Natalia Foley <nfoleylaw@gmail.com>
Cc: Harley Phleger <harley.phleger@loywr.com>, Marlin Gramajo <marlin.gramajo@loywr.com>, Martha Gutierrez <martha.gutierrez@loywr.com>

Mon, Sep 26, 2022 at 11:51 AM

Following up again.

[Quoted text hidden]

Natalia Foley <nfoleylaw@gmail.com>
To: "Young W. Ryu" <young.ryu@loywr.com>

Mon, Sep 26, 2022 at 1:50 PM

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

EXHIBIT 05

1 Natalia Foley, Esq (SBN 295923)
2 Law Offices of Natalia Foley
3 751 S Weir Canyon Rd Ste 157-455
4 Anaheim CA 92808
5 Tel 714 948 5054/Fax 310 626 9632
6 nfoleylaw@gmail.com
7 Attorney for Defendant
8 5 STAR K-9 ACADEMY, Inc
9 dba MASTER DOG TRAINING
10 and Ekaterina Korotun an individual

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

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
STANLEY MOSK COURTHOUSE**

DYLAN YEISER-FODNESS, an individual)	Case No.: 22STCV21852
Plaintiff,)	
vs.)	DEFENDANTS 5 STAR K-9 ACADEMY, Inc
)	dba MASTER DOG TRAINING and Ekaterina
)	Korotun an individual ANSWER TO
MASTER DOG TRAINING ET AL.)	PLAINTIFF’S COMPLAINT [PROPOSED]
Defendants.)	
)	

16 Defendants 5 STAR K-9 ACADEMY, INC DBA MASTER DOG TRAINING AND
17 EKATERINA KOROTUN AN INDIVIDUAL (hereinafter – collectively "Defendant")
18 hereby answers Plaintiff DYLAN YEISER-FODNESS ("Plaintiff) Complaint as follows:

19
20
21
22
23
24
25
26
27
28

GENERAL DENIAL

21 Pursuant to section 431.30 of the California Code of Civil Procedure, this answering Defendant
22 denies each and every allegation of the Plaintiff’ COMPLAINT, and each and every cause of
23 action alleged therein, and further denies that Plaintiff has been damaged in any sum, or at all, by
24 reason of any alleged act or omission of Defendant or any of its agents, employees, and/or
25 representatives.

26
27
28

AFFIRMATIVE DEFENSES

27 As separate and independent affirmative defenses to Plaintiff’s complaint and all causes of action
28 therein, Defendant alleges as follows:

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

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

Defendant alleges that the complaint, and each and every cause of action therein, fails to set forth facts sufficient to constitute a cause of action against this Defendant.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

Plaintiffs claims are barred by the applicable statutes of limitation, including, but not limited to, California Code of Civil Procedure 335, 335.1, 337, 338, 339, 340 and 343, 29 U.S.C.A. 255, California Government Code 12940, 12945.2, 12960 and 12965, and any other applicable statutes of limitation.

FORTH AFFIRMATIVE DEFENSE

(No Right to Pre-Judgment Interest)

Plaintiff is not entitled to recover pre-judgment interest because his alleged damages are not certain or capable of being made certain by any calculation.

THIRD AFFIRMATIVE DEFENSE

(Laches)

Plaintiff has unreasonably delayed in asserting his legal rights against Defendant and all of her claims are barred by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Defendant alleges that if Plaintiff has suffered any damages by reason of the activities alleged in the complaint, Plaintiff and/or her agents have failed to take action, or have taken insufficient action, to mitigate those damages. Consequently, any damages suffered by Plaintiff must be reduced in an amount by which Plaintiff and/or her agents could have mitigated those damages, if any.

SIXTH AFFIRMATIVE DEFENSE

1 (Waiver, Estoppel, Ratification)

2 The relief sought by Plaintiff is barred in whole or in part, by the doctrines of waiver, estoppel,
3 and/or ratification.

4 SEVENTH AFFIRMATIVE DEFENSE

5 (Failure to Exhaust Administrative Remedies)

6 Defendant is informed and believes and based thereon alleges that Plaintiff failed to exhaust his
7 administrative remedies, including failure to identify claims in his administrative complaint
8 and/or charge.

9
10 EIGHTH AFFIRMATIVE DEFENSE

11 (Receipt of all Benefits)

12 Plaintiff has received all rights, entitlements, and benefits to which she was entitled to under
13 the law and under this Defendant's policies.

14 NINTH AFFIRMATIVE DEFENSE

15 (Set-Off)

16 Any monies or other consideration claimed to be owed Plaintiff represents amounts to which
17 Defendant is entitled to equitable, statutory, and/or contractual set-off.

18 TENTH AFFIRMATIVE DEFENSE

19 (Plaintiffs Willful Misconduct)

20 Plaintiffs claims are barred by Plaintiffs willful misconduct.

21
22 ELEVENTH AFFIRMATIVE DEFENSE

23 (Comparative Negligence)

24 Defendant is informed and believes and based thereon alleges, that Plaintiff was negligent or at
25 fault in and about the matters and activities alleged in Plaintiffs Complaint in the way she
26 conducted himself and that said negligence or fault contributed to and was a proximate and/or
27 legal cause of Plaintiff s alleged injuries and damages, if any. Defendant is further informed and
28 believes and based thereon alleges, that if it is found to have been at fault, and if Plaintiff is
entitled to recover damages against Defendant by virtue of Plaintiff s Complaint, or any claim for

1 relief therein, such recovery should be diminished by reason of the negligence or fault of Plaintiff
2 in proportion to the degree of negligence or fault attributable to Plaintiff.

3
4 TWELFTH AFFIRMATIVE DEFENSE

5 (Intervening and Superseding Cause)

6 Defendant is informed and believes and based thereon alleges, that if in fact Plaintiff was
7 damaged in any manner whatsoever, such damage, if any, was a direct and proximate and/or legal
8 result of the intervening, superseding actions on the part of other persons or entities, and not the
9 actions of this Defendant. Defendant is further informed and believes and thereon alleges that
10 such intervening, superseding actions of such other persons or entities bar recovery herein by
11 Plaintiff against this Defendant.

12 THIRTEENTH AFFIRMATIVE DEFENSE

13 (Third Parties' Negligence)

14 Defendant is informed and believes and based thereon alleges, that the damages sustained by
15 Plaintiff, if any, were proximately and/or legally caused, either wholly or in part, by the
16 negligence or fault of persons, firms, corporations, partnerships, or entities other than this
17 Defendant. Defendant is further informed and believes and based thereon alleges, that such
18 negligence or fault should be imputed to Plaintiff by reason of the relationship between such
19 persons or entities and Plaintiff, and/or that said negligence or fault should reduce or bar any
20 recovery against this Defendant.

21 FOURTEENTH AFFIRMATIVE DEFENSE

22 (No Consent)

23 Any apparent consent of Defendant was obtained through duress, fraud, undue influence and/or
24 mistake, either unilateral or mutual.

25 FIFTEENTH AFFIRMATIVE DEFENSE

26 (Good Faith)

27 At all relevant times herein, Defendant alleges that Defendant has complied in good faith with
28 all employment laws, and other applicable law, and reasonable interpretations of the same,
pertaining to the employment and compensation of Plaintiff, including, but not limited to any

1 alleged or perceived disability, accommodation of any alleged or perceived disability, pregnancy,
2 and/or violation of law, including but not limited to wrongful termination in violation of public
3 policy or harassment, discrimination or retaliation, and including any alleged failure to
4 pay wages or benefits, as may be alleged by Plaintiff in this action.

5 SIXTEENTH AFFIRMATIVE DEFENSE

6 (Unclean Hands)

7 Any recovery on Plaintiff' Complaint or any purported claim for relief therein, is barred by the
8 doctrine of unclean hands.

9
10 SEVENTEENTH AFFIRMATIVE DEFENSE

11 (Speculative Damages)

12 Plaintiff is barred from any recovery against Defendant because Plaintiffs alleged damages are
13 speculative.

14 EIGHTEENTH AFFIRMATIVE DEFENSE

15 (Joint and Several Liability)

16 Any damages recoverable by Plaintiff are barred or must be reduced by the limitations on joint
17 and several liability codified in California Civil Code 1431 through 1431.5.

18 NINETEENTH AFFIRMATIVE_ DEFENSE

19 (Payment in Full)

20 Plaintiff has been paid in full all monies and other consideration due, or claimed to be due.

21
22 TWENTIETH AFFIRMATIVE DEFENSE

23 (Accord and Satisfaction)

24 Plaintiff has been paid in full for all monies due and that, as such, the parties have achieved a full
25 accord and satisfaction with respect to those claims asserted against this Defendant.

26 TWENTY-FIRST AFFIRMATIVE DEFENSE

27 (Plaintiffs Misrepresentation)

28 Plaintiff is not entitled to the relief requested as a result of fraud and/or misrepresentation

1 (whether intentional or negligent) perpetrated by Plaintiff and/or her agents.

2
3 TWENTY-SECOND AFFIRMATIVE DEFENSE

4 (Compliance with Governmental Codes and Regulations)

5 Defendant alleges that it engaged in its conduct in full compliance with any and all applicable
6 governmental codes, regulations and/or specifications.

7 TWENTY-THIRD AFFIRMATIVE DEFENSE

8 (Constitutional Violation)

9 Defendant alleges that insofar at the instant complaint is an attempt to recover punitive or
10 exemplary damages from this Defendant, it violates the following Principles of the United States
11 Constitution and California State Constitution:

12 (a) Excessive fines clause of the United States Constitution, Eighth Amendment and
13 Fourteenth Amendment;

14 (b) The contract clause, Article I, Section 10, clause 1, and the Fourteenth Amendment of
15 the United States Constitution;

16 (c) The due process clause of the United States Constitution, Fourteenth Amendment;

17 (d) The equal protection clause of the United States Constitution;

18 (e) The California Constitution due process and equal protection clauses, Article 1,
19 Section 7(a); and

(f) The California Constitution excessive fines clause Article 1, Section 17.

20 TWENTY-FOURTH AFFIRMATIVE DEFENSE

21 (Workers' Compensation Preemption)

22 Defendant alleges that any recovery on the Plaintiffs Complaint, or any claim for relief contained
23 therein, may be barred because California's Workers' Compensation Act, Cal. Labor Code Section
24 3200, et seq., provides the exclusive remedy for Plaintiffs alleged physical and/or emotional
25 injuries.

26 TWENTY-FIFTH AFFIRMATIVE DEFENSE

27 (Frivolous Claim)

28 Defendant alleges that all of Plaintiff s claims against Defendant are frivolous, unreasonable

1 and/or groundless, and, accordingly, Defendant should recover all costs and attorneys' fees
2 incurred herein.

3
4 TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Failure to Comply with Conditions Precedent)

5 Defendant alleges that Plaintiff has failed to comply with the necessary conditions precedent for
6 bringing this action, including but not limited to compliance with any and all applicable state
7 and/or federal laws.

8
9 TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Preemption)

10 Defendant alleges that Plaintiffs Complaint, and the claims for relief contained therein, are
11 preempted by the Americans with Disabilities Act, and any other applicable federal law.

12
13 TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(In Pari Dilecto)

14 Defendant alleges that the claims are barred by reason of the fact that Plaintiff has engaged in acts
15 and courses of conduct which rendered Plaintiff in pari delicto.

16
17 TWENTY-NINTH AFFIRMATIVE DEFENSE

(Absolute Good Faith)

18 Defendant alleges that it acted in good faith reliance upon the reasonable interpretation of
19 applicable law and the opinion(s) of the office of the Department of Fair Employment and
20 Housing and Equal Employment Opportunity Commission.

21
22 THIRTIETH AFFIRMATIVE DEFENSE

(No Discrimination or Retaliation)

23 To the extent Plaintiff claims or establishes that she was subject to an adverse employment action
24 or decision, Defendant asserts that any such action or decision was based on legitimate,
25 nondiscriminatory, non-retaliatory reasons.

26
27
28 THIRTY-FIRST AFFIRMATIVE DEFENSE

1 (After Acquired Evidence)

2 Defendant alleges that the relief prayed for in the complaint against Defendant is barred by the
3 after-acquired evidence defense.

4 THIRTY-SECOND AFFIRMATIVE DEFENSE

5 (Avoidable Consequences)

6 Defendant alleges that the relief prayed for in the complaint against Defendant is barred by
7 the Ellerth/Faragher defense/avoidable consequences doctrine or Plaintiffs failure to take
8 advantage of the preventative or corrective opportunities provided by Defendant to avoid the
9 harm alleged in the complaint.

10 THIRTY-THIRD AFFIRMATIVE DEFENSE

11 (Good Cause)

12 To the extent Plaintiffs Complaint alleges his employment with Defendant was terminated,
13 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
14 Defendant had good cause to terminate Plaintiff.

15 THIRTY-FOURTH AFFIRMATIVE DEFENSE

16 (Essential Functions)

17 To the extent Plaintiffs Complaint alleges his employment with Defendant was terminated, which
18 Defendant denies, Defendant alleges that it was justified in terminating Plaintiff as a result of
19 Plaintiff s inability to perform essential job functions with or without reasonable accommodation.

20 THIRTY-FIFTH AFFIRMATIVE DEFENSE

21 (Essential Functions)

22 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
23 Plaintiff could not perform the essential functions of his position as defined under the
24 Fair Employment and Housing Act, Government Code 12926(f).

25 THIRTY-SIXTH AFFIRMATIVE DEFENSE

26 (No Medical Condition)

27 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
28

1 Plaintiff did not have a "medical condition" as defined under the Fair Employment and Housing
2 Act, Government Code 12926(h).

3
4 THIRTY-SEVENTH AFFIRMATIVE DEFENSE

5 (No Mental Disability)

6 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
7 Plaintiff did not have a "mental disability" as defined under the Fair Employment and
8 Housing Act, Government Code 12926(i).

9 THIRTY-EIGHTH AFFIRMATIVE DEFENSE

10 (No Physical Disability)

11 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
12 Plaintiff did not have a "physical disability" as defined under the Fair Employment and Housing
13 Act, Government Code 12926(k).

14 THIRTY-NINTH AFFIRMATIVE DEFENSE

15 (Reasonable Accommodation Not Requested)

16 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
17 Plaintiff never requested a "reasonable accommodation" as defined under the
18 Fair Employment and Housing Act, Government Code 12926(n).

19 FORTIETH AFFIRMATIVE DEFENSE

20 (Reasonable Accommodation Not Practicable)

21 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
22 no "reasonable accommodation" as defined under the Fair Employment and Housing
23 Act, Government Code 12926(n) was practicable or available to Plaintiff.

24 FORTY-FIRST AFFIRMATIVE DEFENSE

25 (Reasonable Accommodation Provided)

26 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
27 any "reasonable accommodation" as defined under the Fair Employment and Housing
28 Act, Government Code 12926(n) that was practicable or available to Plaintiff was provided.

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

FORTY-SECOND AFFIRMATIVE DEFENSE

(Plaintiffs Failure to Engage In Interactive Process)

Defendant alleges that the relief prayed for in the complaint against Defendant is barred because Plaintiff failed to engage in the "interactive" as defined under the Fair Employment and Housing Act, Government Code 12926(n). Further, Defendant responded to all requests that it engage in the "interactive process" regarding Plaintiffs alleged disability and no further "interactive process" was practicable or reasonable under the circumstances.

FORTY-THIRD AFFIRMATIVE DEFENSE

(Undue Hardship)

Defendant alleges that the relief prayed for in the complaint against Defendant is barred because any "reasonable accommodation" as defined under the Fair Employment and Housing Act, Government Code 12926(n) would have resulted in an "undue hardship" as defined under the Fair Employment and Housing Act, Government Code 12926(s) to this Defendant.

FORTY-FOURTH AFFIRMATIVE DEFENSE

(Not Regarded as Disabled)

Defendant alleges that the relief prayed for in the complaint against Defendant is barred because Plaintiff was not regarded by Defendant as disabled at the time of his resignation or alleged termination.

FORTY-FIFTH AFFIRMATIVE DEFENSE

(Not An Employer Under CFRA)

Defendant alleges that the relief prayed for in the complaint against Defendant is barred because Defendant is not an "employer" as defined under the California Family Rights Act ("CFRA"), Government Code 12945.2.

FORTY-SIXTH AFFIRMATIVE DEFENSE

(Not Family Care and Medical Leave Under CFRA)

Defendant alleges that the relief prayed for in the complaint against Defendant is barred because Plaintiff was not on "family care and medical leave" as defined under the CFRA, Government

1 Code 12945.2(c)(3).

2
3 FORTY-SEVENTH AFFIRMATIVE DEFENSE

4 (Not Eligible For Family Care and Medical Leave Under CFRA)

5 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
6 Plaintiff was not eligible for "family care and medical leave" as defined under the
7 CFRA, Government Code 12945.2(a).

8 FORTY-EIGHTH AFFIRMATIVE DEFENSE

9 (Not Subject To Family Care and Medical Leave Under CFRA)

10 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
11 Defendant was not subject to the CFRA under Government Code 12945.2(b).

12 FORTY-NINTH AFFIRMATIVE DEFENSE

13 (No Employment in Same or Comparable Position Under CFRA)

14 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
15 there was no "employment in the same or similar position" as defined under the
16 CFRA, Government Code 12945.2(c)(3), available to Plaintiff.

17 FIFTIETH AFFIRMATIVE DEFENSE

18 (No Serious Health Condition Under CFRA)

19 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
20 Plaintiff did not have a "serious health condition" as defined under the CFRA, Government Code
21 12945.2(c)(8).

22 FIFTY-FIRST AFFIRMATIVE DEFENSE

23 (Not Entitled to Return to Work Under CFRA)

24 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
25 Plaintiff was properly discharged under the CFRA, Government Code 12945.2(r), if applicable.

26 FIFTY-SECOND AFFIRMATIVE DEFENSE

27 (No Complaint or Opposition to an Employment Practice)
28

1 Defendant alleges that the relief prayed for in the complaint against Defendant is barred because
2 Plaintiff failed to make any complaint or oppose any employment practice protected by the
3 Fair Employment and Housing Act, Government Code 12940 et. seq. Accordingly, there could be
4 no retaliation under applicable law.

5 FIFTY-THIRD AFFIRMATIVE DEFENSE

6 (Justification)

7 Defendant alleges that relief prayed for in the Complaint is barred because
8 any employment actions were based on the just and proper exercise of managerial discretion
9 undertaken in good faith for fair, honest and non-discriminatory and non-retaliatory reasons and
10 thus was justified under the circumstances.

11 FIFTY-FOURTH AFFIRMATIVE DEFENSE

12 (Legitimate Business Purpose)

13 Defendant alleges that relief prayed for in the Complaint is barred because
14 any employment actions were based on legitimate business purpose, bona fide occupational
15 qualifications and business necessity and thus all employment actions were justified under the
16 circumstances.

17 FIFTY-FIFTH AFFIRMATIVE DEFENSE

18 (No Knowledge of Complaint, Retaliation and Appropriate Steps Were Taken To Prevent
19 Discrimination and Retaliation)

20 Defendant alleges that relief prayed for in the Complaint is barred because Defendant had no
21 knowledge of any complaint of discrimination or other violation of the FEHA, no knowledge of
22 any retaliatory acts under CFRA or otherwise by any of Defendant's employees and Defendant
23 took appropriate steps throughout Plaintiffs employment to prevent discrimination and retaliation
24 from occurring.

25 FIFTY-SIXTH AFFIRMATIVE DEFENSE

26 (Mixed Motive Defense)

27 Defendant alleges that relief prayed for in the Complaint is barred by because
28 all employment actions alleged to be wrongful, discriminatory or retaliatory, would have been

1 taken due to work performance reasons and/or legitimate and/or non-discriminatory and non-
2 retaliatory reasons, and therefore the mixed motive defense may apply to Plaintiffs claims.

3
4 FIFTY-SEVENTH AFFIRMATIVE DEFENSE

5 (Contractual Defenses)

6 Defendant alleges that relief prayed for in the Complaint is barred by because Plaintiffs
7 employment was governed by an at-will employment agreement and all verbal, implied
8 agreements or understandings are unenforceable. Further, the parole evidence doctrine bars
9 admission of any other agreements.

10 FIFTY-EIGHTH AFFIRMATIVE DEFENSE

11 (Untimely Demand for Wages)

12 Defendant alleges that Plaintiff did not make a prompt and timely demand for wages due pursuant
13 to California Labor Code section 216(a) and is therefore barred from recovering any
14 alleged unpaid wages, penalties, or other remuneration from Defendant pursuant to such code
15 section.

16 FIFTY-NINTH AFFIRMATIVE DEFENSE

17 (No Willful Failure to Pay Wages)

18 Any alleged failure to pay Plaintiff the wages she was purportedly due was not "willful" and thus
19 Plaintiff is not entitled to waiting time penalties under California Labor Code section 203.

20 SIXTIETH AFFIRMATIVE DEFENSE

21 (Plaintiff Properly Compensated)

22 Defendant alleges that Plaintiff was properly compensated for all hours worked, if any, and
23 therefore, Plaintiff is barred from seeking to recover additional compensation.

24 SIXTY-FIRST AFFIRMATIVE DEFENSE

25 (Plaintiffs Violations of Labor Code)

26 Each of Plaintiff's causes of action and claims for damages is barred because Plaintiff failed to
27 use ordinary care and diligence, or exercise a reasonable degree of skill, in performing the terms
28 and conditions of his employment, and failed to substantially comply with all directions

1 concerning his employment, in violation of Labor Code sections 2854, 2856, 2858, 2859 and
2 2865.

3
4 SIXTY-SECOND AFFIRMATIVE DEFENSE

5 (Failure to Perform Job Duties)

6 Each of Plaintiff's causes of action and claims for damages is barred because Plaintiff failed to
7 perform his job duties pursuant to the terms and conditions of his employment in conformity with
8 either the usage of the place of performance or as directed by his supervisors, as required
9 by Labor Code section 2857.

10 SIXTY-THIRD AFFIRMATIVE DEFENSE

11 (Reduction in Damages)

12 If any damages or injuries were, in fact, suffered by Plaintiff, such damages or injuries must be
13 reduced or diminished by amounts received or receivable by Plaintiff in the exercise of
14 reasonable diligence as income or in lieu of earned income or as benefits.

15 SIXTY-FOURTH AFFIRMATIVE DEFENSE

16 (Qualifications)

17 Defendant's decisions with respect to Plaintiffs employment were justified based upon its
18 judgment of differences in individual performance, qualifications, skill, effort, experience,
19 responsibility, merit, seniority and/or other bona fide qualifications.

20 SIXTY-FIFTH AFFIRMATIVE DEFENSE

21 (Timely Payment of Wages)

22 Defendant alleges that Plaintiffs claim for unpaid wages is barred because Defendant timely paid
23 all wages owed to Plaintiff.

24 SIXTY-SIXTH AFFIRMATIVE DEFENSE

25 (Timely Receipt of Payments Owed and Release)

26 Plaintiff has been timely paid and/or received all sums and benefits due by virtue of
27 his employment and, therefore, Defendant is released from any and all continuing obligations to
28 his.

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

SIXTY-SEVENTH AFFIRMATIVE DEFENSE

(No Willful Failure to Pay Wages)

Plaintiffs claims are barred in whole or in part because Defendant did not willfully fail to pay wages or a good faith dispute exists as to any amounts that Plaintiff claims are owing.

SIXTY-EIGHTH AFFIRMATIVE DEFENSE

(No Knowing and Intentional Failure to Provide Itemized Wage Statements)

Plaintiffs claim for civil penalties pursuant to Labor Code section 226 is barred because Defendant employer did not knowingly and intentionally fail to provide accurate itemized wage statements.

SIXTY-NINTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

Plaintiff is barred from recovery because allowing any recovery would result in Plaintiffs unjust enrichment.

SEVENTIETH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

Defendant reserves the right to amend this answer to assert additional defenses and/or supplement, alter or change this answer as may be warranted by the revelation of information during discovery and investigation.

PRAYER

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by the complaint on file herein;
2. That judgment be entered in favor of this Defendant;
3. For costs of the suit incurred herein, including reasonable attorneys' fees where afforded; and
4. For such other and further relief as the Court may deem just and proper.

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



By: _____
NATALIA FOLEY, Esq
Attorney for Defendant
5 STAR K-9 ACADEMY, Inc
dba MASTER DOG TRAINING

Dated: 12/29/2022

1 Natalia Foley, Esq (SBN 295923)
2 Law Offices of Natalia Foley
3 751 S Weir Canyon Rd Ste 157-455
4 Anaheim CA 92808
5 Tel 714 948 5054/Fax 310 626 9632
6 nfoleylaw@gmail.com
7 Attorney for Defendant
8 5 STAR K-9 ACADEMY, Inc
9 dba MASTER DOG TRAINING
10 and Ekaterina Korotun an individual

8 **THE SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10 **STANLEY MOSK COURTHOUSE**

10 DYLAN YEISER-FODNESS, an) Case No.: 22STCV21852
11 individual)
12 Plaintiff,) VERIFICATION
13 vs.)
14 MASTER DOG TRAINING ET AL.)
15 Defendants.)

16 I, NATALIA FOLEY, declare as follows

17 I am an attorney for DEFENDANT 5 STAR K-9 ACADEMY, Inc dba MASTER DOG
18 TRAINING in this action. I have read the enclosed DEFENDANT 5 STAR K-9 ACADEMY, Inc
19 dba MASTER DOG TRAINING ANSWER TO PLAINTIFF'S COMPLAINT (hereinafter –
20 "ANSWER") and know its contents. All facts alleged in the ANSWER are true of my own
21 personal knowledge or with respect to those facts which are alleged upon information and belief I
22 am informed of the same and believe the same to be true.

23 I declare under penalty of perjury that the foregoing is true and correct and that this
24 declaration was executed at Anaheim, California.

25 Respectfully submitted,
26 Dated: 12/29/2022

27 Respectfully Submitted:
28 LAW OFFICES OF NATALIA FOLEY.

29 BY NATALIA FOLEY, ESQ
30 Attorney for Defendants



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

**SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY SUPERIOR COURT
PROOF OF SERVICE**

DYLAN YEISER-FODNESS vs MASTER DOG) **Case No.:** 22STCV21852
TRAINING ET AL.) **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:
**751 S Weir Canyon Rd Ste 157-455
Anaheim CA 92808**

I am readily familiar with the firm's business practice of processing correspondence for mailing. In the ordinary course of business, the correspondence would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at my business address above. 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 the date of deposit for mailing as listed.

On 12/29/2022 I served the foregoing documents described as:

Answer [proposed]
_____ on the interested parties in this action, by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Mail at my address stated above, addressed as follows:

Attorney for Plaintiff:

Young W Ryu, Esq
LOYR, APC
1055 West 7th Street, Suite 2290
Los Angeles CA 90017

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

Executed on: 12/29/2022 at Los Angeles, CA

By IRINA PALEES,
Legal Assistant to Attorney
Natalia Foley, Esq



Make a Reservation

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

Case Number: 22STCV21852 Case Type: Civil Unlimited Category: Wrongful Termination

Date Filed: 2022-07-06 Location: Stanley Mosk Courthouse - Department 52

Reservation

Case Name:

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

Case Number:

22STCV21852

Type:

Motion to Set Aside/Vacate Default and/or Default
Judgment

Status:

RESERVED

Filing Party:

5 Star K-9 Academy, Inc., a California corporation
(Defendant)

Location:

Stanley Mosk Courthouse - Department 52

Date/Time:

01/26/2023 9:00 AM

Number of Motions:

1

Reservation ID:

914231669114

Confirmation Code:

CR-BTSNDFMPT73SMVQLQ

Fees

Description	Fee	Qty	Amount
Motion to Set Aside/Vacate Default and/or Default Judgment	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:

\$61.65

Type:

Visa

Account Number:

XXXX2732

Authorization:

032000

Payment Date:

1969-12-31

[Print Receipt](#)

[+ Reserve Another Hearing](#)