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14 Attorneys for Plaintiff DYLAN YEISER-
15 FODNESS

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

18 DYLAN YEISER-FODNESS, an individual,

19 Plaintiff,

20 vs.

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

26 Defendants.

Case No.: 22STCV21852

**DECLARATION OF YOUNG W. RYU
IN SUPPORT OF PLAINTIFF'S
MOTION TO VACATE ORDER
COMPELLING CASE TO
ARBITRATION PER C.C.P. SECTION
1281.98 AND LIFT STAY AND FOR AN
AWARD OF MONETARY SANCTIONS
IN THE AMOUNT OF \$16,605.65
AGAINST ALL DEFENDANTS AND
THEIR COUNSEL OF RECORD**

Date: August 18, 2023
Time: 9:00 a.m.
Dept.: 52
RES ID: 086055158446

*[Filed Concurrently with Plaintiff's Notice
of Motion; Memorandum of Points &
Authorities; and [Proposed] Order]*

DECLARATION OF YOUNG W. RYU

I, Young W. Ryu, the undersigned, declare as follows:

1. I am an attorney duly licensed to practice in all of the courts of the State of California and am the managing partner of LOYR, APC, attorneys of record for Plaintiff herein. I make this Declaration in support of Plaintiff's Motion to Vacate Order Compelling Case to Arbitration Per C.C.P. 1281.98. The facts set forth herein are of my own personal knowledge and if sworn I could and would testify competently thereto.

2. This action arises out of wrongful termination, retaliation, and unfair business practices to which Plaintiff was subjected at the hands of his employers Master Dog Training ("Master"), 5 Star K-9 Academy, Inc. ("5 Star"), and Ekaterina Korotun ("Ms. Korotun") during the course of his employment with Defendants.

3. This case was filed on July 6, 2022 by Plaintiff Dylan Yeiser-Fodness against Defendants Master, 5 Star, Ms. Korotun, and DOES 1 through 25.

4. A First Amended Complaint was filed on April 7, 2023 by Plaintiff against Defendants Master, 5 Star, Ms. Korotun, and DOES 1 through 25 alleging: (1) Violation of Labor Code § 226 (Failure to Provide Complete And Accurate Itemized Statements); (2) Violation of Labor Code § 1194, Et Seq. (Failure to Pay Overtime and Double Time Compensation); (3) Violation of Labor Code § 1198.5 (Failure to Permit Inspection or Copying of Personnel File); (4) Violation of Labor Code §§ 226.7, 512, 558, and 1198 (Failure to Provide Rest and Meal Breaks); (5) Violation of Labor Code §§ 201-203 (Failure to Pay All Compensation Owed Upon Termination); (6) Retaliation in Violation of Cal. Labor Code § 98.6; (7) Tortious Wrongful Termination in Violation of Public Policy; (8) Violations of Cal. B&P Code §§ 17200, Et Seq.; and (9) Misclassification as Independent Contractor.

5. Specifically, Plaintiff alleges he was wrongfully terminated due to his making complaints about Defendants' unlawful business practices. Additionally, Plaintiff alleges he was not given his proper meal and rest periods and not compensated properly for any missed meal and rest periods.

1 6. On October 14, 2022, Defendants filed a motion to compel the matter to
2 arbitration and to stay all proceedings. On November 11, 2022, Plaintiff filed his
3 opposition to this motion contending, among other things, that the arbitration agreement
4 was unconscionable and therefore unenforceable. On November 30, 2022, the Court
5 issued a ruling denying Defendants' Motion to Compel Arbitration because default had
6 already been entered against 5 Star. A true and correct copy of the court order is attached
7 hereto as **Exhibit A**.

8 7. On March 19, 2023, Defendants filed another motion to compel the matter to
9 arbitration and to stay all proceedings. On April 21, 2023, Plaintiff filed another
10 opposition to this motion contending, among other things, that the arbitration agreement
11 was unconscionable and therefore unenforceable. On May 9, 2023, the Court issued a
12 ruling granted Defendants' Motion to Compel Arbitration. A true and correct copy of the
13 court order is attached hereto as **Exhibit B**.

14 8. On May 16, 2023, Plaintiff submitted his timely demand for arbitration with
15 a copy of Defendant's Arbitration Agreement and this Court's order compelling the parties
16 to arbitration to AAA.

17 9. On May 30, 2023, AAA acknowledged receipt of the demand and accepted the
18 matter for arbitration. On that day, AAA issued an original invoice to Defendants for
19 \$2,100.00 to serve as a non-refundable filing fee, noting that "payment is due upon
20 receipt." All parties were in receipt of this invoice. A paylink was sent with instructions
21 for Defendants to pay by credit card or electronic check. AAA's invoice also noted that
22 "payment must be paid by June 29, 2023 or the AAA will close the parties' case." A true
23 and correct copy of AAA's original arbitration fee invoice dated May 30, 2023, is attached
24 hereto as **Exhibit C**.

25 10. By June 29, 2023, Defendants had not paid their filing fee as required under
26 C.C.P §1281.97. On July 5, 2023, AAA notified both parties with a letter saying it was
27 closing the file on this matter due to Defendants not paying their filing fee on time
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1 pursuant to C.C.P §1281.97. A true and correct copy of AAA's letter is attached hereto as

2 **Exhibit D.**

3 11. A right to a jury trial is a significant right that is essential to the
4 administration of justice. In order to waive that right by way of agreement, Defendants
5 are held to strict and unforgiving standards. Defendants' failure to meet those standards
6 has led to Plaintiff filing a Motion to Vacate this Court's order compelling arbitration.

7 12. Associated with the attempts to oppose the arbitration, I spent the following
8 time: one (1) hour interviewing and creating a shell for Plaintiff's declaration; one hour
9 researching Plaintiff's position; four (4) hours drafting the opposition and culling the
10 exhibits; and approximately two (2) hours preparing for and attending the hearing. Thus,
11 I reasonably expended eight (8) hours related to opposing Defendant's Motion to Compel
12 Arbitration. Thus, my total attorney's fees associated with opposing Defendants' Motion
13 to Compel Arbitration is \$6,000.00. (\$750 x 8 hours)

14 13. Associated with this Motion, including drafting this Motion to Vacate, the
15 notice of said Motion, and culling the exhibits, I spent well in excess of nine hours but only
16 seek to recover fees for nine hours. I anticipate spending an additional two hours
17 reviewing Defendant's opposition, and three hours preparing for Reply and attending the
18 hearing. Thus, through hearing, I reasonably expect to have expended well in excess of
19 fourteen (14) hours related to this Motion. My current hourly rate is \$750.00. Thus, my
20 total attorney's fees associated with this Motion to Vacate is \$10,500.00 (\$750.00 x 14
21 hours). The costs and filing fees associated with this Motion are as follows: \$61.65 for the
22 reservation fee and \$44.15 for the court filing, totaling expenses of \$105.65, for total fees
23 and costs associated with this Motion in the amount of \$10,605.65.

24 14. Therefore, the total reasonable attorney fees and costs total 16,605.65.

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

27 ///

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1 DATED: July 6, 2023

LOYR, APC

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6 Young W. Ryu, Esq.
7 Attorney for Plaintiff Dylan Yeiser-Fodness
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EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 52

22STCV21852

November 30, 2022

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

9:00 AM

Judge: Honorable Armen Tamzarian

CSR: None

Judicial Assistant: D. Haro

ERM: None

Courtroom Assistant: T. Isunza

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Young W Ryu , via speaker phone

For Defendant(s): NATALIA FOLEY , via LACC

NATURE OF PROCEEDINGS: Hearing on Motion to Compel Arbitration; Case Management Conference

The matter is not called for hearing.

The Court posted its tentative ruling online prior to calendar-call.

Counsel confer with the Clerk and submit the tentative ruling and it is entered as the Order as follows:

Defendant 5 Star K-9 Academy, Inc. dba Master Dog Training’s Motion to Compel Arbitration and for Order to Stay Proceedings

Defendant 5 Star K-9 Academy, Inc. dba Master Dog Training moves to compel arbitration and stay this action. The court cannot grant this motion because default has already been entered against 5 Star K-9 Academy, Inc. “ ‘The clerk’s entry of default cuts off the defendant's right to take further affirmative steps such as filing a pleading or motion.’ ” (Sporn v. Home Depot USA, Inc. (2005) 126 Cal.App.4th 1294, 1301, quoting Witkin.) The clerk entered the default of defendant “5 Star K-9 Academy, Inc., a California corporation” on October 3, 2022. The clerk should have rejected defendant 5 Star K-9 Academy’s answer and motion to compel arbitration.

5 Star K-9 Academy has not requested relief from default. “Although a trial court has discretion to vacate the entry of a default or subsequent judgment, this discretion may be exercised only after the party seeking relief has shown that there is a proper ground for relief, and that the party has raised that ground in a procedurally proper manner, within any applicable time limits.” (Cruz v. Fagor America, Inc. (2007) 146 Cal.App.4th 488, 495.) The parties may stipulate to vacate defendant’s default or defendant may file a motion for relief from default under Code of Civil Procedure section 473(b) or other applicable statute.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 52

22STCV21852

November 30, 2022

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

9:00 AM

Judge: Honorable Armen Tamzarian

CSR: None

Judicial Assistant: D. Haro

ERM: None

Courtroom Assistant: T. Isunza

Deputy Sheriff: None

Defendant's motion to compel arbitration is denied without prejudice.

Under Code of Civil Procedure section 436, the court hereby strikes the answers of defendants 5 Star K-9 Academy, Inc. dba Master Dog Training and Ekaterina Korotun.

The Motion to Compel Arbitration filed by 5 Star K-9 Academy, Inc., a California corporation on 10/14/2022 is Denied.

The Answer filed by 5 Star K-9 Academy, Inc., a California corporation on 10/11/2022 is ordered stricken.

The Answer filed by Ekaterina Korotun on 10/12/2022 is ordered stricken.

The Clerk explains to counsel that the Court is unable to conduct today's hearing on Case Management Conference, therefore, due to the Court being unavailable, On the Court's own motion, the Case Management Conference scheduled for 11/30/2022 is continued to 01/24/2023 at 08:30 AM in Department 52 at Stanley Mosk Courthouse.

Notice is waived.

EXHIBIT B

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.**

May 4, 2023

9:00 AM

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

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Young W Ryu via LACourtConnect

For Defendant(s): NATALIA FOLEY via LACourtConnect

NATURE OF PROCEEDINGS: Hearing on Motion to Compel Arbitration

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

The matter is called for hearing.

The Court hears oral argument on the above-captioned motion.

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

Defendant 5 Star K-9 Academy, Inc. dba Master Dog Training's Motion to Compel Arbitration and for Order to Stay Proceedings

Defendant 5 Star K-9 Academy, Inc. dba Master Dog Training moves to compel arbitration and stay this action. Defendant's contract with plaintiff Dylan Yeiser-Fodness includes the following arbitration provision: "Parties agree to use their best efforts to resolve any [dispute] relevant to this agreement issues amicably in good faith and fair dealing through negotiation. If unresolved, any claim or dispute, whether in contract, tort, statute, Labor Code, employment law or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute) between both parties or their employees, agents, successors or assigns, which arises out of or is related to this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall be resolved by neutral, binding arbitration and not by a court action." (Ex. 1, § 4.J., p. 4.)

Application to Labor and Employment Claims

Plaintiff argues the agreement does not apply to plaintiff's employment by defendants. He relies

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.**

May 4, 2023

9:00 AM

Judge: Honorable Armen Tamzarian

Judicial Assistant: J. Clavero

Courtroom Assistant: T. Isunza

CSR: None

ERM: None

Deputy Sheriff: None

on other provisions in the contract which expressly disclaim that it creates any employment relationship: “Relationship of the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Academy is an independent contractor and is not an employer, partner, joint venturer, or agent of Student. Academy is hired by Student to provide triaging [sic] services to the student. As an independent contractor. Academy is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort... [¶] No Employee Relationship. Academy’s employees are not and will not be deemed to be employees of Student. Student is not and will not be deemed to be an employee of Academy.” (Ex. 1, §§ 8.A-B, p. 6.)

The arbitration provision applies to plaintiff’s claims against defendants. In this contract, plaintiff agreed to pay 5 Star to teach him how to train dogs. The agreement provides, “Upon your payment of the training fees and your acceptance of this Agreement, Academy shall register you for the training for which you have selected.” (Ex. 1, § 4.A., p. 2.) The agreement also includes terms for a “work-to-study program” to cover part of plaintiff’s “tuition.” (Id., § 7.E., p. 6.)

This “work-to-study” program (and this resulting dispute) “arises out of or is related to this contract or any resulting transaction or relationship” (Ex. 1, § 4.J, p. 4) and is therefore subject to the arbitration provision. The arbitration provision even expressly applies to claims under the “Labor Code” or “employment law.” (Ibid.)

The gravamen of this action is that plaintiff alleges defendants violated his rights as an employee. A potential defense is that he was not an employee—as the contract states. It is not inequitable for defendant to seek to apply the arbitration provision to employment claims while maintaining it did not employ plaintiff. Those two positions are consistent.

Unconscionability

Plaintiff also argues the agreement is unconscionable. Unconscionability requires both procedural and substantive unconscionability using a sliding scale. (Serafin v. Balco Properties Ltd., LLC (2015) 235 Cal.App.4th 165, 185.) “No matter how heavily one side of the scale tips . . . both procedural and substantive unconscionability are required for a court to hold an arbitration agreement unenforceable.” (Kilgore v. KeyBank, Nat. Ass’n (9th Cir. 2012) 673 F.3d 947, 963, citing Armendariz v. Foundation Health Psychcare Services, Inc. (2000) 24 Cal.4th 83, 114 (Armendariz).)

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.**

May 4, 2023

9:00 AM

Judge: Honorable Armen Tamzarian

Judicial Assistant: J. Clavero

Courtroom Assistant: T. Isunza

CSR: None

ERM: None

Deputy Sheriff: None

Plaintiff argues the agreement is procedurally unconscionable because section 4.E contains terms that contradict the arbitration provision. Section 4.E provides, “Governing Law; Venue. This agreement and any disputes that may arise under, out of or in connection with this Agreement, shall be governed by and construed and enforced with the laws of the State of California... The parties consent and submit to the jurisdiction of and venue in the courts of Los Angeles County, California. Each party waives all defenses of lack of personal jurisdiction and forum non convenience [sic].” Plaintiff contends this language contradicts the arbitration provision, which states disputes “shall be resolved by neutral, binding arbitration and not by a court action.” (§ 4.J.)

These provisions can be reconciled. The arbitration section provides “neither party shall be precluded from seeking injunctive relief in a judicial forum.” (§ 4.J.) The jurisdiction and venue provision specifies which judicial forum must be used. Submitting to jurisdiction and venue here also applies to proceedings such as confirming or vacating an arbitration award. Moreover, even if these terms conflicted, that would result in at most low procedural unconscionability.

Plaintiff argues the agreement is substantively unconscionable because it does not specify that it meets the five requirements under Armendariz. For employment claims, “the arbitration must meet certain minimum requirements, including neutrality of the arbitrator, the provision of adequate discovery, a written decision that will permit a limited form of judicial review, and limitations on the costs of arbitration.” (Armendariz, supra, 24 Cal.4th at p. 91.) The agreement includes no terms contrary to these requirements. It provides, “Binding arbitration shall be held before a single arbitrator in Los Angeles, California in accordance with the American Arbitration Association’s National Rules.” (§ 4.J.) Plaintiff fails to show anything unfair about those rules. Courts “assume that the arbitrator will operate in a reasonable manner in conformity with the law.” (Dotson v. Amgen, Inc. (2010) 181 Cal.App.4th 975, 984.)

The agreement need not expressly provide for the various things required by Armendariz. That decision itself found that an arbitration agreement “impliedly obliges the employer” to provide certain rights, and “[t]he absence of specific provisions on” those rights is not “grounds for denying the enforcement of an arbitration agreement.” (24 Cal.4th at p. 113; accord Little v. Auto Stiegler, Inc. (2003) 29 Cal.4th 1064, 1082.) Public policy favors enforcing arbitration agreements by interpreting them to be consistent with the law, such as by severing any unconscionable terms. (Lange v. Monster Energy Company (2020) 46 Cal.App.5th 436, 453.)

Plaintiff relies on the principle that uncertainties should be interpreted against the drafting party. Here, a contrary principle applies: “A contract must receive such an interpretation as will make it

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.**

May 4, 2023

9:00 AM

Judge: Honorable Armen Tamzarian

Judicial Assistant: J. Clavero

Courtroom Assistant: T. Isunza

CSR: None

ERM: None

Deputy Sheriff: None

lawful, operative, definite, reasonable, and capable of being carried into effect, if it can be done without violating the intention of the parties." (Civ. Code, § 1643.)

Disposition

Defendants' motion to compel arbitration is granted.

Plaintiff Dylan Yeiser-Fodness is ordered to arbitrate this action against defendants 5 Star K-9 Academy, Inc. dba Master Dog Training and Ekaterina Korotun. The court hereby stays the entire action pending resolution of the arbitration proceeding.

The Motion to Compel Arbitration filed by 5 Star K-9 Academy, Inc., a California corporation on 03/21/2023 is Granted.

The case is ordered stayed pending binding arbitration as to the entire action.

All other scheduled hearings set in this department are ordered vacated.

Post-Arbitration Status Conference is scheduled for 05/14/2024 at 08:30 AM in Department 52 at Stanley Mosk Courthouse.

Notice is waived.

EXHIBIT C



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

1101 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856)435-6401

May 30, 2023

Young W. Ryu, Esq.
LOYR, APC
1055 West 7th Street
Suite 2290
Los Angeles, CA 90017
Via Email to: young.ryu@loywr.com

Natalia Foley, Esq.
Law Offices of Natalia Foley
751 South Weir Canyon Road
Suite 157-455
Anaheim, CA 92808
Via Email to: nfoleylaw@gmail.com

Case Number: 01-23-0002-2091

Dylan Yeiser-Fodness
-vs-
Master Dog Training, 5 Star K-9 Academy, Inc. and
Ekaterina Korotun

Dear Parties:

The outcome of our preliminary administrative review, which is subject to review by the arbitrator, is that this dispute will be administered in accordance with the AAA Employment Arbitration Rules and Employment Due Process Protocol, which can be found on our website, www.adr.org. Please note that the AAA's administrative review is not an opinion on whether the arbitration agreement, the contract or plan, or any part of them is legally enforceable, nor is it a determination regarding the arbitrability of the dispute.

Under California law (the Ethics Standards for Neutral Arbitrators in Contractual Arbitration), upon the appointment of an arbitrator in consumer arbitrations, the AAA is required to disclose certain information regarding cases we have administered. Also, pursuant to the California Code of Civil Procedure section 1281.96, the AAA must collect and make available to the public information regarding our involvement in, and outcome of, consumer arbitrations.

The AAA relies on the information provided by the parties to fulfill its obligations under California law. Please take the time to review party names in the case caption (located under the case number at the top of this letter) and immediately advise me if any changes need to be made.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs. This waiver of fees does not include arbitrator fees and compensation. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. A consumer meeting these requirements must submit to the AAA a declaration under of oath regarding monthly income and the number of persons in the consumer's household. Please email me if you have any questions regarding the waiver of administrative fees.

In cases before a single arbitrator, a non-refundable filing fee of \$350.00, is due from the employee when a claim is filed, unless the arbitration agreement provides that the employee pay less. A non-refundable fee of \$2,100.00 is due from the employer, unless the arbitration agreement provides that the employer pay more.

We have received the employee's portion of the filing fee in the amount of \$350.00. Accordingly, we request that the employer pay its share of the filing fee in the amount of \$2,100.00 by June 29, 2023. Upon receipt of the balance of the filing fee, the AAA will proceed with administration.

The invoice attached shall serve as the invoice pursuant to California Code of Civil Procedure section 1281. Payment is due on upon receipt of this invoice. As this arbitration is subject to California Code of Civil Procedure 1281.97, payment must be paid by June 29, 2023 or the AAA will close the parties' case. Pursuant to California Code of Civil Procedure 1281.97, the AAA cannot grant any extensions to this payment deadline.

Please note payment can be submitted by credit card or electronic check. A secured paylink will be forthcoming with instructions to submit payment via either method. If paying by physical check, please send payment via trackable delivery service.

The AAA's administrative fees are based on filing and service charges. Arbitrator compensation is not included in this schedule. The AAA may require arbitrator compensation deposits in advance of any hearings. Unless the employee chooses to pay a portion of the arbitrator's compensation, the employer shall pay all of the arbitrator's fees and expenses.

Please note: no answering statement or counterclaim is due at this time. The AAA will notify the parties of the response deadlines when all fees have been received.

We would like to remind the employer that Under the Costs of Arbitration Section of the Employment/Workplace Arbitration Rules, the "employer's full share is due as soon as the employee meets his or her filing requirements, even if the matter settles or is withdrawn". This notice confirms that employee's filing requirements have been met.

We hope that this situation does not escalate to this level, but we want you to be aware that it is the policy of the AAA that if an employer does not comply with our request to pay the administrative fees stated in the Employment/Workplace Fee Schedule, the AAA may decline to administer future cases involving that employer. In addition, the employer may be requested to remove the AAA as the provider organization from their employment arbitration clauses.

If you have any questions, please email the Employment Filing Team at employmentFiling@adr.org and we will be happy to assist you.

Sincerely,
Employment Filing Team
employmentFiling@adr.org
(856) 679-4610

cc:

EXHIBIT D



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

1101 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856)435-6401

July 5, 2023

Young W. Ryu, Esq.
LOYR, APC
1055 West 7th Street
Suite 2290
Los Angeles, CA 90017
Via Email to: young.ryu@loywr.com

Natalia Foley, Esq.
Law Offices of Natalia Foley
751 South Weir Canyon Road
Suite 157-455
Anaheim, CA 92808
Via Email to: nfoleylaw@gmail.com

Case Number: 01-23-0002-2091

Dylan Yeiser-Fodness
-vs-
Master Dog Training, 5 Star K-9 Academy, Inc. and
Ekaterina Korotun

Dear Parties:

Further to the AAA's letter dated May 30, 2023, the Respondent has failed to submit the previously requested filing fee within the time required; accordingly pursuant to California Code of Civil Procedure Section 1281.97, we have administratively closed our file in this matter. Any filing fees received from the Claimant will be refunded under separate cover

Because the employer has failed to comply with the Employment Arbitration Rules and the Employment Due Process Protocol, we will decline to administer any future employment matter involving Respondent. We ask that Respondent remove our name from its arbitration agreements so there is no confusion to the public.

Pursuant to the AAA's current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 18 months after the date of this letter.

Please email employmentfiling@adr.org if you have any questions and we will be happy to assist you.

Sincerely,

Employment Filing Team
Employmentfiling@adr.org
(856) 679-4610

cc:

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PROOF OF SERVICE

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

On July 6, 2023, I served the following on the interested party as follows:
DECLARATION OF YOUNG W. RYU IN SUPPORT OF PLAINTIFF'S MOTION TO VACATE ORDER COMPELLING CASE TO ARBITRATION PER C.C.P. SECTION 1281.98 AND LIFT STAY AND FOR AN AWARD OF MONETARY SANCTIONS IN THE AMOUNT OF \$16,605.65 AGAINST ALL DEFENDANTS AND THEIR COUNSEL OF RECORD

Natalia Foley
nfoleylaw@gmail.com
LAW OFFICES OF NATALIA FOLEY
751 S Weir Canyon Rd Ste 157-455
Anaheim, CA 92808
Attorney for Defendants

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.

BY ELECTRONIC SERVICE:

My electronic service address is martha.gutierrez@loywr.com. Per the parties' agreement, through their respective counsel, to accept electronic service and pursuant to California Code of Civil Procedure section 1010.6, I served the foregoing document on the interested party at the electronic service addresses (e-mail addresses) listed above and did not receive Notice of Failure.

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 July 6, 2023, in Los Angeles, California.



Martha Gutierrez