



To ensure your demand is processed promptly, please file online at www.adr.org/support. Complete this form, provide last known email addresses and include a copy of the Arbitration Agreement, Plan or Contract.

Parties (Claimant)

Name of Claimant:		
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address:	
Representative's Name (if known):		
Firm (if applicable):		
Representative's Address:		
City:	State:	Zip Code:
Phone No.:	Email Address:	

Parties (Respondent)

Name of Respondent:		
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address:	
Representative's Name (if known):		
Firm (if applicable):		
Representative's Address:		
City:	State:	Zip Code:
Phone No.:	Email Address:	

Mediation: If you would like the AAA to contact the other parties and attempt to arrange mediation, please check this box

Claim: What was/is the employee/worker's annual wage range? x Less than \$100,000 \$100,000-\$250,000 Over \$250,000
Note: This question is required by California law.

Amount of Claim: _____

Claim involves: Statutorily Protected Rights Non-Statutorily Protected Rights

In detail, please describe the nature of each claim. You may attach additional pages if necessary:

EXHIBIT 1

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9. Misclassification as Independent Contractor

DEMAND FOR JURY TRIAL

Plaintiff DYLAN YEISER-FODNESS (“PLAINTIFF”), an individual, complains of Defendants MASTER DOG TRAINING, a California corporation (“MASTER”); 5 STAR K-9 ACADEMY, INC., a California corporation (“5 STAR”); EKATERINA KOROTUN, an individual (“KOROTUN”); and DOES 1 through 25, inclusive (collectively “DEFENDANTS”) and each of them, and alleges as follows:

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” Jurisdiction is conferred on this Court as to all causes of action as they arise under state statutory or common law.

2. The Superior Court of the State of California has jurisdiction over Defendants MASTER, 5 STAR, and KOROTUN, who conduct business in the State of California.

3. Pursuant to California Code of Civil Procedure section 395(a), venue is proper in the County of Los Angeles because the defendants’ obligations and liability arose, at least in part, therein, and because the alleged injuries sustained by PLAINTIFF occurred in the County of Los Angeles, including the unlawful employment practices of MASTER, 5 STAR, and KOROTUN, and DOES 1 through 25, inclusive, as alleged herein.

PARTIES

4. Plaintiff DYLAN YEISER-FODNESS (“Plaintiff”) is, and at all times relevant to this Complaint was, an individual residing in Los Angeles County, California.

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1 5. PLAINTIFF is informed and believes, and upon such basis alleges,
2 that at all times relevant hereto, Defendant MASTER was and is a corporation
3 organized and existing under the laws of California; and was and is registered to
4 conduct business in the State of California. PLAINTIFF is informed and believes
5 and thereon alleges that the principal place of business for Defendant MASTER is
6 located at 7332 Remmet Ave, Canoga Park, CA 91303. At all material times,
7 MASTER was an “employer” of PLAINTIFF within the meaning of all applicable
8 California state laws, statutes, and regulations.

9 6. PLAINTIFF is informed and believes, and upon such basis alleges,
10 that at all times relevant hereto, Defendant 5 STAR was and is a corporation
11 organized and existing under the laws of California; and was and is registered to
12 conduct business in the State of California. PLAINTIFF is informed and believes
13 and thereon alleges that the principal place of business for Defendant 5 STAR is
14 located at 12730 Mulholland Dr., Los Angeles, CA 90210. At all material times, 5
15 STAR was an “employer” of PLAINTIFF within the meaning of all applicable
16 California state laws, statutes, and regulations.

17 7. PLAINTIFF is informed and believes, and upon such basis alleges,
18 that at all times relevant hereto, Defendant KOROTUN was and is an individual,
19 and the owner/operator of 5 STAR and MASTER. At all material times, KOROTUN
20 was an “employer” of PLAINTIFF within the meaning of all applicable California
21 state laws, statutes, and regulations.

22 8. PLAINTIFF is informed and believes and based thereon alleges that,
23 at all material times alleged herein, Defendants MASTER, 5 STAR, KOROTUN,
24 and DOES 1 through 25, inclusive, and each of them, were the agents, partners,
25 joint venturers, joint employers, representatives, servants, employees, successors-
26 in-interest, co-conspirators, and assigns, each of the other, and all times relevant
27 hereto were acting within the course and scope of their authority as such agents,
28 partners, joint venturers, joint employers, representatives, servants, employees,

1 successors-in-interest, co-conspirators, and assigns, and all acts or omissions alleged
2 herein were duly committed with the ratification, knowledge, permission,
3 encouragement, authorization, and consent of each defendant designated herein.

4 9. The true names and capacities, whether corporate, associate,
5 individual, or otherwise, of defendants DOES 1 through 25, inclusive, are presently
6 unknown to PLAINTIFF who sues said defendants by such fictitious names.
7 PLAINTIFF is informed and believes and based thereon alleges that each of the
8 defendants designated as DOE is in some manner responsible and liable for the
9 wrongs and damages as alleged below, and in so acting, was functioning as the
10 agent, servant, partner, and employee of the codefendants; and in doing such
11 actions mentioned below, was acting within the course and scope of his or her
12 authority as such agent, servant, partner, and employee with the permission and
13 consent of the codefendants. PLAINTIFF will seek leave of court to amend this
14 Complaint to show the true names and capacities when the same have been
15 ascertained.

16 10. Defendants MASTER, 5 STAR, KOROTUN, and DOES 1 through 25,
17 inclusive, will be hereinafter collectively referred to as “DEFENDANTS.”

18 11. Whenever and wherever reference is made of individuals who are not
19 named as PLAINTIFF or DEFENDANTS in this Complaint, but were agents,
20 servants, employees, and/or supervisors of DEFENDANTS, such individuals at all
21 relevant times acted on behalf of DEFENDANTS within the scope of their
22 employment.

23 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

24 12. KOROTUN owned and/or controlled the businesses operated by
25 MASTER and 5 STAR, and furthermore, KOROTUN exercised control over the
26 labor practices of each and every one of the employees (inclusive of Plaintiff), of each
27 and every one of their said interests, and caused the violations at issue in this
28 Complaint.

1 13. Plaintiff is informed and believes, and based thereon alleges that there
2 exists such a unity of interest and ownership between KOROTUN, MASTER, 5
3 STAR, and DOES 1-25 that the individuality and separateness of Defendants have
4 ceased to exist.

5 14. Plaintiff is informed and believes, and based thereon alleges that
6 despite the formation of purported corporate existence, KOROTUN, MASTER, 5
7 STAR, and DOES 1-25 are, in reality, one and the same including, but not limited
8 to, because:

9 a. MASTER and 5 STAR are completely dominated and controlled
10 by KOROTUN, who personally committed the violations of laws as set forth
11 in this complaint, and who have hidden and currently hide behind MASTER
12 and 5 STAR to perpetrate frauds, circumvent statutes, or accomplish some
13 other wrongful or inequitable purpose.

14 b. KOROTUN is the owner, director, officer, and/or managing
15 agent of MASTER and 5 STAR, and the term managing agent has the same
16 meaning as in subdivision (b) of Section 3294 of the California Civil Code.

17 c. DOES 1-25 derive actual and significant monetary benefits by
18 and through KOROTUN, 5 STAR, and MASTER, and their unlawful conduct,
19 and by using KOROTUN, 5 STAR, and MASTER as the funding source for
20 their own personal expenditures.

21 15. Plaintiff is informed and believes that KOROTUN, MASTER, 5 STAR,
22 and DOES 1-25, while really one and the same, were segregated to appear as
23 though separate and distinct for purposes of perpetrating a fraud, circumventing a
24 statute, or accomplishing some other wrongful or inequitable purpose.

25 16. Plaintiff is informed and believes that KOROTUN, MASTER, and 5
26 STAR do not comply with all requisite corporate formalities to maintain a legal and
27 separate corporate existence.

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1 17. Plaintiff is informed and believes, and based thereon alleges, that the
2 business affairs of KOROTUN, MASTER, 5 STAR, and DOES 1-25 are, and at all
3 times relevant were, so mixed and intermingled that the same cannot reasonably be
4 segregated, and the same are in inextricable confusion. KOROTUN, MASTER, 5
5 STAR, are, and at all times relevant hereto were, used by DOES 1-25 as a mere
6 shell and conduit for the conduct of certain of Defendants' affairs, and is, and was,
7 the alter ego of DOES 1-25. The recognition of the separate existence of KOROTUN,
8 MASTER, and 5 STAR would not promote justice, in that it would permit
9 Defendants to insulate themselves from liability to Plaintiff for violations of the
10 Government Code, Civil Code, Labor Code, and other statutory violations. The
11 corporate existence of KOROTUN, MASTER, 5 STAR, and DOES 1-25 should be
12 disregarded in equity and for the ends of justice because such disregard is necessary
13 to avoid fraud and injustice to Plaintiff herein.

14 18. Accordingly, KOROTUN, MASTER, and 5 STAR constitute the alter
15 ego of each other, and DOES 1-25, and the fiction of their separate corporate
16 existence must be disregarded.

17 19. As a result of the aforementioned facts, Plaintiff are informed and
18 believes, and based thereon alleges that KOROTUN, MASTER, 5 STAR, and DOES
19 1-25 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff
20 was an employee of KOROTUN, MASTER, 5 STAR, and DOES 1-25. Plaintiff
21 performed services for each and every one of Defendants, and to the mutual benefit
22 of all Defendants, and all Defendants shared control of Plaintiff as employee, either
23 directly or indirectly, and the manner in which Defendants' business was and is
24 conducted.

25 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 20. From approximately October 2, 2020, and until DEFENDANTS
27 wrongfully terminated PLAINTIFF on or about April 24, 2022, DEFENDANTS
28

1 employed PLAINTIFF as a dog trainer. Throughout his employment, PLAINTIFF
2 was a dedicated and reliable employee.

3 21. Throughout his employment, PLAINTIFF was compensated at an
4 hourly rate of \$20.

5 22. PLAINTIFF'S regular shift was from 8 a.m. to 9 or 10 p.m. (13 to 14
6 hours per day), 6 to 7 days per week. Thus, PLAINTIFF regularly worked up to 6
7 hours of overtime per day, and up to 42 hours of overtime per week. Despite these
8 facts, PLAINTIFF was never paid the proper overtime rate of \$30 per hour.

9 23. Additionally, throughout his employment, PLAINTIFF never received
10 his required 30-minute meal breaks or 10-minute rest breaks.

11 24. As a result of DEFENDANTS' failure to properly pay for all overtime
12 compensation and rest break premiums, PLAINTIFF was not provided with
13 accurate itemized wage statements. DEFENDANTS paid PLAINTIFF by check
14 only, often using personal checks, and never itemized any of PLAINTIFF'S
15 earnings.

16 25. Beginning in approximately November 2020, PLAINTIFF complained
17 to DEFENDANTS about his unpaid overtime and missed meal and rest breaks.
18 Despite his concerns, DEFENDANTS never ceased their illegal practices.

19 26. For the next two years, PLAINTIFF continued to raise concerns about
20 DEFENDANTS' illegal conduct. Shortly before his termination, PLAINTIFF
21 became even more persistent. His complaints became daily, public, and in writing.

22 27. On or about April 24, 2022, DEFENDANTS terminated PLAINTIFF on
23 the pretext that he was using the bathroom too much. On information and belief,
24 DEFENDANTS terminated PLAINTIFF as retaliation for his complaints about
25 DEFENDANTS' illegal business practices.

26 28. DEFENDANTS did not pay all compensation due to PLAINTIFF at the
27 time of his termination, including but not limited to unpaid overtime and missed
28 meal and rest period premiums. DEFENDANTS also insisted that PLAINTIFF sign

1 a mutual release for liability. Because PLAINTIFF refused to sign, DEFENDANTS
2 have completely withheld his final 40 hours of pay.

3 29. Throughout the course of PLAINTIFF'S employment, through and
4 including the last day that PLAINTIFF worked, DEFENDANTS completely
5 controlled PLAINTIFF's performance, including the manner in which PLAINTIFF
6 was to perform his required duties as follows:

7 A. DEFENDANTS provided PLAINTIFF with all supplies and costs as
8 required to perform his duties;

9 B. PLAINTIFF was told what days and hours he was required to work,
10 where to go and what to do;

11 C. PLAINTIFF had no ability to turn down jobs assigned to him by
12 DEFENDANTS;

13 D. DEFENDANTS had the right to discipline PLAINTIFF and to fire
14 PLAINTIFF at will;

15 E. PLAINTIFF was not required to make any major investments in
16 equipment or materials to provide the services;

17 F. PLAINTIFF'S occupation and work is usually done under the direction
18 of the principal or a supervisor; and

19 G. PLAINTIFF believed that by going to work for DEFENDANTS, he was
20 creating an employer-employee relationship.

21 30. On or about May 18, 2022, PLAINTIFF, through his attorneys, sent
22 DEFENDANTS a written request for a copy of his wage records. As of the date of
23 filing this Complaint, however, DEFENDANTS have failed to produce the requested
24 records.

25 31. PLAINTIFF is informed and believes and based thereon alleges that
26 DEFENDANTS intentionally and willfully took the aforementioned adverse
27 employment actions and disparate treatment because of his exercise of his rights
28 under Labor Code §98.6.

1 according to proof at time of trial, but in amounts in excess of the minimum
2 jurisdiction of this Court.

3 44. Defendants have committed the acts alleged herein knowingly and
4 willfully, with the wrongful and deliberate intention of injuring Plaintiff, from
5 improper motives amounting to malice, and in conscious disregard of Plaintiff's
6 rights. Plaintiff is thus entitled to recover nominal, actual, and compensatory
7 damages in amounts according to proof.

8 45. Under the statutes cited above, Plaintiff is entitled to recover the
9 unpaid balance of overtime compensation, plus interest, penalties, attorney fees,
10 expenses and costs of suit.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PERMIT INSPECTION OR COPYING OF PERSONNEL FILE**

13 **(Violation of California Labor Code § 1198.5, et seq.)**

14 **(By PLAINTIFF Against MASTER and DOES 1 through 25, inclusive)**

15 46. PLAINTIFF repeats and re-alleges the allegations set forth above and
16 incorporates the same by reference as though fully set forth herein.

17 47. California Labor Code 1198.5, subdivision (a) provides that “[e]very
18 current and former employee, or his or her representative, has the right to inspect
19 and receive a copy of the personnel records that the employer maintains relating to
20 the employee’s performance or to any grievance concerning the employee.” Under
21 California Labor Code section 432, an employee is entitled to a copy of any
22 employment-related document that the employee has signed.

23 48. California Labor Code 1198.5, subdivision (b)(1) provides that, “[u]pon
24 a written request from a current or former employee, or his or her representative,”
25 an employer must provide a copy of the personnel records “not later than 30
26 calendar days from the date the employer receives the request.” California Labor
27 Code 1198.5, subdivision (b)(1) also allows the parties to mutually agree to an
28 extension of time “not to exceed 35 calendar days from the employer’s receipt of the

1 written request.”

2 49. On or about May 18, 2022, PLAINTIFF, through his attorneys, sent
3 DEFENDANTS a written request for a copy of his personnel file. According to the
4 USPS tracking information, DEFENDANTS received this written request on or
5 about May 23, 2022. Pursuant to California Labor Code 1198.5, subdivision (b)(1),
6 DEFENDANTS had until June 22, 2022, to produce the requested personnel file.
7 As of the date of filing this Complaint, however, DEFENDANTS have failed to
8 produce the requested personnel file.

9 50. As a result of DEFENDANT’s violation of California Labor Code
10 section 1198.5, PLAINTIFF has suffered injury and damage to his
11 statutorily-protected rights.

12 51. More specifically, PLAINTIFF has been injured by DEFENDANTS’
13 intentional and willful violation of California Labor Code section 1198.5 because
14 PLAINTIFF was denied both his legal right to receive, and his protected interest in
15 receiving, a copy of the records pertaining to his employment pursuant to section
16 1198.5.

17 52. As a result of DEFENDANTS’ failure to permit PLAINTIFF to inspect
18 or copy records within any time period permissible under California law,
19 PLAINTIFF is entitled to recover a penalty in the amount of seven-hundred and
20 fifty dollars (\$750) from DEFENDANTS, as well as injunctive relief and an award of
21 costs and reasonable attorneys’ fees, recoverable under section 1198.5.

22 53. Wherefore, PLAINTIFF prays for judgment as set forth below.

23 **FOURTH CAUSE OF ACTION**
24 **MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL LABOR CODE**
25 **§§ 200, 226.7, 512, and 12 CCR 11040**
26 **(By PLAINTIFF Against All DEFENDANTS)**

27 54. Plaintiff hereby re-alleges and incorporates by reference all preceding
28 paragraphs as though fully set forth herein.

1 her wages shall become due and payable not later than 72 hours thereafter, unless
2 the employee has given 72 hours previous notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.”

4 64. Pursuant to Labor Code § 201, upon Plaintiff's termination,
5 Defendants were required to pay all earned wages.

6 65. At the time of Plaintiff's termination, Plaintiff had unpaid wages,
7 which wages were uncompensated overtime and unpaid rest and meal break
8 premiums.

9 66. In violation of Labor Code § 201, Defendants failed to pay Plaintiff the
10 full amount of wages due and owing him, in amounts to be proven at the time of
11 trial.

12 67. Defendants' willful failure to pay Plaintiff all of the wages due and
13 owing him constitutes violations of Labor Code §§ 201 and 203, which provides that
14 an employee's wages will continue as a penalty up to thirty (30) days from the time
15 the wages were due. Therefore, Plaintiff is entitled to penalties pursuant to Labor
16 Code §203 for each and every violation of Labor Code § 201.

17 68. WHEREFORE, Plaintiff requests relief as hereinafter provided.

18 **SIXTH CAUSE OF ACTION**

19 **RETALIATION IN VIOLATION OF CAL. LABOR CODE § 98.6**

20 **(By PLAINTIFF Against All DEFENDANTS)**

21 69. Plaintiff realleges and incorporates by reference the allegations in the
22 preceding paragraphs, inclusive, as though set forth in full herein.

23 70. At all times hereto, Labor Code §98.6 was in full force and effect, and
24 was binding upon Defendants. These laws prohibit an employer from discharging an
25 employee or in any manner discriminating, retaliating, or taking any adverse action
26 against any employee because, among other things, the employee made a written or
27 oral complaint that he or she is owed unpaid wages, or because of the exercise by
28

1 the employee or applicant for employment on behalf of himself, herself, or others of
2 any rights afforded him or her.

3 71. Since in or around November 2020, and especially in or around April
4 2022, Plaintiff made frequent requests to Defendants that he be compensated at the
5 overtime rate, and receive adequate breaks, as described above.

6 72. In response, Defendants terminated Plaintiff.

7 73. Said conduct violates Labor Code §98.6, and such violations were a
8 proximate cause in Plaintiff's damage as stated below.

9 74. As a result of Defendants' actions, Plaintiff has suffered and will
10 continue to suffer general and special damages, including pain and emotional
11 distress, anxiety, depression, headaches, tension, and other physical ailments, as
12 well as medical expenses, expenses for psychological counseling and treatment, and
13 past and future lost wages and benefits.

14 75. As a result of the above, Plaintiff is entitled to past and future lost
15 wages, bonuses, commissions, and benefits.

16 76. Plaintiff claims general damages for emotional and mental distress
17 and aggravation in a sum in excess of the jurisdictional minimum of this court.

18 77. Because the acts taken toward Plaintiff were carried out by
19 managerial employees acting in a deliberate, cold, callous, cruel and intentional
20 manner, in conscious disregard of Plaintiff's rights and in order to injure and
21 damage him, Plaintiff requests that punitive damages be levied against Defendants
22 and each of them, in sums in excess of the jurisdictional minimum of this court.

23 78. The foregoing conduct of Defendants individually, or by and through
24 their managing agents, was intended by the Defendants to cause injury to the
25 Plaintiff or was despicable conduct carried on by the Defendants with a willful and
26 conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and
27 unjust hardship in conscious disregard of Plaintiff's rights such as to constitute
28 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to

1 punitive damages in an amount appropriate to punish or make an example of
2 Defendants.

3 79. In addition to all other remedies available to Plaintiff, Plaintiff is
4 entitled to a civil penalty of \$10,000.00 pursuant to Labor Code §98.6(b)(3), for
5 Defendants' violation of Labor Code §98.6.

6 80. WHEREFORE, Plaintiff requests relief as hereinafter provided.

7 **SEVENTH CAUSE OF ACTION**

8 **TORTIOUS WRONGFUL TERMINATION**

9 **IN VIOLATION OF PUBLIC POLICY**

10 **(By PLAINTIFF Against All DEFENDANTS)**

11 81. Plaintiff realleges and incorporate by reference all preceding
12 paragraphs, inclusive, as though set forth in full herein.

13 82. At all relevant times mentioned in this complaint, Labor Code §98.6
14 was in full force and effect and was binding on Defendants. These laws prohibit an
15 employer from discharging an employee or in any manner discriminating,
16 retaliating, or taking any adverse action against any employee because, among
17 other things, the employee made a written or oral complaint that he or she is owed
18 unpaid wages, or because of the exercise by the employee or applicant for
19 employment on behalf of himself, herself, or others of any rights afforded him or
20 her.

21 83. At all times mentioned in this complaint, it was a fundamental policy
22 of the State of California that Defendants cannot discriminate and/or retaliate
23 against any employee for complaining about the employer's refusal to pay wages
24 and/or violations of the Labor Code, and/or for exercising rights guaranteed to the
25 employee under the Labor Code.

26 84. Plaintiff believes and thereon alleges that his complaints about
27 Defendants' wage and hour violations as enumerated in this Complaint was a factor
28 in Defendants' conduct as alleged hereinabove.

1 85. Such discrimination and retaliation, resulting in the wrongful
2 termination of Plaintiff's employment on the basis of engaging in the
3 aforementioned protected activities were a proximate cause in Plaintiff's damages
4 as stated below.

5 86. As a result of Defendants' actions, Plaintiff has suffered and will
6 continue to suffer general and special damages, including pain and emotional
7 distress, anxiety, depression, headaches, tension, and other physical ailments, as
8 well as medical expenses, expenses for psychological counseling and treatment, and
9 past and future lost wages and benefits.

10 87. As a result of the above, Plaintiff is entitled to past and future lost
11 wages, bonuses, commissions, and benefits.

12 88. Plaintiff claims general damages for emotional and mental distress
13 and aggravation in a sum in excess of the jurisdictional minimum of this court.

14 89. Because the acts taken toward Plaintiff was carried out by managerial
15 employees acting in a deliberate, cold, callous, cruel and intentional manner, in
16 conscious disregard of Plaintiff's rights and in order to injure and damage him,
17 Plaintiff requests that punitive damages be levied against Defendants and each of
18 them, in sums in excess of the jurisdictional minimum of this court.

19 90. The foregoing conduct of Defendants individually, or by and through
20 their managing agents, was intended by the Defendants to cause injury to the
21 Plaintiff or was despicable conduct carried on by the Defendants with a willful and
22 conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and
23 unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute
24 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
25 punitive damages in an amount appropriate to punish or make an example of
26 Defendants.

27 91. WHEREFORE, Plaintiff requests relief as hereinafter provided.

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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATIONS OF CAL. B&P CODE §§ 17200, ET SEQ.**

3 **(By PLAINTIFF Against All DEFENDANTS)**

4 92. Plaintiff re-alleges and incorporate by reference all of the allegations in
5 the preceding paragraphs, inclusive, as though set forth in full herein.

6 93. Section 17200 of the California Business and Professions Code
7 prohibits any unlawful, unfair or fraudulent business act or practice.

8 94. Plaintiff has suffered and continues to suffer injury in fact and
9 monetary damages as a result of Defendants' actions. The actions by Defendants as
10 herein alleged amount to conduct which is unlawful and a violation of law. As such,
11 said conduct amounts to unfair business practices in violation of Business and
12 Professions Code § 17200, et seq.

13 95. Defendants' conduct as herein alleged has damaged Plaintiff by, but
14 not limited to, failing to pay him overtime and double time, failing to provide proper
15 wage statements, and failing to provide Plaintiff with legally mandated meal and
16 rest periods. Defendants' actions are thus substantially injurious to Plaintiff
17 causing his injury in fact and loss of money.

18 96. As a result of such conduct, Defendants have unlawfully and unfairly
19 obtained monies due to Plaintiff.

20 97. The amount of wages due Plaintiff can be readily determined from
21 Defendants' records. Plaintiff is entitled to restitution of monies due and obtained
22 by Defendants during the period of last 4 years as a result of Defendants' unlawful
23 and unfair conduct.

24 98. Defendants course of conduct, acts, and practices in violation of the
25 California law as mentioned in each paragraph above constitutes a separate and
26 independent violation of §17200 et seq. of the Business and Professions Code.

27 99. The harm to Plaintiff of being wrongfully denied lawfully earned and
28 unpaid wages outweighs the utility, if any, of Defendants' policies and practices

1 and, therefore, Defendants' actions described herein constitute an unfair business
2 practice or act within the meaning of Business and Professions Code § 17200.

3 100. Defendants' conduct described herein threatens an incipient violation
4 of California's wage and hour laws, and/or violates the policy or spirit of such laws,
5 or otherwise significantly threatens or harms competition.

6 101. Defendants' course of conduct described herein further violates
7 Business and Professions Code 17200 in that it is fraudulent, improper, and unfair.

8 102. The unlawful, unfair, and fraudulent business practices and acts of
9 Defendants as described herein above have injured Plaintiff in that he was
10 wrongfully denied the timely and full payment of wages due to him.

11 103. WHEREFORE, Plaintiff requests relief as hereinafter provided.

12 **NINTH CAUSE OF ACTION**

13 **MISCLASSIFICATION AS "INDEPENDENT CONTRACTOR"**

14 **(By PLAINTIFF Against All DEFENDANTS)**

15 104. Plaintiff realleges and incorporates by reference all of the allegations
16 in the preceding paragraphs, as though set forth in full herein.

17 105. Throughout Plaintiff's employment with Defendants Plaintiff was an
18 employee of Defendants, and each of them based upon their alter ego relationship,
19 as defined by California Labor Code § 350(b). However, Defendants purposefully
20 misclassified Plaintiff as an "Independent Contractor" because, by so doing,
21 Defendants lowered their cost of doing business by means of, but not limited to, the
22 following:

- 23 A. Defendants did not report or pay the employer's share of federal or
24 state payroll taxes with respect to any of the funds paid to Plaintiff, as
25 required by required by federal and state law;
- 26 B. Defendants did not provide or pay for Workers Compensation
27 insurance for Plaintiff;

1 C. Defendants did not provide or pay for State Disability insurance for
2 Plaintiff; and

3 D. Defendants did not provide or pay for benefits to Plaintiff that other of
4 Defendants' employees received.

5 106. As a direct and proximate result of the aforementioned violations of
6 California law committed by Defendants, Plaintiff has suffered, and continues to
7 suffer, substantial losses related to the loss of the employer's share of payroll taxes,
8 the use and enjoyment of such employee benefits, and expenses and attorneys' fees
9 in seeking to compel Defendants to fully perform their obligations under state law,
10 all to their damage in amounts according to proof at time of trial, but in amounts in
11 excess of the minimum jurisdiction of this Court. Plaintiff is thus entitled to recover
12 nominal, actual and compensatory damages in amounts according to proof at time of
13 trial, but in amounts in excess of the minimum jurisdiction of this Court.

14 107. Defendants' failure to classify Plaintiff as an employee, in violation of
15 California law, was knowing and intentional. Defendants have refused to classify
16 Plaintiff as an employee for false and fraudulent reasons. The decision to
17 misclassify Plaintiff as an "independent contractor" was made, maintained, and
18 enforced by Defendants, by and through their officers, directors and/or managing
19 agents, and was done willfully, maliciously, oppressively, and fraudulently, with the
20 wrongful and deliberate intention of injuring Plaintiff, and with a conscious
21 disregard for Plaintiff's rights and defendants' obligations under California laws, all
22 of which has deprived Plaintiff of his property and legal rights. Therefore, in
23 addition to all other types of relief requested herein, Plaintiff is entitled to recover
24 punitive and exemplary damages in amounts according to proof at time of trial, but
25 in amounts in excess of the minimum jurisdiction of this Court.

26 108. WHEREFORE, Plaintiff requests relief as hereinafter provided.
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28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, PLAINTIFF seeks judgment against DEFENDANTS, and each of
3 them, in an amount according to proof, as follows:

4 1. For a money judgment representing compensatory damages, including
5 lost wages, loss of earning capacity, employee benefits, and all other sums of money,
6 together with interest on these amounts; for other special damages; and for general
7 damages, including for past and future medical expenses for emotional distress;

8 2. For punitive damages, pursuant to California Civil Code section 3294,
9 in amounts sufficient to punish DEFENDANTS for the wrongful conduct alleged
10 herein and to deter such conduct in the future;

11 3. For prejudgment interest on each of the foregoing at the legal rate
12 from the date on which the obligation became due through the date of judgment in
13 this matter;

14 4. For post-judgment interest;

15 5. For penalties permitted by Labor Code §§ 98.6, 200, 201, 202, 203, 204,
16 210, 226, 226.3, 226.7, 227.3, 432, 500, 510, 512, 558, 1194, 1194.2, 1198.5, 2698 et
17 seq., and all other applicable sections;

18 6. For an award of penalty pursuant to California Labor Code section
19 226(f) against DEFENDANTS and DOES 1 through 25, for failure to permit
20 inspection or copying of PLAINTIFF's wage records, in the amount of \$750.00;

21 7. For an award of penalty pursuant to California Labor Code section
22 1198.5(k) against DEFENDANTS and DOES 1 through 25, for failure to permit
23 inspection or copying of PLAINTIFF's personnel file, in the amount of \$750.00;

24 8. For reasonable attorneys' fees, pursuant to the California Labor Code
25 sections 226, 1194, and 1198.5, California Code of Civil Procedure section 1021.5,
26 and/or other applicable law;

27 9. For costs of suit incurred herein; and

28 10. For any other relief that is just and proper.

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Respectfully submitted,

Dated: April 5, 2023

LOYR, APC



Young W. Ryu, Esq.
Joshua Park, Esq.
Kee Seok Mah, Esq.
Attorneys for Plaintiff DYLAN YEISER-
FODNESS

DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury as to all issues so triable.

Respectfully submitted,

Dated: April 5, 2023

LOYR, APC



Young W. Ryu, Esq.
Joshua Park, Esq.
Kee Seok Mah, Esq.
Attorneys for Plaintiff DYLAN YEISER-
FODNESS

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 April 7, 2023, I served the following document in a sealed envelope on the interested party as follows:

FIRST AMENDED COMPLAINT FOR DAMAGES

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 April 7, 2023, in Los Angeles, California.



Martha Gutierrez

EXHIBIT 2

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

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22STCV21852

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9:00 AM

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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

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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

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22STCV21852

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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 3

AGREEMENT FOR TRAINING SERVICES

1. PARTIES:

This training Services agreement ("Agreement") is made by and between 5 Star K-9 Academy - Royal Dog Academy (hereinafter - "Academy"), and:

First and Last Name:

DYLAN YEISER-FODNESS

Contact Address:

1147 5TH STREET
MANHATTAN BEACH, CA, 90266

Phone Number:

(310) 489-6631

Email:

dylan.fodness@gmail.com

California DL:

F5234316

(Hereinafter - "Student" or "You").

2. EFFECTIVE DATE:

This Agreement shall be effective as
of

8 (day)

10 (month)

2020 (year)

3. CONTENT OF THE AGREEMENT:

- A This Agreement is a legal agreement between you and Academy.
- B We suggest you keep a copy of this Agreement for your records
- C This Agreement states the terms and conditions that apply to all training services provided by Academy.

D "You" and "your" as used in this Agreement shall mean you individually and/or the entity on whose behalf you are obtaining training services.

E CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCEPTING THEM BY SIGNING THIS AGREEMENT

4. TERMS OF THE AGREEMENT:

. You hereby acknowledge and agree to the following:

- A. **Training Services.** 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. You are prohibited from audio or video recording any Academy provided trainings and may not permit a third party to record any Academy provided trainings.
- B. **Requirements.** You must obtain the prerequisite Academy educational materials, books, other instructional materials, necessary for training clothing, equipment and other supply at your own expenses, in compliance with the instructions provided by the trainer of each course taken at the Academy.
- C. **Confidential Information.** You agree not to use or otherwise disclose to any third party, without Academy's prior written consent, any Confidential Information learned under this Agreement, including through the training sessions.)
- D. **Training Materials.** Student agrees and acknowledges that Student is not obtaining any intellectual property right in or to any training materials provided by Academy to Student in connection with the provision to Student of Training Services ("Training Materials"), other than the rights of use specifically granted in this Agreement. Student will be entitled to keep and use all Training Materials provided by Academy to Student, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Academy. In particular and without limitation, Training Materials may not be modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. During the term of this Agreement, Student may copy the Training Materials for its internal use. All Academy trademarks, trade names, logos and notices present on the Training Materials will be preserved.

- E. **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 in accordance with the laws of the State of California, and shall be binding on the parties to this Agreement in the United States and worldwide. 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. English is the governing language of this Agreement.
- F. **Indemnification.** You will defend Academy against any claim or action brought by a third party against Academy arising from your violation of any such third party's privacy rights of the data you provide to Academy under this Agreement. You will pay those costs and damages finally awarded against Academy in any such claim or action (including reasonable attorneys' fees) that are specifically attributable to such claim or action, or those costs and damages agreed to in a monetary settlement of such claim or action. You shall have the right to settle those aspects of the claim or action dealing only with the payment of money, if it pays such amounts as part of the settlement or entry of judgment. Notwithstanding the preceding sentence, in connection with such defense or settlement, you may not enter into any agreement involving injunctive relief or imposition of any other obligation upon Academy without Academy's prior written consent.
- G. **Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS A,B,C,D ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS). THIS EXCLUSION OF DAMAGES APPLIES EVEN IF THE DEFENDING PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND HOWEVER THE DAMAGES HAVE ARISEN (WHETHER OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR SERVICES; OR ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR EXPRESS OR IMPLIED WARRANTY UNDER THIS AGREEMENT OR ANY THEORY OF LAW SUCH AS MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT).
- H. **Limitation of Financial Liability.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ACADEMY'S ENTIRE LIABILITY ARISING OUT OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE FEES PAID BY YOU TO ACADEMY FOR THE TRAINING SERVICES, WHETHER OR NOT THE ACTION OR CLAIM IS BASED IN CONTRACT, MISREPRESENTATION, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY.

- I. **Equitable Relief; Attorney's Fees.** The parties agree that the remedy of damages at law for a violation of any of the terms or conditions of this Agreement is an inadequate remedy. In recognition of the irreparable harm that such a violation would cause, the parties agree that in addition to any other remedies or relief afforded by law, any party may obtain an injunction relief without the need to post any bond or other security, it being the understanding of the parties that both damages and an injunction or order of specific performance shall be proper modes of relief and are not to be considered alternative remedies. In the event that any equitable relief action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.
- J. **Dispute Resolution and Arbitration clause.** Parties agree to use their best efforts to resolve any 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. Binding arbitration shall be held before a single arbitrator in Los Angeles, California in accordance with the American Arbitration Association's National Rules. Notwithstanding this agreement to arbitrate, neither party shall be precluded from seeking injunctive relief in a judicial forum.
- K. **Insurance.** In the event that Academy, its employees, agents or subcontractors enter premises occupied by or under the control of Academy in the performance of the Agreement, Academy agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above.

5. COST AND ENROLLMENT

You will be able to complete the following courses:

			Enrolled Date:
A.	Basic course Dog Training Course	50 hours	\$5,000.00
B.	K-9 training course	50 hours	\$5,000.00

C.	Professional Dog Training	50 hours	\$5,000.00
D.	Advanced Master Dog Training	60 hours	\$5,000.00

6. TUITION PAYMENT

- A Student will pay to Academy the fees and other compensation set forth in each Order Form. Student will also reimburse Academy for all reasonable out-of-pocket travel and living expenses incurred in the provision of the Services, and any other reimbursable items set forth in each Order Form.
- B All invoices will be paid within thirty (30) days from the date of the invoice. All payments are nonrefundable and made without the right of setoff or chargeback. Student will pay interest, at a rate equal to one percent (1%) per month on any undisputed amount that remains unpaid thirty (30) days after the date of the invoice. If Student fails to pay fees in accordance with this Section, Academy may suspend fulfilling its obligations under this Agreement until such payment is received by Academy.
- C Student will pay directly any taxes arising out of this Agreement or Academy's performance under this Agreement, including applicable local, state, federal and international sales taxes, value added taxes, withholding taxes, and any other taxes or duties of any kind, but excluding taxes on Academy's net income and all employer reporting and payment obligations with respect to Academy's personnel.
- D If any applicable law requires Student to withhold amounts from any payments to Academy under this Agreement, (a) Student will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Academy with tax receipts evidencing the payments of such amounts and (b) the sum payable by Student upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Academy receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Academy would have received and retained absent the required deduction or withholding.

7. EDUCATIONAL LOAN AND WORK FOR STUDY PROGRAM

- A. Academy's fees for completion of the Training shall be invoiced to the students upon registration for the course. All invoices for the training rendered are payable to Academy in advance, at least thirty (30) days before the beginning of the Training, upon receipt of invoice.

- B. Academy, at its own discretion, can offer student an option of tuition payment in a ways of (a) loan or (b) work to study program.
- C. Payment for the Training shall not be unreasonably withheld or delayed. If payment is past due for over 30 (thirty) days, the Academy has right to enforce unpaid tuition by filing a lawsuit in the Superior court of California, Los Angeles County. Past due amounts shall be subject to an interest charge of one percent (1%) per month or the highest rate authorized by law.
- D. If student accepts Tuition Loan via Work-To-Study program, the Master Promissory Note should be attached to this agreement, **subject to terms of this agreement**, as Exhibit 1.
- E. Student accepts Tuition Loan via Work-To-Study Program:
 Yes
 No
- F. Master Promissory Note (MPN) for Tuition Loan via Work-To-Study Program is attached:
 Yes
 No

8. MISCELLANEOUS

- A. **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 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, including but not limited to workers' compensation insurance.
- B. **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.
- C. **Subcontractors.** Academy may engage third parties to furnish services in connection with the Services, provided that such third parties have executed appropriate confidentiality agreements with Academy. In addition, Services may be performed by Affiliates of Academy. No engagement of a subcontractor will relieve Academy from any of its obligations under this Agreement.

D **TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and will remain and continue in effect, unless sooner terminated as provided under this Agreement. This Agreement may be terminated in whole or in part by each party (the "Non-Breaching Party") upon written notice to the other party if any of the following events occur by or with respect to such other party (the "Breaching Party"): (i) the Breaching Party commits a material breach of any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of notice to do so; or (ii) any insolvency of the Breaching Party, any filing of a petition in bankruptcy by or against the Breaching Party, any appointment of a receiver for the Breaching Party, or any assignment for the benefit of the Breaching Party's creditors. Upon termination, Academy will be entitled to recover payment for all Services and related expenses rendered through the date of termination, including for work in progress.

E **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Purchase orders shall be for the sole purpose of defining quantities, prices and describing the Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of a conflict between the terms of this Agreement and an Order Form, the terms of the Order Form will govern for that Order Form only. A statement of work signed by Academy and Student and incorporating this Agreement may serve as an Order Form under this Agreement.

F **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

G **Waiver.** No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement.

H **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due).

I **No Third Party Beneficiaries.** Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Academy and Student and do not create any right in favor of any third party.

G **Notices.** All notices must be in writing and shall be effective three (3) days after the date sent to the other party's headquarters as shown on the Order Form, Attention Legal Department.

9. ACCEPTANCE:

The parties acknowledge and confirm that they have read and approved the terms and conditions set forth in this Agreement, as deemed by the signatures below.

STUDENT:
DYLAN YEISER-FODNESS

ACADEMY:
Maxim Basyro

BY:


BY:


Dated:
10/8/2020

Dated:
10/8/2020

Exhibit I:

Master Promissory Note for Tuition Loan via
Work-To-Study Program,
Subject to the terms of AGREEMENT FOR
TRAINING SERVICES

dated: 10/8/2020

**MASTER PROMISSORY NOTE
(MPN)
DIRECT PRIVATE TUITION LOAN
AND WORK-TO-STUDY RDA PROGRAM**

This is Master promissory Note signed by the Student to acknowledge terms of the following tuition loan in work-to-study program:

PART I.

Creditor:

Borrower:

Amount: \$3500

Course to be paid for:

Terms of repayment: Cash within 30 days for completion of the above course.

Interest: If the unpaid amount of the loan is past due for over 30 days, the 10% yearly interest should apply to unpaid portion of the loan.

Work to study option: This loan is forgiven if the student fully completes "Work to study" RDA program for at least 2 years ~~hours~~.

Breach: If student signs up for RDA "work to study" program, but quit the program before the stated about number of work-to-study hours is completed, the student loan deemed to be in default, and student in in breach of this Tuition Loan agreement, and is responsible to the remainder of unpaid tuition immediately upon the occurrence of the breach.

PART II:

BORROWER INFORMATION:

Name and Permanent Address

DYLAN YEISER-FODNESS
1147 5TH ST MANHATTAN BEACH, CA, 90266

Social Security Number

609-98-7150

Date of Birth

06/27/1997

Driver's License State and

Number CALIFORNIA

F5234316

Area Code/Telephone Number

(310) 489-6631

REFERENCE INFORMATION:

List two persons with different U.S. addresses who have known you for at least three years.

Person 1 ANDREA YEISER

Person 2 CHRIS ELLIOTT

BORROWER REQUEST, CERTIFICATIONS, AUTHORIZATIONS, AND UNDERSTANDINGS

- A This is a Master Promissory Note (MPN) for one RDA TUITION Loan in the amount of \$3500.
- B Within 5 days of acceptance of this loan, or from the beginning of the program, whichever comes first, I may cancel a loan by refusing to accept it or returning all or a portion of a loan disbursement that is made to me.
- C Under penalty of perjury, I certify that the information I have provided on this MPN and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is provided in good faith

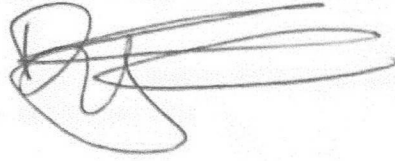
- D I understand that RDA will give me the opportunity to pay the loan via RDA WORK-TO-STUDY program
- E I understand and agree to work as an independent contractor of RDA for 2 years hours in order to re-pay this tuition loan.
- F I understand and agree that if I stop working for RDA under the WORK-TO-STUDY program before expiration of 2 years hours, I will be responsible for the unpaid portion of my tuition loan.

PART III

PROMISE TO PAY

- A I promise to pay to RDA Tuition loan amounts, plus interest and other charges and fees that may become due as provided in this MPN either in cash or via RDA WORK-TO-STUDY program.
- B I understand that more than one loan may be made to me under this MPN.
- C I understand that by accepting any disbursement issued at any time under this MPN, I agree to repay the loan associated with that disbursement.
- D If I do not make a payment on a loan made under this MPN when it is due, I will also pay reasonable collection costs, including but not limited to attorney fees, court costs, and other fees.
- E I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it.
- F I am entitled to an exact copy of this MPN
- G My signature certifies that I have read, understand, and agree to the terms and conditions of this MPN
- H I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN, AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

Borrower's Signature:



(signature)

10/8/2020

(date)

TUITION PAYMENT INVOICE # _____

Dated: "_____" "_____" 2018

FROM:

TO:

ROYAL DOG ACADEMY

(address and contact info)

(student name and address)

Student Name: DYLAN YEISER-FODNESS

Course Title:

Date of Enrollment: 10/8/2020

Tuition Due:

Loan Issued: \$ 3500

Work-To-Study Hours to re-
pay:

Expected date of the completion
of the Course:

Expected day of the completion
of the Work-To-Study program:

Student acknowledgment of receipt:

Student Signature:

Invoice received:

Loan Accepted:

Work-To-Study Program accepted:

Dated:

1 **PROOF OF SERVICE**

2 I am over 18 years old and not a party to this action. My business address is
3 1055 W. 7th Street, Los Angeles, CA 90017. On May 16, 2023, I served the foregoing
4 on the interested party as follows:

5 **1. CLAIMANT’S DEMAND FOR ARBITRATION (AAA)**

6 Natalia Foley
7 nfoleylaw@gmail.com
8 **LAW OFFICES OF NATALIA FOLEY**
9 751 S. Weir Canyon Rd Ste 157-455
10 Anaheim CA 92808

11 *Attorney for Defendants*

12 **BY U.S. MAIL:**

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

23 **BY ELECTRONIC SERVICE:**

24 My electronic service address is martha.gutierrez@loywr.com. Per the parties’
25 agreement, through their respective counsel, to accept electronic service and
26 pursuant to California Code of Civil Procedure section 1010.6, I served the
27 foregoing document on the interested party at the electronic service addresses
28 (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 May 16,
2023, in Los Angeles, California.



Martha Gutierrez