



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

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May 30, 2023

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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](http://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](mailto:employmentFiling@adr.org) and we will be happy to assist you.

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

cc: