



June 7, 2021

Lambda, Inc.
250 Montgomery Street
Floor 16
San Francisco, CA 94104
Via Mail & Email to: contact@lambdaschool.com

Case Number: 01-21-0003-8509

Linh Nguyen
-vs-
Lambda, Inc.

Dear Parties:

The claimant has filed with us a demand for arbitration. The American Arbitration Association (“AAA”) has determined that this arbitration arises out of a consumer agreement and, as such, the Consumer Arbitration Rules (“Consumer Rules”) apply to this dispute. The Consumer Rules may be found on our website at www.adr.org.

Under R-12 of the Consumer Rules, businesses that provide for AAA arbitration in a consumer contract are obligated to submit their current or proposed consumer agreements to the AAA for review and inclusion on the Consumer Clause Registry (“Registry”). The AAA reviews the agreement for material compliance with the due process standards of the Consumer Due Process Protocol (“Protocol”) and the Consumer Rules. The AAA’s review is administrative; it is not an opinion on whether the arbitration agreement, the contract, or any part of the contract is legally enforceable.

This business has not previously submitted its consumer arbitration clause for review. As such, the AAA will review the clause for this matter on an expedited basis. The additional fee for this expedited review is \$250, payable by the business.

The business is also directed to submit its current consumer arbitration clause for inclusion on the Registry at <https://www.adr.org/Consumer> at which time the business will also incur a \$500 Registry fee. Once the business’ clause is registered, it will no longer be assessed the \$250 additional expedited review fee on each consumer case filed.

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. Therefore, we ask that you 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.

Under the Consumer Rules, the consumer pays a filing fee of \$200 and the business pays a filing fee of \$300. We have received the consumer's \$200 portion of the filing fee. So that the filing requirements are complete, **the business is requested to submit filing fees of \$300, the expedited consumer clause review fee of \$250 and its arbitrator's compensation deposit of \$2,500, totaling \$3,050.**

Please note payment should be submitted by credit card or electronic check. Please confirm the email address AAA may send a secured paylink with instructions to submit payment via either method. In the event that payment is being made by a third party, such as an insurance company, please request that payment be sent directly to the business' representative. The business' representative should then forward payment to the AAA in accordance with the foregoing instructions.

Payment is due on June 21, 2021. As this arbitration is subject to California Code of Civil Procedure 1281.97 and 1281.98, payment must be received by July 21, 2021 or the AAA will close the parties' case. The AAA will not grant any extensions to this payment deadline.

The requested payment should be received no later than June 21, 2021 and the AAA may decline to administer this dispute if the business does not timely respond. It should be noted that the consumer's satisfaction of the filing requirements triggers the business' obligation to promptly pay its share of the filing fees under the rules and the business may owe all or a portion of the filing fees even if the matter is settled or withdrawn. The AAA will refund any overpayments received from the consumer with the filing.

Referring to Rule R-9 of the Consumer Arbitration Rules, if a party's claim is within the jurisdiction of a small claims court, either party may choose to exercise the small claims option. If either party would like this matter decided by a small claims court, please send your written request to the Consumer Filing Team and copy all other parties.

No answering statement or counterclaim is due at this time and the parties will be notified of the applicable deadlines upon satisfaction of all the filing requirements.

Thank you for your attention to this matter. If you have any questions please feel free to contact us.

Sincerely,
Consumer Filing
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cc: Alexander S. Elson, Esq.
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