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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

MARA E. RODRIGUEZ-GONZALEZ,

Plaintiff,

v.

**THE RITZ-CARLTON SAN JUAN
HOTEL SPA & CASINO,**

Defendant.

Civil No. 13-1553 (GAG)

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MEMORANDUM OPINION

The court grants Defendant's motion to dismiss at Docket No. 4. The parties agree that they submitted to arbitrate this matter, but Plaintiff protests because she claims the costs and fees of arbitration would preclude her from affording arbitration. (See Docket No. 8 at 4-5.) Plaintiff's concerns, however, are unfounded. Plaintiff's employment agreement with Defendant states that the arbitration shall be governed by the American Arbitration Association's Rules for Employee Dispute Resolution. (Docket No. 4-1 at 12.) Those rules impose all costs and fees for employer-promulgated arbitration agreements on the employer, save for \$200 or a lesser-agreed upon amount. In this case, Plaintiff agreed to the "Ritz-Carlton Employee Agreement," which is clearly a general employer-promulgated arbitration agreement, and Defendant agreed Plaintiff would pay \$50 in the event of arbitration. (*Id.* at 13.) Thus, the only cost to Plaintiff is \$50. Under the Rules for Employee Dispute Resolution, the employer is required to pay the arbitrator's compensation, a non-refundable, upfront fee of \$1,350 is required to be paid by the employer, and the employer pays the hearing fees, all expenses of the arbitrator, required travel and other expenses, and any AAA

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1 expenses, as well as the costs relating to proof and witnesses produced at the direction of the
2 arbitrator. See Employer Arbitration Rules Fee Schedule, American Arbitration Association, Rules
3 Amended and Effective November 1, 2009 and Fee Schedule Amended and Effective May 15, 2013,
4 http://www.adr.org/aaafaces/aoe/lee/employment?_afLoop=10805315342615&_afWindowMode=0&_afWindowId=1yq29spqs_1#%40%3F_afWindowId%3D1yq29spqs_1%26_afLoop%3D10805315342615%26_afWindowMode%3D0%26_adf.ctrl-state%3D1yq29spqs_51 (last accessed Sept. 30, 2013). The court therefore requires Plaintiff
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8 to pay the agreed-upon \$50 and Defendant to pay the costs that are required in the Employment
9 Arbitration Rules, pursuant to the agreement between Plaintiff and Defendant at Docket No. 4-1.

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SO ORDERED.

In San Juan, Puerto Rico this 30th day of September, 2013.

/S/ Gustavo A. Gelpí
GUSTAVO A. GELPI
United States District Judge