



# RCBA Dispute Resolution Service, Inc.

*A Nonprofit Corporation*

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## **Arbitration Rules & Procedures**

Arbitration is a less intrusive, less expensive alternative means to resolving a dispute wherein parties agree to meet with a neutral third party who hears evidence about the dispute and renders a decision. The result may be binding or non-binding, based upon the parties' agreement.

### **Agreement to Arbitrate and Initiation of Arbitration**

**All parties in an action must agree to participate in arbitration before the case is submitted to the office of the RCBA Dispute Resolution Service (DRS).** Exceptions would be court-ordered cases, or self-executing arbitration clauses, listing DRS as the arbitration program. The Joint Request for Hearing and Agreement form incorporates all of the RCBA Dispute Resolution Service Arbitration Rules and Procedures set forth herein.

Once all parties in an action have agreed to participate in the DRS arbitration, the initiating party returns the Joint Request for Hearing and Agreement form to:

RCBA Dispute Resolution Service  
4129 Main Street, Suite 100  
Riverside, CA 92501

The form must be filled out completely, including complete address information, telephone and fax numbers for all attorneys, pro pers, and insurance companies involved.

Although the form includes a space for a brief statement of facts, do not submit additional material to the DRS office. The assigned arbitrator may request specific information as the arbitrator deems fit from each party prior to the arbitration conference.

### **Payment of Fees**

**The cost of the arbitration is \$300.00 per hour, for up to four (4) parties**, divided equally between the parties. (If any party pays DRS the estimated fees on behalf of any other party or parties, any issue of reimbursement between such parties will be a matter between the parties, not involving DRS.) **For five (5) or more parties, there will be a fee of \$50.00 per hour for each additional party.** The total cost will be divided equally among all the parties.

Services for which fees are incurred include all time spent on the case, whether spent prior to, during, or after the hearing. Fees include time spent reading briefs, performing research, and preparing rulings and/or judgments.

**For each arbitration, the parties will submit to the DRS office a check for their share of the required fee, based upon either:**

- (a) an initial estimate of four (4) hours (i.e., their share of \$1,200) for up to four parties, or**
- (b) a greater amount if it is estimated that the arbitration will require more than four hours and/or have five or more parties.**

**Rush Fee:** If parties request an arbitration date be set up in less than two weeks, they will be asked to submit a minimum deposit equivalent to five (5) hours or \$1,500. **The deposit will be non-refundable.**

**Payment is required before selection and assignment of an arbitrator, and before a conflicts check is performed.**

**Checks shall be made payable to “RCBA Dispute Resolution Service”.**

If the arbitration is cancelled after work begins on the case (i.e. contacting arbitrators and parties to schedule a date) but two weeks before the arbitration takes place, DRS will retain a cancellation fee of \$300.00 and will return the balance of the pre-paid fee to the parties.

If the arbitration is cancelled less than two weeks before the arbitration takes place, DRS will retain a cancellation fee of \$400.00. If cancellation is less than 24 hours prior to the arbitration, there will be no refund.

Once an arbitration date has been set, if any party wishes to reschedule or continue the arbitration, there will be a fee of \$300.00 if the continuance is requested less than five (5) court days of the scheduled arbitration date.

### **Adjustment of Fees**

If the entire arbitration process requires fewer than the four hours paid for, the parties will receive their portion of a refund. (Note: This does not apply to cases where a rush fee was paid.)

Should the arbitration last longer than the estimated length for said arbitration, then all parties shall be jointly responsible for the additional fee/cost.

Failure to pay the arbitration fee in accordance with the Rules and Procedures set forth herein shall subject all parties to be responsible for collection costs plus attorney's fees.

### **Assignment of Arbitrator**

After the arbitration agreement form and payment have been received by the DRS office, the case is reviewed and either accepted or rejected for arbitration. If rejected, the parties will receive a refund.

If accepted, the case is reviewed by the DRS coordinator who assigns the case to an attorney whose area of expertise most closely fits the subject matter of the case submitted for arbitration; *unless the parties to the arbitration have previously agreed to have the matter arbitrated by a specific arbitrator affiliated with DRS and said arbitrator has agreed to arbitrate said dispute*. After selection of an arbitrator, the DRS coordinator will contact the parties to schedule the date, time and location of the arbitration.

More often than not, the arbitration will take place in one of the Riverside County Bar Association's conference rooms. Additional rooms are available if parties and their attorneys need to confer in private. Occasionally, an arbitrator may request that the arbitration take place at his/her office.

The DRS coordinator shall confirm the scheduling of the arbitration by letter to the parties and the arbitrator. The arbitrator may notify parties separately if they should submit briefs, documents or other materials directly to the arbitrator. The type and extent of additional materials the arbitrator may request are within the discretion of the arbitrator.

### **Arbitration**

All parties involved shall attend the arbitration. This includes not only the Plaintiff, Plaintiff's Counsel, the Defendant, Defendant's Counsel, but any insurance company representative with authority to resolve the dispute or any financial backer involved.

All information pertaining to the issue(s) being arbitrated shall be fully disclosed by the parties involved.

The arbitration process is generally informal. Typically the arbitrator requests both parties to summarize their position in the presence of all involved.

The arbitrator shall not reveal to third parties information provided by participants without the consent of all participants. However, without disclosing participants' names or other identifying information, the arbitrator may consult with colleagues about this matter, and may describe this matter in publications about arbitration.

Should experts such as appraisers, accountants, etc., be required in determining a solution to the conflict(s) in arbitration, the information obtained from such persons shall be gathered in a manner mutually agreed upon by the parties.

Unless agreed to otherwise, all arbitrations shall be governed by Part 3, Title 9, Chapter 3 of the California Code of Civil Procedure commencing at section 1282. Any agreement to conduct the arbitration to the contrary of the aforesaid portion of the Code of Civil Procedure shall only be effective if said agreement is in writing and signed by all parties involved in the arbitration and the arbitrator.