ADVANCED MANDATORY FEE ABRITRATION TRAINING
WRITING AN EFFECTIVE AND ENFORCEABLE AWARD

I. Overview – Why is it important to write an enforceable award?

Fee arbitrations under the Mandatory Fee Arbitration Program succeed in resolving disputes without litigation when the parties perceive the arbitrator(s) acted fairly in deciding their case and prepared a comprehensive award. Following a non-binding arbitration, even a party who is dissatisfied with the result, may choose to accept it and not seek a trial *de novo*, if that party believes the arbitrator(s) listened to their position and determined the dispute in a reasoned manner in accordance with the evidence presented and applicable law. This is one of the results the ACMAS MFA Program strives to achieve.

This advanced training program on how to write an effective and enforceable award is designed to assist you in achieving that desired result. Preparation for being able to write an enforceable award starts with your initial review of the materials you have received from ACMAS, preparing for the hearing, conducting the hearing, and then writing the award.

This advanced training program is divided into the three parts: (i) Before the Arbitration Hearing; (ii) During the Arbitration Hearing; and (iii) After the Arbitration Hearing – Drafting the Findings and Award.

II. Before the Arbitration Hearing

A. Review of Materials from ACMAS

Once you have been appointed to serve as an arbitrator for a case, you will receive a packet of materials from ACMAS Staff. These materials are helpful in determining the dispute between the parties and what information/documents are required, yet missing. The materials will include the Client Petition for Arbitration (the "Petition"), which contains information regarding whether there was a written fee agreement between the parties, in addition to the amount in dispute.

As part of your review of the materials, you must determine the following, which must be included as part of the award:

1. The amount that the Client claims should have been charged;
2. The amount that the Attorney claims should have been charged;
3. The amount that the Client has paid to the Attorney;
4. Was there a valid written fee agreement between the parties;
5. If there was a valid written fee agreement, under the agreement, what fees were charged;
6. If there was no valid written fee agreement between the parties, why was it not valid and what are the terms of compensation, if any, as a result;
7. The "responsible attorney;"
8. The amount of the award and any legal interest assessed; and
9. Amount of the filing fee paid by Client and allocation of that fee.

The materials will also include how much was paid to file for the MFA and which party paid the fee. The arbitrator(s) have the discretion to allocate the filing fee pursuant to the facts of the dispute.

If you have not received a copy of the written fee agreement between the parties, request that the parties submit it to you, in addition to any other relevant documents you believe are needed to decide the matter (e.g., billing statements, work product). Pursuant to Rule 26 of the ACMAS Rules of Conduct of Mandatory Arbitration of Fee Disputes ("ACMAS Rules"), the arbitrator(s) may "order any party to produce any books, documents or other things in the party's possession or under his or her control, which the sole arbitrator or panel determines are not privileged and are relevant to the subject matter of the arbitration."

If the Attorney has not returned the Attorney Reply to Petition for Arbitration of Fee Disputes (the "Reply"), you should request that the form be returned to you by a date certain. Please note, you may still proceed with the hearing even absent the Reply.

Once you have the Petition and the Reply (or determine that no Reply will be provided by the Attorney), you will be able to determine if the parties have agreed to binding arbitration or non-binding arbitration, which must be clearly stated in the award. (See also Arbitration Advisory No. 2008-01.)

B. Stipulated Award When the Parties Settle Their Fee Disputes Prior to the Arbitrator(s) Taking Evidence

1. The parties may be able to reach a settlement of the case before the hearing date or before you start the hearing and begin taking evidence. If that occurs, you may issue a Stipulated Award. Below is the list of the requirements and limitations associated with a Stipulated Award. (See also Arbitration Advisory No. 2015-02.)
    a) The award must meet the State Bar Minimum Standards and ensure it was reached after settlement between the parties.
    b) You must use the State Bar approved form "Award Pursuant to Stipulation of Parties." (A copy of this form is included with your packet of materials.)
    c) The arbitrator(s) may not issue a Stipulated Award if the arbitrator(s) believes the settlement is unethical, illegal, or unconscionable.
    d) Only matters properly before the arbitrator(s) under the MFA can be entered as a Stipulated Award and enforced under the MFA statute. See *California Business and Professions Code* §6203(a) for a list of matters which cannot be included in a Stipulated Award.
    e) Pursuant to *California Business and Professions Code* §6203(d), the State Bar can enforce a Stipulated Award (or an award that is binding or becomes binding by operation of law), when a Client is awarded a refund and the Attorney has failed to comply.

2. If the case is settled and the Client obtains a refund and there is no Stipulated Award, the State Bar's MFA Program cannot assist the Client with enforcement. Moreover, under California Business and Professions Code, the parties have no other post-arbitration remedies.

C. Stipulation to Binding Arbitration Prior to the Arbitrator(s) Taking Evidence

If the parties previously had not agreed to binding arbitration, but subsequently are able to agree to binding arbitration prior to the hearing date or the arbitrator(s) taking of evidence in the case, the arbitrator(s) shall have the parties sign a "Stipulation to Binding Arbitration." (A copy of this form is included with your packet of materials.)

The Stipulation to Binding Arbitration must be signed and returned to the arbitrator(s) before the hearing may proceed. Typically, the arbitrator or panel chair will take a break, email the parties the Stipulation to Binding Arbitration for signature and the parties will sign and return it accordingly. Once received, the hearing will proceed as scheduled.

The award must include (i) reference to the parties' election to agree to binding arbitration and (ii) the executed Stipulation to Binding Arbitration, attached as an exhibit to the award. Do not attach anything else to the Award, such as documentary evidence presented by the parties or cited cases.

D. Schedule a Pre-Hearing Video Conference

1. Whether your hearing is virtual or in-person, schedule a pre-hearing video conference 10-15 days prior to the hearing with all parties to the arbitration. This way, any procedural issues can be addressed and the arbitrator(s) can inform the parties how the presentation of evidence will occur. This is a good opportunity to remind the parties that an MFA hearing is an informal proceeding.

2. When on a three-member panel, you should conduct a pre-hearing conference call with the other arbitrators to:

   a) Discuss the areas identified as disputed issues, and identify any missing facts necessary to determine disputed issues

   b) Determine how the presentation of evidence will occur

   c) Identify process for questioning of the parties by the arbitrators

   Ensure that each arbitrator has reserved time immediately after the hearing to discuss the evidence and the desired award.

E. Identify Areas of Agreement / Stipulations

As you review the materials to prepare for the arbitration hearing, you will likely discover there are areas of agreement and areas of disagreement between the parties. After a review of the materials, if you find there are areas of agreement, prepare a list to review with the parties when the hearing commences. If you find that the parties agree on certain issues, you will not need to take evidence at the hearing on any issues on which the parties are already in agreement.

Example A: If neither party is disputing the validity of the written fee agreement pursuant to either *Business and Professions Code* §6147 or *Business and Professions Code* §6148, you can ask the parties to stipulate to that effect and move on to the taking of evidence on areas of dispute.

Example B: If both parties agree on the amount the Client paid to the Attorney during the course of the representation, you may confirm this at the hearing and include the finding to the amount paid in the award.

F. Identify Areas of Disagreement

If the materials show there are major areas of disagreement, prepare a list of such issues to review with the parties once the hearing commences.

For example, if the Client and Attorney disagree about the amount the Client paid the Attorney, you will need to examine the evidence on this issue. It may be necessary for the Client to produce cancelled checks and/or credit card receipts to prove payments remitted to the Attorney. On the other hand, the Attorney may need to show records indicating deposits into the Attorney's general or trust account and/or disbursements back to the Client.

G. Identify Points of Law, Review State Bar Arbitration Advisories and/or Perform Legal Research

Under *Business and Professions Code* §6203(a), you are required to issue an award with findings that determine "all questions submitted." This includes both factual and legal issues. If the parties identify legal issues in the materials, you should go to the California State Bar website and look to see if there is an Arbitration Advisory on the subject. If there is an Arbitration Advisory, you should review and analyze it in advance of the hearing and include language and/or a cite in your award to the authorities relied upon. If there is no Arbitration Advisory on the subject, it may be necessary for you to conduct your own legal research on the issue, which will be used to prepare the findings portion of the award.

H. How to Address a Party's Request for a Continuance and Non-Appearance of a Party at the Scheduled Hearing

1. Continuances

Pursuant to Rule 27 of the ACMAS Rules, "[u]pon request of a party to the arbitration and for good cause, or upon their own determination, the sole arbitrator or panel may postpone or adjourn the hearing from time-to-time."

If you receive a request for a continuance of the scheduled hearing date, the party requesting a continuance must show good cause. If the arbitrator(s) agree to grant the continuance, it must be confirmed in writing to the parties, along with a new hearing date. A revised Notice of Hearing shall be sent to the parties.

2. Non-Appearance of a Party

If a party fails to appear for the scheduled hearing, after the Notice of Hearing has been communicated to the parties, the award must include a factual recitation leading up to the hearing date and the absence of one of the parties. Please note that the determination of willfulness shall be made by the Court, not by the arbitrator(s). The party who failed to appear at the hearing shall have the burden of proving that the failure to appear was not willful. It is important that you document the facts, as the Court may consider this information in issuing its findings on the subject of a party's failure to appear. (*Business and Professions Code* §6204(a).)

I. What if the Client is alleging that the Attorney committed legal malpractice?

A Client may allege that the Attorney committed legal malpractice during the representation, which reduced the value of the services the Attorney rendered on the Client's behalf. In this instance, the Client will be seeking a refund or a reduction in what is outstanding. *Business and Professions Code* §6203(a) allows the arbitrator(s) to hear evidence in a mandatory fee dispute of an Attorney's alleged wrongful conduct to reduce the value of the fees charged. However, the arbitrator(s) may not award affirmative relief in the form of damages or offset if malpractice is found to have occurred. (See Arbitration Advisory No. 2012-03.)

III. During the Arbitration Hearing

A. Written Fee Agreement

1. The first issue to be addressed in any mandatory fee arbitration is: What is the nature of the written fee agreement between the parties?

Even if the parties have stipulated that neither party is disputing the validity of the written fee agreement, you must provide an analysis of the enforceability of the written fee agreement pursuant to either *Business and Professions Code* §6147 (contingency fees) or *Business and Professions Code*

*§*6148 (all other types of fees). While the parties may consider the written fee agreement binding, you may still find that the written fee agreement does not satisfy the requirements of the applicable *Business and Professions Code.*

As part of your analysis, examine the written fee agreement and ask questions of the parties about its formation and terms (e.g., contingency percentages, hourly rates, etc.).

Upon a finding that the written fee agreement does not comply with the applicable *Business and Professions Code*, you may void the written fee agreement. (See Arbitration Advisory No. 2012-01.) Upon voiding the written fee agreement, the Attorney is entitled to a "reasonable fee." (See Arbitration Advisory No. 1998-03.)

2. Does the written fee agreement state that the advance/retainer is "nonrefundable?"

a) What is a true or classic retainer?

"It is important to note that the key defining characteristic of a 'true' or 'classic' retainer is that it is paid solely to secure the availability of the Attorney over a given period of time and is not paid for the performance of any other services. In a true retainer situation, if the Attorney's services are eventually needed, those services would be paid for separately, and no part of the true retainer would be applied to pay for such services. Thus, if it is contemplated that the Attorney will bill against the advance payment for actual services performed, then the advance is not a true or classic retainer because the payment is not made solely to secure the availability of the Attorney. Instead, such payments are more properly characterized as … "an advance payment for fees for services." (State Bar of California's Committee on Mandatory Fee Arbitration's Arbitration Advisory 2011-01 entitled "Arbitration Advisory Re: Enforcement of 'Non-Refundable' Retainer Provisions" Dated January 28, 2011)

b) Is an Attorney required to return any unearned fees pursuant to a flat fee agreement?

The *Rules of Professional Conduct* Rule 1.16(d)(2), formally Rule 3-700(D)(2), states that "Upon the termination of a representation for any reason, the lawyer promptly shall refund any part of a fee or expense paid in advance that the lawyer has not earned or incurred. This provision is not applicable to a true retainer fee paid solely for the purpose of ensuring the availability of the lawyer for the matter." Therefore, despite language to the contrary, the fee charged by Attorney to Client cannot be characterized as "non-refundable."

The *Rules of Professional Conduct* Rule 1.15(b) provides trust accounting rules that Attorneys must follow, which should be in writing, no matter the amount of the flat fee, since the Attorney must disclose in writing that the Client could require the flat fee to be deposited into a client trust account and that the Client is entitled to a refund of any part of the flat fee which has not been earned.

3. Written Fee Agreements Negotiated with Non-English Speaking Clients

*Civil Code §*1632 governs consumer transactions effected in the five most common non-English languages spoken in California: Spanish, Chinese, Tagalog, Vietnamese, and Korean.

*Civil Code §*1632 mandates that where a written fee agreement is negotiated primarily in one of the five listed languages, orally or in writing, the Attorney **must** deliver an unexecuted copy of the agreement to the Client translated in the language in which the agreement was negotiated, including a translation of every term and condition in the contract or agreement, **before** the Client executes the agreement. (*Civil Code §*1632(b)(6)). It is never sufficient for the Attorney to present the foreign-language-speaking Client the translation after the Client has executed the written fee agreement.

An exception to the translation requirement exists where the Client negotiates the terms of the written fee agreement through "his or her own interpreter," which means a person, not a minor, able to speak fluently and read with full understanding both the English language and any of the specified languages in which the written fee agreement was negotiated, and who is not employed by, or whose service is made available through, the Attorney. (*Civil Code §*1632(h)).

If the Attorney fails to comply with *Civil Code §*1632, the Client may rescind the contract (*Civil Code §*1632(k)). Upon rescinding of the written fee agreement, the Attorney is entitled to a "reasonable fee." (See Arbitration Advisory No. 1998-03.)

B. If the written fee agreement is found to be valid and the engagement was on an hourly basis, the next issue to address is what was the nature of Attorney's hourly rate as set forth in the written fee agreement?

Pech v. Morgan (2021), a recently published Court of Appeals case, concluded that the standard set forth in Arbitration Advisory No. 1993-02 was "sound and this standard should likewise apply to civil suits for breach of a fee agreement that are adjudicated in the superior court."

Pursuant to Arbitration Advisory No. 1993-02, upon a determination that a written fee agreement is in compliance with *Business and Professions Code §*6148, the next step is to review the written fee agreement's terms to ensure the agreed upon fee is not unconscionable under Rule 1.5 of the Rules of Professional Conduct.

C. If the written fee agreement is found to be in compliance with *Business and Professions Code §*6148 and the terms are not found to be unconscionable, then the arbitrator must discuss their findings and conclusions to the following sub-issues:

1. The nature of the services performed by the Attorney on the Client's behalf;
2. The reasonableness of the fees and costs billed by Attorney;
3. The necessity of the Attorney performed tasks; and
4. Whether Client is due a refund of previously paid monies or Attorney is due additional monies from the Client.

D. If you find that there was no written fee agreement between the parties or the written fee agreement is voided for failure to comply with *Business and Professions Code §*6147, *Business and Professions Code §*6148 or Civil Code *§*1632, then you should proceed with a reasonable fee analysis, as detailed in Arbitration Advisory No. 1998-03.

Below is a sample of the language and questions to be answered for this analysis:

1. What were the services that the Attorney performed? What is the reasonable fee the Attorney shall be entitled to based on the services rendered?

   Pursuant to the Arbitration Advisory issued by the State Bar of California's Committee on Mandatory Fee Arbitration entitled, "Determination of a 'Reasonable Fee'" (June 23, 1998, Updated March 20, 2015), when a Client's challenge raises the requirement of determining a "reasonable fee," the burden of establishing entitlement to the amount of the charged fee is upon the Attorney. One of the most significant factors in determining a reasonable fee is the amount of time spent. [Cazares v. Saenz (1989) 208 Cal.App.3d 279, 287-89]. It is appropriate for the arbitrator to allocate the burden of proof to the Attorney to fairly establish the reasonable need for the services, the amount of time spent and to prove the reasonable fee.

   During the course of the representation, which commenced on DATE, and ended on DATE, Attorney provided to Client the following services:
   (LIST OF SERVICES ATTORNEY RENDERED)

a) Were the services provided by the Attorney necessary, reasonable, and efficient, or excessive, duplicative, and ineffective?

b) Did the Attorney competently provide services to the Client?

c) Did the Client receive a benefit from the services commensurate to the amount of compensation sought by the Attorney?

d) Did the Client have a reasonable expectation as to the fee that would be charged, and if so, what rate and amount?

E. Ensure the hearing is fair and there is no appearance of bias

It is important that the parties understand and believe that the hearing is fair. Treat the parties fairly throughout the hearing, taking into consideration the participation of unrepresented parties in the process. For example, if you allow one side to present a closing summation, make sure you allow the other side the same opportunity for approximately the same amount of time.

F. Establish an Appropriate Level of Formality/Informality

You are encouraged to administer an oath at the beginning of the hearing for all parties that will be testifying and for any witnesses called to testify. This is a good practice, which lends formality to the hearing process.

Determine in advance how best to conduct the hearing, so that you can obtain the necessary testimony and evidence in an efficient and effective manner. For a panel of arbitrators, if you are the Panel Chair, ensure you are facilitating participation from both the Attorney arbitrator and lay arbitrator to ask questions of the parties.

Proactively address issues that need to be resolved and solicit testimony in connection therewith for you to render a decision in the matter.

Avoid the use of legal jargon that would not be understood by non-lawyer participants at the hearing.

G. Who Can Attend the Hearing?

The hearing is confidential and closed to the public. Rule 44(b) of the ACMAS Rules allows the arbitrator(s) to permit the Client to be accompanied by another person, who is typically considered to be a non-Attorney support person. The non-Attorney support person may not provide representation at the hearing. In addition, the arbitrator(s) has discretion to limit the scope of participation of the non-Attorney support person, including removal, if the individual is being disruptive to the hearing process.

Rule 22 of the ACMAS Rules states that "[a]ny party requesting a stenographic record of the arbitration proceedings shall make the necessary arrangements for the taking of that record. The requesting party or parties shall pay the cost of such record. Every party to the arbitration shall be entitled to a copy of the reporter's transcript upon written request and payment of the expense to the reporter."

Rules 23 of the ACMAS Rules states that "[a]ny party requesting an interpreter shall make the necessary arrangements for the services of the interpreter. The requesting party or parties shall pay the cost of such services."

H. Take Notes During the Hearing

During the hearing, take notes on the testimony and evidence presented, so that when you are writing the award, you can refresh your memory on the parties' responses to the issues you will be required to analyze in order to reach your conclusions.

I. At the Conclusion of the Hearing – What's next?

Once you have closed the hearing, take a moment to explain to the parties what will happen next. If you are giving the parties an opportunity to present further written briefs, submit additional documents and/or closing briefs, set forth the timeline for their submission.

Explain that you will be taking the case under submission and expect to have the award issued within three weeks if a solo arbitrator case

and within four weeks if a panel case. For the integrity of the ACMAS Program, it is very important that you ensure the award is issued within the time frames set forth in the ACMAS Rules.

Explain that once the award is approved for service, it will be served by the ACMAS Staff via US Mail and a courtesy copy will be sent via e-mail. You may also indicate that they will receive the "Notice of Your Rights After Fee Arbitration," which they should read, especially for deadlines related to non-binding arbitrations.

J. Post-Hearing Discussion for Panel Cases

Plan on conducting a post-hearing discussion after completion of the arbitration hearing, while the arbitrators are together, and the testimony and evidence is fresh in everyone's mind. Deliberate the issues, discuss the reasoning of the proposed decision, and come to a tentative agreement, so that the Panel Chair can commence drafting the award.

IV. After the Arbitration Hearing – Drafting the Findings and Award

Once the hearing is concluded, you will have a short period of time to prepare the award and submit it to the ACMAS Vice Chair assigned to your case for review. Once the ACMAS Vice Chair has approved the award for service, then it can be signed and sent to ACMAS Staff for service on the parties. Electronic signatures of the arbitrator(s) is permitted and encouraged.

A. Mandatory Requirement to use the ACMAS Award Template

The ACMAS Executive Committee has created an Award Template in Word for your use in preparing the award. While each case may have its individual issues to resolve, the rest of the award template is standard for all cases and must be used. Any awards submitted that do not utilize the ACMAS Award Template will be returned to the arbitrator(s) for compliance.

B. Responsible Attorney

A law firm or entity can never be the responsible party to a mandatory fee arbitration dispute, as neither can be held accountable by the State Bar of California through its enforcement proceedings, in the event of non-payment to a former Client. Therefore, Rule 34.a of the

ACMAS Rules and *Business and Professions Code* §6203(d) requires the award to include the name of the "responsible Attorney(s)."

C. List the Issues to be Decided

Pursuant to subsections A, B, C and D of Section III above, based on the facts of your case, these are the issues that you will discuss and resolve for the parties in the award.

The first issue will always be the nature of the written fee agreement between the parties. Depending on your findings in connection with the written fee agreement, such findings will determine the balance of the issues that you will analyze and resolve.

Arbitration Advisory No. 2016-02 sets forth a discussion on several billing errors that Clients frequently allege the Attorney committed during the course of the representation (e.g., block billing, duplicate billing, failure to notify the Client of an increase in Attorney's hourly rates and charging unconscionable interest/fees.)

Arbitration Advisory No. 2021-01 sets forth a discussion on several disputes that arise over costs and expenses.

D. Findings and Rationale for Each Issue to be Decided

Based on the evidence and testimony received during the hearing, each issue that is to be decided by the arbitrator(s) shall set forth the findings of fact, law (if applicable) and rationale that supports the decision reached.

Mere conclusions, without explaining as to how the arbitrator(s) arrived at certain conclusions, do not constitute a complete award, as it does not provide the parties with guidance on how the arbitrator(s) reached their decision.

For example, if the Client alleges that the Attorney engaged in the practice of block billing and the arbitrator(s) finds that the Attorney did, in fact, engage in billing blocks that included several items across many hours in one single billing entry, it would be necessary to set forth those billing entries that the arbitrator(s) found constituted block billing and then the reasoning for any adjustment accorded to those specific entries by the arbitrator(s).

In cases where the parties have not agreed to binding arbitration, if the arbitrator(s) findings and rationale are clearly set forth and complete, more often than not, the parties may be convinced to accept the award and allow the award to become binding, bringing finality to the case.

E. Award of Attorney's Fees and Costs in Connection with a Mandatory Fee Arbitration

Pursuant to *Business and Professions Code* §6203(a), the award cannot include any award to either party for costs or Attorney's fees incurred in the preparation for or in the course of the mandatory fee arbitration proceeding, notwithstanding any language in the written fee agreement that may provide for such an award of costs or Attorney's fees.

F. Interest

1. Pre-Award Interest

The arbitrator(s) may include "pre-award" interest pursuant to *Civil Code* §3287, if the arbitrator(s) can accurately ascertain the date(s) in which the monies became due and payable by the Client. See Arbitration Advisory No. 2020-01.

If the determination of the fee attributable to the Attorney's services is based on a reasonable value analysis, pre-award interest is not allowed, because the value of the Attorney's services is not ascertainable until the arbitrator(s) fixes that amount at the conclusion of the hearing.

2. Post-Award Interest

An award of "post-award" interest is required on all awards, in the amount of the statutory rate of interest on all judgments and starts accruing commencing 30 days after service of the award.

The requirement to award post-award interest in all cases serves two important purposes.

a) It represents fair compensation to the prevailing party for the failure of the other party to pay the award promptly.

b) Where the award requires the Attorney to make a refund of some or all of the fee already paid by the Client, the award of post-award interest provides a valuable tool to the State Bar's MFA Program and the Client when enforcement procedures become appropriate under Business and Professions Code §6203(d).

G. Dissenting Opinion

In a three person arbitration panel, an arbitrator may dissent to the award issued by the majority. (Rule 33 of the ACMAS Rules.)

H. Tone / Language in the Award

Overall, the award should use a tempered, professional tone, along with terminology that both parties will be able to understand. Additionally, the award should avoid any comments of a personal nature about any party to the hearing. Of course, some "personal" comments are professional observations, such as a party is or is not credible/difficult, or some other such observation, which has relevance to the issues the arbitrator(s) have been asked to resolve.

I. ACMAS Vice Chair Review and Service of the Award

Once the arbitrator(s) has finalized a draft of the award, it should be emailed in Word (not a PDF) to the ACMAS Vice Chair assigned to the case. The name of the ACMAS Vice Chair and their contact information is included in the arbitrator assignment letter sent to you by ACMAS Staff.

Upon receipt, the ACMAS Vice Chair will review the award and may provide suggested changes/comments/questions based on their review. Please do not take the ACMAS Vice Chair's suggested changes/comments/questions personally. They are only providing you feedback as someone who only knows about the case from the award that you drafted. As such, they are providing you constructive feedback to improve the award, so that when it is received by the

parties, they will understand and hopefully accept your findings and decisions and so that the State Bar may enforce the Award, should it require payment from the Attorney to the Client.

Once the ACMAS Vice Chair has approved the award for service on the parties, the arbitrator(s) may sign the award and send a PDF version to the ACMAS Staff Coordinator assigned to the case (i.e., either Jesus Beltran or Armando Castro). The ACMAS Staff Coordinator will officially serve the award on the parties.

The arbitrator(s) NEVER serves the award on the parties.