

LOS ANGELES COUNTY BAR ASSOCIATION
ATTORNEY CLIENT MEDIATION AND ARBITRATION SERVICES
RULES FOR CONDUCT OF ATTORNEY CLIENT ARBITRATION
PROGRAM

AMENDED SEPTEMBER 2020

TABLE OF CONTENTS

	<u>Page</u>
1. INTENT AND GOAL	1
2. GOVERNINGLAW.....	1
3. ORGANIZATION ANDADMINISTRATION.....	1
4. SELECTION OF THE ARBITRATOR.....	1
5. DISCLOSURE AND DISQUALIFICATION	2
6. SUBSTITUTE ARBITRATOR.....	2
7. INITIATION OF PROCEEDINGS.....	2
8. FEES AND EXPENSES	3
9. ENUMERATION OF ISSUES	4
10. TIME SCHEDULE FOR ARBITRATION.....	4
11. FAILURE TO ADHERE TO TIME SCHEDULE FOR ARBITRATION.....	4
12. PRELIMINARY HEARING/CASE MANAGEMENT CONFERENCE.....	4
13. NOTICE OF HEARING	5
14. AWARD WITHOUT HEARING	5
15. REPRESENTATION BY COUNSEL	5
16. STENOGRAPHIC OR OTHER RECORD.....	5
17. INTERPRETER.....	5
18. ISSUANCE OF SUBPOENAS	5
19. NOTICE TO APPEAR AND PRODUCE.....	6

20.	ORDER FOR PRODUCTION.....	6
21.	POSTPONEMENTS; ADJOURNMENTS	6
22.	HEARING PROCEDURE; RULES OF EVIDENCE.....	6
23.	ARBITRATION IN THE ABSENCE OF A PARTY.....	7
24.	WITNESSES; FEES AND MILEAGE.....	7
25.	INSPECTION.....	7
26.	DISCOVERY LIMITED: GOOD CAUSE.....	8
27.	APPLICATION FOR DISCOVERY AND ORDER.....	9
28.	FORM AND CONTENTS OF AWARD.....	9
29.	STIPULATED AWARD.....	11
30.	SERVICE OF AWARD TO PARTIES.....	11
31.	CORRECTION OF AWARD	11
32.	ARBITRATOR AS WITNESS.....	12
33.	CONFIDENTIALITY	12
34.	SERVICE.....	12
35.	CERTIFICATION OF DOCUMENTS FOR JUDICIAL PROCEEDINGS.....	13
36.	RETENTION OF FILES.....	13
37.	INTERPRETATION OF RULES.....	13
38.	CONTACTS WITH ARBITRATOR.....	14
39.	WAIVER.....	14
40.	IMMUNITY	14

LOS ANGELES COUNTY BAR ASSOCIATION
RULES FOR CONDUCT OF
ATTORNEY CLIENT ARBITRATION PROGRAM

1. INTENT AND GOAL

The intent and goal of these Rules is to provide for a fair, speedy, economical, and impartial hearing and binding award. These Rules shall only apply when the parties have agreed to arbitrate in accordance with these LACBA Arbitration Rules and the parties have further agreed that LACBA shall serve as the administrator of the Arbitration.

2. GOVERNING LAW

These Rules, along with the petition and response (if any), constitute the "written agreement" referred to in Chapters 1, 2 and 3 of Title 9 of Part 3 of the Code of Civil Procedure (Code Civ. Proc., Section 1280 et seq.).

3. ORGANIZATION AND ADMINISTRATION

The arbitration program shall be administered by the Arbitration Executive Committee, consisting of the Chairperson and one or more Vice Chairpersons, all appointed by the President of the Los Angeles County Bar Association. The Chairperson may designate one or more Vice Chairpersons who will act as Deputy Chairs and serve as chairpersons in the absence of the Chairperson. The Arbitration Executive Committee shall set policy and procedure, supervise the Arbitration Committee staff, recommend rule changes to the Trustees, set fees, and otherwise administer and supervise the program established by these Rules.

4. SELECTION OF THE ARBITRATOR

LACBA shall maintain a special panel of neutrals qualified to serve as Arbitrators in these attorney-client matters. The case shall be submitted to a single Arbitrator chosen by the parties from the LACBA panel in the manner provided herein. If the parties' Stipulation, pre-dispute agreement, or any other documentation names an Arbitrator on the panel or specifies a method for selecting an Arbitrator from the panel, the Arbitrator so named shall be appointed or the method that is specified therein utilized. Otherwise, the parties may choose any mutually agreeable LACBA panel member to hear the case. If the parties have not notified LACBA of their selection within thirty (30) days from the date of initiating the Arbitration, LACBA shall furnish each party with a list of panel members numbering one more than the number of parties, and each party shall strike one-name from the list and return the list to LACBA within ten (10) days. LACBA shall then appoint a name from those

names remaining on the list as the Arbitrator. If a party does not return the list to LACBA within the specified time period, all names on the list shall be deemed acceptable to that party.

5. DISCLOSURE AND DISQUALIFICATION:

- (a) A person shall not serve as an arbitrator if he or she has any financial or personal interest in the result of the arbitration or if he or she determines that he or she is not qualified to act as to that dispute for any other reason.
- (b) A person chosen to serve as an arbitrator shall immediately disclose to the parties any circumstances which might be the basis for a claim of bias or any past or present relationship with the parties or their counsel which might disqualify the arbitrator. The proposed Arbitrator shall make all disclosures required by law, including California Code of Civil Procedure Section 1281.9 or any successor statute, and the ethics standards, in writing within ten (10) days after notice of the proposed appointment as well as disclose the fees he or she will charge. The disclosures shall be served upon the parties and LACBA.
- (c) If disqualification is not claimed in writing by one or more of the parties within seven days after such disclosure, any claim of disqualification shall be considered waived, but such waiver shall have no effect upon any arbitrator's decision to disqualify himself or herself on his or her own motion. After the time for any response has passed, and if no timely objection has been received, LACBA will deem that the proposed Arbitrator has been appointed.

6. SUBSTITUTE ARBITRATOR:

If the proposed Arbitrator is disqualified or otherwise is unable to serve, or if a vacancy occurs after the appointment because the Arbitrator becomes disqualified, withdraws, or is otherwise determined by LACBA to be unable to serve, a substitute Arbitrator shall be selected in the same manner as set forth herein for the selection of the original Arbitrator.

7. INITIATION OF PROCEEDINGS

The parties may initiate an Arbitration before LACBA to arbitrate disputes of any kind between attorneys and clients by either:

- (a) By having in place either a Written retainer agreement which provides for binding arbitration before LACBA after the parties may have exhausted their rights for fee arbitration under Business and Professions Code Section 6200 or;
- (b) The arbitration under these rules may be initiated by one party

serving on all other parties notice of the nature of the claim and demand for Arbitration (“Petition”). The Claimant shall file two (2) copies of the notice and demand, together with two (2) copies of the retainer agreement with LACBA. The Respondent may file a Response, which may also include counter-claims. The Response shall be served within thirty (30) days after service upon the Respondent of the Claimant's claim. Claimant may have 30 days thereafter to file a response. All said documents shall be filed with LACBA at the time they are served on other parties. Failure to respond to the demand or claim will not delay the Arbitration, and lack of a Response will be considered a denial of the claim.

- (c) By submitting, in writing, a Stipulation agreeing to have all disputes between the attorney and the client resolved by arbitration before LACBA. The Stipulation should include all identifying information of all the parties and, if necessary, their attorneys or other representatives; the issues to be determined by the Arbitrator; the amount of money involved, if any; and any other remedies requested.

8. FEES AND EXPENSES

In order to initiate arbitration under these rules, the party or parties must submit a completed demand for arbitration with a non-refundable filing fee of \$500.

LACBA's agreement to render services is not only with the party, but also with the attorney and other representative for the party. Such fees shall be established from time to time by LACBA, and copies of those fee schedules shall be provided to the parties. The Arbitrator shall set the hourly rate for his or her services and shall include all of the Arbitrator's time spent on the case including, but not limited to, any pre-hearing conferences or case management meetings, reading and review of briefs, review of any records, research time and deliberation time. Unless modified by a prior agreement of the parties, their counsel, and/or any claim's representatives of the parties, each party shall bear their pro-rata share of the Arbitration fees. The hourly fee for the scheduled time shall be paid in advance as a retainer fee and shall be applied toward any final billing. All statements rendered by LACBA shall be due and payable upon receipt.

9. ENUMERATION OF ISSUES

If the issues to be arbitrated are not clearly set forth by the submissions of the parties pursuant to Rule 7, above, the arbitrator may request the parties to clarify the issues. The arbitrator may decline to determine any issues not set forth by the parties or not clarified in compliance with this Rule.

10. TIME SCHEDULE FOR ARBITRATION

The arbitrator shall endeavor to adhere to the following time schedule, except where emergencies or circumstances beyond the control of the arbitrator or the parties require short extensions. The "At-Issue Date" is the date on which the arbitration has been initiated pursuant to Rule 7, above, and any applicable filing fees have been received by the Arbitration Committee; provided, that if a Claim has been filed but no Response is filed, then the "At-Issue Date" is the date on which the time for filing the Response expires.

(a) DESIRED TIME SCHEDULE FOR PROCEEDINGS

- (i) The Notice of Hearing should be served on the parties within four weeks after selection of the arbitrator pursuant to Rule 4.
- (ii) The hearing should be held within eight weeks of service of the Notice of Hearing.
- (iii) The preparation of the award and transmittal thereof to the Arbitration Committee Office should be completed within two weeks of completion of the hearing.
- (iv) The award should be served on the parties by the Arbitration Committee Office within two weeks from receipt of the award from the arbitrator.

11. FAILURE TO ADHERE TO TIME SCHEDULE FOR ARBITRATION

The failure to adhere to the time schedules for arbitration set forth in the foregoing Rule shall not invalidate any award rendered in arbitration.

12. PRELIMINARY HEARING / CASE MANAGEMENT CONFERENCE

Once an Arbitrator has been selected the parties may request, or the Arbitrator may require, that a preliminary hearing or case management conference be held to arrange for the exchange of information, stipulations, or other matters that will expedite the Arbitration.

13. NOTICE OF HEARING

The arbitrator shall select a time and place for the hearing and cause notice thereof to be served personally or by first-class mail on the parties to the arbitration and on the other members of the panel at least 15 days before the hearing. Appearance at the hearing waives the right to notice (Code Civ. Proc. Section 1282.2 (a)(1)). The notice shall advise the parties of their right to present witnesses and documentary evidence in support of their position, to be represented by counsel, and, at their own expense, to have a stenographic record of the proceedings made if proper arrangements are made with the arbitrator.

14. AWARD WITHOUT HEARING

If all parties so stipulate, the arbitrator shall decide all matters without a hearing,

based upon the Petition, Stipulation, Response and any other written materials provided by the parties. All such written materials shall be filed with the arbitrator or panel and served on all other parties.

15. REPRESENTATION BY COUNSEL

Any party may be represented by counsel (Code Civ. Proc., Section 1282.4) who shall be an active licensee of the State Bar of California in good standing. A party intending to be so represented shall notify the arbitrator and the Arbitration Committee staff in writing of the name, address and telephone number of counsel, and thereafter all notices to which such party may be entitled hereunder shall be sent to counsel. In the absence of such written notification, all notices will be sent to the parties.

16. STENOGRAPHIC OR OTHER RECORD

Any party desiring 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 report's transcript upon written request and payment of the expense to the reporter.

17. INTERPRETER

Any party desiring 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.

18. ISSUANCE OF SUBPOENAS

the Arbitration Committee will issue in blank subpoenas and subpoenas duces tecum, signed but otherwise in blank. Subpoenas and subpoenas duces tecum shall be served and enforced in accordance with Code of Civil Procedure Sections 1985-1997 (Code Civ. Pro., Section 1282.6).

19. NOTICE TO APPEAR AND PRODUCE

Use of a notice to appear and produce with respect to a party, as provided in Code of Civil Procedure Section 1987, is authorized, and that section together with any other applicable sections of Chapter 2 of Title 3 of Part 4 of the Code of Civil Procedure (Code Civ. Proc., Section 1985 et seq.) shall govern such notices, except that a notice requiring production of books, documents or other things (Code Civ. Proc., Section 1987 (b) need only be served at least ten days before the hearing.

20. ORDER FOR PRODUCTION

The arbitrator may within a reasonable time in advance of the hearing date or

any adjourned hearing date, order any party to produce any books, documents or other things in the party's possession or under his or her control, which the arbitrator determines are not privileged and are relevant to the subject matter of the arbitration (Code Civ. Proc., Section 1282.6).

21. POSTPONEMENTS; ADJOURNMENTS

Upon request of a party to the arbitration and for good cause, or upon their own determination, the arbitrator may postpone or adjourn the hearing from time-to-time (Code Civ. Proc., Section 1282.2(b)).

22. HEARING PROCEDURE; RULES OF EVIDENCE

- (a) The arbitrator shall preside at the hearing, shall rule on the admission and exclusion of evidence and on questions of procedure, and shall exercise all powers relating to the conduct of the hearing (Code Civ. Proc., Section 1282.2(c)).
- (b) The parties to the arbitration are entitled to be heard, to present evidence, and to cross-examine witnesses appearing at the hearing, but the rules of evidence and rules of judicial procedure applicable in the courts of California need not be observed. Upon request of any party to the arbitration or upon request of the arbitrator, the testimony of witnesses shall be given under oath (Code Civ. Proc., Section 1282.2(d)). The arbitrator may administer oaths to witnesses appearing or testifying at the hearing (Code Civ. Proc., Section 1282.8). The arbitrator shall have the power to limit and regulate the number, timing, form and length of the parties' written presentation.
- (c) The arbitrator has the power to preserve and enforce order in the proceedings before the arbitrator and to provide for the orderly conduct of proceedings before them. When confronted with a discourteous, unruly or uncooperative party or witness, the arbitrator may, among other things, adjourn the proceedings, take only written evidence and testimony, serve the party or witness with a subpoena or subpoena *duces tecum*, requiring his or her attendance at an adjourned hearing under penalty of contempt, exclude the witness, or if the offending party is the petitioner, and in an extreme case only, dismiss the proceedings with prejudice.
- (d) If the arbitrator intends to base an award upon information not obtained at the hearing, such information shall be disclosed to all parties to the arbitration and the parties given an opportunity to meet it (Code Civ. Proc., Section 1282.2(g)).

23. ARBITRATION IN THE ABSENCE OF A PARTY

The arbitration may proceed in the absence of any party, who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made against a party solely because of the party's absence. The arbitrator shall require

the party who is present to submit such evidence as may be required to support the making of an award. An award may be made in favor of a party who is absent if the evidence so warrants.

24. WITNESSES; FEES AND MILEAGE

Except for the parties to the arbitration and their agents, officers and employees, all witnesses appearing pursuant to subpoena or subpoena *duces tecum* are entitled to receive fees and mileage in the same amount and under the same circumstances as prescribed by law for witnesses in civil actions in the Superior Court. The fee and mileage of a witness subpoenaed upon the application of a party to the arbitration shall be paid to the witness in advance by such party, and, if demanded and not so paid, the witness shall not be required to attend (Code Civ. Proc., Section 1283.2).

25. INSPECTION

- (a) Notwithstanding Rule 20, client petitioning for arbitration is entitled to inspect, during normal business hours, the following documents and records in the possession of the respondent:
 - (i) The file relating to the matter in which the dispute arose.
 - (ii) All statements or billings, and client ledger cards of similar records kept, relating to the matter in which the fee dispute arose.
- (b) A request by the client to inspect any of the items referred to in (a) must be in writing and must be given to the attorney not later than 30 days prior to the arbitration hearing. The attorney shall either allow inspection and copying or shall provide copies of the requested documents without charge to the client no later than five days from receipt of the request. If the attorney does not comply with the client's request, the arbitrator may, at his/her discretion disallow the production of those documents at the hearing.
- (c) Nothing in these rules shall prohibit the arbitrator from requiring the parties to submit additional information or documents prior to or at the hearing.
- (d) Any material protected by applicable Law or Rule protected from disclosure to the client is exempt from inspection.

26. DISCOVERY LIMITED: GOOD CAUSE

- (a) Discovery and depositions for use as evidence are permitted only upon agreement of the parties or good cause shown by written application to and upon order of the arbitrator.
- (b) Discovery or depositions for use as evidence shall be permitted only when, in light of the amount of the claim and the issues presented:

- (i) The information sought appears not privileged, and relevant and material to an issue of fact or law, to the credibility of a witness or to the genuineness of a document;
 - (ii) It will not unreasonably prolong the time necessary to hold and complete the hearing and make the award;
 - (iii) It will not unreasonably increase the cost or expense of arbitration;
 - (iv) It is not undertaken to harass any party or witness; and
 - (v) It appears (A) that a party may be precluded from or frustrated in obtaining relevant and material evidence without the discovery; or (B) that relevant and material evidence will not be presented at the hearing in an orderly or efficient manner without the discovery; or (C) that a party's right to be heard, to present evidence, or to cross-examine witnesses will be materially and adversely affected without the discovery.
- (c) A deposition for use as evidence and not for discovery may be taken where the showing required under paragraph (b) of this rule is made, and where:
- (i) The witness to be deposed resides beyond that area within which witnesses may be compelled to attend the hearing by subpoena;
 - (ii) The witness to be deposed is expected to be ill or infirm or otherwise, for good cause, unable to attend the hearing despite service of a subpoena within the attendance area;
 - (iii) A custodian is in possession of documents or other physical evidence located beyond the area within which the custodian may be compelled by subpoena *duces tecum* to attend the hearing and produce the documents; or
 - (iv) There are other exceptional circumstances making it desirable to take the deposition for use as evidence in the interest of justice and with due regard to the importance of presenting the testimony of witnesses orally at the hearing.

27. APPLICATION FOR DISCOVERY AND ORDER

- (a) An application for discovery shall be made in writing and shall set forth the discovery sought and the good cause for allowing the discovery. It shall be served on all parties and on the arbitrator not later than 45 days before the hearing. The arbitrator may allow a late application for good cause shown.
- (b) If good cause allowing discovery appears after consideration of any objections filed by any party, the arbitrator shall issue an order stating what discovery is to be permitted, subject to such terms, conditions, obligations or limitations as may be appropriate.

- (c) If the arbitrator orders the taking of a deposition of a witness who resides outside the state, the party who applied for taking of the deposition shall obtain a commission thereof from the Superior Court in accordance with Sections 2024-2028, inclusive, of the Code of Civil Procedure;
- (d) Discovery permitted under these Rules shall be conducted in the manner prescribed in the Code of Civil Procedure for the conduct of discovery on civil actions, and shall be further governed by Code of Civil Procedure Section 1283.05. The arbitrator shall have, in connection with any discovery they may permit, all of the powers enumerated in Code of Civil Procedure Section 1283.05.

28. FORM AND CONTENTS OF AWARD

- (a) The award shall be in writing and signed by the arbitrator. It shall include a determination of all questions submitted to the arbitrator, the decision of which is necessary in order to determine the controversy, including the name of the responsible attorney(s). The arbitrator is encouraged, where appropriate, to file findings of fact with the award.
- (b) The award of the arbitrator need not be in any particular form, but it should consist of a preliminary statement reciting the jurisdictional facts (i.e., that a hearing was held, that the parties were given due notice of the hearing and an opportunity to testify, cross-examine and otherwise participate in the proceedings); a brief statement of the dispute; a statement of decision explaining the factual and legal basis for the decision, brief in form, but with sufficient detail to provide a general understanding of the basis of the determination; and the award. Such document is referred to in these Rules as the “award.” In the event a refund is determined to be owed to the client and where questions are raised as to who is the responsible attorney(s) in the arbitration, the arbitrator shall make that determination and shall include in the award the name of the attorney(s) and, if appropriate, the law firm(s). The award shall also include substantially the following language, as appropriate:

The arbitrator finds that the total amount of fees and/or costs which should have been charged in this matter are: \$ _____

Of which client is found to have paid: \$ _____

In addition, the fee arbitration filing fee shall be allocated:

Client: \$ _____

Attorney: \$ _____

for a net amount of: \$ _____

Accordingly, the following award is made:

Client, (name) _____ shall pay to attorney, (name) _____

\$ _____ plus interest in the amount of ten percent per annum from the 30th day after the date of service of this award.

Or

Attorney, (name) _____ shall refund to client, (name) _____

\$ _____ plus interest in the amount of ten percent per annum from the 30th day after the date of service of this award.

Or

Nothing further shall be paid by either attorney or client.

- (c) The award shall include a determination of the amount of costs and by whom and when paid as set forth in CCP § 1297.318.
- (d) The award may include a determination of the entitlement to and amount of attorneys fee if authorized by the agreement of the parties, by statute, or otherwise provided by law.

29. STIPULATED AWARD

If the parties settle their dispute during the course of the Arbitration, the Arbitrator, upon the request of the parties, may set forth the terms of the agreed upon stipulated settlement in an Award.

30. SERVICE OF AWARD TO PARTIES

The arbitrator shall forward a signed original and two signed copies of the award, together with written stipulations of the parties, to the Arbitration Committee Office. Any award not in procedural compliance with these Rules shall be referred to the Arbitration Executive Committee. The Arbitration Executive Committee will then have the task of conforming the award to these Rules provided the error(s) is are or only of procedure or form and not of substance. The Arbitration Committee Office shall then serve a signed copy of the award together with proof of service of the award, personally, electronically, or by first class mail (Code Civ. Proc., Sections 1283.4, 1283.6), in accordance with Rule 34.

31. CORRECTION OF AWARD

- (a) The arbitrator may only correct an award on the grounds set forth in Code of Civil Procedure section 1286.6, subdivision (a) [evident miscalculation of figures or evident mistake in the description of a person, thing or property

referred to in the award] and subdivision (c) [the award is imperfect in a matter of form, not affecting the merits of the controversy] under the procedures set forth in Code of Civil Procedure section 1284.

- (b) A party requesting correction under this rule must file a request in writing to the Program, with a proof of service, and serve a copy on the other party within ten days after service of the award. Any party to the arbitration may make a written objection to such request. Any correction of the award by the arbitrator must be made within 30 days after service of the award.
- (c) A party may request amendment of the award. A party must file a request to amend the award in writing to the Program, with a proof of service, and serve a copy on the other party at any time prior to judicial confirmation of the award. Any party to the arbitration may make a written objection to such request. Any corrected or amended award, or denial of application to correct or amend the award, shall be served by the Program in the same manner as provided by rule 30.

32. ARBITRATOR AS WITNESS

No arbitrator appointed under these Rules shall be competent to testify in any subsequent civil proceeding, as to any statement or conduct occurring during the course of the arbitration proceeding, except as to a statement that could (a) give rise to civil or criminal contempt, (b) constitute a crime, (c) be the subject of investigation by the State Bar or Commission on Judicial Performance, or (d) give rise to disqualification proceedings under subd. (5) of Section 170 of the Code of Civil Procedure (Evid. Code, Section 703.5).

33. CONFIDENTIALITY

- (a) In order to preserve confidentiality, all hearings shall be closed to the public. However, in the discretion of the arbitrator, witnesses and other such persons as may be necessary to the conduct of the hearing may be present during the hearing.
- (b) The arbitrator, upon request of a non-entity client, shall permit the client to be accompanied by another person and may also permit additional persons to attend.
- (c) All communications, negotiations, or settlement discussions by and between the participants and/or arbitrator shall remain confidential. Evidence of anything said or any admissions made in the course of the arbitration shall not be admissible in evidence or subject to discovery, and disclosure of that evidence cannot be compelled in any civil action or proceeding in which testimony can be compelled to be given.
- (d) No document prepared for the purpose of, or in the course of, or pursuant to the arbitration (nor any copy of it), including but not limited to the case file,

the request, reply, the award, all financial data pertaining to "consumers" as defined in Code of Civil Procedure Section 1985.3, exhibits, transcripts, and all correspondence, shall be admissible in evidence or available through discovery, and its disclosure shall not be compelled in any civil action or proceeding in which testimony can be compelled to be given; provided, however, that a communication or a document (or any part thereof) that would otherwise be privileged or confidential pursuant to this Rule may be disclosed if all parties to the arbitration give their consent.

34. SERVICE

- (a) Unless expressly stated in these Rules to the contrary, service of any notice or other paper shall be by personal delivery or by deposit in the United States mail, first class postage pre-paid, addressed to the person on whom it is to be served, at his, her or its office address as last given, on any document which has been filed in the arbitration. The service is complete at the time of deposit in the mail (Code Civ. Proc., Section 1013(a)).
- (b) Unless otherwise specifically stated in these rules, service on the client shall be by personal delivery, by deposit in the United States mail, or by deposit in a business facility used for collection and processing of correspondence for mailing with the United States Postal Service pursuant to Code of Civil Procedure section 1013(a), postage paid, addressed to the person on whom it is to be served, at the address as last given by the client, on any document which has been filed in the arbitration. The client shall keep the program advised of the client's current address.
- (c) Unless otherwise specifically stated in these rules, service on an individual attorney shall be at the latest address shown on the official records of the State Bar. Service shall be in accordance with Rule 34 subsection (b) above.
- (d) In the event the attorney does not file a Response, service on an individual attorney shall be at the latest address shown on the official records of the State Bar and the address listed on the Petition if these addresses differ. If the fee dispute is with a law firm, service shall be on the address as shown in the request for arbitration form unless the law firm designates an attorney to be responsible for the arbitration, then service shall be on the designee's address shown on the official records of the State Bar.
- (e) In computing any period of time for a party to do some act, and the document that requires such act was served only by U. S. Mail, three calendar days shall be added to the prescribed period.
- (f) Electronic Service
 - i. In addition to the methods of service provided for above, the parties to an arbitration may consent to electronic service of documents upon each other pursuant to Code of Civil Procedure section 1010.6(a)(1)(A)-(C).

- ii. The parties to an arbitration may consent to receive electronic service of documents from the Arbitrator or Arbitration Committee Office in lieu of service by mail by providing to the Arbitrator or Arbitration Committee Office written consent to receive electronic service of documents from the Arbitrator or Arbitration Committee Office at the party's designated electronic address.
- iii. Service pursuant to this subsection is complete upon transmission.

35. CERTIFICATION OF DOCUMENTS FOR JUDICIAL PROCEEDINGS

The Arbitration Committee staff shall, upon written request of a party, furnish to such party, at his or her expense, certified copies of any papers in the possession of the Association that may be required in judicial proceedings relating to the arbitration.

36. RETENTION OF FILES

The Arbitration Committee staff may, without prior notice, destroy any file five years after service of the award or, if no award is rendered, five years after the last paper is received from any party.

37. INTERPRETATION OF RULES

The Arbitration Executive Committee has the authority to interpret these Rules, and to determine their application to specific situations and their interaction with related statutory and case law.

38. CONTACTS WITH ARBITRATOR

A party or an attorney acting for a party shall not directly or indirectly contact the arbitrator regarding a matter pending before such arbitrator, except:

- (a) At the scheduled hearing;
- (b) In writing with a copy to all parties, or their respective counsel, if any, and the County Bar;
- (c) For purposes of scheduling a hearing date or other administrative procedure or matter;
- (d) In an emergency.

Nothing in this Rule shall be interpreted or construed to prohibit the arbitrator from contacting a party or attorney for the party to discuss an

administrative or procedural matter.

39. WAIVER

Any party who proceeds with the Arbitration after having received information that any provision or requirement of these Rules has not been complied with, and who fails to promptly state his, her or its objections in writing, will be deemed to have waived any such objection.

40. IMMUNITY

- (a) In any arbitration, the arbitrator, the Arbitration Committee, Arbitration Executive Committee, the Los Angeles County Bar Association, and their officers, directors, employees and agents shall have the same immunity as is provided to judicial officers including, but not limited to, the immunity provided by Code of Civil Procedure Section 1297.119.
- (b) In any arbitration, neither the arbitrator, the Arbitration Committee, the Los Angeles County Bar Association, nor their officers, directors, employees and agents is a necessary party to any judicial proceedings relating to the arbitration, nor shall any of them be liable to any party for any act or omission arising out of any proceeding initiated or conducted under these Rules.