

JUDICATE WEST ARBITRATION RULES OF PROCEDURE

1) **Hearing Rules:**

a) Parties to a Judicate West (**JW**) proceeding are encouraged to fashion their own hearing rules, tailored to the unique needs of their individual cases. They may rely on rules such as those set forth in California Rules of Court, generally Rule 1613, California Code of Civil Procedure, section 1280, et seq., The American Arbitration Association's various Rules of Procedure (**R of P**) or any variant thereof.

b) Should the hearing rules devised by and agreed to by the parties fail to address any issue which arises in the pre-hearing, hearing, or post-hearing phase of the proceeding, the parties agree to submit that dispute to the Arbitrator, who will decide and determine the matter according to general principles of law and equity. This includes but is not limited to discovery, continuances, motions, fees, and evidentiary rules (offer and admissibility).

c) The only constraints imposed upon the parties in establishing their own hearing rules are those associated with fundamental notions of procedural due process, or mandatory provisions of applicable law.

2) **Fees:** **JW's** agreement to render services is with the attorney or representative (of any person or entity) who will attend the hearing. Unless otherwise agreed upon and reported to **JW**, at least 7 business days prior to the hearing, each party is responsible for his or her pro-rata share of the costs incurred in administering and conducting all phases of the **JW** hearing process.

3) **Filings:** All papers are considered filed with **JW** upon receipt and notification that all other parties have been served.

4) **Initiating the JW Hearing** can be done by stipulation of the parties, oral or written arbitration agreement (only written is enforceable), or by contract where **JW** is an acceptable administrative body. This process may be initiated by one party serving all parties with notice of the nature of the dispute and demand for alternative dispute resolution, and by filing a copy of this notice along with the relevant portion of the contract with **JW**. A response must be filed with **JW** and served on the opposition within 30 days or it will be considered a denial; the hearing will go forward with an assigned Arbitrator pursuant to the contract.

5) **Ex Parte**—or direct communication with an arbitrator—may result in disqualification of certain information as it pertains to the hearing; or at the request of the other parties, the arbitrator may recuse him/herself. All communication should be directed to **JW** for appropriate transmittal to the arbitrator.

6) **Case management meetings and pre-conference hearings** can be set at the request of the parties by mutual consent or ordered by the Arbitrator. The purpose is to expedite complex

cases by stipulating to uncontested facts, discussing hearing rules, exchanging information, etc., and often to explore settlement possibilities.

7) **Disclosure** for a nominated arbitrator will be sent to each law firm by the arbitrator within 10 days of him/her being notified that he/she has been selected for a case. If the law firm does not respond within the allotted time or within 15 days of receiving disclosure, their rights to disqualify an arbitrator under CCP's 1281.9, 1282 (e), and 1297.125 are deemed waived.

8) **Default:** In the absence of a party or representative who fails to appear after confirming participation and without obtaining a continuance, the arbitrator, at his/her discretion, may take evidence necessary to render an award.

9) **Cancellation/Continuance:** Cases cannot be continued unilaterally. If any party objects, a written request must be filed with the Arbitrator. A conference call with the **Arbitrator** will be utilized for oral argument if necessary and/or due to time constraints. Any cancellation/continuance fees must be agreed to with **JW** in accordance with its policies outlined on its fee schedule or it will be up to the Arbitrator to make a ruling.

10) **Award:** **JW** is very sensitive about the timeliness of getting an award to the parties. **JW's** objective is to have a written reasoned opinion forwarded to all parties within 30 days following the closing of record (as determined by the Arbitrator), provided all requisite fees have been paid by all parties. When circumstances prevent the final award from being concluded within 30 days, we will contact all parties and do as much as possible to help with managing your client's expectations. **JW** retains the right to withhold an award from all parties until all fees have been paid in full.

11) **Award corrections:** Per CCP 1284, a party can submit an *application to correct an award* upon any of the grounds set forth in subdivisions (a) and (c) of Section 1286.6 no later than 10 days after the original award was served on them. Any *objection to this application* must be made within 10 days of the *application*. The arbitrator has 30 days from the original date of when the arbitration award was served to respond to the *application* and any *objection*. If the arbitrator doesn't respond to the application within 30 days of when the award was originally served on the parties, the application for correction is deemed denied. If there is any alleged misconduct by the arbitrator or the provider organization during or relating to the proceedings, all parties agree to abide by California case law limiting the remedy available to participants to a motion to vacate the award.

12) **Court filings** of decisions, stipulations and any related documents remain the responsibility of the parties.

13) **Stenographic reports** are the responsibility of the parties. Arrangements should be made by the requesting party after notifying all other parties 7 days prior to the hearing.

14) **Waiver and Interpretation of Rules:** Participation in a **JW** hearing with knowledge that a requirement or provision of the agreed **R of P** has not been complied with, without submitting



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written objection, will result in a waiver of one's right to object. **JW** will interpret any rules prior to selection of an agreed Arbitrator and those unrelated to the Arbitrator powers or duties.

15) **Hold Harmless:** The parties agree to and will indemnify **JW**, its officers, employees, representatives, insurers, independent contractors and Arbitrators for any acts of omission or commission with regard to the hearing or its outcome.