STANDARD ARBITRATION RULES OF THE MEDIATION CENTER OF LOS ANGELES

Contents

The following rules shall apply to all arbitrations administered by the Mediation Center of Los Angeles ("MCLA"), except those processed under specialty rules.

Applicability of rules

Parties who have agreed, under a pre-dispute contract or a subsequent stipulation naming MCLA as the administrator, to proceed with a resolution of their dispute by an MCLA arbitrator agree to proceed in accordance with these rules in lieu of any other rules, regulations, or statutory (code) provisions which might otherwise be applicable to their matter; provided, however, parties who have agreed to proceed with specialty dispute resolution will be subject to applicable specialty rules.

Rule 1: Initiation of arbitration

(a) Arbitration under a pre-dispute contract or a subsequent stipulation naming MCLA as the administrator shall be started by the initiating party (referred to as the "claimant") submitting to MCLA a demand for arbitration.

(b) Information provided in the demand should include: (i) the name and address of each party and, if known, the telephone number and email address; (ii) if applicable, the name, address, telephone number, and email address of any known representative for each party; and (iii) a statement setting forth the nature of the claim, including the relief sought and the amount of money claimed in the relief sought.

(c) The demand must be accompanied by the fee as set forth in MCLA's most current schedule of fees, and a copy of the applicable arbitration agreement or stipulation to arbitrate and/or any court order requiring arbitration. The filing fee must be paid before a demand is considered properly filed.

(d) The claimant must serve the party or parties against whom the demand is filed (referred to as the "respondent") with all the documents used to initiate the arbitration and provide proof of service to MCLA. Service under these rules shall be by (i) mail prepaid by US mail or contract courier addressed to the party or its authorized representative at their last

known address; (ii) electronic delivery including email, with the prior agreement of the party being served; or (iii) personal service.

Rule 2: Answers and cross-claims

(a) The respondent may submit a written response to the demand, known as an "answer," within fourteen (14) calendar days of being served by Claimant, copying all other parties to the arbitration.

(b) The respondent may also file a cross-claim, which is a respondent's demand against the claimant, following the same rules as set forth above for the original demand. The claimant may file an answer in response to the cross-claim within seven (7) calendar days after MCLA sends notice of the filing of the cross-claim.

(c) If no answer to a claim or cross-claim is filed within the applicable time period, MCLA will deem the party or parties against whom the claim is made to have denied the claim and the relief sought. The case will move forward regardless of whether an answer is filed as long initial fees are paid.

Rule 3: Appointment of arbitrator

(a) Upon the filing of a demand, MCLA shall select and appoint a single arbitrator from its panel, unless the parties stipulate to a choice of a particular panel member who is available pending a conflict-of-interest and suitability check.

(b) At any time within the first fifteen (15) days after assignment of the arbitrator, any party may make a peremptory challenge of the assignment in the manner prescribed by CCP 170.6.

Rule 4: Ongoing filings and communications

(a) Following the initial service of claims and cross-claims, all subsequent document filings shall be sent to MCLA, the arbitrator, and all other parties or their representatives by email using the last known email address for each.

(b) All communications by the parties and their representatives with the arbitrator will be by email, copied to all other parties or their representatives, and to MCLA.

Rule 5: Changes of claims

(a) Once a demand has been filed, but before any preliminary hearing, any new claims or cross-claims, or changes to a claim or cross-claim, must be made in writing and sent to MCLA. The party making the new or different claim or cross-claim shall send a copy to the opposing party. As with the original demand or cross-claim, a party shall have seven (7)

calendar days from the date MCLA notifies the parties it received the new or different claim or cross-claim to file an answer.

(b) After the preliminary hearing provided in these rules takes place, a new or different claim or cross-claim may only be filed if the arbitrator allows it.

Rule 6: Jurisdiction

(a) The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or the arbitrability of any claim or cross-claim.

(b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not, for that reason alone, render invalid the arbitration clause.

(c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or cross-claim no later than fourteen (14) days or the established due date by the arbitrator for the filing of the answer to the claim or cross-claim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

Rule 7: Disclosures

(a) Any person appointed or to be appointed as an arbitrator, as well as the parties and their representatives, shall promptly make all disclosures required by law, including disclosing to MCLA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, such as any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

(b) Upon receipt of such information from the arbitrator or another source, MCLA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

(c) Disclosure of information pursuant to this rule is not an indication that the arbitrator considers the disclosed circumstance likely to affect impartiality or independence.

Rule 8: Disqualification of arbitrator

(a) Any arbitrator shall be impartial and independent and shall perform their duties carefully and in good faith, and shall be subject to disqualification for: (i) partiality or lack of

independence; (ii) inability or refusal to perform their duties with diligence and in good faith; or (iii) any grounds for disqualification provided by applicable law.

(b) Upon objection of a party to the continued service of an arbitrator, or on its own initiative, MCLA shall determine whether the arbitrator should be disqualified under the grounds set out above and shall inform the parties of its decision, which shall be final. In the event that an arbitrator is disqualified, MCLA shall promptly appoint a replacement.

Rule 9: Representation

(a) Any party may participate without representation, or through counsel, or with any other representative of the party's choosing, unless such choice is prohibited by applicable law. A party intending to be so represented shall notify the other party and MCLA of the name, telephone number, address, and email address of the representative at least seven (7) calendar days prior to the date set for a hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

(b) While parties do not need an attorney to participate in arbitration, arbitration is a final, legally binding process that may impact a party's rights. As such, parties may want to consider consulting an attorney.

(c) A representative may withdraw by filing a notice of withdrawal with MCLA, serving the arbitrator and all parties. Such notice must include the name and contact information of any new representative or current contact information for the party. The arbitrator, if appointed, may decide any disputes regarding whether an attorney may withdraw.

Rule 10: Preliminary hearing

(a) As promptly as practicable after the appointment of the arbitrator and the time for answers to be filed, a preliminary hearing shall be held between the arbitrator and the parties and/or their representatives. The preliminary hearing will be conducted via the Zoom, Teams or other substantially similar video-conference platform.

(b) During the preliminary hearing, the parties and the arbitrator shall discuss the future conduct of the case, including clarification of issues and claims, scheduling of an evidentiary hearing, pre-hearing exchange of information, and any other preliminary matters as appropriate to achieve a fair, efficient, and economical resolution of the dispute.

(c) The arbitrator shall promptly issue a written order that states the arbitrator's decisions made during or as a result of the preliminary hearing. The arbitrator may also conduct additional preliminary hearings if the need arises.

Rule 11: Exchange of information

(a) The arbitrator shall manage any necessary exchange of information among the parties, including depositions, interrogatories, document production, or by other means, with a view to achieving an efficient and economical resolution of the dispute while, at the same time, promoting equality of treatment and safeguarding each party's opportunity to fairly present its claims and defenses.

(b) The parties shall: (i) exchange documents in their possession or custody on which they intend to rely within thirty (30) days of the preliminary hearing or as otherwise ordered; (ii) and update their exchanges of documents on which they intend to rely as further documents become known to them.

(c) Additional discovery shall be permitted as provided by California Code of Procedure section 1283.05. Among other things, this provides: "Depositions for discovery shall not be taken unless leave to do so is first granted by the arbitrator or arbitrators." (Code Civ. Proc., § 1283.05, subd. (e).) In order to promote an efficient and economical resolution of the dispute, the arbitrator may decide not to grant leave for any depositions and — absent a compelling showing of good cause or a stipulation of the parties — will generally not allow more than one deposition per side.

(d) Neither MCLA nor the arbitrator requires notice of discovery matters and communications unless a dispute arises. Before notifying the arbitrator about a discovery dispute, the parties should meet and confer to try to resolve it. If they are unable to resolve it, they should provide the arbitrator with a joint written statement briefing the arbitrator on the meet-and-confer efforts, on what has been agreed, and on exactly what remains in dispute. The arbitrator shall then have the authority to resolve the dispute. The arbitrator may set a hearing or request further briefing before making a decision.

(e) The arbitrator shall have the powers to enforce all discovery-related orders as set forth in California Code of Procedure section 1283.05.

Rule 12: Motions

(a) The arbitrator has the sole discretion to allow or deny the filing of any written motion at any stage of the arbitration proceedings. No motion may be heard without leave.

(b) Where a party seeks to file a dispositive motion, the arbitrator may allow it only if the arbitrator determines the moving party has shown that the motion is likely to succeed and to dispose of or narrow the issues in the case. Consistent with the goal of achieving an

efficient and economical resolution of the dispute, the arbitrator shall consider the time and cost associated with the briefing of a dispositive motion in deciding whether to allow any such motion.

Rule 13: Date, time, and format of evidentiary hearing

(a) Unless the parties agree on a documents-only procedure as provided in these rules, an evidentiary hearing will be held using the Zoom, Teams, or substantially similar video-conferencing platform at a date and time set by the arbitrator at the preliminary hearing.

(b) Absent good cause shown, the hearing shall not exceed one day. Each party shall have equal opportunity to submit its proofs and complete its case. The arbitrator shall determine the order of the hearing and may require further submission of documents and/or written argument after the hearing.

Rule 14: Witness lists for evidentiary hearing

No later than 14 days before the date set for the evidentiary hearing, the parties shall serve and file a disclosure of witnesses reasonably expected to be called. The disclosure shall include the name of each witness and a summary of anticipated testimony. If certain required information is not available, the disclosure shall so state.

Rule 15: Exhibits for evidentiary hearing

(a) The parties shall attempt to agree upon and submit a jointly prepared consolidated set of document exhibits in PDF format for the evidentiary hearing and to have this complete no later than two (2) weeks before the date set for the evidentiary hearing.

(b) If no joint set is prepared, hearing exhibits should be exchanged no later than two (2) weeks before the date set for the evidentiary hearing.

(c) Document exhibits shall be text-searchable, electronically bookmarked, and unprotected (no password). They should also be marked in a manner to show which party is the proponent, or whether they are joint, the exhibit number, and the page number within the exhibit.

(d) Exhibits should also be lodged with the arbitrator no later than two (2) weeks before the date set for the evidentiary hearing.

(e) Parties intending to use non-document exhibits, such as video or audio recordings, should meet and confer with the other parties as to the most efficient method of exchanging and lodging them.

Rule 16: Pre-hearing briefs

Unless otherwise ordered by the arbitrator at the preliminary hearing, parties should file pre-hearing briefs of up to 4,000 words at least two (2) weeks before the evidentiary hearing, summarizing the evidence they intend to present and the legal arguments they intend to make.

Rule 17: Evidence

(a) The parties may offer relevant and material evidence and must produce any evidence the arbitrator decides is necessary to understand and decide the dispute. Following the legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties unless any of the parties is absent, in default, or has waived the right to be present.

(b) The arbitrator shall determine what evidence will be admitted, what evidence is relevant, and what evidence is material to the case. The arbitrator may exclude evidence that the arbitrator decides is cumulative or not relevant or is otherwise incompetent or inappropriate.

(c) The arbitrator shall consider applicable principles of legal privilege, such as those that involve the confidentiality of communications between a lawyer and a client.

(d) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so at the request of any party. If a party requests the arbitrator sign a subpoena, that party shall copy the request to the other parties in the arbitration at the same time it is provided to the arbitrator.

(e) The arbitrator may receive and consider the evidence of witnesses by written statements rather than in-person testimony, but will give this evidence only such credence as the arbitrator decides is appropriate. The arbitrator will consider any timely objection to such evidence made by an opposing party.

Rule 18: Record of proceedings

(a) Any party wanting a transcribed or recorded record of a hearing shall make arrangements directly with a transcriber or transcription service and shall notify the arbitrator and the other parties of these arrangements at least seven calendar days in advance of the hearing. The requesting party or parties shall pay the cost of the record, including required copies thereof.

(b) No other means of recording any proceeding will be permitted absent the agreement of the parties or per the direction of the arbitrator.

(c) If the transcript or any other recording is agreed by the parties or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties at the direction of the arbitrator.
(d) The arbitrator may resolve any disputes with regard to apportionment of the costs of the transcription or other recording.

Rule 19: Interpreters

Subject to the permission of the arbitrator, if a party wants an interpreter involved for any part of the process, that party must make arrangements directly with the interpreter and shall pay for the cost.

Rule 20: Documents-only procedure

If all parties agree at the preliminary hearing, the dispute submitted to arbitration may be resolved by submission of documents only and without an oral evidentiary hearing. For cases being decided by the submission of documents only, the arbitrator shall set out a schedule for the submission of document evidence and written argument.

Rule 21: Arbitration in the absence of a party or representative

The arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement and if another party pays any unresponsive opponent's unpaid fee. An award shall not be based solely on the default of a party. The arbitrator shall require the party who is in attendance to present such evidence as the arbitrator may require for the making of the award.

Rule 22: Postponements

All requests for postponement shall be based on a showing of good cause, and shall be at the discretion of the arbitrator.

Rule 23: Closing of hearing

(a) Before closing the hearing, the arbitrator must specifically ask all parties whether they have any further proofs to offer or witnesses to be heard. When the arbitrator receives negative replies, or if the arbitrator is satisfied that the record is complete, the arbitrator will declare the hearing closed.
(b) If briefs, a transcript, or other written documentation are to be filed by the parties following the conclusion of live evidence, the hearing shall be declared closed as of the date the

arbitrator is satisfied that the record is complete, and such date shall occur no later than seven calendar days from the date of receipt of the last such submission.

Rule 24: The award

(a) The award shall be issued promptly by the arbitrator and, unless otherwise agreed by the parties, no later than thirty (30) calendar days from the date the hearing is closed.

(b) The award shall be in writing and signed by the arbitrator. The signature may be executed in electronic or digital form.

(c) The award shall provide a succinct explanation for the decision, which may include material findings of fact and conclusions of law on issues properly raised and briefed by the parties.

(d) The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including, grants of interim relief and awards of attorney fees and costs, in accordance with applicable law.

(e) In the event that the award allows for an award of attorney fees, the initial award shall in the first instance be an interim one and shall contain a briefing schedule as to the amount of fees. A final award, incorporating the interim one but also including the amount of fees, shall then be issued within thirty (30) days of the last filing in that briefing schedule.

Rule 25: Modification of award

(a) Within twenty (20) calendar days after the transmittal of an award, the arbitrator, on their own initiative, or any party, upon notice to the other parties, may request through MCLA that the arbitrator clarify the award or correct any clerical, typographical, technical, or computational errors in the award. In clarifying the award or correcting clerical, typographical, technical, or computational errors in it, the arbitrator is not empowered to re-determine the merits of any claim already decided.

(b) The opposing parties shall be given then (10) calendar days to respond to the request. The arbitrator shall make a decision on the request within twenty (20) calendar days after MCLA transmits the request and any responses to the arbitrator.

Rule 26: Arbitration fees and arbitrator compensation

(a) Except as may be required by law, each party is required to pay MCLA fees and arbitrator compensation (collectively, “fees”) in accordance with the applicable MCLA fee schedule in effect at the time an arbitration is initiated. MCLA may decide to treat parties whose interests are aligned as a single party for purposes of apportioning fees. Fees will be due immediately when requested by MCLA in accordance with its fee schedule.

(b) Upon receipt of information from MCLA that full payments have not been timely received, the arbitrator, on the arbitrator's own initiative or at the request of MCLA or a party, may order the suspension of the arbitration. If no arbitrator has yet been appointed, MCLA may suspend the proceedings. If the arbitration has been suspended by either MCLA or the arbitrator and the parties have failed to make the full payments requested within the time provided after the suspension, the arbitrator, or MCLA if an arbitrator has not been appointed, may terminate the arbitration. However, each non-defaulting party will first be given an opportunity to advance the unpaid portion of any fees in order to allow the arbitration to proceed. The amount of any such advance may then be factored into the final award in the arbitration.

Rule 27: Sanctions

(a) The arbitrator may, upon a party's request, order appropriate sanctions against a party that has failed to comply with its obligations under these rules or with an order of the arbitrator. In the event that the arbitrator enters a sanction that limits any party's participation in the arbitration or results in an adverse determination of an issue or issues, the arbitrator shall explain that order in writing and shall require the submission of evidence and legal argument prior to making an award. The arbitrator may not enter a default award as a sanction.

(b) The arbitrator must provide a party that is subject to a sanction request with the opportunity to respond within seven (7) calendar days prior to making any determination regarding the sanctions application.

Rule 28: Applications to court and exclusion of liability

(a) Neither MCLA nor any arbitrator in a proceeding under these rules is a necessary or proper party in any judicial proceedings relating to the arbitration.

(b) Parties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

(c) Parties to an arbitration under these rules shall be deemed to have consented that neither MCLA, MCLA employees or officers, nor any arbitrator shall be liable to any party in any action for damages, or injunctive or other relief, for any act or omission in connection with any arbitration under these rules.

(d) Parties to an arbitration under these rules may not call the arbitrator, MCLA, or MCLA employees or officers as a witness in litigation or any other proceeding relating to the

arbitration. The arbitrator, MCLA, and MCLA employees and officers are not competent to and may not testify as witnesses in any such proceeding.

Rule 29: Confidentiality

(a) Unless otherwise required by applicable law, court order, or the parties 'agreement, MCLA and the arbitrator shall keep confidential all matters relating to the arbitration or the award.

(b) Upon the agreement of the parties, or at the request of a party, the arbitrator may make such orders as are necessary to protect confidential information.

Rule 30: Deadlines

(a) If the parties stipulate to extend other deadlines or postpone hearings, the arbitrator will accommodate them where appropriate and consistent with the objectives of the arbitration.

(b) Subject to Rule 30(a), deadlines stated in these rules and the order following the preliminary hearing shall be enforced and adhered to so as to avoid unnecessary delay and ensure an expeditious and fair resolution. The evidentiary hearing date and other deadlines will not be continued without a stipulation absent a showing of good cause, including compelling circumstances. In the event a party does wish to extend a date, that party should first attempt to meet and confer with the other side and — in making the request to the arbitrator — state the position taken by the other side or, if the position is not known, detail the steps that had been taken to ascertain it.

Rule 31: Modifications of rules

These Standard Arbitration Rules of MCLA apply to all matters initiated hereunder with commencement dates on or after August 1, 2025, and before posting on the MCLA website of any updated, revised, or restated standard arbitration rules. A matter is commenced for these purposes where properly initiated under Rule 1 with all steps required therein fully completed. These rules may be modified by MCLA at any time by posting updates, revisions or restatements on the MCLA website. Rules as modified shall apply to all matters with commencement date on or after the date the modifications are posted on the website. Individual notification to parties or prospective parties of modifications is not required.

Rule 32: Specialty rules

MCLA may adopt, from time to time, various Specialty Rules applicable only to the types of matters described in Specialty Rules; such Specialty Rules shall apply only to such matters with commencement dates on or after such Specialty Rules are posted on the MCLA website.

Rule 33: Cancellation and refund policy

In general, fees and costs paid are earned when paid and are not refundable; *provided, however,* 50% of paid arbitration fees will be refunded for a matter cancelled by written notice to MCLA, which is received after a pre-arbitration conference and at least twenty (20) working days prior to the scheduled arbitration, and *provided, further,* 50% fees paid for motions or additional days of arbitration will be refunded for a motion or additional day which is cancelled at least twenty (20) working days prior to the scheduled motion or additional day of arbitration.