

Arbitration & Submission Agreement

A matter form for submitting an existing dispute to contractual arbitration. Review any existing arbitration clause before execution; this form is not a universal predispute consumer or employment contract.

Consumer fee waiver notice

In a qualifying California consumer arbitration, fees and costs assessed by a private arbitration company, excluding arbitrator fees, must be waived for an indigent consumer under Code of Civil Procedure section 1284.3. The statutory threshold is gross monthly income below 300 percent of the federal poverty guidelines. A sworn declaration stating monthly income and household size is sufficient; additional financial proof may not be required. Submit the Consumer Fee Waiver Declaration privately to case administration; do not serve it on the opposing party.

1. Parties, matter, and existing authority

Matter title / case number

Administering legal entity / registered business name and address (case administration completes)

Claimant(s), respondent(s), and any additional parties; attach a complete schedule

Counsel / representatives and service contacts

Existing arbitration agreement, clause, or order; document and date / attach complete text

Specific claims, defenses, counterclaims, issues, and relief submitted; identify exclusions

2. Submission and consequences

By executing this agreement, the parties submit the identified dispute to arbitration within the scope stated above and in the identified attachments. The arbitrator may decide only matters within the authority conferred by the governing agreement and applicable law. An unresolved disagreement about the existence, enforceability, or scope of an arbitration agreement remains for the court or arbitrator authorized to decide it under applicable law.

For the submitted issues, binding arbitration ordinarily replaces a court trial and jury determination, and judicial review of an award is limited. The parties should obtain independent advice about these consequences before signing. This form does not create an automatic delegation of every arbitrability question to the arbitrator or waive nonwaivable statutory protections.

3. Governing framework and adopted rules

Governing arbitration law (identify CAA / FAA applicability) and substantive law

Adopted rules and exact edition / case specific modifications or priorities

Ellis & Associates Arbitration Rules, Edition 13 October 2026, Revision 2, apply only if expressly incorporated here or in another governing agreement. Controlling law governs over inconsistent procedural terms, and mandatory protections cannot be reduced by the firm's rules. The governing agreement controls otherwise lawful variations; any inconsistent provisions must be resolved before case acceptance.

Consumer, employment, public entity, international, or other specialized requirements

4. Appointment, disclosures, and participation

Arbitrator / number of arbitrators / appointment method and required qualifications

Acceptance of a proposed neutral is subject to applicable written disclosures and disqualification rights, including Code of Civil Procedure sections 1281.9 and 1281.91 and the Judicial Council ethics standards when applicable. Signing this submission does not waive statutory disclosure duties or a timely disqualification right. A neutral unable to remain impartial must refuse or discontinue service despite a purported waiver.

The neutral serves impartially and does not represent either party. Each party may retain independent counsel and will receive a fair opportunity to present its case under the governing procedures. Consumer and employment matters require separate confirmation of mandatory fairness, fee, reporting, and administrative requirements before acceptance. A lawyer serving as a private third party neutral will inform unrepresented parties that the lawyer does not represent them and explain the neutral role when needed.

5. Case procedure

Legal place of arbitration / hearing location or remote format / accessibility

Discovery plan and applicable statutory rights; procedural order to follow

Hearing notice, witness and exhibit exchange, motions, and expected dates

Record or court reporter arrangements / interpreter / allocation consistent with law

Specific protective order or lawful confidentiality terms, if any

Arbitration does not acquire mediation confidentiality merely because the firm also provides mediation. Any confidentiality provision must preserve required disclosures, reporting, statutory rights, and necessary proceedings for judicial relief. Substantive communications with the arbitrator must include all parties unless expressly permitted by governing law and ethics standards.

6. Award, fees, and service

Award form (standard / reasoned / other), scope, and lawful due date

Requested or authorized remedies / fees / costs / interest and legal bases

Written fee agreement and schedule / lawful fee allocation / deposit dates

Award service method and designated addresses; agreement to any alternate lawful method

The award must satisfy applicable requirements, including writing, signature, and necessary determinations under Code of Civil Procedure section 1283.4 when the California Arbitration Act governs. Service, correction, confirmation, and review remain subject to applicable law; the firm will not create new appeal or correction rights by administrative practice. This agreement does not enlarge a legal deadline or confer jurisdiction that the parties or law have not granted.

7. Execution and acceptance

Incorporated schedules, clauses, modifications, and additional signature pages

The parties confirm the submitted dispute and have had an opportunity to seek independent advice. This submission becomes operative through the required signatures and written case acceptance, subject to the governing arbitration agreement and appointment procedures. Downloading or returning the form alone does not constitute acceptance or appointment.

Party / authorized representative / capacity / signature / date

Party / authorized representative / capacity / signature / date

Arbitrator acceptance following required disclosures / signature / date

Firm case acceptance / date

Authorities and scope

California Code of Civil Procedure § 1281

California Code of Civil Procedure § 1281.91

California Code of Civil Procedure § 1283.4

Judicial Council Arbitrator Ethics Standard 6

California Code of Civil Procedure § 1281.9

California Code of Civil Procedure § 1283.05

California Code of Civil Procedure § 1283.6