

Arbitration Rules

Edition 13 October 2026, Revision 2. These rules govern an accepted contractual arbitration only when the parties' governing agreement incorporates this edition. They do not create an arbitration agreement or a court program appointment.

1. Scope and controlling requirements

These rules provide administrative and procedural terms for matters accepted by Ellis & Associates. Applicable mandatory law prevails over inconsistent terms, including any applicable Federal Arbitration Act requirements. The governing arbitration agreement and any lawful agreed modification govern the arbitrator's authority and the procedure for the matter.

2. Commencement and acceptance

A requesting party must provide the complete arbitration agreement, requested relief, party and representative details, required service information, and conflict information. The request must be delivered and served in the manner required by the governing agreement and law. The firm confirms case acceptance in writing; contact with the firm alone does not commence a proceeding for limitation purposes, compel another party to arbitrate, or stay court litigation.

3. Appointment and impartiality

The parties' agreement and applicable law govern appointment. A proposed neutral must undertake reasonable inquiry and provide required written disclosures before serving, with continuing disclosures during the appointment. A neutral who cannot remain impartial must refuse or withdraw, and no rule restricts a statutory disqualification right.

4. California disclosures

Where Code of Civil Procedure section 1281.9 applies, the proposed neutral arbitrator makes the required written disclosures within 10 calendar days after service of notice of the proposed nomination or appointment. Where Judicial Council Standard 7 applies, newly discovered disclosable matters must be disclosed to all parties in writing within 10 calendar days after the arbitrator becomes aware of them. The statutory grounds, deadlines, and procedures for disqualification under section 1281.91 remain controlling; the firm does not substitute its own deadline or treat silence as a blanket waiver.

5. Preliminary conference

The arbitrator will ordinarily conduct an initial conference to confirm the submitted issues, governing agreement and law, notice and service, disclosures, representation, discovery, motions, hearing arrangements, accessibility, and award form. The resulting order will identify deadlines and any lawful agreed variations. A party has a reasonable opportunity to be heard on proposed procedures affecting its participation.

6. Equal treatment and representation

Each party may retain independent counsel and has a fair opportunity to present claims, defenses, witnesses, evidence, and argument, and to respond to material submitted by another party. The arbitrator may use reasonable arrangements to permit effective participation by a self represented party without becoming that party's adviser. Efficiency does not override procedural fairness or mandatory protections. A lawyer serving as a private third party neutral will explain the absence of representation to unrepresented parties and clarify any misunderstanding of the role.

7. Communications

Written substantive communications with the arbitrator must be copied to every party or its designated representative. Ex parte communications are prohibited except as permitted by applicable law and Judicial Council Standard 14. Administrative communication must not provide a substantive advantage, and any permitted contact will be handled with the disclosures and opportunity to respond required by the governing standard.

8. Discovery and information exchange

Discovery is governed by applicable law, the agreement, and lawful procedural orders. When applicable, Code of Civil Procedure section 1283.05 provides civil discovery rights, subject to its requirements, including arbitrator permission for discovery depositions. The arbitrator may resolve discovery disputes and set proportionate procedures within lawful authority; these rules do not eliminate statutory discovery rights.

9. Motions and evidence

The arbitrator may establish reasonable motion procedures and response periods within the governing authority. A dispositive motion must not deprive a party of an adequate opportunity to present a claim or defense contrary to law. Evidence and witness procedures will preserve the participation rights required by the governing framework, including Code of Civil Procedure section 1282.2 where applicable.

10. Hearing, postponement, and nonappearance

The hearing may be held in person, remotely, or in a lawful agreed combination. Notice, postponements, attendance, witness examination, and any proceeding in a party's absence remain subject to the governing agreement and law. A failure to appear does not by itself establish the merits of a claim, and the arbitrator must consider the evidence and applicable procedural protections. Unless the governing agreement or a lawful agreement of all parties provides otherwise, Code of Civil Procedure section 1282.2 requires hearing notice served personally or by registered or certified mail at least seven days before the hearing. Any different applicable notice requirement or agreed service method must be identified in the scheduling order.

11. Record, interpreters, and accessibility

Any requested or legally required record, interpreter, or participation accommodation will be addressed in the preliminary order. Applicable rights concerning a stenographic record, including Code of Civil Procedure section 1282.5 where applicable, remain intact. Allocation of associated costs is subject to mandatory law and any lawful agreement or order.

12. Privacy and protected material

Arbitration does not automatically receive the confidentiality protections of mediation. The arbitrator may issue an authorized protective order or implement lawful confidentiality terms that preserve required reporting, disclosures, and access to judicial relief. Parties must identify privileged or protected information and use the submission procedures established for the matter.

13. Fees and deposits

A written fee agreement must identify neutral rates, administrative charges, preparation and award time, deposits, expenses, cancellation terms, and the consequences of nonpayment before appointment. No fee depends on the outcome. No fee provision in these rules overrides mandatory allocation, waiver, invoice, payment, remedy, or other protections.

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.

14. Specialized matters

Consumer and employment arbitrations require separate case acceptance review and confirmation of applicable fee protections, ethical disclosures, fairness requirements, reporting, and provider systems. The standard submission form is designed for an existing dispute and does not replace a lawful consumer or employment agreement. If mandatory requirements cannot be met, the firm will decline or discontinue administration in a lawful manner.

15. Closing the record and award

The arbitrator will specify when the record closes and whether further submissions are authorized. The award will be written and signed, will resolve the matters necessary under governing law, and will use any required or agreed standard or reasoned format. Lawful remedies, interest, attorney fees, and costs must rest on an identified source of authority.

16. Service, correction, and judicial review

The arbitrator and case administration will use the award service procedure authorized by the agreement and applicable law. Correction and further arbitral action are limited to the grounds and periods authorized by law, including Code of Civil Procedure section 1284 when applicable. The rules do not create a new merits appeal, waive statutory review, or enlarge deadlines for judicial relief.

17. Settlement and process changes

The parties may settle or request a different process within lawful authority. A settlement, consent award, or change from arbitration to mediation must be separately documented with appropriate agreement and disclosure safeguards. Arbitration submissions and evidence do not automatically become protected mediation material by a change in label.

18. Administration and amendments

Case coordination handles scheduling, document routing, fee administration, and logistics without giving either party legal advice. Substantive procedural disputes are decided by the authorized arbitrator or court rather than by support staff. Later editions or administrative revisions do not replace the edition incorporated into an existing matter without a lawful basis or the parties' agreement.

Authorities and scope

California Code of Civil Procedure § 1281.9

California Code of Civil Procedure § 1282.2

California Code of Civil Procedure § 1283.05

California Code of Civil Procedure § 1283.6

California Code of Civil Procedure § 1284.3

Judicial Council Arbitrator Ethics Standard 7

Judicial Council Arbitrator Ethics Standard 13

Judicial Council Arbitrator Ethics Standard 16

California Code of Civil Procedure § 1281.91

California Code of Civil Procedure § 1282.5

California Code of Civil Procedure § 1283.4

California Code of Civil Procedure § 1284

California Code of Civil Procedure § 1281.96

Judicial Council Arbitrator Ethics Standard 9

Judicial Council Arbitrator Ethics Standard 14