

1 [REDACTED]  
2 [REDACTED]  
3 Telephone: [REDACTED]  
4 Facsimile: [REDACTED]  
5 Email: [REDACTED]

6 *Attorney for Petitioner* [REDACTED]

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

9 [REDACTED]

10 Petitioner,

11 vs.

12 [REDACTED]

13 Respondent.

) Case No.: [REDACTED]

) **AMENDED SUPPLEMENTAL  
DECLARATION OF [REDACTED] IN  
FURTHER SUPPORT OF PETITION TO  
CONFIRM ARBITRATION AWARD**

) Date: [REDACTED]  
) Time: 8:30 a.m.  
) Dep't: 94

15  
16 I, [REDACTED], declare as follows:

17 1. I am the attorney for petitioner [REDACTED] ("Petitioner") in this action and I have  
18 personal knowledge of the facts stated herein.

19 2. I submit this amended supplemental declaration in further support of the petition to  
20 confirm an arbitration award by Fairclaims.com and enter the amended proposed order and judgment  
21 against respondent [REDACTED] attached to this declaration as Exhibit A.

22 3. By the tentative ruling issued on or about [REDACTED], subsequently adopted by the  
23 Court, the Court continued the hearing on the petition to [REDACTED], and requested that the petitioner  
24 submit supplemental papers attaching the proof of service by the arbitrator of the arbitration award on  
25 the respondent, [REDACTED].

26 4. On [REDACTED], the undersigned counsel finally obtained a copy of the proof of  
27 service from Fairclaims.com. A copy of the proof of service is attached to this declaration as Exhibit  
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B.

5. Attached to this declaration as Exhibit C is a true and correct copy of the Rules and Procedures of Fairclaims.com, effective as of the time that the arbitration award at issue was entered. As set forth in Section 19 of the Rules and Procedures, on page 14, the parties agreed to having Fairclaims serve the arbitration award by e-mail.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: [REDACTED]

[REDACTED]  
[REDACTED]

# EXHIBIT A

1 [REDACTED]  
2 [REDACTED]  
3 Telephone: [REDACTED]  
4 Facsimile: [REDACTED]  
5 Email: [REDACTED]

6 *Attorney for Petitioner* [REDACTED]

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

9 [REDACTED]

10 Petitioner,

11 vs.

12 [REDACTED]

13 Respondent.

) Case No.: [REDACTED]

) **[PROPOSED] ORDER AND JUDGMENT**  
) **CONFIRMING ARBITRATION AWARD**

) Date: [REDACTED]  
) Time: 8:30 a.m.  
) Dep't: 94

14  
15  
16 The duly noticed petition (the "Petition") of [REDACTED] ("Petitioner") for an order  
17 confirming an arbitration award entered against respondent [REDACTED] ("Respondent") by  
18 Fairclaims.com (the "Arbitration Award") came on a regularly calendared hearing on [REDACTED], in  
19 Department 94 of this Court. Petitioner appeared through his counsel, [REDACTED]. Respondent  
20 failed to appear.

21 Proof having been made satisfactorily to the Court that the Petition should be granted,

22 **IT IS ORDERED** that the Arbitration Award is confirmed in all respects; and

23 **IT IS ADJUDGED** that Petitioner recover from Respondent the sum of \$5,055.00, plus interest  
24 thereon at the statutory rate of ten percent (10%) per year from the August 5, 2018, the date of default,  
25 in the amount of \$469.49, and costs of this proceeding in the sum of \$727.14.

26  
27 Dated: [REDACTED]

\_\_\_\_\_  
28 The Hon. Superior Court Judge

# EXHIBIT B



## Proof of Service

FairClaims decision emailed to [REDACTED] at [REDACTED] on July 9, 2018 at 1:55pm

### Original Message

Message ID	<5b43cbcb9b85d_34aad42c9728@54dc4517-f8df-4fc7-861b-e6a586b1a223.mail>
Created at:	Mon, Jul 9, 2018 at 1:55 PM (Delivered after 0 seconds)
From:	fairclaims@fairclaims.com
To:	[REDACTED]
Subject:	FairClaims Arbitration Decision
SPF:	PASS with IP 198.2.179.30 <a href="#">Learn more</a>
DKIM:	'PASS' with domain fairclaims.com <a href="#">Learn more</a>



fairclaims@fairclaims.com

to [REDACTED]

Hi [REDACTED]

Your arbitrator, [REDACTED], has made a decision in favor of the other side.

**As such you owe [REDACTED] \$5,055.00.**

Please log into [FairClaims.com](http://FairClaims.com) to read the arbitrator's summary and reasoning for this decision.

We know people are sometimes disappointed in the outcome of their arbitration. And there's no getting around the fact that only one party wins. But we hope you feel that the process was fair and transparent.

We want to remind you that this decision is final and court enforceable. Payment should be submitted to the other side within 14 days. We will ask the other side about their payment preferences and let you know the method of payment they prefer.

We know it's never fun to be on this side of an outcome but this is the last step before getting all of this behind you. And again, please feel free to contact us with any further questions at [help@FairClaims.com](mailto:help@FairClaims.com).

The FairClaims Team  
[www.FairClaims.com](http://www.FairClaims.com)

# EXHIBIT C

# Rules & Procedures

Effective March 12, 2018



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## About FairClaims

FairClaims is an online dispute resolution platform that uses binding arbitration, mediation, settlement and other dispute resolution tools to help you resolve your dispute. Arbitration and mediation are methods of resolving disputes outside of court. With FairClaims, the entire dispute resolution process can be done remotely. It's a fast and economical way to resolve disputes.

Resolving a dispute in court can take months or even years, and it's a hassle to go to the courthouse in person. Other disputes may get bogged down, and a third party like FairClaims can help get things unstuck. With FairClaims you'll get a final, enforceable decision in as little as two to three weeks and you never have to leave home!

## Standard Arbitration Clauses

If you would like to include a FairClaims arbitration clause in your contracts, please visit our website [www.fairclaims.com/clauses](http://www.fairclaims.com/clauses) for sample language.

# Fee Schedule

For consumer disputes, FairClaims charges both parties a fee based on the amount of money in dispute.

If the parties agree, one party may pay both parties' fees. This sometimes happens between employers and employees, for example. A party may also elect to pay both parties' fees when that party is invoking an arbitration clause. In other cases, a third party to the dispute may pay our fees.

## Consumer Per-Party Fee

Claim Amount	Administrative Fee	Arbitrator Fee	Total Fee
\$1–1,500	\$49	\$30	\$79
\$1,501–2,500	\$64	\$35	\$99
\$2,501–5,000	\$89	\$40	\$129
\$5,001–10,000	\$99	\$60	\$159

**FairClaims will waive the administrative fee for any party who is an indigent consumer**, as required by California Code of Civil Procedure section 1284.3(b).

An indigent consumer is a person having a gross monthly income that is less than 300% of the federal poverty guidelines. The current federal poverty guidelines can be viewed here: <https://aspe.hhs.gov/poverty-guidelines>.

At the time of payment, FairClaims will ask parties who are individuals whether they think they may qualify for the administrative fee waiver. If you think you may qualify, FairClaims will ask you to declare under oath the amount of your monthly income and the number of persons living in your household. If FairClaims determines that you qualify as an indigent consumer, you will be required to pay only the arbitrator fee. If, however, FairClaims determines that you do not qualify, you will be required to pay the total fee.

# Rules & Procedures

## General Arbitration Rules

### 1. Place of Arbitration

All FairClaims arbitrations are deemed to take place in Los Angeles, California.

### 2. Neutral and Independent Arbitrators

FairClaims-affiliated arbitrators are neutral and independent decision makers. They are not employees of FairClaims. Parties to an arbitration shall not contract arbitrators directly during or after the arbitration process. All communications with arbitrators shall be conducted through the FairClaims platform.

All FairClaims-affiliated arbitrators must adhere to the Ethics Standards for Neutral Arbitrators in Contractual Arbitration adopted by the Judicial Council of California. These Standards are available at [www.courts.ca.gov/documents/ethics\\_standards\\_neutral\\_arbitrators.pdf](http://www.courts.ca.gov/documents/ethics_standards_neutral_arbitrators.pdf).

## Initiating the Arbitration

*The party who initiates the arbitration is called the claimant. The other party is called the respondent. There are two different ways, as outlined in Rules 3 and 4, for a claimant to initiate a FairClaims arbitration, depending on whether the parties already have a written agreement to arbitrate their disputes using FairClaims. It is the responsibility of the submitting party to ensure the accuracy of all information submitted. The submitting party assumes liability for any damages incurred by FairClaims, its agents, partners or affiliates, resulting from the submission of knowingly false information. The Parties agree that the parties to the arbitration will be the legal entities with which business was done, if one exists, regardless of the names and contact information the Parties submit during sign up. If a proper legal entity does not exist, or the work was contracted only with an individual, then the named individual will be party to the arbitration.*

### **3. Invoking the Arbitration Clause**

If the parties have a written agreement that contains a FairClaims arbitration clause, and a dispute arises out of that agreement, then a party to the agreement may initiate the arbitration process for up to the amount specified in the clause, but in no event for more than \$25,000, by filing a claim at [www.fairclaims.com](http://www.fairclaims.com) and referencing the clause in their submission. The initiating party may select which style of arbitration the parties will use to resolve their dispute, which may include a live hearing or document only arbitration.

If a party to the agreement initiates litigation instead of filing a claim with FairClaims, then the other party may ask the court to send the dispute to FairClaims instead.

After serving a demand for arbitration upon the other side via electronic service, the served party will have 7 days to sign up and submit their information. If a Party that is obligated to arbitrate in accordance with a pre-dispute arbitration clause fails to agree to participate in the Arbitration process within that time, FairClaims shall confirm in writing (via electronic mail to the address provided by the Claimant) that party's failure to respond or participate, and the arbitrator, once appointed, shall move forward with arbitration proceedings which may include scheduling a hearing or digital review and arbitrator questioning. FairClaims shall provide appropriate notice of the hearing or other opportunity for the Party demanding the arbitration to demonstrate its entitlement to relief via electronic mail.

The parties consent to electronic service of process, with service to be made to the email address provided or otherwise referenced in their FairClaims arbitration clause, or the relevant agreement containing a FairClaims arbitration clause. If no email address is provided for in the agreement, the parties consent to electronic service at the last known email address one party had for the other party, as well as any publicly accessible email address.

A party that believes an arbitration clause was invoked by another party in error for any reason, including that the non-invoking party did not actually agree to arbitrate or the other party's claim is outside the scope of the agreement to arbitrate, has 14 days from notice of the arbitration to notify

FairClaims at [help@fairclaims.com](mailto:help@fairclaims.com) and request the arbitration be paused for up to 7 days while FairClaims brings this to the other party's attention and provides both sides with an opportunity to discuss whether they in fact have a valid pre-dispute arbitration clause mandating arbitration through FairClaims. The party may also raise this point with the presiding arbitrator, who may consider it and also make a determination on whether the arbitration should proceed. The assigned arbitrator, and not FairClaims itself, shall have discretion to make a decision on the enforceability of pre-dispute arbitration clauses.

#### **4. Post-Dispute Agreements to Arbitrate**

If the parties do not have a written agreement that contains a FairClaims arbitration clause, then a potential claimant may invite a potential respondent to resolve an existing dispute using FairClaims.

The potential claimant must send the invitation through the FairClaims website: [www.fairclaims.com](http://www.fairclaims.com) or through a link provided by a third party. If the potential respondent accepts the invitation within 3-5 calendar days, then FairClaims will begin the arbitration process. You will be notified whether the 3 or 5 day deadline applies to your claim.

If the potential respondent accepts the invitation to arbitrate after the 3-5 day window, the claimant shall provide written notice via email to FairClaims if they would instead like to withdraw their claim. Notice of intent to withdraw must be provided to FairClaims within 72 hours of receiving notice from FairClaims that the respondent signed up. The Parties consent to electronic service of process, with service to be made to the email address provided in their initial submissions. Once both parties sign up and agree to use FairClaims under a Post-Dispute Arbitration Agreement, that agreement is binding on both parties and can only be revoked with consent from both sides.

Unless the parties or FairClaims determines otherwise, these Rules & Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds \$25,000, exclusive of interest, attorneys' fees, and arbitration fees and costs, regardless of whether the arbitration was initiated pursuant to an arbitration agreement or post dispute

agreement to arbitrate. In any case, the maximum amount of damages that may be awarded to one party or another is \$25,000, exclusive of interest, attorney's fees, and arbitration fees and costs.

Parties may withdraw from a post-dispute agreement to arbitrate only if both parties consent to that withdrawal in writing via electronic mail to FairClaims at [help@fairclaims.com](mailto:help@fairclaims.com) prior to the Arbitrator's Service of the Award. Fees are not refundable in the event of such withdrawal.

## **5. Payment of Fees**

If required, after the claimant files a claim pursuant to Rule 3, or after the respondent agrees to arbitrate pursuant to Rule 4, FairClaims will email both parties and ask them each to pay the requisite administrative and arbitrator fees. Parties who are indigent consumers must pay only the arbitrator fee, not the administrative fee.

An arbitration agreement reached under Rule 4 will become effective once both parties complete an initial online submission which references a common dispute code and which includes acknowledgement of their agreement to arbitrate.

In the event one party does not submit payment to FairClaims for any given arbitration within two weeks of a request for payment from FairClaims for that arbitration, or in the event a party invokes an existing FairClaims Arbitration Clause, the other / invoking party may, at its sole discretion and with notification to FairClaims, pay the other side's fee. If a party elects to pay the fee for the non-paying party, the arbitrator, at her sole discretion, may or may not award those fees to the other party, in addition to any amount awarded for the dispute itself, should the other / invoking party prevail.

If a party to a post-dispute arbitration agreement declines to pay the non-paying party's fees and if payment for a particular arbitration is still due from the non-paying party, the relevant post-dispute arbitration agreement becomes null and void 21 calendar days after FairClaims' first request for payment for that particular arbitration was made. In any case, the arbitration process will not begin until full payment has been received by FairClaims whether that full payment

is made by one or both parties. Furthermore, if any fees are outstanding within 21 calendar days of FairClaims' first request for payment for that particular arbitration was made, the relevant post-dispute arbitration agreement becomes null and void.

For more information about the FairClaims fee schedule, read the Fee Schedule section on page 2.

## **6. Assigning the Arbitrator**

Once both parties have agreed to arbitrate (or once an arbitration clause is invoked) and fees have been paid (where applicable), FairClaims assign an arbitrator and will notify the parties of the arbitrator assigned to their dispute. Arbitrator assignments are final barring any conflict of interest or other ethical consideration which may impact the arbitrator's ability to properly hear your case. Should you have a concern with your assigned arbitrator you must bring that to FairClaims' attention within 72 hours of your arbitrator assignment and the FairClaims team will then have discretion to decide whether or not you will be assigned a new arbitrator.

## **Document-only Arbitration**

### **7. Document-only Arbitration**

In the event that the parties agree to document-only arbitration the parties will not have a live hearing. Rather, both sides shall have the opportunity to upload evidence, provide witness statements, respond to the other side's evidence, and answer written questions asked by the assigned arbitrator via the FairClaims dispute resolution platform. The deadlines for these items will be set out in notices provided to the parties. The parties will be able to review and respond to the other party's uploads and answers as outlined in notices provided to the parties.

Following arbitrator review and questioning, the assigned FairClaims arbitrator will issue a decision pursuant to Rule 15.

## Preparing for the Hearing

### 8. Notice of the Hearing

After an arbitrator is selected, that arbitrator will propose hearing times, and FairClaims will send a notification to the parties inviting them to share their availability during those times using the online platform. Once the arbitrator selects a hearing time, FairClaims will send a notice of hearing to the parties via email, which will include the date and time of the hearing and instructions on how to attend the hearing via video or telephone. This notice may be sent less than 7 calendar days before the hearing. The Arbitrator will consider the parties preferences when scheduling a hearing. However, hearing times are not guaranteed to match your submitted preferences.

As a general matter, most FairClaims hearings are conducted during normal business hours. However, your arbitrator may schedule a hearing outside of normal business hours subject to Arbitrator availability and party preferences.

All communications related to the arbitration process shall be made to and from FairClaims directly, and no other communications will be considered valid either for the arbitration or any subsequent disputes.

### 9. Rescheduling a Hearing

Each party will have one opportunity to reschedule the hearing only with a showing of a documented medical, family or other serious emergency. Requests for rescheduling must be sent to [help@fairclaims.com](mailto:help@fairclaims.com) no less than 72 hours before the scheduled hearing time.

Subsequent requests, or requests received less than 72 hours before the scheduled hearing start time, may not be honored. FairClaims, at its sole discretion, may reschedule hearings and/or extend evidence or other deadlines. Any extensions, rescheduling, or other deadline modifications shall apply to both parties in a given dispute.

## **10. Discovery**

The parties will not engage in formal discovery unless their dispute involves an injury to, or the death of, a person caused by the wrongful act or neglect of another. In that case, discovery may be conducted as provided for in California Code of Civil Procedure section 1283.05.

## **11. Documentary Evidence**

If a party has documentary evidence that it would like the arbitrator to consider, it must upload the evidence to the secure online platform provided by FairClaims.

The parties are each allowed to upload a maximum of 30 pieces of evidence for each arbitration which may include pictures, video, contracts and documents. Documents shall not exceed 50 pages total in the aggregate. Should a party exceed these limits the arbitrator shall have discretion to limit his or her review to 30 pieces of evidence total and 50 pages total for that party, based on that factor alone. However, the parties may still raise any key points at hearing or in discussion, and request the arbitrator review specific pieces of evidence after the Q&A or hearing.

FairClaims will set a deadline for the parties to upload all of their documentary evidence, and the parties will receive reasonable notice of that deadline after the arbitration process begins. If a party has technical difficulties uploading evidence, it should contact FairClaims at [help@fairclaims.com](mailto:help@fairclaims.com).

After the evidence upload deadline has passed, FairClaims will give the arbitrator and both parties "view-only" access to all of the documentary evidence. Each party agrees not to take screenshots, save, or distribute in any way the other party's documentary evidence.

The Arbitrator may request documentary evidence after a hearing. If such evidence is requested, the party from whom evidence is requested will have 48 hours to upload such evidence after the hearing, and the other side will have an additional 24 hours following any uploads to respond. The 48 hour timeline begins at the scheduled hearing start time, regardless of when the hearing concludes. Post hearing evidence shall be allowed only at the Arbitrator's discretion

and not as a matter of course. Should the Arbitrator request post hearing evidence, the Arbitrator still has discretion with regards to whether and how to consider the evidence submitted after the hearing, as with any other submitted evidence.

If a party believes that a non-party has documentary evidence relevant to the dispute, it may request a subpoena duces tecum from the arbitrator. The arbitrator must issue, as a matter of course, signed but otherwise blank subpoenas to the party requesting them. The party serving the subpoena must fill it in before service. Subpoenas must be served and enforced in accordance with California Code of Civil Procedure section 1985 et seq. If a party would like to make this request it must notify FairClaims within 5 days of initial sign up and FairClaims will facilitate the request with your arbitrator.

## **12. Settlement Prior to Service of Award**

If the Parties agree to settle their matter prior to the Arbitrator's Service of Award, whether that settlement is agreed upon via mediation, FairClaims' settlement tools such as FairChat, or independently, the Parties must enter that settlement via the FairClaims platform or notify FairClaims of such at [help@fairclaims.com](mailto:help@fairclaims.com) prior to the Arbitrator's Service of Award.

Any settlement agreed to by the parties must be fulfilled within 14 days unless the parties agree otherwise.

The Arbitrator retains jurisdiction over the parties' dispute unless and until the parties fulfill the obligations of their settlement on time, whether such settlement is made during, before or after a hearing, and may make an award determination at any time which displaces the settlement until such obligations are fulfilled, for up to one year from the date of entry or notification of settlement.

## **13. Witnesses**

If a party believes that a witness's testimony is relevant to the dispute, the party should ask that witness to attend the hearing. It is the sole responsibility of the party producing a witness to ensure that witness is available promptly at the hearing time.

If the witness would like to testify but is not available during the scheduled hearing time, the party may instead upload a video of the witness as documentary evidence.

If the witness will not agree to attend the hearing or make a video, the party may request a subpoena requiring the witness's attendance at the hearing from the arbitrator. The arbitrator must issue, as a matter of course, signed but otherwise blank subpoenas to the party requesting them. The party serving the subpoena must fill it in before service. Subpoenas must be served and enforced in accordance with California Code of Civil Procedure section 1985 et seq. If a party would like to make this request it must notify FairClaims within 5 days of initial sign up and FairClaims will facilitate the request with your arbitrator.

## **During the Hearing**

### **14. The Parties' Rights**

Each party is entitled to be heard but the rules of evidence and rules of judicial procedure need not be observed.

In the event a party does not appear at a scheduled hearing, and has not given notice of its inability to attend the hearing, the hearing will be conducted in its absence. The non-showing party will be given the opportunity to submit to FairClaims, within 48 hours of the scheduled hearing start time, a written, audio or video statement for the arbitrator's consideration. If a statement is submitted, the showing party will then have 24 hours to submit a rebuttal to that statement.

In the event neither party appears at a scheduled hearing, both parties will have 48 hours from the scheduled hearing start time to submit a supplemental statement to be considered by the Arbitrator before a decision is made.

FairClaims hearings may be recorded and/or a FairClaims administrator may join your hearing for quality control purposes, evidentiary purposes, research purposes, and/or to review any future potential concerns you may later have.

The testimony of witnesses and parties will be given under oath and penalty of perjury. The arbitrator has the power to

administer oaths pursuant to California Code of Civil Procedure section 1282.8.

The Arbitrator 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)).

The Parties will not offer as evidence, and the Arbitrator shall neither admit into the record nor consider, prior settlement offers by the Parties or statements or recommendations made by a mediator or other person in connection with efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.

All communications, negotiations, or settlement discussions by and between the participants and/or Arbitrator in the arbitration 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.

Notwithstanding the foregoing, FairClaims may share all case details with a referring third party who pays for the parties' arbitration and may also share a copy of the final Award and any Post-Dispute Agreement to Arbitrate with any Party to the Arbitration, and as required by law with a Court or government agency with jurisdiction.

#### **15. Witness Fees**

If a witness (who is not an agent, officer or employee of a party) appears at the hearing pursuant to subpoena, the party who subpoenaed the witness must pay him or her a fee pursuant to California Code of Civil Procedure section 1283.2. If the arbitrator subpoenaed the witness, then FairClaims will pay the witness and invoice each party for half of the fee.

The amount of the fee is currently \$35, pursuant to California Government Code section 68093.

If a subpoenaed witness must travel in order to have access to the technology required to attend the hearing via video, then he or she will also be paid for mileage actually traveled, both ways, at \$0.20 per mile.

Each party may have a maximum of 2 witnesses at their Hearing, unless their Arbitrator or FairClaims allows for additional witnesses.

#### **16. Private Hearing**

Hearings are private and confidential between the parties of a dispute. As such, only parties, witnesses, translators, experts, and any other person having a direct interest in the Arbitration may attend a hearing. Your Arbitrator may, in her sole discretion, determine whether a witness, translator or any other person with a direct interest in the Arbitration may be permitted to attend a FairClaims hearing.

All witnesses must have direct knowledge of the facts and situation in dispute.

#### **17. Settlement During Hearing**

Parties may settle their dispute during a hearing and the Arbitrator may facilitate such a settlement. In order for that settlement to be finalized, the Parties must enter the terms of their settlement into the FairClaims platform and agree to be bound by that settlement within 48 hours of their hearing.

The Arbitrator may make an award determination if the settlement agreed upon during the hearing is not formalized as such.

The Arbitrator retains jurisdiction over the parties' dispute unless and until the parties fulfill the obligations of their settlement, whether such settlement is made during, before or after a hearing, and may make an award determination at any time which displaces the settlement until such obligations are fulfilled, for up to one year from the date of entry or notification of settlement..

#### **18. Violation of Hearing Rules and Procedures**

Should any Party violate hearing rules or procedures and/or engage in offensive conduct or any other conduct not

conducive to a respectful and productive exchange, that Party may, at the Arbitrator's discretion or FairClaims' discretion, be disallowed from further participating in the Hearing. In such a case that Party would still be given an opportunity to submit testimony via audio, video, or written statement and may also be given an opportunity to answer Arbitrator questions digitally via written text.

## **After the Hearing**

### **19. Service of the Award**

The arbitrator's award will be emailed to both parties within approximately 5 calendar days after the hearing. FairClaims retains discretion to extend that timeline if necessary under the circumstances.

The arbitrator will satisfy California Code of Civil Procedure section 1283.4, which requires that the award be signed, by e-signing the email with his or her typed name.

In determining the merits of the dispute, the Arbitrator shall be guided by the rules of law agreed upon by the Parties. In the absence of such agreement, the Arbitrator will be guided by the law or the rules of law that he or she deems to be most appropriate. The Arbitrator may grant any remedy or relief that is just and equitable and within the scope of the Parties' agreement.

### **20. Payment Pursuant to the Award**

If the award requires one party to pay the other party money, then the owing party must pay the amount owed on or before the 14th calendar day after the award was served on the parties unless otherwise noted in the award or Arbitration Agreement. Payment must be made via electronic payment, or certified check / money order sent via a trackable method of shipping.

The arbitrator may also award pre and post-award interest and/or other expenses and fees at her discretion. If post-award interest is awarded, it shall compound annually, and begin accruing 30 calendar days after the award date. If both parties agree, they may enter into an extended payment plan that foregoes interest.

Settlement offers made using the FairClaims platform are binding once accepted by the offeree. All aspects and terms of the settlement must be included, and are binding and enforceable. Parties may enter into an extended payment plan after a settlement is reached. If a dispute arises between the parties on whether they made a valid settlement, the parties may ask the arbitrator to make a ruling on that point as part of the Award and may, in that instance, disclose related settlement details to the arbitrator.

## **21. Failure to Pay**

If the owing party fails to pay the amount owed within the longer of 14 days or the deadline noted in the award or Arbitration Agreement, then the prevailing party may file a petition to confirm the award in any court having jurisdiction. In the event of confirmation and enforcement of an award, the delinquent party will be responsible for any attorney, court or other fees associated with such action.

The purpose of filing a petition to confirm the award is to obtain a judgment from the court, which will allow the prevailing party to collect money from the judgment debtor without the judgment debtor's cooperation.

Because Los Angeles, California is deemed the place of the arbitration, the Los Angeles Superior Court would have jurisdiction over a petition to confirm the award, in addition to any other court having jurisdiction. In California superior courts, the latest the prevailing party may file such a petition is 4 years after the day the award was served on the parties.

Proceedings to enforce, confirm, modify or vacate the award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1, et seq., or applicable state law.

## **22. Correcting or Vacating the Award**

Within seven (7) calendar days after service of a FairClaims Award, any party may serve upon FairClaims and the other party a request that the Arbitrator correct any computational, typographical or other similar error(s) in an Award, or the Arbitrator or FairClaims may sua sponte propose to correct

such errors in an Award. A party opposing such correction shall have seven (7) calendar days thereafter in which to file any response to the requested or proposed correction. The Arbitrator may make any necessary and appropriate corrections to the Award within seven (7) calendar days of receiving a request to do so. The Arbitrator may extend the time within which to make corrections upon good cause. The corrected Award shall be served upon the parties in the same manner as the Award. If either party believes that the award should be corrected or vacated, it may file a petition to correct or vacate the award in any court having jurisdiction.

Because Los Angeles, California is deemed the place of the arbitration, the Los Angeles Superior Court would have jurisdiction over a petition to correct or vacate the award. The criteria for correcting or vacating an award in a California court can be found in California Code of Civil Procedure sections 1286.2 and 1286.6. The earliest a party may file such a petition is 10 days after the day the award was served on the parties. The latest a party may file a such a petition is 100 days after the day the award was served on the parties.

### **23. Service of the Petition and Notice of Hearing**

If a party files a petition (whether to confirm, correct or vacate the award), it must send a copy of the petition and the notice of hearing to the other party and to FairClaims, using the email addresses that were used at the time of the hearing.

### **24. Confidentiality and Privacy**

(a) FairClaims and the Arbitrator shall maintain the confidential nature of the Arbitration proceeding and the Award, including the Hearing, except as necessary in connection with a judicial challenge to or enforcement of an Award, or unless otherwise required by law or judicial decision.

(b) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

(c) The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither

party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities.

## **General Settlement Rules**

FairClaims offers tools to facilitate settlement discussions including our smart settlement tool FairChat, mediated chat, and other settlement tools designed to help you reach an agreement with the other side. We have outlined rules for settling during an Arbitration above. The General Settlement Rules outlined in this Section apply to settlements made via the FairChat settlement tool whether or not the parties have agreed to arbitrate.

If there is any conflict between this Section and the settlement provisions in the General Arbitration Rules Section above, the above Section shall be controlling for settlements made during Arbitration while this Section shall be controlling for settlements made outside of arbitration.

### **25. Signing up for FairChat**

If you sign up to settle a matter without arbitration, you are signing up to use our smart settlement tool FairChat whether or not it is termed FairChat in your sign up materials. When you sign up for FairChat you are not agreeing to arbitrate but do agree to be bound by whatever final settlement both parties mutually agree upon during the FairChat process.

### **26. FairChat Conduct**

FairChat is a safe space for parties to discuss their dispute. Cursing, insults, harassment and other inappropriate behavior is not allowed. If you engage in any such activity your FairChat may be terminated at FairClaims' sole discretion.

### **27. Deadlines**

You are generally given 7-14 days to reach a mutual settlement via FairChat. That timeline may vary some but you will, in any case, be notified of your deadlines via email

after you sign up. FairClaims may extend the FairChat settlement deadline at its sole discretion.

## **28. Mediators**

FairChat is a Do-It-Yourself settlement platform. FairClaims may however provide a mediator to help facilitate your discussions who may, in such cases, join your settlement discussion to help further facilitate resolution. You may also have an opportunity to reach out directly and discuss your settlement with a customer support rep for the partner who referred you to FairChat, depending on the partner and specific referring rep. Mediator and partner rep reply time may vary so it's important that you reach out to them early on in the settlement discussion process and not rely on their replies for the sake of finalizing settlement should you have any specific needs. For technical or general FairChat process questions you may also reach out to the FairClaims support team at [help@fairclaims.com](mailto:help@fairclaims.com).

Your FairChat mediator, if one is provided, shall be neutral and is not authorized to make a final, binding decision. However, your mediator may from time to time have questions about specific pieces of evidence, information, or provide other "gut checks" throughout the process. Your mediator may also ask you to answer questions, share evidence or provide informational resources, legal or otherwise. Whether and how you respond is entirely up to you.

## **29. Settlements Made via FairChat**

A settlement is made via FairChat once both sides agree to the same settlement terms and upon approval by a FairClaims mediator or administrator. You will receive an email once a settlement is final. If you believe the settlement was made in error you must contact FairClaims at [help@fairclaims.com](mailto:help@fairclaims.com) to let us know within 48 hours or the settlement will stand.

You agree to be bound by the terms of the settlement with or without a formal settlement agreement, as summarized in

your FairChat. You further agree that the terms of your settlement can be included in a formal settlement agreement should the other party need to enforce on your agreement, and that your electronic signature can be included as your “first name” and “last name” or business name as appropriate.

### **30. Payment or Performance Deadline**

You agree to make payment or perform on your award within 14 days of finalization of settlement, unless otherwise specified in your settlement agreement.

### **31. Fees**

The party failing to honor their side of the settlement agrees to bear the costs of any fees associated with enforcement of the settlement including but not limited to attorney’s fees, court filing fees and other reasonable fees subject to court approval.

PROOF OF SERVICE

I am employed in the County of [REDACTED], State of California. I am over the age of 18 and not a party to the within action; my business address is [REDACTED].

On [REDACTED], I served the foregoing document(s) described as "Notice of Continuance of Hearing on Petition to Confirm Award," on respondent [REDACTED] by placing the copies thereof enclosed in sealed envelopes addressed as follows:

[REDACTED]

BY MAIL – I placed the document(s) listed above in a sealed envelope and place the envelope for collection and mailing on the date below following the firm’s ordinary business practice. I am readily familiar with the firm’s practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in San Francisco, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY PERSONAL SERVICE – I caused personal delivery of the document(s) listed above to the person(s) at the address(es) set forth above.

BY FACSIMILE TRANSMISSION – I transmitted via facsimile the document(s) listed above to the fax number(s) set forth above on this date before 5:00 p.m.

BY ELECTRONIC TRANSMISSION – I transmitted electronically the document(s) listed above as set forth on the electronic service list on this date before 5:00 p.m.

BY FED EX – I placed the document(s) listed above in a sealed envelope designated for Fed Ex overnight delivery and deposited the same with fees thereupon prepaid, in a facility regularly maintained by Federal Express, addressed as set forth above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on [REDACTED], at [REDACTED], California.

[REDACTED]  
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