



Dear SAR Member:

You will find the SAR Arbitration Procedures, *Arbitration Complaint Form (A-1)*, and Mandatory Mediation Form enclosed. The dispute must occur between members of Sacramento Association of REALTORS® (SAR) in order to file. You will need to file through C.A.R. Interboard Arbitration system should the other party belong to a different Association.

The complaint must be filed within one hundred eighty (180) calendar days after closing of the transaction, if any, or after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later.

Under California Real Estate Law, commissions must be paid to a broker and may not be paid directly to a salesperson. You must name the Responsible Broker for the Complainant and for the Respondent on the complaint form.

SAR has adopted the policy of mandatory mediation prior to arbitration hearing. The purpose of having a discussion with a Mediator is to attempt a resolution of the dispute and to avoid a formal hearing conducted by the Professional Standards Committee. If the dispute is successfully resolved within two (2) hours of mediation, \$200 of the filing deposit will be refunded.

Please carefully read and complete the *Arbitration Complaint Form (A-1)*, attach a narrative statement labeled "Exhibit 1", include any addition evidence to support your claim, complete the *Mandatory Mediation Form*, and provide payment of \$250. You may mail or submit in person the documents to the Professional Standards Administrator.

A formal hearing will be scheduled should the dispute not be resolved in mediation. The arbitration hearing is binding and parties agree to accept the findings of the Professional Standards Hearing Panel.

Upon receipt and review of the completed forms, action will be taken to schedule the mediation conference.

You may submit the completed complaint in person or mail to:

Sacramento Association of REALTORS®
Attn: Professional Standards Administrator
2003 Howe Ave
Sacramento, CA 95825

Please feel free to contact me at 916-437-1226 or LHarank@sacrealtor.org should you have additional questions.

Lyndsey Harank
Professional Standards Administrator



Sacramento Association of REALTORS®
Arbitration Complaint Procedures

Arbitration complaints must be filed on the *Arbitration Complaint Form A-1* along with a legible statement marked “Exhibit 1” detailing why you feel the Respondent(s) owes you monetary compensation. You may also include other evidence relevant to the dispute. Eight (8) legible copies of all documents, mandatory mediation form(s), and a filing deposit of \$250 (made payable to SAR) must accompany the arbitration complaint in order to be considered properly filed with the Association.

The complaint must be filed within one hundred eighty (180) calendar days after closing of the transaction, if any, or after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later. Under California Real Estate Law, commissions must be paid to a broker and may not be paid directly to a salesperson. You must name the Responsible Broker for the Complainant and for the Respondent on the complaint form.

The Sacramento Association of REALTORS® has adopted the policy of mandatory mediation prior to arbitration. All parties must complete the *Mandatory Mediation Form* in order for the complaint to be complete. The purpose of having a discussion with a Mediator is to attempt a resolution of the dispute and to avoid a formal hearing set forth in the *California Code of Ethics and Arbitration Manual*. If the dispute is successfully resolved within two (2) hours of mediation, the parties will be refunded \$200 of the filing deposit. If the dispute is not resolved in mediation, a formal arbitration hearing before the Professional Standards Committee will be scheduled.

A response is due within fifteen (15) calendar days after the date of *Notice to the Respondent* is sent to the Respondent(s), however, the Respondent(s) is not required to submit a response to move forward with processing of the complaint. The Respondent(s) are still bound to arbitrate as set forth in the *California Code of Ethics and Arbitration Manual*.

All parties may be represented by legal counsel currently licensed by The State Bar of California. The Association and the parties must receive notice of intent to be represented by legal counsel at least fifteen (15) days prior to the hearing on the appropriate form provided to the parties. Failure to give adequate notice may result in the continuance of the hearing and a continuance fee imposed against the party failing to give adequate notice.

It is the responsibility of each party to arrange for their witnesses to be present at the time and place designated for the hearing. Parties are responsible to bring with them all evidence and written documents pertinent to the arbitration. Once evidence has been submitted at a hearing by a party, the party does not have the right to ask the other party or the hearing Panel to return or destroy that evidence. All parties who appear (in-person and remotely) at a hearing are required to answer all questions by the Panel and by any other party and are not entitled to advance notice. Refusal of a party to appear at an arbitration hearing, to submit him or herself or his or her records to examination, or to comply with a request of the hearing Panel for relevant information may be deemed an admission of the truth of the claim against him or her.

Sacramento Association of REALTORS®
Arbitration Complaint Procedures Continued

Hearings will be conducted in the English language. Interpreters are allowed to assist any party or witness at the hearing. The party requesting the interpreter must bear the cost to provide a qualified interpreter that is certified or registered and in good standing with the Judicial Council of California. Only one neutral interpreter will be allowed in the hearing and will assist all parties with translation needs.

Once a hearing date is set, the hearing cannot be rescheduled. Parties' may submit a written request for a continuance and state the reason for the request. Parties' requests for continuances can only be granted when all the parties mutually agree to a specific date and time or the Professional Standards Administrator determines that denying the request for continuance would deny the requesting party a fair hearing. Continuances requested after a hearing has convened shall be considered by the Hearing Panel, and granted as necessary. Each party is entitled to one continuance of a hearing, for good cause, without assessment of a continuance fee. A fee of \$100 will be assessed for each subsequent request for a continuance by the same party.

The parties to an arbitration proceeding may settle the dispute at any time. In such event, the Complainant(s) shall promptly notify the Professional Standards Administrator in writing their intention to withdraw their complaint and the arbitration proceedings shall be terminated.

The award shall be final and binding after the period to request a review has lapsed. Each party is given twenty (20) calendar days after the award has been distributed to request a review. If there is a request for a review, the award shall be final and binding on the date the Directors ratify the award.

The Association does not monitor payment of the award. In the event the non-prevailing party has not complied with the award, the prevailing party may seek judicial confirmation and enforcement of the award. The party failing to abide by the arbitration award shall pay to the party obtaining such confirmation the costs and reasonable attorneys' fees incurred in such actions. The prevailing party also has the option to file a request for a "show-cause" hearing before a panel of three (3) Directors. The sole purpose of the "show cause" hearing is to determine why the non-prevailing party failed to timely pay the arbitration award. Sanctions imposed for not complying with an arbitration award may result in suspension of membership and publication under the C.A.R. Publication Policy.

All procedures are set forth by the *California Code of Ethics and Arbitration Manual*. You may request a copy from the Professional Standards Administrator or at www.car.org.

**ARBITRATION COMPLAINT
SACRAMENTO ASSOCIATION OF REALTORS®**

1. A dispute arising from the real estate business has arisen between me (us) and the person(s) and/or entity(ies) named below (*Note: List all persons you wish to name as respondents. If you want to name a corporate entity as a respondent, you must indicate the corporation's legal name as a separately named respondent.*):

RESPONDENT(S):

<p>(1) _____ Name of Responsible Broker (Type or Print)</p> <p>_____ Name of Firm</p> <p>_____ Street Address</p> <p>_____ City, State, Zip</p>	<p>(2) _____ Name (Type or Print)</p> <p>_____ DRE Number</p> <p>_____ Street Address</p> <p>_____ City, State, Zip</p>
<p>(3) _____ Name (Type or Print)</p> <p>_____ DRE Number</p> <p>_____ Street Address</p> <p>_____ City, State, Zip</p>	<p>(4) _____ Name (Type or Print)</p> <p>_____ DRE Number</p> <p>_____ Street Address</p> <p>_____ City, State, Zip</p>

2. The respondent(s) owes me the sum of \$_____. My claim is based upon the statement attached to this complaint, marked Exhibit "1", which is hereby incorporated by reference and made part of this complaint.
3. At the time the facts and circumstances giving rise to this dispute occurred, I am informed that each respondent was a:
REALTOR®/REALTOR-ASSOCIATE® Member of the Association;
4. This dispute is proper for arbitration at the Association as this is a real estate related dispute that arises out of our relationship as REALTORS®/REALTOR-ASSOCIATES® and/or arises from a listing filed with the Association's MLS.
5. I, by becoming and remaining a:
REALTOR®/REALTOR-ASSOCIATE® Member of the Association; and/or
- have previously agreed to resolve this dispute with the named respondents through binding arbitration using the Association's facilities and its rules and procedures for arbitration. Accordingly, I submit this dispute to arbitration and reaffirm my agreement to bind myself and any firm for which I am the designated broker of record to be bound by arbitration through the Association. Furthermore, I reaffirm my agreement to abide by the Association's rules and procedures for arbitration and to comply with the arbitration award. I understand and agree that this constitutes an arbitration agreement within the meaning of Part 3 Title 9 of the California Code of Civil Procedure. **In the event I or my firm does not comply with the arbitration award and it is necessary for any party to this arbitration to obtain judicial confirmation and enforcement of an arbitration award against me or my firm, I and my firm agree to pay the party obtaining such confirmation their costs and reasonable attorneys' fees incurred in obtaining such confirmation and enforcement. I also understand that if I do not comply with the arbitration award, I may be disciplined by the Association following a "show cause" hearing pursuant to the arbitration enforcement policy.**
6. I have filed this arbitration complaint, meeting all filing requirements, within one hundred and eighty (180) calendar days after the closing of the transaction, if any, or after the facts and circumstances constituting this arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later.
7. I understand there will be a mechanical tape recording of the arbitration hearing. I understand that I may purchase a copy of the tape recording solely for the purpose of requesting a procedural review of the arbitration procedures and hearing by the Association's Board of Directors or an appointed review Panel thereof.

8. I understand that I may be represented by legal counsel at any time, including at the arbitration hearing and any procedural review. I further understand and agree that if I intend to have legal representation, I must give written notice of my legal representative's name, law firm name, address and phone number to all parties and the hearing and/or review Panel at least fifteen (15) calendar days before the scheduled date of the hearing. I understand and agree that failure to comply with this notice requirement may result in a continuance being granted and a continuance fee assessed against me.
9. I understand that the nature of these proceedings are confidential and that I have an obligation to maintain and protect the confidentiality of these proceedings and any resulting decision. I hereby agree to do so unless disclosure is authorized by the Association's rules and procedures or required by law.
10. Unless this dispute is between members of the same office, the responsible broker at the time the facts and circumstances giving rise to this dispute occurred must sign as a co-complainant and has signed this complaint.
11. I hereby affirm that the facts and circumstances and the parties in this matter are not related to any pending bankruptcy, civil litigation matter or criminal investigation, including a proceeding before a governmental regulatory agency. If I am unable to make this affirmation, I have attached a written statement describing the pending matter on a separate sheet of paper and have included it with this complaint.
12. I have enclosed my payment in the sum of \$ 250.00 for the arbitration filing fee with this complaint.
13. I will be represented by an attorney, whose name, address, telephone number, and email address are:

14. Under the penalties of perjury, I declare that this arbitration complaint and the statements contained herein are true and correct to the best of my knowledge and belief.

Dated: _____

COMPLAINANT(S):

(1) _____
Signature of Responsible Broker

(2) _____
Signature

Name of Responsible Broker (Type or Print)

Name (Type or Print)

Name of Firm

Name of Firm

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone email

Phone email

(3) _____
Signature

(4) _____
Signature

Name (Type or Print)

Name (Type or Print)

Name of Firm

Name of Firm

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone email

Phone email

MANDATORY MEDIATION FORM

This form must be completed and submitted with your Arbitration Complaint (Form A-1).
All parties must complete this form.

The Sacramento Association of REALTORS® has adopted the policy of mandatory mediation prior to arbitration. Mediation is a dispute resolution process whereby a mediator (an impartial third party) works with you and the other parties to facilitate a mutually acceptable resolution of your dispute. Mediation is less adversarial, less formal, and the parties are directly involved in the decision-making process. SAR Mediators are trained by Pepperdine University instructors from the Straus Institute for Dispute Resolution.

If you are the Complainant in the dispute, you still need to file an arbitration complaint with the Association and pay your filing deposit to preserve your right to arbitration. If the dispute is resolved in mediation, a written agreement will be signed by the parties and may be enforceable by law in the courts. In addition, both the Complainant and the Respondent will receive a refund of \$200 of their filing deposits. If you are unable to reach a mutually acceptable resolution within two (2) hours of mediation, an arbitration hearing will then be scheduled.

Signature

Date

Your Name (Type or Print)

Primary Contact Number

Email

Company Name

Company Address, City, Zip Code

Please indicate below your first, second, and third date preference for a mediation conference:

1. _____

2. _____

3. _____