



Dear Member:

This letter concerns your request for arbitration forms. You will find the Arbitration Complaint form and Outline of Procedure for Hearing Arbitration enclosed. Please complete the Arbitration form and attach eight (8) legible copies of your narrative statement with your supporting documents, together with your check for \$250 made payable to the Sacramento Association of REALTORS®. Please remember that arbitration is broker to broker; therefore, along with any agent, the broker of the respondent as well as the complainant must also be named on the complaint form.

You will also find a *Mandatory Mediation before Arbitration* form. The Sacramento Association of REALTORS® has adopted the policy of mandatory mediation prior to arbitration. The purpose of the discussion with the Mediator is to attempt resolution of the matter and to avoid a formal hearing by a Professional Standards Hearing Panel. If the matter is successfully resolved within three hours of mediation, each party will receive \$200 of the \$250 filing fee each party has paid.

If you are unable to resolve the dispute through mediation, a formal hearing will be scheduled with a Professional Standards Panel. This hearing is a binding arbitration and you agree to accept the findings of the Professional Standards Panel. In an arbitration hearing, the panel determines whether either of the parties will be refunded their filing fee, if requested.

Upon receipt of the completed forms, action will be taken to schedule the mediation conference. Please feel free to contact me at (916) 437-1226 or [lharank@sacrealtor.org](mailto:lharank@sacrealtor.org) should you have additional questions.

Sincerely,

A handwritten signature in blue ink that reads "Lyndsey Harank".

Lyndsey Harank  
Professional Standards Manager

Enclosures



SACRAMENTO ASSOCIATION OF REALTORS®  
**ARBITRATION PROCEDURES**

Arbitration requests need to be typed or legibly printed on the *Arbitration Complaint Form A-1* along with a legible narrative marked *Exhibit 1*. You may also include exhibits and attachments clearly marked. Eight (8) legible copies of all documents must accompany the arbitration request.

The complaint must be filed within one hundred and eighty days (180) from the date the transaction closes or one hundred and eighty days (180) from the time the facts giving rise to the dispute occurred.

An arbitration filing fee of \$250 must accompany the arbitration complaint and be made payable to the Sacramento Association of REALTORS® (SAR). All parties are provided information regarding mediation. The Sacramento Association of REALTORS® has adopted the policy of mandatory mediation prior to arbitration. Should mediation resolve the dispute within three hours, \$200 of the filing fee will be returned to each party. Should mediation not resolve the dispute, the parties will then arbitrate the dispute. Parties may request the return of the filing fee as well as other pertinent costs on the *Requested Arbitration Costs* form provided to all parties prior to arbitration. The hearing panel will then render a decision on the return of any costs in their deliberations.

As arbitration is between brokers of different firms, the complaining broker must sign all requests to arbitrate. The other broker, as well as any salesperson(s) involved, should be named as Respondents. Arbitration may not proceed with the salesperson as the sole complainant or respondent.

A response is due within fifteen (15) 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*.

Complainant(s) and Respondent(s) involved in an arbitration have the right to challenge the qualification of tribunal members for cause.

Complainant(s) and Respondent(s) will be notified in writing at least twenty-one (21) days in advance of the time, date and place of the hearing. The hearing will be recorded and a copy of the video will be available to the complainant(s) or respondent(s) only for the purposes of requesting a review at the cost of \$50 per DVD.

All parties may be represented by legal counsel. 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. 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.

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, it will not be rescheduled unless a party to the arbitration request a written continuance and can demonstrate good cause for granting the continuance. The Association will not consider continuance requests for rescheduling if they are not in writing and set forth the reason for the request. The fee for the first request for continuance of a hearing will be \$75 and the fee for a second continuance to the same party will be \$200. Subsequent continuance fees will continue to double: e.g. \$400 for the third continuance, \$800 for the fourth continuance etc.

The parties to an arbitration proceeding may settle the issue between them by agreement at any time. In such event, the parties shall promptly notify the Professional Standards Administrator 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) 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. The prevailing party has the option of seeking a judicial enforcement of the award and/or 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.

All procedures are set forth by the *California Code of Ethics and Arbitration Manual*. You may request a copy from the Association Professional Standards Administrator or at [www.car.org](http://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):**

(1) _____ Name of Respondent Brokerage (Type or Print)	(2) _____ Name of Responsible Broker (Type or Print)
Name of Firm	Name of Firm
Street Address	DRE Number
City, State, Zip	Street Address
(3) _____ Name (Type or Print)	(4) _____ Name (Type or Print)
Name of Firm	Name of Firm
DRE Number	DRE Number
Street Address	Street Address
City, State, Zip	City, State, Zip

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; and/or  
 Participant/subscriber of the Association's MLS
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  
 Participant/subscriber of the Association's MLS

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):**

<p>(1) _____          Signature of Authorized Person</p> <p>_____          Name of Complainant Brokerage (Type or Print)</p> <p>_____          Firm</p> <p>_____          Street Address</p> <p>_____          City, State, Zip</p> <p>_____          Phone                      email</p> <p>(3) _____          Signature</p> <p>_____          Name (Type or Print)</p> <p>_____          Firm</p> <p>_____          Street Address</p> <p>_____          City, State, Zip</p> <p>_____          Phone                      email</p>	<p>(2) _____          Signature</p> <p>_____          Name of Responsible Broker (Type or Print)</p> <p>_____          Firm</p> <p>_____          Street Address</p> <p>_____          City, State, Zip</p> <p>_____          Phone                      email</p> <p>(4) _____          Signature</p> <p>_____          Name (Type or Print)</p> <p>_____          Firm</p> <p>_____          Street Address</p> <p>_____          City, State, Zip</p> <p>_____          Phone                      email</p>
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## MANDATORY MEDIATION PRIOR TO ARBITRATION

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

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 usually less adversarial and less formal and the parties are directly involved in the decision-making process to resolve their dispute. ^ Z [ • u ] retained 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 court. In addition, both the Complainant and the Respondent will receive a refund of \$200 of their deposit. If you are unable to reach a mutually acceptable resolution of the dispute through mediation, an arbitration hearing will then be scheduled.

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

(insert 1<sup>st</sup> date) \_\_\_\_\_

(insert second date) \_\_\_\_\_

(insert third date) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Your Name (Type or Print)

\_\_\_\_\_  
Primary Contact Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address, City, Zip Code