

WECHSLER BECKER, LLP

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AGREEMENT TO ARBITRATE

In consideration of receiving arbitration services from Wechsler Becker, LLP, and Michael W. Louden (“the Arbitrator”) the parties hereto enter into this Arbitration Agreement.

Applicable Rules: This arbitration shall be governed by *RCW 7.04A* and the rules set forth in this agreement. This arbitration is binding to the extent allowed by law.

Effect of Uniform Family Law Arbitration Act: If it is determined that, regardless of the above agreement, this matter falls under *RCW 26.14* (the Uniform Family Law Arbitration Act), then the parties agree to the following:

1. This Agreement satisfies *RCW 26.14.040* and is enforceable.
2. The Arbitrator meets the requirements of *RCW 26.14.070*, and has been selected based on the parties’ agreement, as evidenced by their signatures (or their attorneys’ signatures) below.
3. If appeal is taken under *RCW 26.14.100(3)*, or vacation is sought under *RCW 26.14.180(4)*, then the parties agree that the Arbitrator’s decision is binding to the extent allowed by law.
4. Both parties represent that they have the ability to safely participate in arbitration under *RCW 26.14.110*; any known issues that would present a safety concern have been raised and adequately resolved in advance of entering this agreement. If a party is subject to a protection order or has been convicted of a domestic violence offence, prior to the arbitration proceeding, the at-risk party shall have affirmed this Arbitration Agreement in a record, and the Court shall issue an order indicating that (a) said affirmation is informed and voluntary; (b) arbitration is not inconsistent with the protection order; and (c) reasonable procedures are in place to protect the party from risk of harm, harassment, or intimidation.
5. If the Arbitrator determines a party's safety or ability to participate effectively in arbitration is at risk, the Arbitrator shall stay the arbitration and refer the parties to court, as required by *RCW 26.14.110(2)*.
6. If the Arbitrator resolves a child support issue, then the parties agree that resolution of child support as required by *RCW 26.19 et seq.* is in the “best interests of the child(ren)” under *RCW 26.14.150(3)(b)* and *26.14.180(2)(a) and (3)*.

Contact with Arbitrator: After execution of this Arbitration Agreement, all contact with the Arbitrator shall be (1) in person with the other party or attorney present; (2) by phone, video, or both, with the other party or attorney included in the conference; or (3) in writing (including by e-mail, but not by text message) with copies provided to the other party or attorney. There shall be no ex parte communication. The sole exception is for scheduling purposes, which shall be handled by the Arbitrator's paralegal.

If mediation in this matter preceded arbitration, then the parties hereby waive any challenge to the Arbitrator acting as an arbitrator on the basis of any ex parte communications that necessarily occurred during the mediation process, and they also waive their right to any disclosures the Arbitrator may otherwise be required to make pursuant to any regulation, law, or the rules of any arbitration institution.

Reconsideration and Clarification: Either party may request reconsideration, clarification, or both, of the Arbitrator's Decision and Award. Such request must be made in writing within 10 days of the date of receipt of the Arbitrator Decision and Award. If the tenth day falls on a Saturday, Sunday, or State Court holiday, then the following court day shall be deemed the tenth day. A response may be submitted within 10 days of receipt of the request for reconsideration, reconsideration, or both. If the non-moving party requires additional time to respond, counsel shall meet and confer on a briefing schedule. If they cannot agree upon a briefing schedule, each shall provide a proposed briefing schedule within five court days of the motion being filed and the Arbitrator shall issue a briefing schedule. Unless otherwise agreed upon by the parties (or their counsel) or required by the Arbitrator, any motion for reconsideration, clarification, or both, shall occur without oral argument or testimony.

Proceeding in Bad Faith: The Arbitrator may terminate the arbitration or impose sanctions per *RCW 26.14.120(3)(n)* if the Arbitrator finds that either party has proceeded in bad faith. In this event, upon request by a court or on the Arbitrator's own initiative, the Arbitrator may provide a statement describing the basis for such a finding and termination of the arbitration process.

Conflict of Interest: By their signatures below, the parties hereto assert that they have informed the Arbitrator of all known conflicts of interest. Unless specifically described in writing, neither party knows of prior representation by the Arbitrator or any member of Wechsler Becker, LLP that relates to the matter being arbitrated, nor any ruling of the Arbitrator in his capacity as a pro tem judicial officer that relates to their case. This includes representation by or consultation with any attorney at Wechsler Becker, LLP. To the extent any such conflict is known and not disclosed by a party, it is waived by the parties' signatures below.

The parties acknowledge that the Arbitrator has likely had professional contact with the attorneys representing them in this arbitration in the context of other unrelated litigation, prior mediation, and prior or otherwise ongoing arbitration, as a pro tem commissioner, through social media, and otherwise, and that this contact does not create a conflict or result in the appearance of partiality on the part of the Arbitrator.

Presence of Third Parties: Unless agreed to at the time of the arbitration hearing or otherwise permitted by the Arbitrator, or as permitted by *RCW 26.14.090(1)(b)* as to a single individual, no

third parties, including spouses, family, or friends, will be permitted in the arbitration except while giving testimony.

Testimony of Arbitrator: The parties may not subpoena the Arbitrator to testify or produce records, documents, notes, or work product in any future judicial or administrative proceedings. The parties agree to hold Wechsler Becker, LLP, and the Arbitrator, and any their representatives harmless from any claims which might arise from the arbitration process or any resulting decision.

Fees: The fee for the Arbitrator's services is \$500 per hour for preparation, phone, video, and written communication, times spent hearing live argument and testimony, and time needed to render a decision and award. The parties shall each pay one-half of the Arbitrator's fees, unless otherwise agreed to, or allocated by the Arbitrator when vested with the authority to reallocate fees and costs. A fee deposit may be requested by the Arbitrator as a condition of proceeding.. All fees are due and payable in advance of any Decision and Award being issued unless other arrangements are made.

Files: The Arbitrator may discard any files associated with this matter 90 days after the matter is concluded.

Scope of Dispute/Arbitration Authority: _____

DATE: _____

Michael W. Loudon, Arbitrator

Petitioner's Attorney, WSBA No.

Respondent's Attorney, WSBA No.

Petitioner

Respondent