

# WECHSLER BECKER, LLP

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## AGREEMENT TO ARBITRATE TEMPORARY FAMILY LAW ORDERS AND OTHER ENFORCEMENT REMEDIES (Wechsler Becker's Arbitration Panel)

In consideration of arbitration services from Wechsler Becker, LLP ("the Arbitrator") the parties hereto enter into this Arbitration Agreement.

**Applicable Rules and Scope of Agreement:** This arbitration shall be governed by *RCW 26.14* and the rules set forth in this agreement. This arbitration is binding to the extent allowed by law. The parties also stipulate to the application of the King County Local Rules and that the arbitrator shall have authority to resolve disputes over temporary orders arising under the pending litigation between the parties, pursuant to a final parenting plan's dispute resolution clause, or pursuant to other disputes. By signing below, the parties agree to: (a) affirm this Agreement in a record after the dispute arises; or cooperate for the Agreement to be entered during a family law proceeding and request the court approve or incorporate this Agreement in an order issued in the proceeding.

**Effect of Uniform Family Law Arbitration Act:** Pursuant to the requirements of *RCW 26.14* (the Uniform Family Law Arbitration Act), 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. The Arbitrator's powers include authority to conduct proceedings and grant relief that may be applicable to the parties' dispute, as provided for in *RCW 26.14.120*.
4. 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.
5. 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.
6. 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)*.
  7. 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)*.
  8. The Arbitrator keeps a record of the proceedings by preserving the written materials submitted by the parties, either in written form, as well as via video (with audio) recorded on Zoom, and stored for 90 days. Copies of the record can be made available upon request during this 90-day period.
  9. The parties affirm that those issues they agree to arbitrate may not be consolidated with separate arbitrations involving the same parties or common issues of law or fact unless agreed to by the Arbitrator in advance.
  10. The parties agree to receive notice of the Arbitrator's award via e-mail.
  11. **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.

**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 Wechsler Becker staff.

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 or clarification 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 for reconsideration requests and within 30 days of receipt of the Arbitrator Decision and Award for clarification requests. If the tenth or

thirtieth 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 or clarification. 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.

**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 to one or both parties but not disclosed, it is waived by the parties' signatures below.

The parties acknowledge that the Arbitrator has likely had professional contact with the other involved attorneys and that this contact does not create a conflict or result in the appearance of partiality on the part of the Arbitrator.

The Arbitrator affirms that all necessary disclosures under RCW 26.14.080 have been made, to the extent that they exist. The Arbitrator affirms the ongoing duty to disclose any basis for disqualification under the statute. If a basis for disqualification is identified, the Arbitrator agrees to make timely disclosure.

**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.

**Choice of Arbitrator:** The parties agree to arbitration with a partner at Wechsler Becker acting as Arbitrator. Wechsler Becker staff will assign cases to an available Arbitrator. Arbitrators will not select cases and the litigants may not select the Arbitrator. If parties wish to arbitrate with a specific attorney, separate arrangements may be made, but not under Wechsler Becker's Arbitration Panel program.

**Fees:** The parties agree to pay a flat fee of \$2,000, which includes up to four hours of time for preparation, the hearing, and to render a decision, plus administrative time. The parties shall each pay one-half of the Arbitrator's fees, unless otherwise agreed to, or unless reallocated by the

Arbitrator. The parties shall sign and return this Agreement and pay the deposit no later than 5:00 p.m. the following business day after reserving a date on the Wechsler Becker online calendar. This shall also serve to confirm the hearing. Failure to confirm the hearing by returning this Agreement (signed by counsel and the parties) together with payment shall result in the date being released. If a court order divides the arbitration fees other than equally between the parties, that order shall be made known at the outset of Arbitration scheduling by notifying Wechsler Becker staff.

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

**Date of Hearing:** \_\_\_\_\_

**Scope of Dispute (specific issue(s) for arbitration):** \_\_\_\_\_

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*If the parties do not agree upon the scope of the dispute nor of the Arbitrator's authority, then the parties agree the Arbitrator has authority to resolve any dispute for which the Arbitrator has subject matter jurisdiction to decide.*

\_\_\_\_\_  
Petitioner's Attorney, WSBA No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent's Attorney, WSBA No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wechsler Becker, LLP  
Arbitration Calendar Administrator

\_\_\_\_\_  
Date

## Family Law Hearing Arbitration Procedures

To promote quick and efficient resolution of family law motions, submissions and argument shall be limited as set forth below. If your motion requires more attention due to the complexity of your motion, a special set hearing may occur.

1. KING COUNTY LOCAL RULES APPLY:
  - a. DEADLINES: Initial submissions are due 14 calendar days in advance of the hearing, by (4:30 p.m.). Response materials are due five court days in advance of the hearing, by noon. Reply materials are due 3 court days in advance of the hearing, by noon.
  - b. PAGE LIMITS on declarations will be strictly applied, unless advance permission has been granted to exceed limits.
  - c. Pre-hearing matters (e.g. page limits) may be arbitrated via e-mail.
  - d. CONTINUANCES will be discouraged, with a goal to resolve cases quickly on the merits. Non-compliance with rules (e.g. failure to provide required financial disclosures) may result in a negative inference being applied.
  - e. The RULES OF EVIDENCE will be applied to declarations, including lack of foundation, hearsay, and relevance.
2. SUBMISSIONS shall be made in hard copy, double-sided, or electronically in PDF format via the links provided to the parties by Wechsler Becker staff.
3. PROPOSED ORDERS shall be submitted in RTF, DOC, or DOCX (Word) format. Proposed Orders shall be submitted with initial materials and responses.
4. DO NOT SCHEDULE hearings for contempt, requests involving Surrender of Weapons Orders, or relief under RCW 7.105. The Arbitrator has no authority to grant such relief. Arbitration may resolve enforcement and temporary restraints under RCW 26.09.060.
5. HEARINGS WILL BE SCHEDULED at 9:00 a.m., 10:00 a.m., 11:00 a.m., and 12:00 p.m. for morning sessions and 1:00 p.m., 2:00 p.m., 3:00 p.m., and 4:00 p.m. for afternoon sessions. Hearings will occur via Zoom, and be recorded. Your hearing time will be assigned at final confirmation and communicated to the parties by close of business on the Tuesday prior to the hearing. We will strive to begin your hearing on time. You should log in five minutes in advance of the hearing, after which you will be assigned to a Zoom room for your hearing.
6. ARGUMENT will be limited to ten minutes per side, absent unusual circumstances, in the discretion of the arbitrator.
7. Rules for Zoom hearings:
  - a. All participants should MUTE themselves when not talking in order to avoid background noise.
  - b. Feel free to establish a separate chat with your client through some other platform or device. Please do not use the Zoom platform's chat function for confidential client communications.
8. ORDERS: The Arbitrator aims to sign and serve the Award and Decision by close of business on the day of your hearing. For matters that require more extensive orders or

additional time for consideration of materials following the hearing, the Arbitrator endeavors to sign and serve the Award and Decision no later than three business days after the hearing. The Arbitrator may ask counsel to draft the Award and Decision, or the Arbitrator may draft the Award and Decision. Unless the parties agree to keep the arbitration confidential, the Arbitrator shall file and e-serve the Award and Decision via the King County Superior Court Clerk's online portal. The parties shall be responsible for seeking judgments or other court orders based on the Award and Decision of the Arbitrator.