



National Programs

California Lemon Law Civil Action Arbitration Program Arbitration Rules

1. Definitions

The following list defines certain words as they are used in these Arbitration Rules.

- A. **“Arbitration Program”** means the alternative dispute resolution forum administered by BBB National Programs for the resolution of prelitigation disputes as to attorneys’ fees and costs pursuant to binding arbitration required by Section 871.24 of the California Code of Civil Procedure.
- B. **“Arbitration Rules”** refers to these BBB National Programs California Lemon Law Civil Action Arbitration Program Arbitration Rules for the Arbitration Program.
- C. **“Arbitrator”** refers to the individual appointed to conduct your arbitration and issue a decision with respect to your dispute.
- D. **“BBB National Programs”** means BBB National Programs, Inc., which is the administrator of the California Lemon Law Civil Action Arbitration Program.
- E. **“Days”** refers to calendar days unless noted otherwise.
- F. **“Manufacturer”** shall mean the auto manufacturer involved in the applicable dispute under Part 2, Title 10, Chapter 12 (Actions for Restitution or for or Replacement of Certain Motor Vehicles) of the California Code of Civil Procedure.
- G. **“Parties”** refer to the participants in the dispute.
- H. **“Vehicle Owner”** shall mean any owner or lessee of the applicable motor vehicle that is the subject of a dispute under Part 2, Title 10, Chapter 12 (Actions for Restitution or for or Replacement of Certain Motor Vehicles) of the California Code of Civil Procedure.
- I. **“you” or “your”** refers to one of the Parties involved in the dispute being arbitrated.

2. Scope of Program

This dispute resolution program is administered by BBB National Programs for the resolution of prelitigation disputes as to attorneys’ fees and costs pursuant to binding arbitration required by Section

871.24 of the California Code of Civil Procedure. Only disputes with respect to such attorneys' fees and costs are within the scope of the program.

3. Submission of Request to Arbitrate

A request for arbitration shall be made by the Vehicle Owner or Vehicle Owner's attorney or Manufacturer by submitting such request via BBB National Programs' online platform. After receipt of a request to arbitrate, BBB National Programs will contact the other Party involved to notify them of the request to arbitrate.

4. Selecting Your Arbitrator

BBB National Programs maintains a pool of individuals who are interested in the fair and expeditious resolution of disputes. These persons have been trained and confirmed as appropriate to arbitrate by BBB National Programs. Based on the Parties' preferred date for the arbitration hearing, BBB National Programs will randomly obtain an Arbitrator from the pool of arbitrators available on the designated date.

BBB National Programs shall select the Arbitrator in a procedure designed to avoid any conflict of interest and to provide the Parties with a neutral Arbitrator to resolve the dispute. If a financial, competitive, professional, family, or social relationship exists with any Party (even if the Arbitrator or either Party believes the relationship is so minor that it will have no effect on the decision), it shall be revealed to BBB National Programs and the Parties; either Party may decide whether this Arbitrator should serve in the matter. If the Arbitrator believes they cannot make an impartial decision, they shall refuse to serve. BBB National Programs reserves the right to reject an Arbitrator for any reason it believes will affect the credibility of the program.

5. Agreement to Arbitrate

BBB National Programs will provide each Party with an Agreement to Arbitrate. The Agreement to Arbitrate describes the agreement between BBB National Programs as the administrator of arbitration services and the Parties. By signing the Agreement to Arbitrate, you will be agreeing to these Arbitration Rules.

6. Communicating With the Arbitrator

Parties or representatives shall not communicate in any way with the Arbitrator about the dispute *except* a) at the hearing for which the other Party has received notice, or b) when all other Parties are

present or have given their written permission. All other communications with the Arbitrator must be sent in writing through BBB National Programs. Violation of this rule may result in a case being discontinued.

7. Representation and Experts

Parties may present their respective cases or have someone represent them. Parties are responsible for any fees charged by representatives. At the onset of claim filing and at least ten days prior to a scheduled arbitration hearing, attorneys should provide their name(s), address and telephone number to BBB National Programs. BBB National Programs will provide appropriate information regarding attorney representation which will be available within the case management portal.

Parties have the right to request an expert(s) serve as a witness at their own expense. If the Parties have witnesses, they should submit, in writing, a list of witnesses at least 72 hours prior to the hearing start time to CivilActionArbitration@bbbnp.org. If a witness cannot attend the hearing, their written statement should be provided to the case file prior to the hearing.

8. Hearing Notice

BBB National Programs will set an arbitration date/time (during normal business hours) and provide a virtual hearing forum. The hearing will be set providing at least ten (10) days' notice, and with due regard for the schedules of the Parties and the Arbitrator.

If any Party objects to the date or time stated in the Notice of Hearing, contact BBB National Programs immediately in writing at CivilActionArbitration@bbbnp.org and call the program staff immediately at 800-987-5264. BBB National Programs reserves the right to make the final decision as to the date and time for the arbitration hearing.

9. Manner in Which Hearing is Conducted

Arbitration hearings are virtual (via video conference). However, a Party may choose to submit their argument and evidence in-writing (document only).

10. Outside Attendance at a Hearing

BBB National Programs has the option to arrange for its staff, volunteers from its pool of arbitrators or other representatives to attend arbitration hearings in an observer capacity (e.g., for training or compliance purposes).

11. Party's Absence From a Hearing

If a Party is absent from a hearing after receiving proper notice from BBB National Programs, the hearing will be conducted with the present Party. A Party's absence will not result in an automatic decision against them, and they will be given an opportunity to present their case to the Arbitrator in writing within five (5) business days. If the missing Party submits their written case timely, the opposing party will have an opportunity to respond in writing. In the event the absent Party fails to submit their written case timely, the Arbitrator will render a decision with the available information.

12. Arbitration Rescheduling Protocol

BBB National Programs will accommodate rescheduling requests in the event of an emergency. Should one party need to request that an arbitration hearing be rescheduled due to an emergency, the request must be submitted in writing to CivilActionArbitration@bbbnnp.org and call the program staff immediately at 800-987-5264. BBB National Programs reserves the right to decide if the circumstances are appropriate for an arbitration hearing to be rescheduled.

13. Record of the Hearing

BBB National Programs will maintain basic file information pertaining to arbitration hearings for four years, or longer if required by law. This information will include the witnesses' names and documents presented as evidence at the hearing. Copies of these materials and official arbitration forms relating to a case will be available through the case management portal.

All arbitration hearings will be recorded. Copies of a recording will be furnished to a Party upon request in writing to BBB National Programs at CivilActionArbitration@bbbnnp.org.

14. Oath of Witnesses and Hearing Procedures

The Parties and witnesses shall be placed under oath at the hearing. The Arbitrator will determine the order and procedures of the hearing and should generally follow the hearing format previously provided to the Parties. The hearing format provides an opportunity for presentation of testimony and evidence, in addition to questions and rebuttals from both Parties along with closing statements. Parties should reference the hearing format for guidance.

15. Admission of Evidence at the Hearing

Parties may present their cases without being restricted by courtroom rules of evidence. However, evidence must be relevant to the case. The Arbitrator may exclude any evidence they deem irrelevant to the case. The Arbitrator may limit a presentation if it is repetitious or irrelevant.

Parties shall submit to BBB National Programs at least three (3) business days before a hearing any written documents that are part of their case. All written documentation will be available within the case management portal.

Before the Arbitrator issues a decision, the applicable Party may ask the Arbitrator to extend a reasonable number of days to respond to a written statement or document presented by the other Party at the hearing. The Arbitrator may grant this request at their discretion.

16. Post-Hearing Evidence Submission

If the Arbitrator determines that additional information is necessary to make a fair decision, the Arbitrator may direct that this additional evidence be submitted in any manner deemed appropriate by the Arbitrator. If the Arbitrator directs that written evidence be submitted after the initial hearing, the evidence shall be sent to BBB National Programs within the time frame specified by the Arbitrator. BBB National Programs will send a copy to the other party and solicit a response within the timeframe specified by BBB National Programs. Both the written evidence and any response shall be submitted by BBB National Programs to the Arbitrator. When the Arbitrator is satisfied that all testimony and evidence have been presented, the hearing will be considered closed.

17. Settlement

If the Parties voluntarily decide to settle the dispute before the arbitration hearing, the settlement will end the dispute, and no hearing will be held. If a voluntary settlement is reached during the hearing, the Arbitrator shall confirm that the parties have reached an agreement and will end the arbitration. The Parties are responsible for drafting and entering into a settlement agreement. If a settlement is reached after the hearing but before the Arbitrator's final decision, the Parties must immediately notify BBB National Programs.

18. Time Limits

After the hearing, we will make every effort to issue a decision within 5 business days-unless an unforeseen circumstance arises.

19. The Decision

When the Arbitrator has reached a decision, all Parties will be provided with a decision accompanied by the Arbitrator's reasons for the decision.

A. Scope of decision

A decision shall be one that the Arbitrator considers fair and falls within the scope of Section 871.24 of the California Code of Civil Procedure and other applicable California law.

B. Types of Decisions

The Arbitrator will render a *final* decision. If the Arbitrator renders a final decision, the Arbitrator has no further authority over the decision unless a valid correction request is made in accordance with the provisions set forth below.

C. Correcting the decision or reasons for decision

You may request a correction of the decision or the reasons for decision if you believe the decision or reasons contain a mistake of fact or a miscalculation of figures, or that the decision exceeds the Arbitrator's authority. Requests for correction of a decision or reasons must be sent in writing to BBB National Programs within 10 days of your receipt of the decision.

A *mistake of fact* is not a conclusion of the Arbitrator with which you disagree; it is a true error in such things as a date, time, place or name, and may justify a correction only if it concerns the essence of the decision.

A *miscalculation of figures* is not a dollar figure you consider to be unfair; it is a mathematical error.

BBB National Programs will not accept a correction request that attempts only to reargue your case or that is based solely upon your disagreement or disappointment with the decision.

If your written statement to BBB National Programs is an appropriate request for correction, BBB National Programs will send the request to the other Party, solicit such Party's views, and send the request and any response to the Arbitrator. The Arbitrator may either correct the decision or reasons or reject the request for correction and let the decision or reasons stand as written.

D. Once a decision has been issued:

- The Parties will be legally bound to abide by the decision and must comply with the decision's terms (subject to correction under these Arbitration Rules or to any limited right of review that may be provided by applicable law).
 - Each Party gives up any right to sue the other Party in court on any matter that has been resolved at the arbitration hearing, unless a Party fails to comply with the Arbitrator's decision.
 - If a decision is required to be entered by or provided to a court, it is the responsibility of the Parties to so facilitate.
-

20. Timely Objections

Any failure to follow these Arbitration Rules that may significantly affect the independence, impartiality or fairness of the arbitration process should be raised with BBB National Programs at the earliest opportunity. BBB National Programs will make a final decision on the appropriate action to be taken if BBB National Programs determines that a failure to follow these Arbitration Rules has significantly affected the independence, impartiality or fairness of the arbitration process.

21. Change of Timeframes

Either Party may submit a request in writing to BBB National Programs for a change to the time periods set forth in these Arbitration Rules. Any such change shall be within BBB National Programs' discretion.

22. Confidentiality of Records

Subject to applicable legal or regulatory requirements, including by a court or government administrative order, the records of the dispute resolution process are private and confidential. BBB National Programs will not release the results of any arbitration to any person that is not a party to the arbitration unless all Parties agree or unless such release is required by law, regulation or judicial or governmental administrative proceedings.

23. Judicial Proceedings/Exclusion of Liability

Each Party and their representatives agree that (A) neither the Arbitrator nor BBB National Programs will be liable for any error, act or omission arising out of or related to the arbitration hearing or the entire dispute resolution process, (B) neither the Arbitrator nor BBB National Programs will be subpoenaed by a Party or its representative in any subsequent proceeding related to the arbitration, and (C) neither the Arbitrator nor BBB National Programs nor any of BBB National Programs' employees, contractors or other representatives may be called as a witness in litigation or any other proceeding relating to the arbitration.

24. Interpretation of Rights/Rules to Discontinue Arbitration

BBB National Programs reserves the right to make the final decision on procedural questions, the scope of the agreements, eligibility for arbitration, and any other question concerning the application and interpretation of these Arbitration Rules.

BBB National Programs at all times reserves the right to discontinue administration of arbitration for any matter due to a conflict with any state or federal law or regulation, or due to the misconduct of a Party,

including but not limited to noncompliance with these Arbitration Rules, non-responsiveness, or inappropriate or disrespectful behavior towards BBB National Programs staff, the Arbitrator, the other Party, or anyone else involved with a dispute.