



## Rabbinical Council of California

3780 Wilshire Blvd Suite 420

Los Angeles, CA. 90010

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### AGREEMENT TO SUBMIT TO BINDING ARBITRATION

We, the undersigned, agree to submit to binding arbitration administered by the Beth Din of the Rabbinical Council of California (the “**Beth Din**”), on the terms set out below, all of the claims, counter-claims and defenses arising out of or relating to the following controversy:

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We understand that by this Agreement, we are waiving any right to present a claim or defense to a secular court of law and any right to a jury trial.

1. Selection of Arbitrators; Arbitration Venue. Upon being advised of the identities of the parties and the nature of the controversy, the Beth Din shall select a panel of three rabbis to serve as arbitrators to hear and determine the controversy (the “**Panel**”). If a designated arbitrator recuses himself or is otherwise unable to fulfill the duties of an arbitrator of the controversy, the Beth Din shall timely appoint his replacement. The parties waive any right to:

- (a) object to the designation of an arbitrator selected for the Panel by the Beth Din;
- (b) challenge an arbitrator’s qualifications or fitness to serve;
- (c) require the arbitrators to be sworn; or
- (d) invoke sections 1281.85-1281.91 of the California Code of Civil Procedure (the “**Code**”) regarding ethical standards applicable to neutral arbitrators.

Unless the Panel orders otherwise, the arbitration hearing(s) shall be conducted at the offices of the Rabbinical Council of California, 3780 Wilshire Boulevard, Suite 440, Los Angeles, California.

2. Right to Representation. Each party shall have the right to be represented by an attorney or other representative of the party’s choice or may elect to proceed without an attorney or other representative. If a party exercises the right to be represented, the arbitrators may require that only one representative appear in the proceeding on behalf of the party. A party’s lack of legal or other representation shall not require delay or adjournment of the arbitration. Before appearing in any arbitration, your attorney or representative will be required to fill out and sign the Certification attached hereto as **Exhibit “B”**.

3. Discovery. The arbitrators, in their discretion, may permit discovery and may set limits to and conditions for the conduct of discovery. In that regard, the arbitrators may (a) order a party to be deposed and to produce documents for inspection and copying and (b) issue orders to non-parties for the taking of their depositions and/or their production of documents for inspection and copying. The parties waive any right to discovery under the Code, the Federal Rules of Civil Procedure or any other code of civil procedure.

4. Absence of a Party. The absence of a party who, in the judgment of the arbitrators, has agreed to submit to arbitration and has received proper notice of the proceedings, shall not prevent or delay the arbitration or preclude the rendition of an award.

5. Conduct of Arbitration Hearing. The arbitrators, in their discretion, shall determine the procedures for the submission of evidence and argument and the conduct of the arbitration hearing, including, without limitation:

- (a) the order and sequence of the proceedings;
- (b) the date and time of the proceedings (which may be held on Sundays and/or on legal holidays);
- (c) the time allotted to any facet of the arbitration;
- (d) whether notice shall be given of any facet of the arbitration and the means of giving any such notice;
- (e) the language(s) in which a proceeding is conducted;
- (f) whether to administer oaths to witnesses;
- (g) whether to permit cross-examination, re-direct or re-cross examination;
- (h) whether to sequester witnesses;
- (i) whether to issue subpoenas for the attendance of non-party witnesses or the production of documents at a hearing;
- (j) whether to admit or exclude evidence; and
- (k) whether to permit any portion of the proceedings to be recorded or transcribed.

The arbitrators may issue interim rulings or orders and may meet with the parties and/or their representatives, together or separately, in order to frame or resolve an issue or to bring about a voluntary resolution of the controversy.

6. Rendition of Award. Within such time as they see fit following the conclusion of the hearing, the arbitrators shall render their award, which shall be in writing and signed by at least two of them, and the Beth Din shall notify the parties or their designated representatives of the award. The arbitrators may base their decision on Din Torah, compromise, statutory or common law or any other authority they see fit. The award need not set out the facts found by the arbitrators or the reasons for their decision and may decree such remedies as the arbitrators determine.

7. Scope of Award. In addition to a final award, the arbitrators may make other determinations, including interim, interlocutory, or incremental rulings, orders, partial final awards and post-confirmation awards. In any interim, interlocutory, incremental or partial final award, the arbitrators may assess and apportion the fees, expenses and compensation related to such award as the arbitrators determine is appropriate. In connection with any further proceedings or actions after any final award prior to the entry of judgment confirming any final award (including, without limitation, in connection with any reconsideration that the arbitrators may be willing to undertake), and after entry of any judgment confirming any final award,

whether or not in violation of the terms of this Agreement or any award or order of the arbitrators (a “**Post Final Award Action**”), the arbitrators may assess and apportion fees, expenses and compensation related to any or all such Post Final Award Actions as the arbitrators determine is appropriate. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of the parties’ agreement to arbitrate including, without limitation, specific performance of a contract.

8. Waiver of Objections to Award. The parties will accept the arbitration award of the Beth Din as binding, final and conclusive. In this regard, the parties waive:

(a) any right to challenge, appeal or seek to vacate the arbitration award under section 1286.2 of the Code or otherwise (including without limitation, to take a Post Final Award Action, except with the approval of the arbitrators);

(b) any right to seek correction of the award under section 1284 of the Code or otherwise;

(c) any right to challenge the jurisdiction of the arbitrators, whether before or after a final award, including without limitation, before or after entry of judgment confirming any award of the Beth Din, and

(d) any right to appeal any award of the Beth Din (including without limitation all confirmed awards) to another Beth Din, or to any state or federal court.

Notwithstanding the foregoing, a party may request the correction or a clerical or other non-substantive error in the arbitration award and may request that the award be amplified to include the disposition of an issue that was submitted to the arbitration panel but was not fully dealt with in the arbitration award. It shall be in the discretion of the arbitrators whether to entertain or grant any such request.

9. Enforcement of Award. The parties shall take all steps necessary or appropriate to comply with and effectuate the arbitration award, including the execution of any documents ordered by the arbitrators. The arbitrators will be deemed to retain jurisdiction of the controversy pursuant to this Agreement to the extent necessary to interpret, implement or enforce the award and any entry of judgment confirming, reversing, altering or ordering a rehearing of any award of the Beth Din. Any party may obtain a judgment confirming the award by filing a petition in a court of competent jurisdiction in the County of Los Angeles and any other jurisdiction permitted by the arbitrators.

10. Award of Costs and Attorneys’ Fees. Absent a contrary disposition by the arbitrators in their award, the costs of the arbitration shall be shared equally by the parties. In this regard, persons or entities that constitute a unified entity for purposes of the arbitration, such as partners who are co-petitioners or co-respondents, shall be treated as a single party. In their discretion, the arbitrators may award to a prevailing party costs and attorneys’ fees incurred in the arbitration. The arbitrators may also require any party to pay the costs and attorneys’ fees incurred by another party as a result of the former’s:

(a) failing or refusing to honor any of the terms of this Agreement;

(b) failing or refusing to honor the interim rulings or award of the arbitrators;

(c) taking any Post Final Award Action, or

(d) causing unreasonable delay or expense in the completion of the arbitration.

The arbitrators will be deemed to have retained jurisdiction of the controversy after rendition of their award for purposes of considering and rendering any such relief.

11. **Exoneration of Arbitrators.** No arbitrator or other person assisting in the arbitration on behalf of the Beth Din shall be held liable for any decision or other conduct in connection with the arbitration. A party shall not threaten or assert any such claim. No arbitrator or other person assisting in the arbitration on behalf of the Beth Din shall be called upon to explain or justify the arbitration award or to communicate, confer or testify about the arbitration.

12. **Voluntary Execution of Agreement; Representations.** Each party represents and acknowledges that the party has read and understands this Agreement, that the party has had the opportunity to consult with counsel of the party's choice in deciding whether to enter into the Agreement and that the party has signed the Agreement voluntarily, without coercion or duress and without any representation, inducement or promise other than the covenants contained in the Agreement. **Each party hereby further certifies to the matters set forth on Exhibit "A" attached hereto, which such party has completed and signed in connection with the execution of this Agreement.**

13. **Amendment.** This Agreement may be amended only by a writing signed by all parties, but then only with the prior written consent of the arbitrators.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single agreement with the same effect as if all Parties had signed the same signature page. Delivery of executed counterparts of this Agreement by email or fax shall be effective to form a binding agreement. Any signature page from any counterpart of this Agreement, signed only by one Party, may be detached from such counterpart and re-attached to any other counterpart of this Agreement that has a signature page signed only by the other Party.

15. **Choice of Law.** The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation, implementation and enforcement of this Agreement to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement.

**AGREED BY PETITIONER:**

**AGREED BY RESPONDENT:**

\_\_\_\_\_  
Petitioner                                  Date

\_\_\_\_\_  
Respondent                                  Date

Address For Notices and Service:

Address For Notices and Service:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit "A"

Certification of Party

The undersigned hereby certifies to the Rabbinical Council of Los Angeles, under penalty of perjury, as follows (Check only the circles that are true):

- The undersigned's name is: \_\_\_\_\_
- The undersigned has, during the five (5) year period prior to the date of this Certification, never appeared as a party before the Rabbinical Council of Los Angeles in a prior or pending in a non-collective bargaining case.
- The undersigned has, during the five (5) year period prior to the date of this Certification, appeared as a party before the Rabbinical Council of Los Angeles in one or more prior or pending non-collective bargaining case(s). As to each such case, the undersigned certifies as follows:

The Date of the Case:

Case 1: \_\_\_\_\_

Case 2: \_\_\_\_\_

Case 3: \_\_\_\_\_

The names of the parties:

Case 1: \_\_\_\_\_

Case 2: \_\_\_\_\_

Case 3: \_\_\_\_\_

The names of the arbitrators:

Case 1: \_\_\_\_\_

Case 2: \_\_\_\_\_

Case 3: \_\_\_\_\_

The results of each case arbitrated to conclusion, including the date of the arbitration award, identification of the prevailing party, the names of the parties' attorneys and the amount of monetary damages awarded if any.

Case 1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case 2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case 3: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Party: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "B"

Certification of Attorney or Other Representative for a Party

The undersigned hereby certifies to the Rabbinical Council of Los Angeles and to each of the Parties to the attached Agreement, under penalty of perjury, as follows (Check only the circles that are true):

- The undersigned's name is: \_\_\_\_\_
- The undersigned has, during the five (5) year period prior to the date of this Certification, never appeared as a lawyer or other representative for a party before the Rabbinical Council of Los Angeles in a prior or pending non-collective bargaining case.
- The undersigned has, during the five (5) year period prior to the date of this Certification, appeared as a lawyer or other representative for a party before the Rabbinical Council of Los Angeles in one or more prior or pending non-collective bargaining case(s). As to each such case, the undersigned certifies as follows (**PLEASE NOTE THAT IN ORDER TO PRESERVE CONFIDENTIALITY, IT SHALL BE SUFFICIENT TO GIVE THE NAME OF ANY PARTY NOT A PARTY TO THE PENDING ARBITRATION AS "CLAIMANT" OR "RESPONDENT" IF THE PARTY IS AN INDIVIDUAL AND NOT A BUSINESS OR CORPORATE ENTITY**) (**PLEASE NOTE ALSO THAT IF THERE ARE MORE CASES OR YOU NEED MORE ROOM, PLEASE FEEL FREE TO ADD ADDENDA TO THIS CERTIFICATION**):

The Date of the Case:

Case 1: \_\_\_\_\_

Case 2: \_\_\_\_\_

Case 3: \_\_\_\_\_

The names of the parties:

Case 1: \_\_\_\_\_

Case 2: \_\_\_\_\_

Case 3: \_\_\_\_\_

The names of the arbitrators:

Case 1: \_\_\_\_\_

Case 2: \_\_\_\_\_

Case 3: \_\_\_\_\_

The results of each case arbitrated to conclusion, including (a) the date of the arbitration award, (b) identification of the prevailing party, (c) the names of the parties' attorneys and (d) the amount of monetary damages awarded if any:

Case 1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case 2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case 3: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the lawyer or other representative for a Party:

\_\_\_\_\_  
Type Name:

Date: \_\_\_\_\_