

For Association Use Date Received _____ Case # _____



**ARBITRATION COMPLAINT - CLIENT OF MEMBER
TRI COUNTIES 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 (PARTIES YOU ARE FILING AGAINST):

1. _____
Name (Type / Print)

Name of Firm

Street Address

City, State, Zip

Phone Number DRE #

E-mail

3. _____
Name (Type / Print)

Name of Firm

Street Address

City, State, Zip

Phone Number DRE #

E-Mail

2. _____
Name (Type / Print)

Name of Firm

Street Address

City, State, Zip DRE #

E-Mail

4. _____
Name (Type / Print)

Name of Firm

Street Address

City, State, Zip DRE #

E-Mail

2. The named respondent(s) owe me the sum of \$_____. My claim is predicated upon the statement attached, marked Exhibit “1” and hereby incorporated by reference into this complaint and agreement for arbitration.

3. At the time the facts giving rise to this dispute occurred, I am informed that each respondent was a REALTOR®/REALTOR-ASSOCIATE® member in good standing of the Association.

4. This dispute arises from an agency relationship wherein I was a client of the respondent(s). (Note: The Association only has jurisdiction to process arbitration complaints involving real estate disputes between

REALTORS®/REALTOR-ASSOCIATES® and their clients. You are a “client” if you had a legal agency relationship with the person(s) you named as respondent(s). Disputes with real estate brokers and agents who did not represent you in a legal agency capacity are not subject to arbitration through the Association)

5. To resolve this dispute, I submit to and agree to be bound by binding arbitration through the Association in accordance with the rules and procedures used by the Association for arbitration. Furthermore, I agree to abide by the rules and procedures used by the Association for arbitration and to comply with the arbitration award promptly. By signing this complaint, I understand and agree that this will constitute an arbitration agreement within the meaning of Part 3 Title 9 of the California Code of Civil Procedure. **In the event I do not comply with the arbitration award and it is necessary for any party to this arbitration to obtain judicial confirmation and enforcement of the arbitration award against me, I agree to pay the party obtaining such confirmation the costs and reasonable attorney fees incurred in obtaining such confirmation and enforcement.**

6. I have filed this arbitration complaint, meeting all the 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 my reasonable diligence, whichever is later. I understand there will be a mechanical digital recording of the Arbitration hearing. I understand I may purchase a copy of the digital 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.

7. I understand that I may be represented by legal counsel at any time, including at the hearing and any review by the Board of Directors. I further understand and agree that if I intend to have legal representation at a hearing or review, I must give written notice of my legal representative’s name, 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.

8. I understand that the nature of these proceedings is 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.

9. I hereby affirm that the facts and circumstances and the parties in this matter are not related to any contemplated or pending bankruptcy, civil litigation 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.

10. I UNDERSTAND AND THAT BY SUBMITTING THIS DISPUTE TO THE ASSOCIATION FOR ARBITRATION AND AGREEING TO BINDING ARBITRATION THROUGH THE ASSOCIATION, I WAIVE ANY RIGHTS THAT I MAY HAVE TO HAVE THIS DISPUTE HEARD AND DECIDED IN A COURT OF LAW UNLESS THE ASSOCIATION OR ARBITRATORS DECLINE TO HEAR THE DISPUTE AS PROVIDED IN THE RULES AND PROCEDURES USED BY THE ASSOCIATION FOR ARBITRATION.

11. I enclosed my check in the sum of \$ 500.00 for the arbitration filing fee or the Credit Card Authorization form.

12. I will be represented by an attorney, whose name, address, telephone number and e-mail are:

13. Under the penalties of perjury, I declare that the statements contained herein are true and correct to the best of my knowledge and belief.

Dated: _____

COMPLAINANT (YOUR NAME):

1. _____ Name (Type / Print)	2. _____ Name (Type / Print)
_____ Signature	_____ Signature
_____ Name of Firm	_____ Name of Firm
_____ Street Address	_____ Street Address
_____ City, State, Zip	_____ City, State, Zip
_____ Phone Number	_____ Phone Number
_____ DRE #	_____ DRE #
_____ E-mail	_____ E-mail

Return this signed Form (PA-1) and attached Summary Marked "Exhibit 1" and the \$500.00 filing fee to:

Return Documents to :
Tri Counties Association of REALTORS®
C/O Pacific West Association of REALTORS®
Attn: Professional Standards Department
1601 E. Orangewood Avenue, Anaheim, CA 92805
Phone (714) 245-5500
Or E-Mail to: prostandards@pwr.net

PRINT COPY FOR YOUR RECORDS

Form PA-1

SAMPLE OF HOW TO SUBMIT YOUR EXHIBIT 1

When writing your statement below (Exhibit 1), please write it in the form of a narrative of the events that occurred and the date order in which they happened (timeline). It must be typewritten in a simple and understandable format. Please explain the situation and why you are filing.

An Arbitration filing meeting all filing requirements must be filed within one hundred and eighty (180) calendar days after the facts constituting the wrongful conduct could have been known in the exercise of reasonable diligence or one hundred eighty (180) days after the conclusion of the transaction, or event, whichever is later.

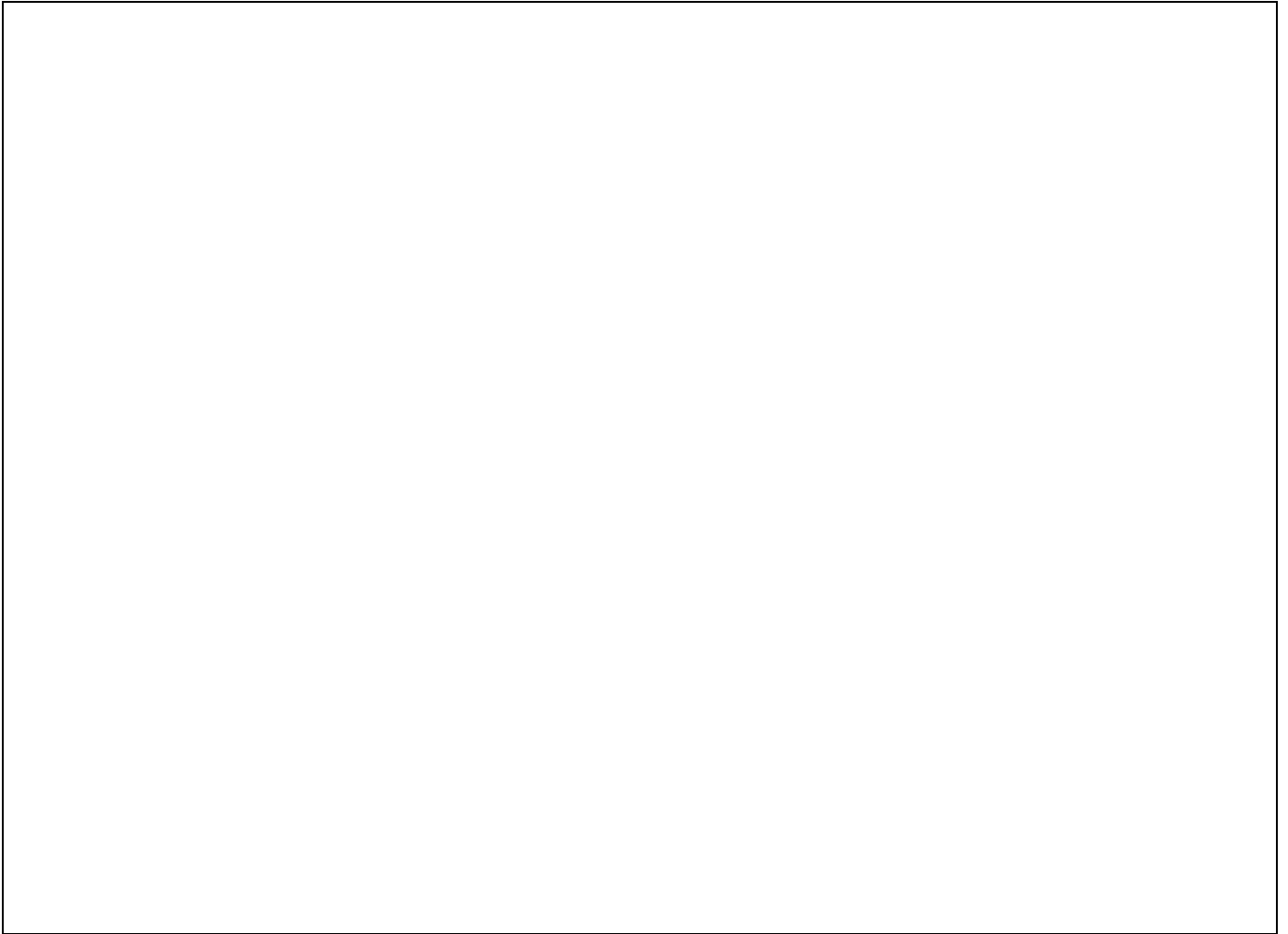
Please include any clear and legible documentation that supports the allegation(s) including but not limited to:

- Addendum
- Amendment(s)
- Appraisal
- Buyer/Broker Agreement
- Closing Disclosure
- Commission Instructions
- Counteroffer
- Duties Owed
- Emails
- Exclusive Right to Sell
- Inspections
- Offer & Acceptance Agreement
- Phone Calls/Messages
- Pictures/Screen Shots
- Texts

If the Association determines all the filing requirements have been met, your Arbitration request will be sent to the Respondent(s) and they will be asked to Respond, a hearing will be scheduled, and you will be asked to attend. Any findings by an Arbitration hearing panel will be binding upon both parties.

If you have any questions about the process, please reach out to the Professional Standards Department at (714) 245-5500.

Start Exhibit 1 below



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**AUTHORIZATION TO USE CREDIT CARD
I HEREBY AUTHORIZE THE TRI COUNTIES ASSOCIATION OF REALTORS®
(herein after referred to as the “Association”) to use my:**

Please check one:

- Visa*
- Mastercard*
- Discover Card*
- American Express*

Account No. _____

Exp. Date _____

For payment of (please check one):

- MLS Subscription Fee*
- PWR REALTOR® Dues*
- Retail/Store Purchases*
- Change credit card on file*
- Arbitration Filing Fee*
- Payment of Ethics Fine*
- Mediation Filing Fee*
- All of the Above*

Amount (if applicable): \$_____

The cardholder promises to inform the Association within seventy two (72) hours if said credit card account is cancelled for any reason and/or there is a change to the expiration date on the account. In the event the above account is cancelled, the Cardholder will furnish the Association another account number.

This agreement will remain in effect until cancelled in writing by the cardholder.

SIGNATURE OF CARDHOLDER: _____

PRINTED NAME OF CARDHOLDER: _____

DAYTIME PHONE NO: _____/_____