



## Arbitration Claim

*For MAA use only:*

Date received:

\_\_\_\_\_

Case No. \_\_\_\_\_

### INSTRUCTIONS TO CLAIMANT

To initiate MAA arbitration, please do the following:

- Complete this Arbitration Claim form, including the Verification and Proof of Service, print it out, and sign where indicated.
- Make copies of the completed and signed Arbitration Claim form for yourself, each other party, and the MAA.
- Serve a copy of the completed and signed Arbitration Claim form on each respondent, e.g., by first-class mail or personal delivery.
- Mail the MAA for filing the original and one (1) copy of the completed and signed Arbitration Claim form, including Verification and Proof of Service, together with a check for the nonrefundable filing fee of \$750. Include two legible copies of the contract or court order upon which the arbitration is based.
- Checks should be made payable to "Maritime Arbitration Association."
- The MAA's mailing address is MAA Administration, P.O. Box 11466, Newport Beach, CA 92658.

### INSTRUCTIONS TO RESPONDENT

If you have received this Arbitration Claim form from a claimant and wish to respond, please do the following within the time allowed (see below):

- Complete the Arbitration Response form (available at [www.maritimearbitration.com](http://www.maritimearbitration.com)), including Verification and Proof of Service, print it out, and sign where indicated.
- Make copies of the completed and signed Arbitration Response form for yourself, each other party, and the MAA.
- Serve a copy of the completed Arbitration Response form on the claimant, e.g., by first-class mail or personal delivery.
- Mail the MAA the original and one (1) copy of the completed Arbitration Response form, including Verification and Proof of Service.
- The MAA's mailing address is MAA Administration, P.O. Box 11466, Newport Beach, CA 92658.
- If you have a counterclaim against the claimant, or a third-party claim against another party, please follow the Instructions to Claimant to initiate arbitration proceedings.

- The completed and signed Arbitration Response form, and any counterclaim or third-party claim, must be mailed to the MAA and served on the other parties no later than twenty (20) days after notice from the MAA of the commencement of arbitration proceedings.
- **IF YOU FAIL TO TIMELY RESPOND, AN ARBITRATION AWARD MAY BE MADE AGAINST YOU.**

If you have any questions, please use the Contact form in the MAA website [www.maritimearbitration.com](http://www.maritimearbitration.com) or call us at 1-800-717-5750. The MAA case manager will promptly contact you regarding the next steps in your arbitration.

### 1. Parties:

Name of Claimant	
Claimant's attorney (if any)	
Address of Claimant (or Claimant's attorney)	
Telephone	
Facsimile	
Email	

Name of Respondent	
Respondent's attorney (if any)	
Address of Respondent (or Respondent's attorney)	
Telephone	
Facsimile	
Email	

2. NOTICE TO RESPONDENT: Claimant hereby serves upon you this demand for arbitration before the Maritime Arbitration Association of the United States (MAA). In the near future, the MAA will give notice of the commencement of arbitration proceedings. You will have twenty (20) days from then to file a Response to this Claim with the MAA and serve a copy on the claimant. IF YOU FAIL TO TIMELY RESPOND, AN ARBITRATION AWARD MAY BE MADE AGAINST YOU. This proceeding is governed by the MAA's Arbitration Rules. Copies of the Rules are available from the MAA at [www.maritimearbitration.com](http://www.maritimearbitration.com) or 1-800-717-5750.

3. Claimant makes the following allegations against Respondent (submit additional pages if necessary):

4. Claimant demands the following monetary award, or other relief or remedy, from Respondent:

5. Claimant requests that the arbitration hearing be held in the following venue (city and state):

6. A copy of the agreement or court order requiring arbitration of this dispute is attached to this Claim.

## VERIFICATION

I, \_\_\_\_\_ (name), the undersigned, declare under penalty of perjury under the laws of the United States of America that I have read the foregoing Claim, and that the same is true of my own knowledge, or to the best of my information and belief.

Executed at \_\_\_\_\_ (city, state and country)

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

CLAIMANT'S PROOF OF SERVICE

I, \_\_\_\_\_ (name), declare under penalty of perjury under the laws of the United States of America that I am over 18 years of age and that on the date set forth below I served a true copy of the foregoing Claim upon the Respondent at the address below by (check one):

\_\_\_\_ depositing it in first class U.S. mail, postage prepaid, addressed as below

\_\_\_\_ delivering it by hand to the Respondent at the address below

\_\_\_\_ other (describe) \_\_\_\_\_

Name and address of Respondent upon whom Claim was served:

Executed at \_\_\_\_\_  
(City, state and country)

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

## CALIFORNIA ADDENDUM

*Completion is of this California Addendum mandatory if the Arbitration Claim will be heard in California or is governed by California law.*

1. Is this a "Consumer Arbitration" as defined below? (Check one):

YES \_\_\_\_\_ NO \_\_\_\_\_

"Consumer Arbitration" is an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria below. "Consumer Arbitration" excludes arbitration proceedings arising under labor relations laws. In order for this proceeding to qualify as a "Consumer Arbitration" the contract must meet these criteria:

- a. The contract is with a "Consumer Party" as defined below:
- b. The contract was drafted by or on behalf of the non-consumer party; and
- c. The Consumer Party was required to accept the arbitration provision in the contract.

"Consumer Party" is a party to an arbitration agreement who, in the context of that agreement, is any of the following:

- a. An individual who seeks or acquires, including any lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in Section 1761 of the California Civil Code;
- b. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of Section 1345 of the California Health and Safety Code or health-care insurance plan within the meaning of Section 106 of the California Insurance Code;
- c. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
- d. An employee or applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

If the Claimant asserts this is NOT a "Consumer Arbitration" and the Respondent disagrees, the Respondent must file a written objection with the MAA either before the Arbitration Response is filed, or in the Arbitration Response itself.

## CALIFORNIA ADDENDUM (cont.)

2. If this is an employment matter, the employee's annual wage range must be reported. The employee's name will not appear but the employer's name will be published. Please check the box below for the employee's annual salary:

Less than \$100,000     \$100,000 to \$250,000     More than \$250,000

**3. Under Section 1284.3 of the California Code of Civil Procedure, a Consumer Party (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines is entitled to a waiver of the fees and costs of arbitration, exclusive of arbitrator fees.** If so, the Respondent must pay such fees and costs. A Consumer Party claiming a waiver must submit a declaration under penalty of perjury stating his or her monthly income and the number of persons living in his or her household. Please contact the MAA toll-free at 1-800-717-5750 for further information.