

## Ray Summary (JW Research)

The best secondary source I've been able to find: <https://www.dailyjournal.com/mcle/1367-adr-legal-issues-haven-t-waned-here-are-the-most-important-decisions-so-far-this-year>

As for cases after August 2023, I might recommend cheating a bit and adding a January 2024 case from Justice Dato, which confirms the extremely strict deadline requirements for fee payment in consumer arbs. I've included my blurb on that case below.

*Suarez v. Superior Court (Rudolph & Sletten, Inc.)* (4th Dist. Div. 1, Jan. 24, 2024, D082429)  
Cal.App.5th [2024 Cal.App.LEXIS 37, 2024 WL 256450]

On a petition for mandate, the Fourth District Court Division One held that an employer defendant waived its right to arbitrate claims in a consumer matter by failing to pay its share of the arbitrator provider's (JAMS) initial filing fee before the end of the grace period under California Code of Civil Procedure section 1281.97 because: (i) the extension of time provided by CCP section 1010.6 for electronic service of documents did not apply to the electronic transmission of an arbitration provider's fee invoice, and (ii) the employee plaintiff's failure to pay did not overcome the defendant's material breach of the arbitration agreement. Like several cases from prior months, this unanimous opinion reinforces the California legislature and judiciary's emphasis on the timely payment of fees in consumer arbitrations and the willingness to construe strictly the statutory and related requirements. Here the delay was particularly minor, with the grace period (following receipt of an invoice due upon receipt) ending January 1 and the defendant sending payment January 3, after two court holidays.