Traditionally, arbitrators have been granted an immunity similar to the absolute judicial immunity given to judges in the decisionmaking process; they have not been held personally liable for acts and conduct associated with arbitration proceedings.\(^2\) In contrast, the second district appellate court in Baar v. Tigerman denied such arbitral immunity to an arbitrator who failed to make a timely award, and permitted a cause of action in breach of contract directly against him.\(^3\)


\(^3\) Baar v. Tigerman, 140 Cal. App. 3d 979, 985, 189 Cal. Rptr. 834, 839 (1983). A hearing was denied by the California Supreme Court in a 4-3 decision. The trial court sustained defendant's demurrer and granted dismissal of the suit based on the doctrine of arbitral immunity. In reversing, the court of appeals stated: "a cause of action at the least was stated in breach of contract...." Presumably, the trial court would now decide whether the other causes of action listed were applicable. See infra note 103.

\(^{51}\) 54 Iowa 74, 6 N.W. 140 (1880). See generally Glick, *Bias, Fraud, Misconduct and Partiality of the Arbitrator*, 22 Arb. J. 161 (1967) [hereinafter cited as Glick, *Bias*].

**Referring Principles:**

XIII.2.7 - Immunity of arbitrator