



## General Arbitration Rules of Procedure

These rules shall be interpreted so as to promote a speedy and just resolution of disputes. Unless otherwise agreed to by the parties or if legally inapplicable, the Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1- 16).

### **1. APPLICABILITY**

These Rules shall apply to all Arbitrations. These Rules shall apply in the form existing at the time Arbitration is submitted to **maps**. However, these Rules may be amended from time to time to further promote the speedy and just resolution of disputes. All amendments to these Rules shall apply to ongoing Arbitrations from the time the parties are notified of the changes.

### **2. INITIATION OF THE ARBITRATION**

To initiate an Arbitration with **maps**, the initiating party must submit:

- a) Agreement to Arbitrate
- b) The full names, phone numbers, addresses, and emails of all parties;
- c) A copy of the contract and/or court order requiring Arbitration;
- d) The appropriate filing fee.

### **3. SERVICE/METHODS OF DELIVERY**

A. Service on the Respondent(s) shall be by certified, return receipt requested mail. If, after reasonable attempts have been made by this method and the respondent(s) cannot be served, then service shall be made by commercial carrier at the following addresses if not specified in the parties' contract:

1. If the Respondent or one of them is a legal entity, service shall be effected at the address listed with the Secretary of State as agent for service of process or the entity's mailing address;
2. If the entity has not appointed an agent for service of process, then service shall be effected at the last known address;
3. If the Respondent(s) is an individual, service shall be effected at the address of the Respondent or any last known address.
4. Any method allowed by the state Rules of Civil Procedure;
5. Any method allowed by the Federal Rules of Civil Procedure.

## B. Service after Issue is Joined

Following service on the Respondent(s), all pleadings and other correspondence shall, if reasonably possible, be via electronic means. If a party does not have access to electronic service, that party shall provide an address to which pleadings and correspondence will be sent.

## 4. PLEADINGS AND DELAYS

Respondent(s) shall serve a response to the claim within 15 calendar days from the date of service, along with any cross claims, counter claims and third-party claims. Responses to any counterclaims, reconventional demands, cross claims or third-party demands shall be served within 15 calendar days from the date of service.

Pleadings not filed within this time frame cannot be filed without consent of the other party(s) or with permission of the Arbitrator, after notice to the other party(s). The Arbitrator may, but is not required, to hold a hearing on a party's request to file additional claims, cross claims, counter claims and third-party claims.

## 5. CONDUCT OF PROCEEDINGS

**maps** will provide the parties with administrative and case management services during the Arbitration process. This includes, but is not limited to, providing the method of selecting an Arbitrator, communicating information, scheduling phone conferences and hearings, and dissemination of the award.

## 6. SELECTION OF ARBITRATORS

The case will be decided by one Arbitrator, unless the parties agree to have a three-Arbitrator panel. Parties are urged to agree to a particular Arbitrator. The Case Manager will send a list of **maps** Arbitrators from the **maps** Panel, from which the parties shall make their selection(s). If they are unable to agree, the parties shall cross off any listed Arbitrator they feel is unacceptable and attach a numerical preference to the remaining Arbitrators.

This selection process shall be completed and the selection form returned to the Case Manager within 15 calendar days. A party that fails to return the selection form within 15 calendar days waives the right to object to the other party's selection, except on grounds of bias, conflict of interest, or other grounds that are usual and customary for recusal. Absent extraordinary circumstances, parties may not cross off more than one-half of the number of Arbitrators on the list. The Case Manager will then choose the Arbitrator based on the parties' numerical preferences.

In the event of a numerical tie, **maps** shall use its discretion in assigning one of the preferred Arbitrators. In the event that all parties fail to return the selection form within the allotted time, the Case Manager shall select the Arbitrator from the list. If one or more, but not all parties, fails to return the selection sheet timely, the Case Manager shall select an Arbitrator based on the preferences of those parties that have timely returned the selection sheet.

If the parties' contractual agreement requires the appointment of a panel of three Arbitrators, those arbitrators will be selected as follows: the claimant will select an Arbitrator from the **maps** Panel; the respondent will select an Arbitrator from the **maps** Panel; and together those two Arbitrators will then select a third Arbitrator from the **maps** Panel.

## **7. ARBITRATORS ARE NOT EMPLOYEES OF maps**

Arbitrators are independent contractors and not agents or employees of **maps**.

## **8. ARBITRATOR'S AUTHORITY**

Unless otherwise agreed to by all parties to the dispute, the Arbitrator shall have the broadest authority allowed under the Federal Arbitration Act (9 U.S.C. §§1-16) to conduct the Arbitration process in a manner deemed fair and reasonable to reach a speedy and just determination. In interpreting these Rules, the Arbitrator shall be guided by, but is not bound by the Federal Rules of Civil Procedure. To the extent that the Federal Rules of Civil Procedure cannot or do not apply, the matter will be governed by the applicable state Arbitration Act. The Arbitrator's authority includes, but is not limited to the following:

- a. To decide the arbitrability of any issue;
- b. To resolve any dispute relating to the enforceability the contract between the parties;
- c. To order and oversee appropriate discovery, conduct pre-hearing conferences, and order briefs and memoranda;
- d. To be the sole judge of the admissibility and weight of the evidence offered by the parties including affidavits;
- e. To issue rulings and orders concerning all points of controversy in the dispute;
- f. To order and supervise discovery and impose sanctions.

## **9. CONFIDENTIALITY**

All Arbitration proceedings are confidential to the extent allowed by law. The parties and their representatives are prohibited from speaking or otherwise publishing the fact that a case is in Arbitration or the details thereof. In the event that a party violates this provision, the Arbitrator is authorized to conduct a hearing to determine whether:

- a. a party has violated this provision
- b. the violation was willful, or with complete disregard of this provision, or for purposes of harassing the other party
- c. the Arbitration process has been compromised
- d. the other party has been damaged or there is a likelihood of damage resulting to the other party, or
- e. sanctions are appropriate.

If the Arbitrator finds that any of the above conditions has been proven against a party, the Arbitrator may proceed against the offending party as set forth in Paragraphs 12 and 13.

## **10. INTERLOCUTORY DISPUTES**

During the pendency of the main claim, the parties may have disputes regarding issues such as discovery, medical examinations, etc. These interim disputes shall be submitted to the Arbitrator who, with the assistance of the Case Manager, shall schedule a telephone conference between the Arbitrator and parties. If reasonably possible, the Arbitrator shall render a decision on the interim dispute during that telephone conference.

In the event of an emergency requiring an immediate ruling on an interlocutory matter, and the designated Arbitrator cannot be reached in a timely fashion, the parties hereby appoint and designate any Arbitrator on the **maps** published panel of Arbitrators, that does not have a conflict, to rule on the matter. The Case Manager shall choose a temporary Arbitrator to rule on the emergency matter. Said ruling shall be binding as if issued by the designated Arbitrator. The Case Manager shall advise the parties of the temporary Arbitrator chosen to make the ruling. The Case Manager shall give each party a reasonable time, considering the nature of the emergency, to file any objections to the temporary Arbitrator, submit all necessary memoranda, schedule conferences (in person or otherwise), and take any other action necessary to bring the matter to an expeditious conclusion.

## **11. EX PARTE CONTACT AND IN CAMERA INSPECTIONS**

The parties shall not engage in *ex parte* contact with the Arbitrator on matters concerning the dispute. All contact with the Arbitrator and/or submissions of documents and evidence shall be made by sending an original to the Arbitrator, a copy to all other parties (except as indicated in the following paragraph) and a copy to the Case Manager. Except as indicated in the following paragraph, the party submitting any document shall certify that copies have been sent in accordance with the previous sentence.

In the event that a party desires an *in camera* inspection of documents, the party must submit this request to the Case Manager along with a copy of the request to the other party in writing if time allows. The Arbitrator will decide whether to hold a private conference. The Arbitrator's decision as to whether to grant the request for an *in camera* inspection shall be sent to all parties.

## **12. FAILURE TO PROCEED**

Whenever an Arbitration clause, an Arbitration contract, or these Rules call for a party to proceed with Arbitration, a party shall be deemed to have failed to proceed when the party:

- a. repeatedly fails to respond to communication from **maps** or the Arbitrator;
- b. fails to proceed to the next step of Arbitration after being requested to do so;
- c. willfully fails to comply with an Arbitrator's order;
- d. otherwise indicates an intent not to proceed; or,
- e. fails to remit timely **maps** fees and charges.

## **13. DEFAULT**

The Arbitrator, upon proper showing and notification to the parties, may render an award against any party that fails to proceed with the Arbitration process. The Arbitrator may dismiss the claim or enter an award by default if the respondent fails to proceed or is otherwise in default. The Arbitrator shall not enter an award for relief without a prima facie showing of the party's right to an award.

#### **14. MATTERS NOT ADDRESSED**

Any matter not specifically addressed by these rules, or any conflict or ambiguity in these rules, shall be decided by the Arbitrator.

#### **15. SEVERABILITY**

In the event that any of these Rules is ruled unlawful by statute, the remainder of the remain in effect.

#### **16. AWARD**

All Arbitration awards will be made in writing. The Arbitrator is not required to provide reasons for the award but may do so if jointly requested by the parties.

#### **17. THE AWARD WILL BE FINAL AND BINDING ON ALL PARTIES**

An award arising out of the Arbitration or appeal will be the last word, and all parties will be required to comply with the Award without appeal to any court or other forum. The parties further agree that a judgment of the court shall be entered upon the award made pursuant to the Arbitration. Any action to vacate, modify, set aside or enforce the Award must be brought with a United States District Court or appropriate state Court within the time allowed under the appropriate statute. The parties must look to the appropriate federal or state law to determine the time, grounds and location to file an action to vacate, modify, set aside or enforce the Award.

#### **18. THE AMOUNT AND COLLECTION OF FEES**

- a. A copy of the current **maps** Fee Schedule is incorporated by reference.
- b. The parties acknowledge that any agreement between them regarding the payment of Arbitration fees is not binding on **maps**.
- c. All parties and their counsel are jointly and solidarily liable for all fees and costs.
- d. The Case Manager may, from time to time during the course of the Arbitration process, submit interim statements for time and expenses already incurred and for pre-payment of those reasonably anticipated.
- d. If for any reason the parties do not proceed to Arbitration after initiating a case and agreeing to arbitrate, **maps** shall be entitled to all fees incurred through the date of closing the matter, including Arbitrator fees.
- e. If one Party has paid more than its share of such fees and expenses, the Arbitrator may award against any other Party any such fees and expenses that such Party owes with respect to the Arbitration.
- f. For minor disputes, volunteer Arbitrators are often available. In such cases, the parties are only responsible for **maps** administrative fee.
- g. The Arbitrator and **maps** may withhold the award pending the payment of all fees and costs.

#### **19. AMENDMENT TO THE RULES OF ARBITRATION**

With certain exceptions, these Rules can be adapted or amended to accomplish the parties' needs.

## **20. RECORDING PROCEEDINGS**

If the Arbitrator wishes to have any part of the Arbitration proceedings recorded and transcribed, the parties shall jointly arrange and pay for a court reporter and transcript. A copy of the transcript shall be provided to the Arbitrator, the cost of which will be borne by the parties. In the event that only one party desires to record the Arbitration proceeding, that party shall pay for the transcript, a copy of which will be provided to the Arbitrator.

## **21. SUBSTITUTION OF ARBITRATOR**

In the event the arbitrator is temporarily absent or otherwise unavailable to act on matters that are ministerial (e.g., signing of subpoenas) the parties to the arbitration agree that such ministerial matters may be handled by the **maps** arbitration manager (currently, Joe Hassinger) or the **maps** Case Manager with notice to all parties.

In the event an emergency matter arises, the parties agree that they will use reasonable efforts to choose a substitute arbitrator to:

1. Decide if the matter is one that is time sensitive, and
2. If so, make a decision on that matter, which can then be reviewed by original arbitrator upon his/her return.

If the parties cannot agree on a substitute arbitrator, the party seeking emergency relief, may apply to a court of appropriate jurisdiction to appoint a substitute arbitrator.

## **22. ARBITRAL IMMUNITY**

The parties agree that any claims against the arbitrator, **maps**, its agents and employees are barred by the doctrine of arbitral immunity to the extent the law allows.

(end)