

## ARBITRATION RULES OF PROCEDURE

### **RULE 1: SCOPE OF RULES**

- A. These rules shall be interpreted to promote a speedy and just resolution of disputes while affording the parties a fair process and opportunity to be heard. 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).
- B. These Rules shall apply to all Arbitrations in the form existing at the time the Demand for Arbitration is submitted to **maps**. These Rules may be amended from time to time. All amendments to these Rules shall apply to ongoing Arbitrations from the time the parties are notified of the changes.
- C. If the parties have by contract or agreement agreed to proceed in accordance with rules promulgated by another arbitration institution, the arbitration will be conducted in accordance with those rules.
- D. **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.

### **RULE 2: INITIATION OF THE ARBITRATION**

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

- i. A Demand for Arbitration containing a concise statement of the claim and the relief sought. This Demand can be submitted in letter or pleading form, or by using the **maps** form demand, with a copy sent to Respondent or opposing counsel.
- ii. The full names, phone numbers, addresses, and emails of all parties and counsel.
- iii. A copy of any pre-dispute agreement, post-dispute agreement or court order compelling arbitration.
- iv. The applicable non-refundable case administration fee as set forth in the Arbitration Fee Schedule.

### **RULE 3: SERVICE OF PROCESS**

- A. Service of the Demand for Arbitration
  - 1. **maps** will issue notice to the Respondent(s) that a Demand for Arbitration has been filed and include a copy of the Demand for Arbitration.
  - 2. That notice shall be served by certified, return receipt requested United States mail. If service cannot be accomplished by mail, then service may be made by any person at least 18 years-old and not a party to the arbitration (“process server”).

3. If the Respondent is a legal entity, service shall be made on the entity's agent for service of process as listed with the Secretary of State. If the entity does not have an agent for service of process, then service may be made on any owner, member or officer of the entity.
4. If the Respondent is an individual, service may be made by certified/return receipt requested United States mail to Respondent's home address; or by process server (a) delivering a copy of the pleading to the individual personally, or (b) by leaving a copy of the pleading at the individual's dwelling or usual place of abode with someone of suitable age and discretion who resides there.
5. Service of Process by electronic mail, made with the written consent of the other party, constitutes valid service.

B. Service after Issue is Joined

1. Service of counterclaims and cross claims shall be by electronic mail or United States mail.
2. Service of third-party demands shall be effected in the same manner as the Demand for Arbitration.
3. Following service of the Demand for Arbitration (or counter claim, cross claim or third-party demand, if applicable), all pleadings, notices and other correspondence shall be by electronic mail.
4. If a party does not have access to electronic mail, that party shall provide an address to which pleadings and correspondence will be sent by regular United States mail. If the party does not provide **maps** with an address for service, then service will be by regular United States mail to the address where that party was served.

**RULE 4: PLEADINGS**

- A. Respondent may 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.
- B. Pleadings not filed within this time frame cannot be filed without consent of the other party(ies) or with permission of the Arbitrator, after notice to the other party(ies). The Arbitrator may, but is not required, to hold a hearing on a party's request for leave to file additional claims, cross claims, counter claims and third-party claims.
- C. Any disputes as to jurisdiction or arbitrability of the dispute, including but not limited to the existence, validity, scope or interpretation of the arbitration agreement shall be submitted to the Arbitrator prior to or contemporaneous with the filing of a Response as set forth in paragraph A, otherwise any objection to same is waived.

## **RULE 5: SELECTION OF ARBITRATORS**

- A. Once service of the notice and Demand is made, **maps** will schedule a preliminary conference to discuss the claim and process selection of the Arbitrator(s).
- B. The case will be decided by one Arbitrator unless the parties agree to use a three-Arbitrator panel.
- C. Parties are urged to agree to a particular Arbitrator. Otherwise, **maps** will administer the following selection process.
- D. The Case Manager will send a list of **maps** Arbitrators from the **maps** Panel. Each party will have a limited number of strikes by which they can strike any listed Arbitrator they feel is unacceptable. They will then rank the remaining Arbitrators in order of preference and submit their list to **maps**. Strikes are allotted by side, not by party. Thus, parties who are not adverse shall be treated as a single party for purposes of strikes.
- E. This selection process shall be completed, and the selection form returned to the Case Manager within 10 calendar days. A party that fails to return the selection form within 10 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.
- F. The Case Manager or Managing Director 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.
- G. If all parties fail to return the selection form within the allotted time, the Case Manager or Managing Director shall select the Arbitrator from the list. If one or more, but not all parties, fails to return the selection form timely, the Case Manager or Managing Director shall select an Arbitrator based on the preferences of those parties that have timely returned the selection sheet.
- H. If the parties' arbitration 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.

## **RULE 6: ABITRATORS ARE NOT maps EMPLOYEES**

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

## **RULE 7: ARBITRATOR'S AUTHORITY**

- A. Unless otherwise agreed to by all parties, the Arbitrator shall have the broadest authority allowed under the Federal Arbitration Act and/or applicable state arbitration act to conduct the Arbitration in a manner that is fair and reasonable, and which enables the parties to reach a speedy and just determination of the matter.

- B. The Arbitrator's authority includes, but is not limited to the following:
- a. To decide the arbitrability of any issue.
  - b. To decide all issues related to jurisdiction, or to the existence, scope, validity or interpretation of the arbitration agreement 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 form, admissibility and weight of the evidence offered by the parties.
  - e. To issue rulings and orders concerning all points of controversy.
  - f. To order and supervise discovery and impose sanctions.
  - g. To impose sanctions for violation of the confidentiality provided in Rule 8.

#### **RULE 8: CONFIDENTIALITY**

All Arbitration proceedings are confidential. The parties and their representatives are prohibited from speaking about or otherwise publishing the fact that a case is in Arbitration or the details thereof, unless necessary in a court proceeding with the court's prior approval. If 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. whether and what sanctions are appropriate.

#### **RULE 9: INTERLOCUTORY and EMERGENCY ORDERS**

- A. During the pendency of the claim, the parties may have disputes regarding issues such as exchange of information, medical examinations, etc. Such 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 issue during that telephone conference.
- B. 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 **m**aps published panel of Arbitrators, who does not have a conflict, to rule on the matter. The Case Manager or Managing Director 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 or Managing Director shall advise the parties of the temporary Arbitrator chosen to make the ruling. Each party shall have 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.

## **RULE 10: EX PARTE CONTACT**

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, all by electronic mail. Except as indicated in the following paragraph, the party submitting any document shall certify that copies have been sent in accordance with this section.

## **RULE 11: FAILURE TO PROCEED**

Whenever an arbitration agreement, court order or these Rules requires a party to proceed with Arbitration, a party shall be deemed to have failed to proceed when the party:

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

## **RULE 12: 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 in violation of Rule 11. 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.

## **RULE 13: EXCHANGE OF INFORMATION**

- A. The parties shall act in good faith in the informal exchange of information relevant to the dispute without the need for formal discovery requests, such that the parties shall exchange:
  1. A list of all persons with knowledge about the dispute
  2. A list of expert witnesses to be called at the hearing, together with their CV and report, if any.
  3. All documents relevant to the claim or defense.
- B. The parties may not propound Requests for Admission without the Arbitrator's approval.
- C. The parties may propound interrogatories and document requests, unless the parties' arbitration agreement provides otherwise.
- D. The parties may conduct depositions with approval of the Arbitrator, unless the parties' arbitration agreement provides otherwise.

## **RULE 14: ARBITRATION HEARING**

- A. The Arbitrator has broad authority to conduct the hearing in a manner that conforms to these Rules.
- B. The hearing shall be conducted at a time and place agreed to by the parties and Arbitrator.
- C. Testimony may be given by videoconference in the discretion of the Arbitrator.
- D. Witnesses will testify under oath administered by the Arbitrator.

- E. The Arbitrator may accept testimony by deposition or affidavit.
- F. Strict conformity with the rules of evidence is not required. The Arbitrator may be guided by the Federal Rules of Evidence.
- G. Parties shall produce specified witnesses who are in their employ without the necessity of a subpoena.
- H. The Arbitrator may issue a subpoena for the attendance of a witness or the production of documents prior to or at the hearing.

#### **RULE 15: 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.

#### **RULE 16: SEVERABILITY**

In the event that any portion of these Rules is determined to conflict with a provision of applicable law, the provision of law will govern and the remainder of the Rules shall remain in effect.

#### **RULE 17: AWARD**

- A. All Arbitration awards will be made in writing within 30 days of the conclusion of the hearing or the submission of post-hearing briefs, whichever is later. The Arbitrator is not required to provide reasons for the award but may do so in his/her discretion, if jointly requested by the parties or if required by the parties' arbitration agreement.
- B. An award arising out of the Arbitration 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.

#### **RULE 18: THE AMOUNT AND COLLECTION OF FEES**

- A. The current **maps** Fee Schedule is incorporated by reference.
- B. The parties acknowledge that any agreement between them regarding the payment Arbitration fees is not binding on **maps**.
- C. All parties and their counsel are jointly and solidarily liable for all fees and costs.
- D. During the Arbitration, the Case Manager will issue interim statements for time and expenses already incurred and for pre-payment of that time and expense reasonably anticipated.
- E. 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.
- F. 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.
- G. For minor disputes, volunteer Arbitrators are often available. In such cases, the parties are only responsible for the **maps** administrative fee.
- H. The final award will not issue until payment of all fees and costs is made.

#### **RULE 19: AMENDMENT TO THE RULES OF ARBITRATION**

With certain exceptions, these Rules can be adapted or amended to accomplish the parties' needs and the goal of securing the just and speedy resolution of disputes.

## **RULE 20: RECORDING OF THE PROCEEDINGS**

If the parties wish to have any part of the Arbitration proceedings recorded, they 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.

## **RULE 21: SUBSTITUTION OF ARBITRATOR**

- A. 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** Managing Director or the **maps** Case Manager with notice to all parties.
- B. 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 the 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.

## **RULE 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.

## **RULE 23: ETHICS & DISCLOSURES**

**maps** follows the ABA Code of Ethics for Arbitrators in Commercial Disputes.

(end)