



JURIDICAL SOLUTIONS, PLC
RULES OF ARBITRATION

Any party signing the Juridical Solutions, PLC Agreement to Arbitrate shall be deemed to have made these Rules a part of that Agreement to Arbitrate:

- 1) These Rules shall govern all proceedings under the Agreement to Arbitrate unless the parties have agreed in writing for the Arbitration to proceed under Rules of Arbitration promulgated by another organization.
- 2) Within seven (7) days of Juridical Solutions, PLC's acceptance of the Agreement to Arbitrate, Juridical Solutions, PLC, or the appointed Arbitrator will contact counsel for the parties or any party who is appearing without counsel for a scheduling conference. This scheduling conference may be conducted by conference call.
- 3) If the contract between the parties calls for the parties to appoint additional arbitrators, such appointments shall be made within ten (10) days of the date that Juridical Solutions, PLC appoints an Arbitrator. If no such appointment(s) has/have been made within that ten (10) day period, Juridical Solutions, PLC will appoint the remaining Arbitrators. The costs of all additional Arbitrators shall be borne by the Parties.
- 4) Fourteen (14) days prior to the scheduled Arbitration Hearing, each party may submit a written presentation of their claim or defense containing, to the extent such party deems it appropriate, factual proffers, exhibits, and legal argument.
- 5) If requested by the parties or if deemed necessary by the Arbitrator, a pre-hearing conference may be scheduled.
- 6) Seven (7) days prior to the scheduled Arbitration Hearing the parties shall provide to the Arbitrator and the opposing party a list of the witnesses and exhibits they intend to use during the Arbitration Hearing.
- 7) All time periods required under these rules may be extended by the Arbitrator. However, the Arbitrator may not extend the time periods set forth in Rule 23, *infra*, without the consent of the parties.
- 8) The Arbitrator shall have full authority to determine the existence of a contract between the parties and whether any issue or dispute is subject to arbitration. Even if an agreement or contract is found to be invalid or void, if otherwise permitted by law, the Arbitrator shall have jurisdiction to render an Arbitration Award under the arbitration clause or contract.
- 9) The Arbitrator may award reasonable attorney's fees and other reasonable expenses of arbitration if such an award is authorized by law in a civil action involving the same claim or by agreement of the parties to the Arbitration. An Arbitrator's expenses and fees, together with other related expenses, must be paid as provided in the Arbitration Award.

- 10) The Arbitration Hearing may be conducted at any location agreeable to the parties and the Arbitrator. If the parties request, Juridical Solutions, PLC will arrange for a venue and appropriate catering arrangements. The cost of such accommodations and catering services shall be charged to the parties. If the parties cannot agree upon a locale for the Arbitration Hearing, Juridical Solutions, PLC or the appointed Arbitrator shall designate the location, date, and time of the arbitration hearing and such designation is final and binding upon the parties.
- 11) The Arbitrator may conduct the Arbitration in such manner as the Arbitrator considers appropriate for a fair and expeditious disposition of the proceeding. The Arbitrator shall determine the order of the presentation of evidence and determine the admissibility, relevance, materiality, and weight of any evidence presented. The Arbitrator shall have the authority to reject evidence which is cumulative, redundant, and/or irrelevant.
- 12) The parties shall act in good faith in exchanging relevant documents and/or other data and to produce for deposition and/or hearing any employee or other person under their effective control. Because the arbitration process is designed to be fair, efficient, and prompt, the Arbitrator's decision on the materials and/or witnesses that should be produced in discovery and at the Arbitration Hearing shall be final and binding upon the parties.
- 13) The Arbitrator may decide a request for summary disposition of a claim or of a particular issue:
 - a) if all interested parties agree; or
 - b) upon request of one party to the arbitration proceeding if that party gives notice to all other parties to the proceeding and the other parties have a reasonable opportunity to respond.
- 14) Any Notice required to be made to another party may be made by first class mail postage prepaid, by internet transmission, or by FAX to counsel for the party or to a party who is appearing *pro se*. Such notices shall be sent to the postal address, e-mail address, and/or facsimile number provided by counsel and/or a party in the Juridical Solutions, PLC Agreement to Arbitrate. If notice may not be accomplished by these means, notice may be effectuated by mailing (first class postage prepaid) to the last known address of a party.
- 15) If either of the parties desire a transcript to be made of the hearing, they shall make arrangements to have a court reporter present and the party or parties desiring such transcripts shall make scheduling and financial arrangements with the court reporting service. Unless agreed to by all the parties and the Arbitrator, there shall be no video recording of the Arbitration Hearing.
- 16) Arbitration Hearings, unless agreed otherwise by the parties or required by applicable law, shall not be open to the public. Normally, only the Arbitrator, the parties, and their counsel will be permitted in the Hearing. The Arbitrator shall have the authority to permit other appropriate individuals to be present (including stenographers, expert witnesses, clerical personnel, etc.).

- 17) The Arbitrator shall have the authority to administer oaths to any person who appears in the Arbitration Hearing as a witness.
- 18) If agreed to by all the parties, the Arbitrator may decide the case upon written submissions by the parties.
- 19)
 - a) The Arbitrator may issue a subpoena for the attendance of a witness and for the production of records and other evidence at any hearing. The subpoena shall be served in a manner for service of subpoenas in a civil action and, upon motion to an appropriate court by a party to the arbitration proceeding or by the Arbitrator, the subpoena shall be enforced in the manner for enforcement of subpoenas in a civil action.
 - b) In order to make the proceedings fair, expeditious, and cost effective, upon request of a party, the Arbitrator may permit a deposition of any witness to be taken for use as evidence at the hearing, including a witness who cannot be subpoenaed for or is unable to attend a hearing. The Arbitrator shall determine the conditions under which the deposition is to be taken.
 - c) The Arbitrator may permit such discovery as the Arbitrator decides is appropriate in the circumstances, taking into account the needs of the parties to the arbitration proceeding and other affected persons and the desirability of making the proceeding fair, expeditious, and cost effective.
 - d) If the Arbitrator permits discovery under subsection (c), the Arbitrator may order a party to the arbitration proceeding to comply with the Arbitrator's discovery-related orders, issue subpoenas for the attendance of a witness, and for the production of records and other evidence at a discovery proceeding, and take action against a non-complying party to the extent a court could if the controversy were the subject of a civil action in court. If a party to the Arbitration refuses to follow any rulings or orders regarding discovery issued by the Arbitrator, the Arbitrator may take this failure into account in fashioning an Arbitration Award.
 - e) The Arbitrator may issue a protective order to prevent the disclosure of privileged information, confidential information, trade secrets, and other information protected from disclosure to the extent a court could if the controversy were the subject of a civil action in the forum State.
- 20) The Arbitrator may issue such orders for provisional remedies, including interim awards, as the Arbitrator finds necessary to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy.
- 21) If a party who has received notice, as provided in Rule 14, of the Arbitration Hearing does not appear at the Arbitration Hearing, the Arbitrator may conclude such Hearing and render an Arbitration Award in the absence of such party.

- 22) If the parties request, they may submit post-hearing memoranda of argument. Unless agreed otherwise by the parties, these written submissions shall be filed with the Arbitrator ten (10) days after the last Arbitration Hearing.
- 23) The Arbitrator shall, unless otherwise agreed to by the parties in writing, render his or her decision no later than ten (10) days after the last Hearing date, or ten days after the written submissions are filed under Rule 22, *supra*.
- 24) Unless otherwise agreed to in writing by the parties, the Arbitration Award will simply state which party, if any, is to have a recovery and the amount of that recovery or such other relief as may be appropriate. The Arbitrator may order any relief or remedy he or she believes is equitable and within the terms of the parties' Agreement to Arbitrate.
- 25) If the parties have requested, the Arbitrator will provide Findings of Fact and Conclusions of Law as part of the Arbitration Award. If this procedure is requested, the time limits contained in Rule 23, *supra*, are inapplicable. If a transcript is prepared, the Arbitrator may defer his or her Findings of Fact, Conclusions of Law, and Arbitration Award until after the transcript has been delivered.
- 26) Any dispute as to the proper interpretation and/or application of the Arbitration Award shall be determined by the Arbitrator who has rendered the Arbitration Award and additional fees will accrue for each additional Arbitration as calculated under the Original Agreement to Arbitrate.
- 27) Unless provided in writing to the contrary, the substantive law applied by the Arbitrator shall be the law of the state in which the Arbitration hearing is held, unless the governing law is specified in the Contract, or the choice of laws rules of the forum state require the use of the law of another state or nation.
- 28) Any Arbitrator who is appointed by Juridical Solutions, PLC shall be fair, impartial, and without any conflict of interest. The Arbitrator appointed by Juridical Solutions, PLC shall notify the parties and their counsel of any known facts that a reasonable person would consider likely to affect the impartiality of the Arbitrator in the Arbitration Proceeding.
- 29) There shall be no *ex-parte* contact between the Arbitrator and the parties.
- 30) Any information or documents provided to the Arbitrator shall simultaneously be delivered to counsel for the other party or a party appearing *pro se* as provided in Rule 14 *supra*.
- 31) If the subject matter of the Arbitration involves equitable distribution, classification of property in divorce, division of marital property, community property, spousal support or alimony, or the determination of child support:
 - a) The parties to the Arbitration will be required to sign an affidavit which will become part of the record that they have made full and fair disclosure of all relevant facts; and
 - b) if the law of the forum state provides child support guidelines, the Arbitrator will render a child support and/or spousal support guideline calculation and provide written explanations for a deviance, if any, from the guideline; and
 - c) the Arbitrator will not make a determination of the physical or legal custody of any child.