

Pre-Trial Solutions Inc. Arbitration Rules and Procedures

- 1) **Agreement of the Parties:** The parties make these rules a part of their arbitration agreement whenever they agree to submit a dispute to binding arbitration with Pre-trial Solutions Inc. (PTS). Prior to the commencement of the arbitration hearing, the parties shall execute a written arbitration agreement. These same shall be provided by PTS.
- 2) **Designation of Arbitrator:** The dispute shall be determined by one arbitrator, unless applicable law or the agreement of the parties provides otherwise. If Christopher P. Kauders is selected as the arbitrator, he shall be deemed to be serving in said capacity as an employee of PTS. All other arbitrators are not employees or agents of PTS.
- 3) **Time and Place:** The parties and the arbitrator shall jointly agree on a time and place for the hearings to take place.
- 4) **Stenographic Record:** A stenographic record may be made with the assent of all parties to the arbitration. In the event that any party objects to the making of such a record, the party(ies) seeking creation of the record shall apply to the arbitrator by motion for the same. Opposing parties shall submit oppositions by motion. The arbitrator will then rule on those motions.
- 5) **Interpreters:** Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of such service.
- 6) **Attendance at Hearings:** The arbitrator shall maintain the privacy of the hearing unless the law provides to the contrary. Any claimant, respondent, party or party representative is entitled to attend the hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of a person.
- 7) **Postponements:** The arbitrator may, for good cause, postpone the hearing upon the request of a party or upon the arbitrator's own initiative, and shall grant such postponement when all of the parties agree thereto.
- 8) **Oaths:** The arbitrator shall administer an oath to any witness called by any party to testify at a hearing.

9) **Arbitration in Absence of a Party or Counsel:** Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or counsel who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as is deemed necessary for the making of an award.

10) **Order of Proceedings:** The arbitrator may, at the beginning the hearing, ask for statements clarifying the issues involved. The claimant shall then present its claims, proofs, and witnesses, who shall submit to questions or other examination. The respondent shall then present its defenses, proofs, and witnesses, who shall submit to questions or other examination. The arbitrator has discretion to vary this procedure but shall afford full and equal opportunity to the parties for the presentation of any material or relevant proofs. Exhibits, when offered by either party, may be received in evidence by the arbitrator.

11) **Evidence:** The parties may offer such evidence as is relevant and material to the dispute and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. An arbitrator authorized by law to subpoena witnesses or documents may do so upon request of any party or independently. The arbitrator shall be the judge of the relevance and materiality, where applicable, of evidence offered, and strict conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all the arbitrators and all of the parties, except where any of the parties is absent in default or waives the right to be present. Any party intending to offer any medical report or record at the hearing must provide the other party with a copy at least twenty days in advance thereof.

12) **Evidence by Affidavit and Posthearing Filing of Documents:** The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission. Documents are to be submitted to the arbitrator of the hearing. Supplemental submissions may be made by agreement of the parties or by order of the arbitrator.

13) **Majority Decision:** Whenever there is more than one arbitrator, all decisions of the arbitrators must be by at least a majority. The award must also be made by at least a majority unless the concurrence of all is expressly required by the arbitration agreement or by law.

14) **Closing of Hearing:** The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, or if satisfied that the record is complete, the arbitrator shall declare the hearing closed. If briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. The time limit within which the arbitrator is

required to make the award shall commence to run, in the absence of other agreements by the parties, upon the closing of the hearing.

15) **Waiver of Rules:** Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state objection thereto in writing shall be deemed to have waived the right to object.

16) **Extension of Time:** The parties may modify any period of time by mutual agreement.

17) **Serving of Notice:** Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith, or for the entry of judgment on any award made under these rules may be served upon such party by mail addressed to such party or its attorney at the last known address or by personal service, in or outside the state where the arbitration is to be held. However, reasonable opportunity to be heard with regard thereto shall be granted by the arbitrator to such party.

18) **Communication with Arbitrator:** There shall be no direct communication between the parties and an arbitrator other than at oral hearings. Any other oral or written communication from the parties to an arbitrator shall be directed to PTS for transmission to the arbitrator. Any communication to the arbitrator must be copied to all parties.

19) **Time of Award:** The arbitrator shall render the award promptly and, unless otherwise agreed by the parties or specified by law, no later than thirty days from the date of closing the hearing, or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator.

20) **Form of Award:** The award shall be in writing and shall be signed either by the sole arbitrator or by at least a majority if there is more than one arbitrator. It shall be executed in the manner required by law.

21) **Award Upon Settlement:** If the parties settle their dispute during the course of the arbitration, the arbitrator may, upon their request, set forth the terms of the agreed settlement in an award.

22) **Delivery of Award to Parties:** Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to such party or its attorney at the last known address, personal service of the award, or the filing of the award in any other manner that may be permitted by law.

23) **Expenses:** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required traveling and other expenses of the arbitrator, and the expenses of any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

24) **Application to Court and Exclusion of Liability:**

a) No judicial proceeding by a party relating to the subject matter of the arbitration or mediation shall be deemed a waiver of the party's right to arbitrate.

(b) No arbitrator or mediator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration or mediation.

(c) Parties to these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

(d) No arbitrator or mediator shall be liable to any party for any act or omission in connection with any arbitration or mediation conducted under these rules.