



MILES MEDIATION & ARBITRATION

RULES OF ARBITRATION

These Rules of Arbitration (the “Rules”) govern arbitration proceedings administered by Miles Mediation & Arbitration (“Miles”). Arbitrations proceeding under these Rules shall be administered only by Miles or Miles’ authorized designee.

Rule 1. Purpose and Scope

- 1.1 These Rules set forth the authority and duties of the parties, Miles, and the arbitrator or panel of arbitrators chosen by the parties to arbitrate their dispute (referenced herein, singularly or collectively, as “the Arbitrator”).
- 1.2 In arbitrations proceeding under these Rules:
 - a. These Rules are incorporated into the parties’ Confirmation of Arbitrator and Applicable Rules (the “Confirmation”).
 - b. These Rules may be modified by the Arbitrator at any time to suit the parties’ preference or the circumstances of an individual arbitration. The parties and Arbitrator are encouraged to consider modifications of these Rules to promote fairness and efficiency.
 - c. Miles may modify these Rules from time to time. The version of the Rules as of the date of the Confirmation shall apply.
- 1.3 The Arbitrator shall interpret and have final authority in applying these Rules except as otherwise specified herein or required by law.
- 1.4 To the extent these Rules conflict with a controlling provision of applicable law, the conflicting provision of law shall control.

Rule 2. Commencement of Arbitration

- 2.1 One or more of the parties shall submit the Miles Arbitration Intake Form and inform Miles of the parties’ preferred Arbitrator or method of selecting the Arbitrator. Miles will acknowledge receipt of the Intake Form and instruct the parties how to communicate with Miles and submit arbitration documents.



- 2.2 Upon initial selection of the Arbitrator, Miles shall provide the parties with the Arbitrator's Disclosure. This process may be repeated as necessary until the Arbitrator's selection is confirmed with the parties' consent or in accordance with the applicable method of selection. Where the Arbitrator is a panel, one panel member shall be named as Chair by the parties' agreement, or by Miles in the absence of such agreement.
- 2.3 The parties shall confirm the Arbitrator's selection and their agreement to proceed under the rules governing the arbitration and the applicable Fee Schedule by executing the Confirmation.
- 2.4 The parties shall pay the applicable administrative fee upon receipt of Miles' invoice.
- 2.5 If required, the parties shall submit an advance deposit of the Arbitrator's fee.
- 2.6 Once the administrative fee and any required advance deposit is paid, the Claimant shall submit a Demand for Arbitration, with a copy to all parties, containing the following:
 - a. A statement of the dispute, the Claimant's allegations, and the relief or remedy sought;
 - b. A complete copy of any arbitration agreement between the parties;
 - c. A complete copy of any previous court filings or arbitration filings in the same dispute.
- 2.7 The Demand for Arbitration may be amended with the Arbitrator's consent, provided if the demand is increased to an amount requiring a higher administrative fee, the Claimant must pay the difference between the higher fee and the fee already paid. Any dispute regarding amendment of the Demand for Arbitration will be decided by the Arbitrator.

Rule 3. Statement of Defense and Counterclaims

- 3.1 Within fourteen (14) days of submission of the Demand for Arbitration, the Respondent(s) shall submit a Statement of Defenses, with a copy to all parties, containing the following:
 - a. A response to the Demand for Arbitration;
 - b. A statement of the Respondent's defenses; and
 - c. A statement of any Counterclaim and the relief or remedy sought.



- 3.2 Upon submission of a Counterclaim, whether in the Statement of Defenses or a later time with the Arbitrator's consent, the Respondent shall pay the required administrative fee. Any dispute regarding the submission of a Counterclaim will be decided by the Arbitrator.
- 3.3 Within fourteen (14) days of submission of any Counterclaim, the party against whom relief is sought may submit a Reply, with a copy to all parties, containing a response to the counterclaim and a statement of defenses.
- 3.4 Any party's failure to timely submit a Statement of Defenses or Reply shall not delay the arbitration.

Rule 4. Pre-Hearing Matters

- 4.1 Following submission of the parties' claims and defenses, Miles shall schedule an Initial Pre-Hearing Conference for discussion of deadlines and other matters. Following the Initial Pre-Hearing Conference, the Arbitrator will issue a Pre-Hearing Order.
- 4.2 The Arbitrator is authorized to take such actions and issue such orders as are necessary for the efficient and orderly administration of the arbitration, whether at the request of a party or on the Arbitrator's own initiative. Where the Arbitrator is a panel, the Chair may decide pre-hearing matters unless the parties request such matters be decided by the panel. Such matters include, without limitation:
 - a. Discovery, including limits on discovery and procedures for electronic discovery;
 - b. Obtaining evidence from non-parties by subpoena;
 - c. Consolidation of multiple arbitrations;
 - d. Issues regarding the Arbitrator's jurisdiction or authority;
 - e. Summary disposition of a claim or issue;
 - f. Injunctions, protective orders, and other interim measures;
 - g. Drawing inferences or allocating costs in connection with a party's non-participation in the arbitration or non-compliance with discovery;
 - h. Sanctions of the parties or attorneys; and
 - i. Evidentiary or procedural disputes among the parties.



- 4.3 A party may challenge the Arbitrator's continued service by submitting the grounds for such challenge to Miles, with a copy to all parties. Any other party may submit its response or position within seven (7) days. Miles will decide whether the Arbitrator will continue in service, which decision shall be final.
- 4.4 In the event the Arbitrator is unable to continue because of resignation, death, incapacity, or removal following a challenge, the parties may agree to a substitute arbitrator. In the absence of selection of a substitute arbitration by consent or in accordance with an agreed-upon procedure, Miles shall appoint a substitute arbitrator in Miles' sole discretion.
- 4.4 No party shall engage in *ex parte* communication with the Arbitrator about the arbitration, except as necessary prior to the commencement of the arbitration to engage the Arbitrator's services or ensure the absence of a conflict. Miles may communicate with any party as necessary in administering the arbitration.
- 4.5 The arbitrator shall maintain all matters related to the arbitration as confidential except as otherwise required by law.

Rule 5. Arbitration Hearing

- 5.1 The Arbitrator shall establish the date, time, and location of the arbitration hearing.
- 5.2 Except as otherwise specified by the Arbitrator, at least fourteen (14) days before the arbitration hearing, the parties shall submit the following to Miles, with a copy to all parties:
- a. Witness list, including each witness' name, role, and anticipated testimony;
 - b. Exhibit list and copies of all exhibits;
 - c. Expert reports intended to be used at the hearing;
 - d. A forecast of the party's evidence and arguments;
 - e. Proposed stipulations of fact; and
 - f. The party's anticipated needs regarding presentation technology, interpreters, dietary restrictions, disability accommodations, or other administrative matters.
- 5.3 Except as otherwise specified by the Arbitrator, at least seven (7) days before the arbitration hearing, the parties shall submit to Miles, with a copy to all parties, any evidentiary objections or response to the forecast of evidence and arguments.



- 5.4 The failure or refusal of a party to participate after being noticed of the arbitration hearing shall not delay the hearing. The Arbitrator's award shall be based upon the evidence presented at hearing by the participating parties.
- 5.5 If desired by the parties or required by law, a stenographic recording of the arbitration hearing may be created by a qualified stenographer. No other recording shall be permitted. The Arbitrator shall be authorized to allocate the expense of the stenographer.
- 5.6 The Arbitrator and witnesses shall take such oaths as are deemed appropriate or are required by law.
- 5.7 The Arbitrator shall make such rulings and conduct the hearing in such manner as the Arbitrator deems fair, equitable, efficient, and orderly. The Arbitrator will decide, without limitation:
 - a. The schedule for presentation of evidence, arguments, meals, and breaks;
 - b. Who may attend the hearing;
 - c. Whether witnesses shall be sequestered;
 - d. The admissibility of evidence;
 - e. The manner of presentation of testimony, including by telephone, video conference, affidavit, deposition, or other means.
- 5.8 The Arbitrator may examine witnesses and require the parties to produce evidence in addition to that offered in the arbitration hearing.
- 5.9 The Arbitrator shall not apply the rules of evidence used in judicial proceedings, with the exception of the attorney-client privilege and the work product immunity, but shall determine the applicability of any privilege or immunity, as well as the admissibility, relevance, materiality and weight of all the evidence offered.
- 5.10 When the Arbitrator determines that all relevant and material evidence has been presented and the parties have had adequate opportunity to state their arguments, the Arbitrator shall declare the hearing closed.
- 5.11 Following the arbitration hearing, the parties shall submit closing arguments, post-hearing briefs, or proposed findings of fact and conclusions of law as instructed by the Arbitrator.



Rule 6. Arbitration Award

- 6.1 Unless otherwise specified by the Arbitrator, the Arbitrator shall submit the Arbitration Award to Miles within twenty-eight (28) days of the parties' post-hearing submissions.
- 6.2 Miles shall provide the Arbitration Award to the parties upon payment of all outstanding fees and costs.
- 6.3 The Arbitration Award may be final, interim, or partial. An award may grant any remedy or relief the Arbitrator deems just and equitable.
- 6.4 In the case of an award issued by an arbitration panel, the award shall be decided by a majority of the panel members. A member of the arbitration panel who does not join in an award may issue a dissenting opinion, although such opinion shall not constitute a part of the award.
- 6.5 Within fourteen (14) days of its receipt of the Arbitration Award, any party may request correction of computational, clerical, typographical, or similar errors.
- 6.6 Within twenty-eight (28) days after the delivery of the Arbitration Award, the Arbitrator may make computational, clerical, typographical, or similar corrections requested by the parties or on the Arbitrator's own initiative.
- 6.7 After the expiration of the twenty-eight (28) day period provided in Rule 6.6, the Arbitration Award shall be final and binding on the parties and the parties may undertake to carry out its terms of the awards without delay.

Rule 7. Document Retention

- 7.1 Miles shall not be required to maintain any official record of the arbitration and shall hold all materials submitted during the arbitration for only ninety (90) days after an award is issued.
- 7.2 Any materials not reclaimed by the parties by the end of this period will be destroyed.

Rule 8. Actions Against Miles or Arbitrators

- 8.1 Neither Miles, nor any arbitrator appointed under the Rules, shall be liable in damages to any party for any act or omission in connection with any arbitration undertaken pursuant to these Rules.



- 8.2 All parties to any arbitration undertaken pursuant to the Rules shall indemnify and hold Miles and the Arbitrator harmless from any claim, litigation or dispute arising directly or indirectly out of the arbitration or any proceeding thereunder, to include all costs, expenses, and attorneys' fees, incurred directly or indirectly from any such claim, litigation or dispute.