

Rules of Procedure

Rule No. 1 Title and Citation of Rules

All rules adopted by United Arbitration will be known as United Arbitration Rules of Procedure.

Rule No. 2 Scope & Applicability

(a) These rules govern all proceedings before UA whether cognizable as cases in law or equity and shall be construed to secure the just, speedy, private and inexpensive determination of every action. (b) These rules shall apply in the form they exist at the time the claim or controversy is initiated. (c) The parties may enter into a written agreement at any time to amend or modify any rule of UA or any procedural matter without restriction. (d) Unless otherwise agreed by all parties, all rulings on substantive legal issues shall be based upon the same principles of law which would be applicable if the case was heard in the appropriate court of public jurisdiction.

Rule No. 3 Filing and Certification

All papers filed with UA and sent to other parties shall be deemed filed or sent upon delivery to United Arbitration. Rule No. 4 Representation by Counsel Any party Submitting to dispute resolution pursuant to the rules of UA may be represented by any attorney who is a member in good standing of the bar of any state.

Rule No. 5 Commencement of Action

An action is commenced upon the filing of a completed UA case referral form either via mail or telecopy, or the telephonic referral of all relevant information to the offices of UA

Rule No. 6 Designation of Proceeding

(a) A proceeding may be either a hearing (arbitration) or a settlement conference (mediation) (b) Unless otherwise stipulated by the parties, hearings are usually binding in nature and present an opportunity for evidence to be presented in a manner similar to a trial without a jury in the public court system. (c) Settlement conferences, unless otherwise stipulated by the parties, are non-binding

Rule No. 7 Selection of Judges

(a) Unless otherwise stipulated by the parties, the parties to a dispute shall jointly agree upon the selection of a judge from the UA Panel of Judges. (b) Unless otherwise stipulated by the parties, any judge selected shall hear and resolve all aspects of a dispute.

Rule No. 8 Fees and Costs

(a) The expenses of witnesses or costs of proofs shall be paid by the party producing the same. (b) A Postponement fee shall be paid by any party requesting a postponement of a scheduled hearing or conference. (c) If a party fails to pay its portion of United Arbitration fee in accordance with the fee schedule at the time of the hearing (a "non-paying party"), UA shall have the right to postpone the hearing by providing written notice to all parties. (d) If the paying party wishes to proceed with the hearing as scheduled, such party shall be required to pay the non-paying party's fee prior to the hearing.

Rule No. 9 Discovery

Parties shall have the right to take depositions and to obtain discovery and may exercise the same rights, remedies and procedures and shall be subject to the same duties, liabilities and obligations as provided in the discovery rules of the public court in which the case has been previously filed or, if no claim is pending before a court of public jurisdiction, then as provided in rules which would be applicable if the case was heard in the appropriate court of public jurisdiction.

Rule No. 10 Attendance & Conduct

(a) Only the parties and/or their attorneys shall be permitted to attend or participate in conferences or hearings. All other persons shall be excluded except upon agreement of the parties. (b) Upon application, the assigned judge may require sequestration of any non-party witness during the testimony of other witnesses. The assigned judge shall have the following powers: (1) To administer oaths or affirmation to witnesses; (2) To permit testimony to be offered by deposition; (3) To permit evidence to be offered and introduced as provided in these rules; (4) To rule upon the admissibility of evidence offered; (5) to invite the parties on reasonable notice to submit hearing briefs; (6) To examine any site or object relevant to the case; (7) to make any ruling on any motion or matter presented to the court.

Rule No. 11 Hearing Procedures, Evidence

(a) Except as otherwise prescribed by this rule or otherwise agreed to by the parties, the same rules of evidence which would be applicable if the case was heard in the appropriate court of public jurisdiction shall be followed at all hearings before UA (b) At least ten (10) days prior to the hearing, each party shall send to all other parties a list of documents to be submitted and witnesses to be presented at the time of the hearing accompanied by a copy of any document not previously provided. (c) If notice has been given pursuant to section (b) a party may offer in evidence, without further proof, the following: (1) bills, records and reports of hospitals, doctors, dentists, registered nurses, licensed practical nurses, and physical therapists, or other licensed health care providers; (2) bills for drugs, medical appliances and prostheses; (3) bills for written estimates of valued, damage to, cost of repair of or loss of property; (4) a report of rate of earnings and time lost from work or lost compensation prepared by an employer; (5) the verified reports, statements, affidavits or declarations of any expert witness, whose testimony would otherwise be admissible, provided that the assigned judge may disregard any portion of the statement that would be inadmissible if the expert witness was testifying in person. (d) Any party may subpoena the witness or custodian, whose testimony is waived by this rule to appear at the hearing or may, at least ten (10) days before the hearing, deliver to the party proposing the report, record, document, thing or witness a written demand that the witness or custodian be produced in person to testify at the hearing. Any adverse party may cross-examine that witness if he were a witness for the party offering the document or testimony.

Rule No. 12 Default or Directed Award

If a matter is called for a hearing and the plaintiff appears but the defendant does not, the assigned judge shall hear the case, and based on the evidence heard, enter an award unless, upon good cause shown, a continuance is granted by the judge. If the defendant appears but the plaintiff does not, the assigned judge shall enter an award in favor of the defendant unless, upon good cause shown, a continuance is granted by the judge. If the plaintiff appears but fails to prove a claim, the assigned judge, without hearing the defendant, shall enter an award for the defendant.

Rule No. 13 Dismissal of Action

Any action commenced may be dismissed before final adjudication by filing a stipulation of dismissal signed by all parties who have appeared in the action. Unless otherwise stated, a stipulation of dismissal is without prejudice.

Rule No. 14 Award and Findings by the Court - Privacy & Confidentiality

(a) All final awards issued by UA shall be in writing signed by the judge issuing the same. Unless the parties have otherwise agreed, the decision of the judge shall be final and binding and a judgment may be entered thereon in a public court of appropriate jurisdiction; (b) all awards shall be rendered within 10 days of the closing of the records and shall, providing all parties have paid all requisite fees to United Arbitration, be promptly forwarded by mail to each party or attorney; (c) any judge may, upon hearing the issues presented by the parties, render appropriate relief, whether monetary, injunctive or declaratory provided it is within the scope of the agreement made by the parties; provided s within the scope of the agreement made by the parties; (d) no monetary award or other Sanction shall be imposed for delay damages or prejudgment interest. (e) any award rendered or settlement reached is conclusive only as to the matters being adjudicated in this conference pertaining to the parties present. The award/settlement in this conference is not res judicata nor will it have collateral estoppel effect as to the same or similar issues in companion claims or actions arising out of the incident which is the subject of this conference, except to the extent mandated by applicable laws. (e) All documents and materials submitted to or filed with United Arbitration shall remain private and confidential whether written or oral and will not be disclosed in any other context (f) All materials submitted whether written or oral will be inadmissible in any other judicial or alternative dispute resolution proceeding (g) All documents received from any other party during the arbitration or mediation (with the exception of decisions and settlement agreements) will be destroyed within a reasonable amount of time but not to exceed twenty one (21) days following the conclusion of such conference.

Rule No. 16 Exclusion of Liability

Any party or non-party shall waive any claim or cause of action against United Arbitration, its members, directors, staff employees, mediators/panelists and to release United Arbitration from any and all negligence and liability, including but not limited to, any liability arising from or relating to any act or omission on the part of any arbitrator retained by United Arbitration with regard to the processing, administration, or hearing conducted under these rules