



RULES FOR ARBITRATION

(Effective 10/8/2021)

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HOBSON & HOBSON, P.C. ARBITRATION SERVICES

RULES FOR ARBITRATION

To aid in the administration of justice, Hobson & Hobson, P.C. Arbitration Services, herein offers Arbitration Services as an Alternative Dispute Resolution. Our goal is to provide an effective and efficient private determination of pending legal claims. HHAS recognizes the importance of a fair determination of the parties' dispute and will strive to accomplish this goal with professionalism, commitment to excellence, and respect of all involved. To that end, the following rules shall be applied.

Rule 1. Purpose and Scope Of The Rules

1.1 These Rules set forth the authority and duties of the parties, Hobson & Hobson, P.C. Arbitration Services, and the arbitrator or panel of arbitrators chosen by the parties to arbitrate their dispute. These Hobson & Hobson, P.C. Arbitration Services ("HHAS") Rules for Arbitration ("Rules") apply to arbitrations of disputes administered by Hobson & Hobson, P.C. Arbitration Services (an "Arbitration"). The Rules supersede all arbitration rules previously by HHAS and shall apply in the form published as of the date of the Confirmation of Arbitrator shall apply.

1.2 In arbitration proceedings 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 arbitration agreement of the Parties (the "Arbitration Agreement") or any court order for arbitration upon Acceptance by HHAS of a Demand For Arbitration, Order to Arbitrate, or Agreement to Arbitrate provided, however, that the adoption of an agreement to arbitrate pursuant to procedural rules other than those established herein shall not modify or affect the obligations of the parties relating to HHAS fees charged for the arbitration. The parties by written agreement may modify the procedures set forth in these Rules after the appointment of an Arbitrator only with the consent of the Arbitrator
- c. The Rules as of the date of the Confirmation of Arbitrator shall apply.
- d. 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 a Confirmation of Arbitration.
- e. If requested, the parties shall submit an advance deposit of the Arbitrator's fee.

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, except as noted herein regarding the presentation of evidence and no other Rule shall be effected.

1.5 HHAS may amend these Rules without notice.

1.6 Capitalized terms shall have the meaning stated in the Rules.

1.7 Upon the failure of a Party to comply with these Rules or any order of the Tribunal issued pursuant to these Rules, the Arbitrator may, after notice and hearing, impose a time for compliance, sanction or other remedy it deems just and appropriate, including, but not limited to, assessment of costs of the Arbitration and reasonable attorneys' fees; exclusion of evidence and other remedies.

1.8 A party to an Arbitration may proceed pro se or may be represented by counsel who is in good standing in the state of admission (a "Representative").

1.9 Any party or Representative who becomes aware of a violation of or failure to comply with any provision of these Rules, and fails to promptly object in writing, may be deemed by the Arbitrator to have waived the right to object thereto.

Rule 2. Commencement of Arbitration

2.1 Binding or Non-binding Arbitration may be by mutual consent and written request of the parties.

2.2 Non-binding arbitration may be by Court Order.

2.3 An arbitration pursuant to the Rules (an "Arbitration") shall be initiated by a party ("Claimant") filing a notice of arbitration ("Notice Of Arbitration") with HHAS, with a copy sent to each party or their Representative as to which relief or an award is sought (each a "Respondent") of

(a) a copy of the agreement or court order to arbitrate that Claimant contends vests HHAS with arbitral jurisdiction of the Arbitration (the "Arbitration Agreement"), and

(b) the names and addresses and email addresses of all parties and their Representatives, if any, and

- (c) a description of general nature of the dispute, the claims asserted and the relief or remedy sought, and
- (d) the HHAS Initial Case Deposit in effect on the Commencement Date of the Arbitration.

Rule 3. Responsibilities of the Arbitrator

3.1 HHAS shall maintain a panel of qualified neutrals (the “HHAS Panel”).

3.2 The Arbitration shall be conducted by the number of arbitrators specified in the Arbitration Agreement or other subsequent stipulation of all parties (the “Tribunal” or the “Arbitrator,” which terms may be used interchangeably in the Rules). The Arbitrator is not acting in the capacity of an attorney and does not offer any legal, tax, financial or any other advice; specifically, the Arbitrator is acting as the Judge and decisions-maker. All parties have been informed of and have been encouraged to retain independent legal counsel.

3.3 Each Arbitrator shall be independent and impartial. By accepting appointment, each Arbitrator shall be deemed to be bound by these Rules and shall perform his or her duties with diligence and in good faith. Prior to appointment as an Arbitrator, HHAS shall provide to an Arbitrator candidate the demand, order or agreement for arbitration and any response filed by a Respondent or such other summary including the identity of the parties and nature of the dispute to permit the candidate to determine whether the candidate has a conflict of interest or other circumstance likely to cause justifiable doubt regarding the candidate’s independence or impartiality. Such circumstances include bias, interest in the result of the arbitration, past or present relationships with a party or its Representative(s), and any other matter, either actual or apparent, that would disqualify a candidate from impartial service as an Arbitrator in the dispute. This disclosure obligation shall remain in effect throughout the arbitration process.

3.4 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 it is 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.

3.5 A party may challenge the Arbitrator’s continued service by submitting grounds, in writing, for such challenge to Arbitration Service, with a copy to all parties. Any other party may submit its response or position within seven (7) days. The Arbitrator will refer any challenge to another panel arbitrator who will decide the challenge, which will be final.

3.6 In the event the Arbitrator is unable to continue because of resignation, death, incapacity, removal following a challenge, or for any reason becomes unable to serve or conduct the Arbitration according to the Rules, HHAS may appoint a substitute arbitrator in its sole discretion from the qualified neutral panel of HHAS. If the sole Arbitrator or Chairperson of a Tribunal is replaced, the replacement Arbitrator shall decide the extent to which any previously held hearings shall be repeated. If any other Arbitrator is replaced, the Tribunal shall decide the extent to which any previously held hearings shall be repeated.

3.7 No party shall engage in ex parte communication with the Arbitrator or Arbitrator candidate about the arbitration, except for discussing the general nature of the dispute and discuss the candidate's qualifications, availability, and independence and impartiality with respect to the parties or as otherwise necessary to engage the Arbitrator's service or ensure the absence of a conflict. HHAS and its neutrals may communicate with any party as necessary in administering the arbitration.

3.8 The arbitrator shall maintain all matters related to the arbitration as confidential except as otherwise required by law.

3.9 The Parties stipulate and agree that by proceeding under these Rules that:

(a) neither HHAS, any Arbitrator appointed to the Tribunal, nor any employee or agent of HHAS is a necessary or proper party in any litigation or other proceeding relating to the Arbitration or the subject matter of the arbitration; and

(b) neither HHAS, any Arbitrator, or any employee or agent of HHAS, shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, and

(c) all parties to an Arbitration administered pursuant to these Rules shall hold HHAS, the Arbitrators and HHAS's employees and agents harmless from, and shall fully indemnify them against, any and all damages, claims, judgments, costs and expenses, including attorneys' fees, incurred by any of them as a result of any subsequent claim, demand or cause of action arising directly or indirectly from or out of the arbitration, and

(d) the parties to an Arbitration shall defend and/or pay the cost (including reasonable attorneys' fees) of defending HHAS, any Arbitrator, and any HHAS employee or agent from any subpoenas relating to the Arbitration from third parties.

Rule 4. Arbitration Hearing

A. Challenges To Jurisdiction Or Arbitrability

4.1 The Arbitrator/Tribunal shall have the power to rule on challenges to the jurisdiction of HHAS to administer the arbitration and to issue interim and final awards in the Arbitration including any objections with respect to the existence, validity, interpretation or scope of the Arbitration Agreement. The resolution of the issue by the Arbitrator shall be final. The Arbitrator/Tribunal may rule on such objections to jurisdiction or arbitrability of a claim as a preliminary matter or, where evidence is necessary for such determination, as part of a final award.

B. General Provisions

4.2 Subject to these Rules, the Tribunal may conduct the Arbitration in such manner as it shall deem appropriate. The Chairperson of a Tribunal shall be responsible for the organization of conferences and hearings, and for arrangements with respect to the functioning of the Tribunal.

4.3 The proceedings shall be conducted in an expeditious manner. The Tribunal is empowered to impose time limits it considers reasonable on each phase of the proceeding, including, without limitation, the time allotted to each party for presentation of its case and for rebuttal.

4.4 A party who has failed to participate in the Arbitration by appearance or payment of any required Case Deposit shall be served with notice of all conferences, orders and hearings in the manner provided for in the Arbitration Agreement.

4.5 HHAS and the Tribunal shall treat the Arbitration proceedings, any related discovery and the decisions of the Tribunal, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by applicable law.

C. Flow of Proceedings

Each Arbitration case will have a Case Management Conference, Preliminary Hearing, and a Final Arbitration Hearing. The Arbitrator or the parties may also request an Interim Hearing, Temporary Hearing, or other hearings deemed necessary to effectively arbitrate the matters.

D. Case Management Conference

4.6 The Tribunal shall conduct an initial Case Management Conference to consider and schedule procedures and deadlines for the following:

- (a) the issues, claims and counterclaims to be arbitrated including the type of hearing such as interim, temporary or final;
- (b) challenges to the jurisdiction or arbitrability of any claims or counterclaims to include whether the award of attorney fees and arbitration costs are to be decided by the arbitrator;
- (c) challenges to the joinder of a party,
- (d) requests for interlocutory relief,
- (e) pre-hearing discovery,
- (f) pre-hearing dates to resolve case management or discovery issues,
- (g) the disclosure of witnesses who may testify at hearings,
- (h) pre-hearing disclosures, exchanges of exhibits and briefing,
- (i) hearing dates,
- (j) the form of the award to be issued by the Tribunal,
- (k) the method of service of pleadings, discovery, awards and other papers in the Arbitration,
- (k) other matters which in the discretion of the Tribunal may assist in the administration and adjudication of the Arbitration.

The Case Management Conference may be conducted via written submission, in person or telephonically at the discretion of the Tribunal. The Tribunal shall issue a Case Management Order following the hearing. Deadlines established during the Case Management Order shall be continued only by agreement of the parties or for good cause with concurrence of the Tribunal. Hearing dates established during the Case Management Conference shall only be continued for good cause upon approval of the Tribunal subject to the hearing cancellation policies of HHAS.

E. Preliminary Hearing Conference

4.7 A Preliminary Hearing date shall be set by the Arbitrator. All parties shall submit a Case Summary to HHAS no less than ten (10) days prior to the preliminary conference.

4.8 Case Summary: The Case Summary shall include the following:

- a. Witness list, including each witness' name, relation to the case, and anticipated testimony;
- b. Exhibit list and copies of all exhibits;
- c. Expert reports intended to be used at the hearing;
- d. Proposed stipulation(s) of facts;
- e. Proposed stipulation(s) of evidence;
- f. Requests for remote participation by parties or witnesses;
- g. Anticipated needs regarding evidence presentation technology, interpreters, dietary restrictions, disability accommodations, or other administrative matters.

4.9 The Arbitrator and counsel or pro se litigants shall attend the Preliminary Hearing. The purpose is to discuss the case summaries, time announcements, daily hearing schedule, fact and evidence stipulation(s), authenticity issues, and any other issues regarding the Final Hearing. The Arbitrator shall have the discretion to set a Status Conference prior to the Final Hearing to address any additional issues. The Arbitrator shall issue a case management and scheduling order at the conclusion of the Preliminary Hearing and Status Conference procedures.

F. The Arbitration Hearing

4.10 The Arbitrator shall provide reasonable notice to all parties of the hearing. It is the responsibility of the parties to provide reasonable notice of party or witness(es) special requirements as well as any evidentiary presentation requests.

4.11 Requests for remote appearance by the parties or witnesses shall be timely made in writing and provided to the Arbitrator and other parties. Remote appearance shall be conducted by HHAS VIDEO ARBITRATION PROTOCOLS AND PROCEDURES.

4.12 Upon consultation with the Parties in the Case Management Conference, the Arbitrator/Tribunal may, in its discretion, permit and establish a schedule for written and/or deposition discovery as the Tribunal deems appropriate taking into account the needs of the parties to prepare for hearing and the desirability of making discovery expeditious and cost-effective. The Arbitrator shall not apply the rules of evidence used in judicial proceedings with the exception of the attorney-client privilege, the work product privilege or other immunity, but shall determine the applicability of any

privilege or immunity, as well as the admissibility, relevance, materiality and weight of all evidence presented. If the parties wish to have the rules of evidence apply, they must make that agreement known to the Arbitrator/Tribunal prior to the commencement of the Arbitration hearing.

4.13 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.

4.14 The Arbitrator and witnesses shall take such oaths as are deemed appropriate or are required by law.

4.15 The Arbitrator shall make such rulings and conduct the hearing in such manner as the Arbitrator deems fair, equitable, and 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 will be sequestered;
- d. The admissibility of evidence;
- e. The manner of presentation of testimony, including by phone, video conferencing, affidavit, deposition, or other means.

4.16 The Arbitrator may examine witnesses and require the parties to produce evidence in addition to that offered in the arbitration hearing. The Arbitrator/Tribunal may direct, without or in addition to any other discovery sought by a party, the exchange of documents and electronically stored information and data, the identification of persons with knowledge of the claims and issues to be arbitrated and witnesses to be called by a party at any hearing in the Arbitration.

4.17 The parties shall promptly notify the Tribunal when a dispute exists regarding discovery issues. The Tribunal shall be authorized to resolve such disputes upon written submissions or telephonic or live hearing.

4.18 When the Arbitrator determines that all relevant and material evidence has been presented and the parties have had a full and fair opportunity to state their arguments, including closing remarks, the Arbitrator shall declare the hearing closed.

4.19 No later than ten days before commencement of a final hearing in the Arbitration, the Parties shall submit to the Tribunal, with copies to all other Parties, the following,

paying particular attention to update any changes in the Case Summary submitted prior to the Preliminary Hearing:

- a. a list of the witnesses a party may call with a short description of the anticipated testimony of each such witness; and
- b. any written expert reports that a party may seek to introduce at the arbitration hearing; and
- c. a copy of all exhibits a party may seek to introduce at the Arbitration hearing; and
- d. a brief statement of statutes and/or case law which a party asserts has particular applicability to claims or defenses asserted in the Arbitration and any relief or award sought by a party.
- e. Proposed stipulation(s) of facts;
- f. Proposed stipulation(s) of evidence;

4.20 At the written request of a party, all other parties to the Arbitration shall produce for the hearing all specified witnesses in their employ or under their control without need of subpoena. The Arbitrator may issue subpoenas for the attendance of witnesses or the production of documents either prior to or at the hearing pursuant to these Rules. In the event a party or a subpoenaed person objects to the production of a witness or other evidence, the party or subpoenaed person may file an objection with the Tribunal, who shall promptly rule on the objection, weighing both the burden on the producing party and witness and the need of the proponent for the witness or other evidence. Attorney Issued subpoenas may not be valid in an arbitration proceeding so be sure to get the Arbitrator to sign all subpoenas.

Rule 5. Type of Hearing

5.1 **Interim Hearing** An Interim Hearing occurs at any time after the filing of the underlying legal action and before a Temporary Hearing is conducted by the Court. The evidence is limited to the parties, submission of (5) five affidavits to HHAS and all parties 48 hours prior to the hearing , and a Domestic Relations Financial Affidavit as outlined by the Uniform Superior Court Rules submitted to HHAS and all parties 48 hours prior to the hearing. The Interim Arbitration Award may be modified by Order of the Court.

5.2 **Temporary Hearing** A Temporary Hearing occurs at any time after the filing of the underlying action and before a Temporary Hearing is conducted by the Court. The scope of the hearing will follow the Uniform Superior Court Rules regarding Temporary Hearings with the exception that any filing requirements shall be substituted with being submitted to HHAS and all parties 48 hours prior to the hearing. Each side shall also submit to the Arbitrator five days before the hearing a Case Outline. The Case Outline

shall provide an outline of the relevant issues, facts and the relief requested to include a proposed parenting plan, if applicable.

5.3 **Final Hearing** A Final Hearing shall not occur until after the discovery period has expired in the pending legal action, unless the parties consent in writing to waive this requirement. A Final Hearing shall occur in three stages: Preliminary Hearing Conference, Status Conference (if deemed necessary), Arbitration Proceeding.

5.4 **Award On Written Submissions** If provided under the Arbitration Agreement or upon stipulation of the Parties, an award may be issued in the Arbitration based on written submissions and other evidence as the parties may agree.

5.5 The failure or refusal of a party to participate in the Final Hearing procedures shall not delay the hearing. The Arbitrator's Award shall be based upon the evidence presented at the hearing by the participating party.

Rule 6. Arbitration Award

6.1 A final award shall generally be in one of the following forms as specified in the Case Management Order:

- (a) a simple award which will include only a statement of the relief awarded or denied and no reasoning;
- (b) a reasoned award which will include a statement of the relief awarded or denied and a discussion of the Tribunal's basis for the award;
- (c) findings of fact and conclusions of law which will include a statement of the relief awarded or denied and specific citations to evidence and law which the Tribunal considers a basis for the award.

6.2 Unless otherwise required by the Arbitration Agreement, the Tribunal shall render a final award within thirty (30) days after the close of the hearing or such other date jointly stipulated by the parties and the Tribunal provided that such deadline may be continued for good cause and further provided that no award or order shall be issued to any party prior to payment in full of all fees and costs due HHSA by all parties for the Arbitration as provided under the Rules.

6.3 Parties shall be served by HHSA with a copy of a final award in the manner of service specified in the Case Management Order.

6.4 Any request to correct, modify or reconsider an award shall be submitted to the Tribunal within seven (7) days of service of the award as provided herein. The Tribunal

shall set a briefing schedule for response to any motion to correct, modify or reconsider an award and shall be authorized to enter an award for costs and attorney's fees in connection with such request. Within twenty one (21) days after the delivery of the Arbitration Award, the Arbitrator may make computational, clerical, typographical, or similar corrections at the Arbitrator's own initiative.

6.5 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. In the event of a two-member panel, no award shall be decided except by unanimous decision.

6.7 The parties to an Arbitration under the Rules shall be deemed to have consented to the entry of judgment upon an award in any federal or state court having jurisdiction thereof. Proceedings to enforce, confirm, modify or vacate an award shall be controlled by and conducted in conformity with Georgia law.

Rule 7. Document Retention

7.1 HHAS shall not be required to maintain any official record of the arbitration and shall hold all original materials submitted during the arbitration for only thirty (30) days after an award is issued. Any material not reclaimed by the parties by the end of this period will be destroyed. A digital copy may be maintained for a year and a day after the award has been served upon the parties.

Rule 8. Actions Against HHAS or Arbitrators

8.1 Neither HHAS, 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 HHAS 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 attorney's fees, incurred directly or indirectly from such claim, litigation or dispute.

Rule 9. HHAS Fees And Costs

9.1 HHAS maintains an Arbitration Fee Policy setting the Initial Case Deposit “Initiation Fee” required for arbitrations and shall advise parties of the billing rates, expense charges and cancellation policies of HHAS. HHAS shall determine the number of parties to an arbitration for purposes of assessing fees and costs of arbitration.

9.2 Following the Case Management Conference, HHAS shall submit a Case Deposit invoice to parties based on the estimated time and HHAS costs to be charged by HHAS and the Tribunal in connection with the Arbitration. The parties or their representatives shall maintain a credit card on file for HHAS to auto-charge 24 hours after sending the invoice electronically. HHAS may submit additional Case Deposit invoices to the parties during the course of the arbitration at the discretion of HHAS based on additional estimates of time or costs. Case Deposits shall be disbursed by HHAS to pay HHAS fees and arbitrator billings for time and expenses. Any Case Deposits not required to pay HHAS fees and arbitrator billings and expenses at the conclusion of a matter shall be reimbursed to the parties unless otherwise provided in an award.

9.3 Upon the failure of a party to pay an Initial Case Deposit or a Case Deposit when due as specified in an invoice, HHAS may notify the parties that proceedings in the Arbitration shall be stayed until invoice is paid. The Tribunal may, sua sponte, issue an interim or final award in the amount of an Initial Case Deposit or a Case Deposit based upon the failure of a party to pay an Initial Case Deposit or a Case Deposit.

9.4 Unless otherwise agreed, each party shall pay 1/2 of any and all deposits, fees, and/or costs.

9.5 Should a hearing go over the allotted time or the time announcement of the parties HHAS will schedule another date and time to resume the hearing.



VIDEO ARBITRATION PROTOCOLS AND PROCEDURES

The following protocols and procedures have been adopted by Hobson & Hobson Arbitration Service. ("HHAS") for the conduct of video arbitrations. These protocols and procedures are a supplement to the published HHAS Rules for Arbitration.

Counsel must provide their clients, witnesses, and any retained court reporter with a copy of the Protocols and Procedures to prepare them for participation in the arbitration hearing. Counsel must also provide them with the Zoom meeting invitation to enable them to connect to the arbitration hearing, which will be sent to counsel at a later date by email.

Video Platform

HHAS will conduct video arbitrations utilizing the Zoom platform. All counsel, parties and witnesses that will be in separate locations should download the free client version of Zoom*. Counsel are strongly encouraged to become familiar with the basic features of the Zoom Software such as the ability to mute, hand raise, and screen share.

System Requirements

Each participant - counsel, parties, and witnesses - will need a device with camera and audio capability and a stable internet connection capable of streaming audio and video via the Zoom platform. Headphones or earbuds are perfectly acceptable to improve audio. While cell phones can work as a Zoom device, they are highly discouraged.

Location Requirements

During the arbitration hearing, all participants must be able to see and hear each other. To ensure that you can be seen clearly, there needs to be adequate lighting, preferably positioned in front of you. Back lighting will cause the face to be obscured. It is best to have a neutral, non-distracting background. Participants must have a private, quiet location where they will not be disturbed during the hearing. The camera should be positioned at, or just above, eye level.

Commencement of Arbitration Sessions

Parties and counsel should log on to a daily hearing session at least ten minutes in advance of announced start time. Witnesses should log on at least ten minutes in advance of a scheduled appearance time. Advance login will not apply during breaks since the Zoom sessions will remain active.

On logging in each day scheduled for arbitration hearings, counsel and parties will be in a virtual waiting room. A HHAS host will individually move each counsel and party (or party representative) to the "Main Session" room where they will be assigned their respective private "Breakout Rooms". When all are present, the Arbitrator or an HHAS host will move individuals into a joint hearing room. Upon joining the meeting, witnesses will also be placed in a "Waiting Room" until their scheduled testimony.

Conduct During Hearings/Professionalism

Virtual hearings which may find parties and their counsel in different physical locations, including homes and home offices, require new and heightened considerations of professionalism.

- During hearing sessions parties and counsel should conduct themselves in the same manner as if in a courtroom - remain seated, no moving around, no audio interruption except by counsel to make objections per the process set out below.
- Video hearings require increased diligence to allow witnesses to fully answer questions. Making a record is a difficult process for a court reporter under any circumstances but interruptions during video sessions result in audio cacophony. All participants should speak toward the computer speaker to reduce the possibility of missed words. Microphones should be muted by every person who is not speaking.
- Witnesses under examination shall be subject to the same rules as an in-person hearing - no communication by any means other than counsel conducting the examination. Witnesses may not consult with anyone during testimony, and they may not consult documents that are not in the record, or about which they are not being questioned irrespective that the document may be in the record.
- No person shall be present during the hearing except for disclosed participants. At the outset of the proceeding, each participant shall identify any other persons present at the participant's location. Counsel will represent that anyone present in a room with a party or witness during the hearing is on camera at all times.
- The arbitration hearing is a confidential proceeding and may not be recorded by counsel, the parties, or witnesses.

Documents

Counsel shall provide Exhibits to be used during the hearing to the Arbitrator per case management order or the arbitrator's Instruction. Counsel shall provide Exhibits to be used during witness examination to any witness at a remote location in advance of the witness' appearance with clear instructions as to whether the material may or may not be viewed in advance of hearing testimony. If the instructions on the envelope/container state that it may not be opened until examination of the witness at the hearing, the witness will open it at the direction of counsel conducting the examination while being

viewed by counsel and the arbitrator. The envelope containing the documents should be clearly marked as “Direct Examination” or “Cross Examination”.

Counsel are encouraged to consider utilization of the “screen share” function on the Zoom platform during witness examination and argument when specific provisions of a document are under consideration.

Witness Sequestration

Witnesses will be sequestered either in their private "Waiting Room" or a separate “Breakout Room” by an HHAS host upon logging in and during breaks in an examination.

Objections

Counsel wishing to make an objection during a witness examination should simply raise a hand or use the “hand raise” feature on the Zoom toolbar. The Arbitrator will stop the examination to inquire regarding the basis for the objection. The Arbitrator will have the discretion to move counsel and any court reporter to a separate room for bench conferences. Counsel are reminded that rules of evidence are significantly relaxed in arbitration.

Emergency Notifications

At the beginning of the arbitration hearing, the Arbitrator will provide the participants with a phone number so that any participant who has temporarily lost an adequate connection to the Zoom platform may promptly notify the Arbitrator of that event. An HHAS employee will be available to provide technical support, if needed, during the hearing.

*Zoom client can be downloaded from <https://zoom.us/>



**CONFIRMATION OF ARBITRATOR AND APPLICABLE
ARBITRATION RULES AND PROCEDURES**

This Confirmation of Arbitrator and Applicable Rules For Arbitration is the entire agreement between the parties and counsel regarding the procedure for resolving the dispute referenced herein.

The undersigned, having received and reviewed the applicable Disclosure of Arbitrator, and Hobson and Hobson, P.C. Rules For Arbitration, hereby agree to arbitrate the following controversy to the following Arbitrator(s) and agree that the arbitrator shall be governed by the Rules For Arbitration:

Case Name and Court Filing Number

Arbitrator Name and Signature

Claimant Name and Signature

Counsel Name and Signature

Respondent Name and Signature

Counsel Name and Signature

Date: _____