

Middlesex Mediation, LLC.

Arbitration Rules

1. Effect of Rules

These Rules constitute an integral part of the parties' Agreement to Arbitrate and will be interpreted and applied by the administrator, Middlesex Mediation, LLC. (hereinafter "Middlesex"). The parties may modify or supplement these rules by a writing signed by the parties and consented to by the arbitrator.

2. Filing Requirements.

A claim for arbitration shall be initiated by a claimant by filing a written demand in the form attached to these Rules with a filing fee in an amount specified in the Middlesex Schedule of Fees, together with a copy of the contract provision or provisions between the parties which provide for arbitration.

If arbitration is ordered pursuant to Court order, the initiating party shall file with its demand a copy of the Court's order for arbitration then in effect.

In the event no arbitration contract exists, a claimant may seek in writing the intervention of Middlesex to effect an

invitation to any other party necessary for a resolution of the dispute inviting arbitration of the dispute which the claimant shall identify in reasonable detail in its request to Middlesex. The claimant shall also supply to Middlesex the names, addresses and email for all necessary parties and a copy of the same to all such parties. Middlesex shall deliver a notice to such parties by regular and electronic mail inviting agreement in writing to arbitrate the identified dispute. However, no arbitration proceeding shall exist until and unless all parties necessary for arbitration shall have signed and delivered an agreement for arbitration to Middlesex within 30 days of the Middlesex invitation, paid all required administrative filing fees and the claimant filed and copied all parties with a formal Demand for Arbitration

3.The Demand

The Demand shall include a statement describing the nature of the claim, the amount of any damages sought, or other relief requested and be filed with Middlesex in conformity with the form of Demand supplied by Middlesex.

4. Service and Notice

The Demand, and any subsequent filings by any party, shall include a certification of notice of service of copies to each other party that includes the name of each party, their addresses, telephone and email addresses, and the same information for any representative separately served. From initiation of the Demand and throughout the proceeding, service of all motions, notices or submission made by any party shall be simultaneously made by

regular mail and email unless Middlesex or the arbitrator otherwise directs.

Middlesex shall notify the parties of receipt of the Demand and of the date or dates of any responsive filings, including counterclaims and replies to counterclaims.

5. Amendment

With the consent of the arbitrator, a party may amend or modify its claim or response at any time prior to the close of the hearing and the arbitrator shall establish a date for any further responses to such amendment.

6. Objections

All disputes and objections with respect to the application of these rules shall be determined by the arbitrator. The arbitrator shall have the power to rule on questions of his or her jurisdiction, the scope of the arbitration agreement and the arbitrability of any claim or defense. Any objection to the arbitrator's jurisdiction with respect to any issue or claim raised by the demand or counterclaim shall be timely made in an answering statement to the claim or counterclaim giving rise to such objection.

7. Conference or Hearing

Middlesex may on its own initiative or at the request of a party schedule a conference or hearing with the parties and representatives, by telephone or in person, to consider administrative matters including questions relating to the exchange of information, timing of approved discovery, scheduling, or locale of hearings.

8. Selection of Arbitrator

Upon receipt of a Demand for arbitration, Middlesex will send to each party a list of arbitrators from any panel Middlesex then maintains. The parties are encouraged to agree to a designated arbitrator from the list of candidates proposed and to advise Middlesex of their agreement.

If the parties are unable to agree upon an arbitrator, each party shall strike unacceptable names from the list, number the remaining names in order of preference, and return the list to Middlesex.

If a party does not return the list within the time specified by Middlesex, all proposed arbitrators on the list shall be deemed acceptable to that party.

If the parties fail to agree on any of the arbitrators listed, or if for any other reason the appointment cannot be made from the submitted list, Middlesex shall so advise the parties and discontinue the proceedings with notice to the parties.

9. Arbitrator Duties and Qualification.

Any arbitrator selected is required to (i) decline an arbitration if he or she cannot conduct or continue to conduct the proceedings in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known or become known to the arbitrator candidate or

arbitrator, and could reasonably be seen as raising a question about the arbitrator's impartiality; (b) disclose any circumstance reasonably likely to create a presumption of bias or prevent a just and expeditious resolution of the parties' dispute.

A person initially selected by the parties to serve as arbitrator shall alert Middlesex to any matters such person has determined which warrant disclosure under applicable ethical policies. If Middlesex determines that such person is nevertheless fit to serve, Middlesex shall communicate such disclosures to the parties for their evaluation. The parties may, upon receiving such disclosures, agree or disagree to proceed with the person selected to serve as arbitrator.

10. Powers of Arbitrator

- (a) The arbitrator shall manage and supervise any necessary exchange of information among the parties.

- (b) The arbitrator may, on application of a party or on the arbitrator's own initiative:
 - i. require the parties to exchange relevant documents in their possession or custody in advance of the hearing and within the time specified by the arbitrator or to supplement such production on a timely basis.
 - ii. require that the production of documents be provided electronically unless a requesting party objects or the parties agree to some other form of production.
 - iii. The arbitrator may establish reasonable search

parameters and cost allocations for documents, whether retained electronically, if the parties cannot agree to such parameters and costs. In the event of any objection to production of documents, the arbitrator shall hear and determine the same and be empowered to issue sanctions for any willful non-compliance with discovery stipulations or discovery orders issued by the arbitrator.

11. Ex Parte Communications

No party, representative or counsel acting on behalf of any party shall communicate *ex parte* with the arbitrator.

While administering an arbitration, Middlesex may initiate administrative communications with each party or anyone acting on behalf of the parties either jointly or individually.

12. Preliminary Hearing or Conference

The arbitrator shall conduct a preliminary conference or hearing to determine the nature of disputed issues, the parties' prospects for settlement, the advisability of mediation, the proposed scope of discovery, dispositive legal or factual issues and the timing for pre-hearing events and hearing schedule, deadlines for expert reports or expert participation in discovery and the manner in which the hearing shall be conducted and the choice of locale. The preliminary conference shall take place in person or by video conference.

13. Use of Experts

If any of the parties retain experts, expert reports shall be prepared and circulated to all parties and the arbitrator, followed by the appearance of all experts at the arbitration hearing unless otherwise agreed by all parties or excused for good cause after hearing by the arbitrator. In the event any expert fails unexcused to appear, to testify and be cross-examined on his or her expert report, such report shall be stricken from the record by the arbitrator.

14. Counsel and Witnesses

The arbitrator shall have the power and discretion to require the exclusion of any witnesses during the testimony of other witnesses, other than those which the arbitrator deems essential to party representation.

Each party shall be represented by counsel, except representatives of an insurer or other testimonial experts, employees of the parties or representatives with the consent of the arbitrator or agreement of the parties.

15. Oaths

Subject to applicable law, the arbitrator may require witnesses to take an oath before testifying.

16. Stenographic Record

- (a) Any party desiring a stenographic record shall secure and confirm such arrangements with a certified court reporter and notify the arbitrator and the parties in advance of an intention to do so. The party requesting such a record shall bear the cost of the record, including the arbitrator's copy. Other parties to the arbitration wishing copies shall pay the court reporter the usual cost of a copy. If the stenographic record is proposed to constitute the record of the proceedings, it shall be made available to the parties and the arbitrator on a timely basis for inspection under circumstances approved by the arbitrator
- (b) No other means of recording the proceedings shall be permitted absent the agreement of the parties or the direction of the arbitrator.

17. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. In such circumstances, the arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of such an award.

18. Course of Hearing

- (a) Starting with the claimant, the parties shall present relevant evidence supporting their claims, counterclaims and defenses. Witnesses shall be subject to cross-examination and the arbitrator shall be entitled to ask questions of any witness.
- (b) The arbitrator may establish the order of evidence with respect to issues that may prove to be dispositive of all or a portion of the claims and crossclaims in the arbitration. Such matters shall be the subject of prior pre-hearing conference with counsel for the parties.
- (c) Unavailable witnesses may testify and be cross-examined by video conferencing subject to the prior approval of the arbitrator.
- (d) Before or during hearings, the arbitrator may receive, consider, and determine motions filed by any party for the disposition of all or part of the claims or issues in the proceedings if the arbitrator determines and finds that the moving party has shown that there are no material issues of fact applicable to such claims or issues and that the moving party is entitled to all, or partial relief requested.

19. Evidence

The parties shall offer relevant and material evidence pertinent to the dispute. The arbitrator shall determine

objections to relevance, materiality or on other grounds. Strict conformity to legal rules of evidence shall not be necessary but, to the extent possible, the arbitrator shall advise and consult with counsel for the parties as to ground rules for admission of oral testimony and documentary evidence in advance of the hearing.

Upon motion of any party, the arbitrator shall review and determine any claims of privilege.

20. Securing Necessary Testimony

If a witness, whose testimony is represented by a party to be essential, is unable or unwilling to testify at the hearing, either in person or through electronic or other means, either party may request that the arbitrator order the witness to appear in person for examination before the arbitrator at a time and location where the witness is willing and able to appear voluntarily or can legally be compelled to do so. Any such order may be conditioned upon payment by the requesting party of all reasonable costs associated with such examination.

21. Inspection or Investigation

An arbitrator, upon motion or finding that it necessary to make an inspection or investigation in connection with the arbitration, shall direct Middlesex to so advise the parties. The arbitrator shall set the date and time of such investigation or inspection and shall notify the parties. Any party who so desires may be present at such an inspection or investigation. In the event that one or all

parties are not present at the inspection or investigation, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

22. Emergency Relief

The arbitrator may hear and consider emergency matters requiring equitable relief. Any party seeking such relief must supply all parties with copies of the motion and moving papers by mail and email upon filing with the arbitrator. Responding parties shall be entitled to no less than three days' notice of any emergency hearing. Nothing herein is intended to preclude a party from seeking emergency judicial relief and such requests for relief shall not prejudice a moving party's right to participate in the arbitration.

23. Termination of Hearing

Once the arbitrator determines, after inquiry to the parties and their counsel, that they have no further testimonial or documentary evidence to submit, the arbitrator may declare the hearing closed as of the due date for final briefs or other submissions ("closing date").

24. The Award

The arbitrator shall make the award within 30 days after the closing date or within such additional time as may be agreed upon by the parties with the arbitrator's consent. The arbitrator is not required to consider a reasoned award unless

any party has requested such an award in writing in the demand, answer, counterclaims or replies to counterclaim earlier filed or at the preliminary conference or unless the arbitrator on his own initiative determines that a reasoned award is appropriate.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.

The hearing may not be reopened except upon good cause shown and after motion filed and served upon the parties before the closing date. The award shall be in writing and signed by the arbitrator in the form and manner required by law.

The award of the arbitrator may, in the arbitrator's discretion, include:

- i. interest at such rate and from such date as the arbitrator(s) may deem appropriate; and
- ii. an award of attorneys' fees, or other costs and expenses, if authorized by law, these rules or the arbitration agreement.
- iii. The parties will be deemed to have received the award if it is mailed by regular mail and email or served by delivery from a commercial delivery service.

