

## CMMA RULES OF ARBITRATION

### CENTRAL MASS MEDIATION AND ARBITRATION

#### ARBITRATION RULES

1. APPLICABILITY: The parties agree that these rules shall govern all arbitration proceedings before Central Mass Mediation & Arbitration, LLC (“CMMA”). The parties may modify these rules by agreement between them in writing so long as such modified rules are consistent applicable laws. The parties shall notify CMMA of any agreed modifications to these rules prior to the arbitration hearing.
2. SUBMISSION OF CASE: A proceeding before CMMA is initiated by the filing of a CMMA Case Submission Form either by mail, email or by a telephone submission of the requested information to a CMMA administrator.
3. FILING: All documents shall be deemed filed upon the actual receipt by CMMA and the other parties, whether by mail or email.
4. DESIGNATION OF ARBITRATOR: The parties shall jointly agree in writing upon the selection of the arbitrator from the CMMA panel of arbitrators. Unless requested jointly by the parties, the dispute shall be decided by one arbitrator.
5. IMPARTIALITY OF THE ARBITRATOR: The CMMA arbitrator (“the Arbitrator”) shall have no personal, professional or financial interest in the outcome of the dispute. The Arbitrator is bound to advise, as soon as discovered but, in any event, in advance of the hearing, any circumstances or facts which may create the appearance or presumption of bias or conflict of interest. Upon such disclosure and prior to the commencement of the hearing, any party shall have the right to request the disqualification of the Arbitrator.
6. REPRESENTATION BY COUNSEL: Any party may be represented by counsel or other authorized representative or may represent himself/herself in any

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arbitration proceeding before CMMA. Notwithstanding such pro se representation, all parties shall be bound by and subject to the same rules.

7. HEARING: The parties and CMMA shall mutually agree on the time, date, and place of the arbitration and the estimated number of days that the arbitration hearing may take. Notice of the hearing shall be mailed (as well as e-mailed) to the parties by CMMA at least twenty (20) days prior to the hearing unless otherwise agreed by the parties.
8. DISCOVERY: The amount, type, and time for completion of any needed pre-hearing discovery may be set by agreement of the parties or, if the parties are unable to agree, by the Arbitrator upon motion of the parties. The arbitrator shall thereafter issue a discovery order.
9. STENOGRAPHERS AND INTERPRETERS: CMMA does not provide stenographers or interpreters. Any party who seeks to have either present at a hearing is responsible for making arrangements and paying the cost associated with their attendance and shall notify the other party and CMMA in advance of the hearing.
10. HEARING ATTENDANCE: Any party or person having a direct interest in the dispute shall be allowed to attend the arbitration hearing. The Arbitrator shall have the power to exclude or sequester any witness, during the testimony of any other witness, which shall be in the Arbitrators sole discretion.
11. POSTPONEMENT OF HEARING: For good cause shown, the Arbitrator may postpone the hearing upon request of a party or upon his/her own initiative, giving notice to all parties as far in advance of the hearing as is reasonably practicable. Postponements allowed at the request of a party shall be subject to the postponement fees as set forth in the CMMA Fee Schedule.

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12. VIRTUAL PARTICIPATION: All or part of the arbitration may, by agreement of the parties, or, upon motion of a party, in the discretion of the Arbitrator, be conducted virtually by telephone or video conference format. Arbitration hearings are private which means that no unauthorized individual may be present at any time during a remote or virtual hearing. Recording of arbitration proceedings, or any portion thereof, whether voice or video, by any person unauthorized by the Arbitrator to do so, is strictly forbidden.
  
13. CONDUCT OF THE ARBITRATION HEARING: The Arbitrator shall have the sole discretion to determine the manner in which the arbitration hearing is conducted. The Arbitrator will endeavor to conduct such hearing in a manner that is reasonable and fair to all parties and allows for the fair presentation of each party's case. Each party will be allowed to offer their claims, defenses, evidence and witnesses and shall be subject to questions and cross examination by the opposing party(ies). The Arbitrator shall rule on all objections or motions interposed by any party prior to, during or post-hearing. The Arbitrator shall have the authority to administer oaths and shall rule upon the admissibility of oral testimony and all documentary evidence submitted as exhibits or for any reason in the course of the hearing or case. The Arbitrator shall close the hearing when all such proofs have been received.
  
14. ADMISSIBILITY OF EVIDENCE: The Arbitrator shall be the sole judge as to the admissibility of any evidence or testimony submitted at the hearing, whether oral, documentary or otherwise, including but not limited to that of or related to experts proffered by any party.
  
15. NOTICE OF DOCUMENTS FOR SUBMISSION: Unless otherwise excused or permitted by the Arbitrator, any party intending to offer any document or report as evidence must provide a copy of the document to be offered at least ten days prior to the hearing. Any document not produced in accordance with this rule may, in the Arbitrators' discretion, be excluded. The Arbitrator shall have the authority to require or allow parties to submit further

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documents or reports at or after the hearing, but before the record closes, as the Arbitrator may deem necessary for a complete and full resolution of the pending dispute.

16. DOCUMENTARY EVIDENCE: Where such notice is provided in accordance with Rule 15 above, the following, non-exclusive list of documents, may be offered into evidence at the arbitration hearing:

- a. Medical bills, medical reports, and hospital records from licensed health care providers;
- b. Written bills or estimates of damage or appraisals of property prepared by prepared by experts or industry licensed professionals;
- c. Satisfactorily authenticated written reports or payroll records as to lost earnings or time lost from employment;
- d. Satisfactorily authenticated business, financial records;
- e. Evidence from witnesses signed by sworn affidavit. Such sworn affidavit shall be given only so much weight as the Arbitrator, in her/his discretion, shall deem warranted;
- f. Reports of expert witnesses only in so far as such testimony would be admissible if such expert was testifying in person and shall be given only so much weight as the Arbitrator in his/her sole discretion, shall deem warranted;
- g. Other documents to the extent that the Arbitrator, in his/her sole discretion, deems the information both credible and relevant to a more full or complete understanding of the dispute.

17. DEFAULT OR ABSENCE OF A PARTY: The Arbitrator may proceed with the hearing, in her/his discretion where, after due notice is received, a party fails to appear without alerting the Arbitrator and all parties and without just cause. The Arbitrator may require the party who does appear to present that evidence to support its case and further, may, in his/her discretion, (a) close the record and make an award or finding in the absence of the party failing to appear, (b) grant a continuance or postponement of the hearing, in total or in part, (c) allow the party failing to appear to make a written submission of its case before closing the record and the issuance of a

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finding or award, or (d) take such other action as the Arbitrator in her/his discretion, deems reasonable and just under the circumstances.

18. ARBITRATION DECISION: The Arbitrator shall render his/her decision in writing by sending same by first class mail to the parties or their representative. The arbitration decision shall be signed by the Arbitrator which decision shall be final and binding and not subject to appeal, except as provided under applicable law or, unless otherwise agreed by the parties in advance of the hearing. The parties agree that the Arbitrator's decision may be entered as a final judgment in any court of competent jurisdiction.

19. SETTLEMENT: To the extent that the parties jointly notify the Arbitrator that they have settled their dispute, and such notice is received by the Arbitrator prior to the issuance of his/her decision, the Arbitrator will not issue same and will take no further action. Thereafter, the matter will be closed at CMMA unless, within fourteen (14) days of the original notice of settlement, the parties jointly notify the Arbitrator that a final settlement could not be accomplished, and the parties jointly request that the Arbitrator render his/her decision. Thereafter, Arbitration Rule #18 above shall apply.