

Arbitration Rules & Procedures

Definitions

For purposes of these Arbitration Rules & Procedures, the following terms shall have the meanings set forth below:

Arbitrator

Arbitrator means the neutral individual appointed or selected to conduct the arbitration proceeding, rule on procedural matters, receive evidence, conduct hearings, and issue a written arbitration award. The Arbitrator shall remain impartial and independent throughout the proceeding and shall have the authority granted by the parties' arbitration agreement, these Rules & Procedures, and applicable law.

Claimant

Claimant means the individual, business, organization, governmental entity, or other legal person initiating an arbitration by filing a Demand for Arbitration.

Respondent

Respondent means the individual, business, organization, governmental entity, or other legal person against whom a Demand for Arbitration has been filed.

Hearing

Hearing means any scheduled proceeding conducted by the Arbitrator, whether in person or by approved remote means, during which the parties may present testimony, documentary evidence, witness testimony, legal arguments, or other information relevant to the dispute. The term includes preliminary hearings, procedural conferences, evidentiary hearings, and any other proceeding authorized by the Arbitrator.

Award

Award means the written decision issued by the Arbitrator resolving some or all of the issues submitted for arbitration. Unless otherwise provided by law or by written agreement of the parties, the Award shall constitute the final determination of the matters submitted to arbitration.

Party

Party means any Claimant, Respondent, or other individual or legal entity properly joined in the arbitration proceeding.

Representation

Representative means any attorney, authorized agent, guardian, corporate officer, union representative, or other individual authorized to appear or act on behalf of a Party during the arbitration proceeding. A Representative may appear only to the extent authorized by applicable law and these Rules & Procedures.

Article I — Purpose & Scope

Section 1.1 – Purpose of the Rules

These Arbitration Rules & Procedures ("Rules") establish the procedures governing arbitrations administered by Porter & Lambert Resolution. The purpose of these Rules is to provide a fair, efficient, impartial, and organized process for resolving disputes outside of traditional litigation while ensuring each party has a meaningful opportunity to present its case.

These Rules are intended to promote the just, prompt, and cost-effective resolution of disputes through private arbitration.

Section 1.2 – Applicability

These Rules shall apply to every arbitration administered by Porter & Lambert Resolution unless the parties have agreed in writing to modify or waive a specific provision and such modification is not prohibited by applicable law.

In the event of a conflict between these Rules and the parties' written arbitration agreement, the arbitration agreement shall govern unless otherwise required by applicable law.

The Arbitrator may interpret and apply these Rules as necessary to facilitate the fair and efficient administration of the arbitration.

Section 1.3 – Agreement of the Parties

By initiating arbitration under these Rules, or by agreeing to participate in an arbitration administered by Porter & Lambert Resolution, each party agrees to be bound by these Rules, the applicable arbitration agreement, and all lawful procedural orders issued by the Arbitrator during the course of the proceeding.



Nothing contained within these Rules shall be construed to create legal representation or an attorney-client relationship between the Arbitrator and any party.

Section 1.4 – Binding Nature of Arbitration

Unless otherwise prohibited by applicable law, every arbitration conducted under these Rules shall be binding upon the parties.

The parties acknowledge that arbitration is intended to serve as a final method of dispute resolution and agree to abide by any final arbitration award issued in accordance with these Rules and applicable law.

Section 1.5 – Governing Law

All arbitrations conducted under these Rules shall be governed by the laws of the State of Georgia, including the Georgia Arbitration Code, as amended, together with any other applicable federal or state law governing arbitration proceedings.

To the extent these Rules are inconsistent with mandatory provisions of applicable law, the applicable law shall control.

A current copy of the Georgia Arbitration Code is available through the Georgia Office of Dispute Resolution and may be accessed through the Resources section of this website.

Article II — Commencing Arbitration

Section 2.1 – Filing a Demand for Arbitration

An arbitration proceeding is commenced by filing a written Demand for Arbitration with Porter & Lambert Resolution. The Demand for Arbitration shall identify the parties, describe the nature of the dispute, state the relief sought, and include all information required by these Rules.

The filing of a Demand for Arbitration constitutes the Claimant's representation that the dispute is appropriate for arbitration pursuant to a written arbitration agreement or the mutual written consent of all parties.

Section 2.2 – Filing Requirements

A Demand for Arbitration shall include the following:

1. The names, mailing addresses, telephone numbers, and email addresses of all known parties;
2. A brief statement describing the nature of the dispute, including the relevant facts and circumstances;
3. A statement identifying the relief or remedy requested;
4. A copy of the written arbitration agreement or other written agreement establishing the parties' consent to arbitrate;
5. Copies of any documents the Claimant believes are necessary to establish the basis of the claim; and
6. The required filing fee as set forth in the current Fee Schedule.

Failure to submit the required information may delay acceptance of the case or result in the administrative closure of the filing until all deficiencies have been corrected.

Section 2.3 – Required Filing Fee

A non-refundable filing fee shall accompany every Demand for Arbitration in accordance with the current Arbitration Fee Schedule.

Unless otherwise authorized by the Arbitrator or Porter & Lambert Resolution, the filing fee must be received within thirty (30) calendar days after submission of the Demand for Arbitration. Failure to timely remit the required filing fee may result in the matter being administratively closed without prejudice.

Payment of the filing fee does not constitute acceptance of the arbitration or guarantee that the matter will proceed.

Section 2.4 – Acceptance of Case

Upon receipt of the Demand for Arbitration and any required supporting documentation, Porter & Lambert Resolution shall conduct an administrative review to determine whether the matter is appropriate for administration under these Rules.

Acceptance of a case is conditioned upon, among other things:

- receipt of a complete Demand for Arbitration;
- payment of all required filing fees;



- the existence of a valid agreement to arbitrate or the written consent of all parties;
- the absence of any actual or apparent conflict of interest that would impair the Arbitrator's neutrality; and
- the Arbitrator's determination that the matter is appropriate for arbitration.

If a matter is not accepted, the Claimant shall be notified in writing. Porter & Lambert Resolution reserves the right to decline administration of any matter that falls outside the scope of its services or cannot be administered fairly and impartially.

Section 2.5 – Service of Demand

Unless otherwise agreed by the parties or directed by the Arbitrator, the Claimant shall serve the Demand for Arbitration and all supporting documents upon the Respondent.

Service may be accomplished by personal delivery, certified mail, nationally recognized overnight delivery service, or electronic mail when the parties have agreed to electronic service or when the Respondent's email address is known and regularly used for communication.

The Claimant shall certify the manner and date of service.

Section 2.6 – Response by Respondent

Within fourteen (14) calendar days after service of the Demand for Arbitration, the Respondent shall file a written Response.

The Response should include:

1. An admission or denial of the material allegations;
2. Any affirmative defenses;
3. Any jurisdictional objections;
4. Any counterclaims arising out of the same transaction or occurrence, if applicable; and
5. Copies of any documents the Respondent believes are relevant to the dispute.

Failure to submit a timely Response shall not automatically result in an award in favor of the Claimant. The arbitration may proceed, and the Arbitrator may issue any procedural orders deemed appropriate under these Rules and applicable law.

Article III — Administrative Procedures

Section 3.1 – Communications with the Arbitrator

All communications concerning an arbitration shall be made in a manner that ensures fairness to all parties.

Unless otherwise directed by the Arbitrator, communications regarding scheduling, procedural matters, or administrative issues shall include all parties or their authorized representatives. No party shall engage in ex parte communications with the Arbitrator concerning the merits of the dispute.

Administrative communications regarding scheduling, payment of fees, document submission, or other non-substantive matters may be made with the designated administrative staff.

The Arbitrator may issue procedural orders or requests for additional information as necessary to facilitate the efficient administration of the arbitration.

Section 3.2 – Administrative Deadlines

The Arbitrator may establish deadlines for the submission of pleadings, responses, exhibits, witness lists, motions, and any other materials necessary for the orderly administration of the arbitration.

Unless otherwise ordered, all deadlines established by the Arbitrator shall be binding upon the parties.

Upon written request and for good cause shown, the Arbitrator may extend any deadline when doing so will not unfairly prejudice another party or unnecessarily delay the arbitration.

Failure to comply with established deadlines may result in the exclusion of untimely submissions, continuance of proceedings, assessment of costs where appropriate, or any other procedural order deemed necessary to ensure the fair and efficient administration of the arbitration.

Section 3.3 – Scheduling

Following acceptance of the arbitration, the Arbitrator shall confer with the parties to establish appropriate dates for preliminary conferences, submission deadlines, hearings, and other necessary proceedings.

The Arbitrator shall make reasonable efforts to schedule proceedings at times that are mutually convenient for the parties while maintaining the efficient progression of the arbitration.

Hearings may be conducted in person or by approved remote means as provided in these Rules.

Requests to continue or reschedule any hearing or conference shall be submitted in writing as soon as practicable. The Arbitrator may grant or deny such requests after considering the reason for the request, the position of the opposing party, and the interests of justice and administrative efficiency.

Section 3.4 – Amendments to Claims

A Claimant may amend a Demand for Arbitration, and a Respondent may amend any counterclaim or responsive pleading, by written submission prior to the commencement of the arbitration hearing.

After the hearing has commenced, amendments may be permitted only upon leave of the Arbitrator and upon such terms as the Arbitrator considers fair to all parties.

The Arbitrator may permit amendments when they will promote the just resolution of the dispute and will not unfairly prejudice another party or unreasonably delay the proceedings.

Section 3.5 – Consolidation of Cases

The Arbitrator may consolidate two or more arbitration proceedings involving common questions of law or fact when:

- (a) all parties consent in writing; or
- (b) the Arbitrator determines that consolidation will promote efficiency, avoid inconsistent decisions, and will not unfairly prejudice the rights of any party.



Prior to ordering consolidation, the Arbitrator shall provide all affected parties an opportunity to be heard.

Section 3.6 – Withdrawal of Claims

A Claimant may voluntarily withdraw all or part of a claim at any time prior to the issuance of the final arbitration award by submitting written notice to the Arbitrator and all other parties.

Unless otherwise agreed by the parties or ordered by the Arbitrator, withdrawal of a claim shall not automatically result in the refund of any filing fees, administrative fees, hearing fees, or other costs previously incurred.

The Arbitrator may issue any orders necessary to conclude the proceeding, including dismissal of the withdrawn claim or allocation of any remaining administrative matters or costs.

Article IV — The Arbitration Process

Section 4.1 – Preliminary Conference

Following acceptance of the arbitration, the Arbitrator may schedule a preliminary conference with the parties or their authorized representatives. The preliminary conference may be conducted in person, by telephone, or by approved remote means.

The purpose of the preliminary conference is to facilitate the orderly administration of the arbitration, identify the issues in dispute, establish procedural deadlines, discuss scheduling matters, address preliminary evidentiary concerns, and resolve any other administrative or procedural matters necessary to promote an efficient arbitration.

Following the conference, the Arbitrator may issue a Preliminary Scheduling Order setting forth applicable deadlines and hearing dates.

Section 4.2 – Preliminary Orders

At any stage of the arbitration, the Arbitrator may issue written procedural or administrative orders necessary to facilitate the fair, orderly, and efficient administration of the proceeding. Preliminary orders may address, among other matters:

- Scheduling;
- Discovery or exchange of information;
- Submission deadlines;
- Witnesses and exhibits;
- Confidentiality;
- Procedural disputes; and
- Any other matter necessary for the proper administration of the arbitration.

Unless modified by the Arbitrator, all preliminary orders shall remain in effect throughout the arbitration.

Section 4.3 – Exchange of Information/Discovery

The parties are encouraged to voluntarily exchange all non-privileged information, documents, photographs, electronically stored information, and other evidence that may be relevant to the dispute.

The Arbitrator may establish reasonable deadlines governing the exchange of information and may order the production of documents or other materials when appropriate to ensure a fair resolution of the dispute.

Unless otherwise ordered, each party shall supplement its disclosures if it becomes aware of additional information that is material to the arbitration.

The Arbitrator may limit the scope of information exchanged to avoid unnecessary expense, duplication, or delay.

Section 4.4 – Stipulations

The parties are encouraged to stipulate to any undisputed facts, the authenticity of documents, or other matters that may simplify the arbitration.

Any stipulation shall be submitted in writing or placed on the record during the arbitration hearing and shall be binding upon the parties unless otherwise permitted by the Arbitrator. The Arbitrator may encourage additional stipulations whenever doing so will promote the efficient resolution of the dispute.

Section 4.5 – Motions

A party may submit a written motion requesting procedural or administrative relief as permitted by these Rules or as directed by the Arbitrator.

Unless otherwise ordered, any opposing party shall have fourteen (14) calendar days to file a written response.

The Arbitrator may decide a motion based upon the written submissions, request additional briefing, schedule oral argument, or take any other action deemed appropriate.

The filing of a motion shall not automatically stay any deadline or hearing unless expressly ordered by the Arbitrator.

Section 4.6 – Summary Disposition

Upon motion of a party, or upon agreement of all parties, the Arbitrator may dispose of all or part of a claim without an evidentiary hearing if there is no genuine dispute of material fact and the moving party is entitled to relief under the applicable law or the parties' agreement. Prior to granting summary disposition, the Arbitrator shall provide all parties a reasonable opportunity to submit written arguments and supporting evidence.

The Arbitrator may deny summary disposition whenever the interests of fairness or the existence of disputed material facts require an evidentiary hearing.

Article V — Hearings

Section 5.1 – Scheduling

Following completion of the preliminary proceedings, the Arbitrator shall schedule the arbitration hearing after consultation with the parties whenever practicable.

The Arbitrator shall provide written notice of the date, time, location, or virtual meeting information for the hearing. Unless otherwise agreed or ordered, notice shall be provided no fewer than fourteen (14) calendar days before the scheduled hearing.

Requests to continue or reschedule a hearing shall be submitted in writing and will be granted only upon a showing of good cause or as otherwise determined by the Arbitrator.



Section 5.2 – Attendance

Each party shall appear at the arbitration hearing unless excused by the Arbitrator.

A party's failure to appear after receiving proper notice shall not automatically prevent the arbitration from proceeding. The Arbitrator may proceed in the absence of a party and issue an award based upon the evidence presented.

The Arbitrator may excuse a party's attendance for good cause or permit participation by approved remote means.

Section 5.3 – Representation

A party may appear on their own behalf or may be represented by legal counsel or another authorized representative as permitted by applicable law.

Each representative shall file a Notice of Appearance prior to participating in the arbitration and shall provide current contact information to the Arbitrator and all other parties.

The Arbitrator may require any representative to demonstrate their authority to appear on behalf of a party.

Section 5.4 – Witnesses

Each party may present witnesses whose testimony is relevant to the issues submitted for arbitration.

The Arbitrator may administer oaths, examine witnesses, establish reasonable time limitations for testimony, and exclude testimony that is irrelevant, cumulative, unduly repetitive, or otherwise unnecessary to the fair resolution of the dispute.

Witnesses may be excluded from the hearing until called to testify when requested by a party or ordered by the Arbitrator.

Section 5.5 – Evidence

The Arbitrator shall determine the relevance, materiality, reliability, and admissibility of all evidence presented.



The Arbitrator is not required to apply the formal rules of evidence applicable in judicial proceedings but shall admit evidence that is reasonably reliable and probative while excluding evidence that is irrelevant, unduly repetitive, privileged, or otherwise lacking sufficient reliability.

The Arbitrator may receive documentary evidence, photographs, electronic records, demonstrative exhibits, and other forms of evidence commonly relied upon by reasonably prudent persons.

The Arbitrator may request additional evidence whenever necessary to ensure a fair determination of the dispute.

Section 5.6 – Oaths

Before providing testimony, each witness shall affirm or swear that the testimony to be given is truthful to the best of their knowledge and belief.

The Arbitrator is authorized to administer oaths and affirmations during the arbitration proceeding.

Section 5.7 – Interpreters

A party requiring language interpretation shall notify the Arbitrator as soon as practicable before the hearing.

Unless otherwise agreed by the parties or ordered by the Arbitrator, the requesting party shall be responsible for arranging and paying the costs of any interpreter.

The Arbitrator may require an interpreter to affirm that they will provide a complete and impartial interpretation of the proceedings.

Section 5.8 – Record of Proceedings

No stenographic, audio, or video record of the arbitration hearing shall be made unless:

- (a) all parties agree in writing; or
 - (b) the Arbitrator determines that a record is appropriate under the circumstances.
- Unless otherwise agreed, any authorized recording shall become part of the arbitration record and shall be maintained in accordance with these Rules.

Personal recording devices shall not be used during the hearing without the prior approval of the Arbitrator.

Section 5.9 – Order of Proceedings

1. Opening remarks by the Arbitrator
2. Opening statements (if permitted)
3. Claimant's presentation
4. Respondent's presentation
5. Rebuttal evidence (if permitted)
6. Closing statements (if permitted)
7. Closing of the hearing

Section 5.10 – Closing of Hearing

Upon determining that each party has been afforded a reasonable opportunity to present evidence and argument, the Arbitrator shall declare the hearing closed.

The Arbitrator may reopen the hearing prior to issuing the arbitration award if additional evidence or argument is necessary to ensure the fair resolution of the dispute.

Section 5.11 – Waiver of Hearing

The parties may jointly agree to waive an evidentiary hearing and submit the dispute to the Arbitrator for decision based solely upon written submissions, stipulated facts, documentary evidence, or other materials approved by the Arbitrator.

The Arbitrator may approve such a request upon determining that a hearing is unnecessary to fairly resolve the dispute.

A waiver of hearing shall not affect the binding nature of the arbitration award.

Article VI — Virtual Hearings

Section 6.1 – Virtual Hearing Platform

The Arbitrator may conduct any conference, hearing, or other proceeding by videoconference or other approved remote communication platform when appropriate under the circumstances or upon agreement of the parties.

The Notice of Hearing shall specify the platform to be used and provide any necessary instructions for participation.

Section 6.2 – Technology Requirements

Each party is responsible for ensuring access to reliable internet service and equipment capable of participating in a virtual hearing, including:

- A computer, tablet, or smartphone with audio and video capability;
- A stable internet connection;
- A functioning microphone and speaker or headset; and
- Any software or applications identified in the Notice of Hearing.

Each participant should test their equipment prior to the hearing to minimize technical difficulties.

Section 6.3 – Identity Verification

Prior to the commencement of the hearing, the Arbitrator may require each participant to verify their identity through a government-issued photo identification or other reasonable means.

The Arbitrator may also require participants to identify all individuals present in the room and may request a visual scan of the hearing location to ensure compliance with these Rules.

No person may observe or participate in the hearing unless authorized by the Arbitrator.

Section 6.4 – Electronic Exhibits

Unless otherwise directed, all exhibits shall be exchanged electronically prior to the hearing in accordance with any deadlines established by the Arbitrator.

The Arbitrator may establish procedures governing the format, numbering, organization, and submission of electronic exhibits to promote an orderly presentation of evidence.

Additional exhibits submitted during the hearing may be accepted only with the permission of the Arbitrator.

Section 6.5 – Confidentiality During Remote Hearings

All participants shall take reasonable steps to preserve the confidentiality of the arbitration while participating remotely.

Each participant shall participate from a private location that minimizes interruptions and prevents unauthorized persons from observing or overhearing the proceedings.

The Arbitrator may suspend or terminate the hearing if confidentiality cannot be reasonably maintained.

Section 6.6 – Recording Prohibition

Except as expressly authorized by the Arbitrator, no party, representative, witness, or observer shall record, photograph, livestream, broadcast, or otherwise capture any portion of a virtual hearing.

This prohibition applies to audio recordings, video recordings, screenshots, screen recordings, and any other method of reproducing the proceedings.

Unauthorized recording may result in sanctions or any other relief deemed appropriate by the Arbitrator.

Section 6.7 – Technical Interruptions

If technical difficulties interfere with the fairness or orderly administration of the hearing, the Arbitrator may temporarily recess, continue, reschedule, or otherwise modify the proceedings as necessary.



No party shall be prejudiced solely because of an unexpected technological interruption beyond that party's reasonable control.

The Arbitrator shall determine whether the hearing may continue after considering the nature and extent of the interruption.

Section 6.8 – Private Hearing Location

Each participant shall attend the virtual hearing from a quiet, private location free from unnecessary distractions.

Unless authorized by the Arbitrator, participants shall not receive assistance, coaching, or communications from any person while testimony is being given.

The Arbitrator may require participants to keep their cameras activated throughout the hearing unless otherwise directed.

Section 6.9 – Electronic Signatures

Electronic signatures shall be deemed valid for all documents submitted during the arbitration to the fullest extent permitted by applicable law.

Documents executed electronically shall have the same force and effect as documents bearing original handwritten signatures unless otherwise required by law or ordered by the Arbitrator.

Section 6.10 – Professional Conduct

All participants shall conduct themselves in a respectful and professional manner. Participants should dress appropriately, remain attentive, refrain from engaging in distracting activities, and comply with all instructions of the Arbitrator throughout the proceeding.

Article VII — Award

Section 7.1 – Time for Issuing Award

Following the close of the arbitration hearing, or the submission of all post-hearing materials authorized by the Arbitrator, the Arbitrator shall deliberate and prepare a written Arbitration Award.

Unless otherwise agreed by the parties or circumstances reasonably require additional time, the Arbitrator will generally issue the Arbitration Award within thirty (30) calendar days after the hearing has been declared closed.

The Arbitrator may extend the time for issuing the Award when necessary to fairly consider the evidence, resolve procedural matters, or prepare a complete written decision.

Section 7.2 – Form of Award

The Arbitration Award shall be in writing and signed by the Arbitrator.

Unless otherwise required by law or agreed upon by the parties, the Award shall include:

1. The name of the Arbitrator;
2. The names of the parties;
3. The date of the Award;
4. A brief description of the claims submitted for arbitration;
5. The Arbitrator's decision regarding the relief awarded or denied; and
6. Any allocation of arbitration fees or costs, if applicable.

The Arbitrator may, in their discretion, include a summary of the factual findings and reasoning supporting the Award.

Section 7.3 – Interim Awards

When necessary to facilitate the fair and efficient resolution of the arbitration, the Arbitrator may issue interim or provisional awards addressing discrete issues before the issuance of the final Arbitration Award.

An interim award shall remain effective according to its terms unless modified by the Arbitrator or superseded by the final Arbitration Award.

Section 7.4 – Partial Awards

When the parties submit separate issues for determination, or when resolution of one issue may materially advance the arbitration, the Arbitrator may issue a Partial Award resolving fewer than all claims presented.

Unless expressly stated otherwise, a Partial Award shall be binding with respect to the matters decided therein.

The issuance of a Partial Award shall not terminate the arbitration unless all claims have been resolved.

Section 7.5 – Correction of Clerical Errors

Within fourteen (14) calendar days after delivery of the Arbitration Award, a party may submit a written request identifying any clerical, typographical, computational, or other obvious administrative error contained in the Award.

The Arbitrator may correct such errors upon determining that the requested correction does not alter the substantive merits of the decision.

Nothing in this section authorizes reconsideration of the Arbitrator's factual findings, legal conclusions, or exercise of discretion.

Section 7.6 – Delivery of Award

The Arbitration Award shall be delivered to each party or their authorized representative by electronic mail, certified mail, or any other method directed by the Arbitrator.

Unless otherwise required by law, the Award shall be deemed delivered on the date it is transmitted electronically or deposited with the applicable delivery service.

The Arbitration Award shall become final upon delivery, subject only to any corrections permitted under these Rules and any rights provided by applicable law.

The Arbitrator shall retain a copy of the Award and the arbitration record for the period required by applicable law or the Arbitrator's record retention policy.

Article VIII — Post-Award Matters

The Arbitrator's authority generally concludes upon the issuance of the final Arbitration Award, except as otherwise provided in these Rules or by applicable law.

Section 8.1 – Enforcement

A final Arbitration Award issued pursuant to these Rules shall be binding upon the parties.

Any party seeking to enforce an Arbitration Award may pursue such relief as is authorized under the Georgia Arbitration Code or other applicable law.

The Arbitrator shall have no responsibility for enforcing an Arbitration Award after it has been issued.

Section 8.2 – Confirmation

Any party may apply to a court of competent jurisdiction to confirm the Arbitration Award in accordance with the Georgia Arbitration Code and other applicable law.

Unless otherwise provided by law, the confirmation of an Arbitration Award shall be governed exclusively by the procedures established by the applicable court.

Section 8.3 – Correction

Nothing in these Rules limits a party's right to seek correction of an Arbitration Award as permitted by applicable law.

Any request made directly to the Arbitrator shall be limited to the correction of clerical, typographical, computational, or other non-substantive errors as provided in Article VII.

Requests seeking reconsideration of the merits of the Award shall not be considered by the Arbitrator.

Section 8.4 – Modification

The Arbitrator shall not modify, reconsider, or amend the substantive findings or conclusions contained in a final Arbitration Award except as expressly permitted by applicable law or these Rules.



Any request seeking modification or vacatur of an Arbitration Award shall be pursued through the appropriate judicial procedures established by applicable law.

Section 8.5 – Applicable Law

All post-award proceedings, including confirmation, enforcement, correction, modification, vacatur, and any other judicial review of an Arbitration Award, shall be governed by the Georgia Arbitration Code and any other applicable federal or state law.

To the extent these Rules conflict with mandatory provisions of applicable law governing post-award proceedings, applicable law shall control.

Article IX — Ethics & Conduct

Section 9.1 – Impartiality

The Arbitrator shall remain impartial throughout the arbitration and shall decide every matter fairly, objectively, and without favoritism toward any party.

The Arbitrator shall not permit personal relationships, financial interests, prior associations, public opinion, or any other improper influence to affect the conduct or outcome of the arbitration.

Each party shall be afforded a full and fair opportunity to present its case in accordance with these Rules.

Section 9.2 – Disclosure of Conflicts

Prior to accepting an appointment, and throughout the arbitration if necessary, the Arbitrator shall disclose any known facts or circumstances that could reasonably create an appearance of bias, partiality, or a conflict of interest.

Upon disclosure, the parties may mutually agree in writing to waive the disclosed conflict and continue with the arbitration. If the conflict cannot be appropriately waived, the Arbitrator shall decline or withdraw from the matter.

The Arbitrator has a continuing duty to disclose any conflict or potential conflict that becomes known during the arbitration.

Section 9.3 – Equal Treatment of Parties

The Arbitrator shall provide each party a fair and equal opportunity to present evidence, examine witnesses, make arguments, and respond to the opposing party's position.

Procedural rulings shall be made consistently and without preference to any party.

Reasonable accommodations may be made when necessary to ensure that each party is able to meaningfully participate in the arbitration.

Section 9.4 – Professional Conduct

All participants, including parties, representatives, witnesses, and observers, shall conduct themselves in a respectful and professional manner throughout the arbitration.

Disruptive behavior, abusive language, intimidation, harassment, or conduct that interferes with the orderly administration of the arbitration shall not be permitted.

The Arbitrator may take appropriate action to maintain order and decorum during any conference or hearing.

Section 9.5 – Good Faith Participation

The parties shall participate in the arbitration honestly, cooperatively, and in good faith. No party shall knowingly submit false evidence, intentionally misrepresent material facts, conceal required information, or engage in conduct intended solely to delay, obstruct, or increase the cost of the arbitration.

The Arbitrator may consider a party's conduct when exercising procedural discretion or allocating arbitration costs where permitted by applicable law.

Section 9.7 – Ex Parte Communications

Except as expressly authorized by these Rules or permitted for administrative purposes, no party or representative shall communicate with the Arbitrator concerning the merits of the dispute outside the presence or knowledge of the opposing party.



Administrative communications relating solely to scheduling, logistics, payment of fees, or other non-substantive matters may occur provided they do not address the merits of the dispute.

If an improper ex parte communication occurs, the Arbitrator shall promptly disclose the communication to all parties and take any action deemed appropriate to preserve the fairness and integrity of the arbitration.

Section 9.8 – Disqualification of Arbitrator

The Arbitrator shall withdraw from the arbitration whenever the Arbitrator determines that impartiality or independence cannot reasonably be maintained or when disqualification is otherwise required by applicable law.

A party seeking disqualification of the Arbitrator shall submit a written request identifying the factual basis for the request as soon as practicable after becoming aware of the alleged grounds for disqualification.

The Arbitrator shall determine whether recusal is appropriate or, when required by applicable law, shall withdraw from the matter.

A request for disqualification shall not automatically stay the arbitration unless the Arbitrator determines that a temporary suspension is necessary to ensure the fair administration of the proceeding.

Article X — Confidentiality & Privacy

Section 10.1 – Confidentiality

The arbitration proceeding, including all filings, testimony, exhibits, communications, orders, and Arbitration Awards, shall be treated as confidential by the parties, their representatives, witnesses, and the Arbitrator unless disclosure is required by law, necessary to enforce or challenge an Arbitration Award, or authorized by written agreement of all parties.

The Arbitrator may issue additional confidentiality orders when necessary to protect sensitive information or preserve the integrity of the arbitration process.

Section 10.2 – Privacy

The parties, their representatives, and the Arbitrator shall take reasonable measures to protect personal, financial, medical, employment, and other sensitive information disclosed during the arbitration.

Information obtained through the arbitration shall be used solely for purposes reasonably related to the arbitration proceeding and shall not be used for unrelated business, personal, or competitive purposes.

Section 10.3 – Proprietary Information

Upon request of a party or upon the Arbitrator's own initiative, the Arbitrator may issue protective orders concerning trade secrets, proprietary business information, confidential commercial information, intellectual property, or other sensitive materials.

The Arbitrator may limit disclosure, restrict access, require redaction, or impose other reasonable safeguards necessary to protect such information while ensuring a fair opportunity for all parties to present their case.

Section 10.4 – Storage and Retention of Records

The Arbitrator may maintain arbitration records in electronic, physical, or other secure formats.



Arbitration records shall be retained for a reasonable period of time following the issuance of the final Arbitration Award and may thereafter be securely destroyed in accordance with the Arbitrator's record retention policies.

Unless otherwise required by law, the Arbitrator shall have no obligation to maintain records indefinitely.

Requests for copies of records must be submitted in writing and may be subject to reasonable administrative fees.

Article XI — Fees & Costs

Section 11.1 – Filing Fee

Every Demand for Arbitration shall be accompanied by the filing fee established in the current Arbitration Fee Schedule.

Unless otherwise authorized by the Arbitrator, the filing fee shall be paid within thirty (30) calendar days after submission of the Demand for Arbitration. The filing fee is non-refundable except as expressly provided in the Arbitration Fee Schedule or required by applicable law.

The filing fee covers the administrative processing of the arbitration and does not include hearing fees, administrative fees, or any other costs associated with the arbitration proceeding.

Section 11.2 – Hearing Fees

Hearing fees shall be assessed in accordance with the current Arbitration Fee Schedule. Unless otherwise agreed by the parties or ordered by the Arbitrator, hearing fees shall be divided equally among the parties and shall be paid in full before the commencement of the arbitration hearing.

No arbitration hearing shall proceed until all required hearing fees have been received unless the Arbitrator determines otherwise.

Section 11.3 – Administrative Fees

Administrative fees may be assessed for hearing administration, scheduling, rescheduling, continuances, document management, or other administrative services identified in the Arbitration Fee Schedule.

Administrative fees shall be due as specified by the Arbitrator or the applicable Fee Schedule.

Section 11.4 – Cancellation, Continuance & Rescheduling

All requests to cancel, continue, or reschedule a hearing, conference, or other scheduled proceeding must be submitted in writing.

Cancellation, continuance, and rescheduling fees shall be assessed in accordance with the current Arbitration Fee Schedule.

Unless otherwise determined by the Arbitrator:

- Requests received more than twenty-one (21) calendar days before the scheduled hearing shall not incur a cancellation fee.
- Requests received between twenty-one (21) and seven (7) calendar days before the scheduled hearing shall be assessed the applicable minimum hearing fees and administrative fees set forth in the Arbitration Fee Schedule.
- Requests received fewer than seven (7) calendar days before the scheduled hearing shall be assessed the applicable cancellation fees, minimum hearing fees, and administrative fees set forth in the Arbitration Fee Schedule.
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The Arbitrator may waive or modify cancellation fees in extraordinary circumstances, including serious illness, emergencies, or other circumstances beyond a party's reasonable control.

Nothing in this section prevents the parties from jointly requesting a continuance, which may be granted or denied in the Arbitrator's discretion.

If the Arbitrator must cancel or reschedule a hearing due to illness, emergency, or other unforeseen circumstances, any prepaid hearing or administrative fees attributable to the affected hearing date shall either be refunded or credited toward the rescheduled hearing, at the parties' election.

Section 11.5 – Deposits

The Arbitrator may require one or more advance deposits to cover anticipated hearing fees, administrative fees, or other expected costs associated with the arbitration.

Deposits shall be applied toward the final costs of the arbitration.

If additional deposits become necessary due to the complexity, duration, or scope of the arbitration, the Arbitrator may require supplemental deposits before proceeding further.

Any unused portion of a deposit shall be refunded following the conclusion of the arbitration after all outstanding fees and costs have been satisfied.

Section 11.6 – Nonpayment

Failure to timely pay any required fee, deposit, or administrative charge may result in the suspension, postponement, administrative closure, or dismissal of the arbitration, or any other action deemed appropriate by the Arbitrator.

The Arbitrator reserves the right to withhold the issuance and delivery of the final Arbitration Award until all outstanding fees, deposits, and administrative costs have been paid in full.

Nothing contained herein shall prevent the Arbitrator from exercising discretion to allow additional time for payment when appropriate under the circumstances.

Section 11.7 – Allocation of Costs

Unless otherwise required by law or agreed by the parties, each party shall initially be responsible for its own attorney's fees, expert fees, witness expenses, travel expenses, and other costs incurred in preparing and presenting its case.

Unless otherwise agreed by the parties or ordered by the Arbitrator, arbitration fees and administrative fees shall be shared equally among the parties.

The Arbitrator may allocate arbitration fees and administrative costs differently in the final Arbitration Award when authorized by the parties' arbitration agreement, these Rules, or applicable law.

The allocation of costs shall be stated in the Arbitration Award when applicable.

Article XII — Special Provisions

Section 12.1 – Settlement

The parties are encouraged to explore settlement at any stage of the arbitration.

The Arbitrator may suspend proceedings for a reasonable period to permit settlement discussions upon the request of the parties or upon the Arbitrator's determination that settlement discussions may be productive.

If the parties reach a settlement prior to the issuance of a final Arbitration Award, they shall promptly notify the Arbitrator in writing. Upon request of the parties and where permitted by applicable law, the Arbitrator may incorporate the terms of the settlement into a consent award.

Section 12.2 – Limited Award Arbitration

When agreed to in writing by all parties before the commencement of the arbitration hearing, the Arbitrator may issue a limited or streamlined Arbitration Award.

A Limited Award may consist of a determination of liability, damages, or other issues without detailed findings of fact or conclusions of law unless otherwise required by applicable law or requested by the parties.

Unless otherwise agreed, a Limited Award shall have the same force and effect as any other Arbitration Award issued pursuant to these Rules.

Section 12.3 – Employee Matters

These Rules may be used to administer employment-related disputes only to the extent permitted by applicable federal and state law and any enforceable arbitration agreement between the parties.

Nothing contained in these Rules shall expand, limit, or modify any statutory rights or remedies available under applicable employment laws.

The Arbitrator may decline appointment in any employment matter if the Arbitrator determines that the dispute is outside the scope of the Arbitrator's practice or experience.

Section 12.4 – Emergency Relief

Prior to the appointment of the Arbitrator, nothing contained in these Rules prevents any party from seeking temporary or emergency relief from a court of competent jurisdiction when authorized by law or necessary to preserve rights pending arbitration.

After appointment, the Arbitrator may consider requests for interim procedural relief to the extent authorized by the parties' arbitration agreement and applicable law.

Nothing in this section shall be construed as expanding the Arbitrator's authority beyond that provided by applicable law or the parties' arbitration agreement.

Section 12.5 – Waiver

A party who proceeds with the arbitration knowing that a provision of these Rules or a procedural requirement has not been complied with, and who fails to timely object, may be deemed to have waived the objection.

No waiver of any provision of these Rules shall constitute a continuing waiver of any other provision or future requirement.

Section 12.6 – Sanctions

The Arbitrator may impose reasonable procedural sanctions when necessary to preserve the fairness, integrity, and efficient administration of the arbitration.

Sanctions may include, where appropriate:

- Exclusion of untimely evidence or witnesses;
- Drawing reasonable adverse inferences from a party's failure to comply with these Rules or an order of the Arbitrator;
- Assessment of administrative costs as authorized by applicable law or the parties' agreement; or
- Any other procedural remedy reasonably necessary to address misconduct or noncompliance.

Any sanction imposed shall be proportionate to the conduct at issue and consistent with applicable law.



Section 12.7 – Miscellaneous

These Rules shall be interpreted to promote the fair, efficient, impartial, and cost-effective resolution of disputes.

If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

The failure of the Arbitrator to strictly enforce any provision of these Rules in one proceeding shall not constitute a waiver of that provision in any subsequent proceeding.

These Rules may be amended from time to time by the Arbitrator. Unless otherwise agreed by the parties, the version of the Rules in effect on the date the Demand for Arbitration is filed shall govern the arbitration.