



JUDICIAL WORKPLACE ARBITRATIONS, INC.

ARBITRATION RULES

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RULE 1. DEFINITIONS

In these Rules:

- (a) “JWA” means Judicial Workplace Arbitrations, Inc.;
- (b) “JWA personnel” means any owner, officer, employee, agent, contractor, or representative of JWA;
- (c) “case administrator” means the JWA personnel assigned to administer the arbitration on behalf of JWA;
- (d) “party” means any claimant, respondent, or joined party in the arbitration, and includes, as applicable, that party’s counsel or representative;
- (e) “arbitrator” means the individual or individuals selected to conduct the arbitration, and includes, as applicable, the arbitration panel;
- (f) “arbitration panel” means the body of two or more individuals selected to conduct the arbitration;
- (g) “special arbitrator” means the individual selected solely to hear and decide a challenge to the continued service of an arbitrator;
- (h) “conference” means any proceeding, including a hearing, at which the arbitrator and the parties address matters regarding the arbitration prior to the final hearing;
- (i) “final hearing” means the proceeding at which the parties present evidence and argument on the merits of the claim or dispute before the arbitrator;
- (j) “calendar day” means every day of the calendar year; and
- (k) “business day” means every day other than a Saturday, Sunday, or a day designated as a Texas state holiday or federal holiday.

RULE 2. APPLICABLE RULES

- (a) **JWA Rules.** These Rules shall govern arbitrations administered by JWA. The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration by JWA. JWA may amend these Rules at any time without notice.
- (b) **Texas Rules of Civil Procedure.** The Texas Rules of Civil Procedure are hereby incorporated by reference and shall govern arbitrations administered by JWA except to the extent they are inconsistent with these Rules. For the purposes of their interpretation, application, and enforcement, any provision or term in the Texas Rules of Civil Procedure that is inherently judicial in nature shall be interpreted, to the extent practicable, to adapt to arbitrations administered by JWA.
- (c) **Texas Rules of Evidence.** The Texas Rules of Evidence are hereby incorporated by reference and shall govern arbitrations administered by JWA except to the extent they are inconsistent with these Rules. For the purposes of their interpretation, application, and enforcement, any provision

or term in the Texas Rules of Evidence that is inherently judicial in nature shall be interpreted, to the extent practicable, to adapt to arbitrations administered by JWA.

- (d) Party-Agreed Rules.** The parties may agree to modify or supplement these Rules, provided such modifications or supplements are consistent with applicable law. The parties shall promptly notify and provide JWA with such agreed-upon rules in writing. Any modifications or supplements specified in the arbitration agreement shall govern arbitrations administered by JWA.

RULE 3. FILING AND SERVING DOCUMENTS

- (a) Method.** All documents to be filed with JWA shall be sent by email to admin@jwarbitrations.com, or, if a case administrator has been assigned to the case, to the email address of that case administrator. All documents sent to JWA from a party shall be served on all other parties unless JWA or these Rules permit otherwise. All documents to be served on a party shall be sent by email or mail to the last known address of that party.
- (b) Timing.** A document filed with JWA or served on a party by 11:59 p.m. Central Time shall be deemed filed on that date.

RULE 4. COMMENCEMENT

- (a) Filing Requirements.** The claimant shall commence a case for arbitration by filing with JWA:

- (1) a Demand for Arbitration using the form prescribed by JWA, which shall include:
 - (A) the name and address, and if known, the phone number and email address of each party;
 - (B) the name and address, and if known, the phone number and email address of any known counsel or representative of each party;
 - (C) a brief statement of the nature of the claim or dispute, and if known, the amount in controversy and other relief sought; and
 - (D) the location of the final hearing as requested by the claimant or as specified in the arbitration agreement;
- (2) evidence that the Demand for Arbitration was served on all other parties;
- (3) a pleading in accordance with the Texas Rules of Civil Procedure; and
- (4) either:
 - (A) a pre-dispute arbitration agreement fully executed by the parties specifying administration by JWA or use of JWA rules, if available;
 - (B) a post-dispute arbitration agreement fully executed by the parties specifying administration by JWA or use of JWA rules; or
 - (C) a copy of a court order compelling arbitration to be administered by JWA.

- (b) **Filing Requirements Not Satisfied.** If the requirements of Rule 4(a) are not satisfied, the case shall be deemed not to have been properly filed. Such a case may be refiled, or the claimant may provide additional information to satisfy such requirements.
- (c) **Invoice for Fees.** Upon satisfying the requirements of Rule 4(a), JWA shall issue an invoice for the applicable fees to the party or parties responsible for payment.

RULE 5. ARBITRATOR

- (a) **Roster.** JWA shall maintain its roster of arbitrators, containing the name and biography or résumé of each individual, on its website at www.jwarbitrations.com.
- (b) **Number.** If the arbitration agreement does not specify the number of arbitrators, the arbitration shall be conducted by one arbitrator.
- (c) **Selection.**
- (1) **Agreement of Parties.** The parties may select an arbitrator from JWA's roster of arbitrators by written agreement. The parties shall notify JWA in writing of such an agreement prior to the issuance of the strike list.
- (2) **Strike List.** If an arbitrator has not been selected by written agreement of the parties, the arbitrator shall be selected as follows:
- (A) JWA shall send the parties a strike list containing names from its roster of arbitrators. Each party shall be entitled to the same number of strikes to remove names from the strike list. JWA shall determine the number of names included on the strike list and the number of strikes to maximize the likelihood that, after all strikes are applied, the number of remaining names will equal the number of arbitrators required. JWA may add or replace any or all of the names on the strike list at any time before all parties have returned their completed strike list.
- (B) The parties shall return their completed strike list to JWA within fourteen calendar days of the date JWA sent the strike list to the parties. If a party fails to return a completed strike list within this deadline, that party shall be deemed to have accepted all of the names listed. The parties are not required to exchange strike lists.
- (C) After all strikes are applied, if the number of remaining names:
- (i) equals the number of arbitrators required, that individual or those individuals shall be selected; or
- (ii) exceeds the number of arbitrators required, JWA shall select the individual or individuals from among the remaining names on the completed strike lists returned by the parties.
- (D) Parties that are aligned regarding the issues in dispute shall be treated as one party for the purpose of the strike lists. JWA shall determine whether parties are aligned and shall consider whether the parties have the same counsel or representative and are presenting joint or separate positions at the final hearing.

- (3) Notice of Selection.** JWA shall promptly notify each individual of his or her selection as the arbitrator, along with the arbitrator's initial disclosures form, the arbitrator's oath form, the pleadings on file, and the parties' preliminary witness lists.
- (d) Oath.** Each arbitrator and special arbitrator shall take the oath as prescribed by JWA prior to the beginning of service.
- (e) Removal.**
- (1) Grounds.** Grounds for a challenge to the continued service of an arbitrator shall be any grounds for disqualification or recusal prescribed by the Texas Rules of Civil Procedure or the Texas Constitution.
- (2) Challenge.** A party may seek to remove an arbitrator by filing with JWA and serving on all other parties a challenge to the continued service of the arbitrator.
- (A) Content.** The challenge shall be in writing, assert one or more grounds for a challenge to the continued service of an arbitrator, and detail any relevant facts.
- (B) Timing.** A challenge shall not be filed later than the fourteenth calendar day of the date:
- (i) JWA sends the arbitrator's completed initial disclosures to the parties; or
 - (ii) new information becomes known that constitutes grounds for a challenge to the continued service of the arbitrator.
- (C) Objection of a Party.** Any party opposed to the challenge may file with JWA and serve on every other party a response within seven calendar days of the date of service of the challenge.
- (D) Selection of Special Arbitrator.** JWA shall promptly select one special arbitrator to hear and decide the challenge. The special arbitrator shall not be an arbitrator serving on the case. JWA shall promptly notify the individual of his or her selection as the special arbitrator, along with the special arbitrator's initial disclosures form, the special arbitrator's oath form, the challenge, and any responses.
- (E) Conference.** A conference shall be conducted as promptly as practicable to hear the challenge.
- (F) Decision.** The special arbitrator shall issue an order sustaining or overruling the challenge. If the challenge is sustained, the arbitrator subject to the challenge shall be removed and the position shall be deemed vacant. The decision of the special arbitrator shall be final.
- (f) Vacancies.** If an arbitrator is unable or unwilling to perform the duties of the arbitrator, JWA shall declare the position vacant. Vacancies shall be filled in accordance with Rule 5(c).
- (g) Compensation and Reimbursement for Expenses.** The arbitrator's compensation and reimbursement for expenses shall be paid in accordance with the fee schedule on JWA's website at www.jwarbitrations.com. The fee schedule in effect as of the date the case was filed with JWA

shall apply for all compensation and reimbursement for expenses paid during the administration of that case.

RULE 6. ARBITRATION PANEL

- (a) **Designation of Chairperson.** The chairperson of the arbitration panel, if applicable, shall be designated by written agreement of the parties from among the arbitrators of the arbitration panel. The parties shall notify JWA in writing of such an agreement within three business days of the date JWA notifies the parties of the selection of the arbitration panel. If the parties fail to notify JWA of such an agreement by this deadline, or if they are unable to agree on which arbitrator to designate and so inform JWA by this deadline, JWA shall designate the chairperson from among the arbitrators of the arbitration panel.
- (b) **Decisions.** All decisions and orders issued shall be made by at least a majority of the arbitration panel. The chairperson of the arbitration panel may act alone to determine and issue orders on matters that may arise prior to the final hearing if all parties and all arbitrators of the arbitration panel agree. All decisions and orders issued during the final hearing and the award shall be made by at least a majority of the arbitration panel.

RULE 7. COMMUNICATIONS

- (a) **Ex Parte.** A party and the arbitrator shall not communicate ex parte regarding the arbitration.
- (b) **Communications Through JWA.** All communications between the parties and the arbitrator shall be sent by email to the email address of the case administrator assigned to the case, who shall promptly transmit such communications to the intended recipient.
- (c) **Simultaneous Communication with Parties.** All communication sent to JWA from a party shall be copied to all other parties unless JWA or these Rules permit otherwise. JWA may initiate administrative communications with the parties jointly or separately.
- (d) **Noncompliance.** If a party fails to comply with this Rule, JWA or the arbitrator may decline to act on the content in the communication and request that it be sent in compliance with this Rule.

RULE 8. PRELIMINARY WITNESS LISTS AND DISCLOSURES

- (a) **Preliminary Witness Lists.** Upon the selection of the arbitrator, JWA shall request from the parties a preliminary witness list containing the names of individuals whom the parties may call as witnesses at the final hearing. The parties shall file with JWA and serve on all other parties their preliminary witness list within fourteen calendar days of the date JWA sends the request.
- (b) **Disclosures.**

 - (1) **Mandatory Disclosures.** Each arbitrator and special arbitrator shall file with JWA, and each party shall file with JWA and serve on all other parties, disclosures regarding any circumstance likely to give rise to justifiable doubt as to the arbitrator's or special arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties and their counsel or representatives. This obligation shall continue throughout the arbitration of the case, and such disclosures shall be supplemented as new circumstances or information become known.

- (2) **Initial Disclosures.** JWA shall request that each arbitrator, special arbitrator, and party complete initial disclosures using the form prescribed by JWA. Each arbitrator and special arbitrator shall file with JWA, and each party shall file with JWA and serve on all other parties, their completed initial disclosures within fourteen calendar days of the date JWA sends the request and the initial disclosures form.
- (3) **Transmission of Disclosures.** JWA shall send all received disclosures to the arbitrator, special arbitrator, and parties.
- (c) **Noncompliance.** If a party fails to comply with this Rule, that party shall be deemed to waive its right to seek to remove an arbitrator by a challenge to the continued service of an arbitrator.

RULE 9. CONFERENCES

(a) Preliminary Conference.

- (1) **Scheduling.** A preliminary conference shall be conducted within forty-five calendar days of the date JWA receives the arbitrator's and all parties' completed initial disclosures.
- (2) **Subject Matters.** The preliminary conference may address any matter the arbitrator or the parties deem necessary, including, but not limited to:
- (A) the inclusion of all appropriate parties;
 - (B) clarification of issues, claims, and defenses;
 - (C) the possibility of settlement or mediation;
 - (D) scheduling of additional conferences and the final hearing,
 - (E) exchange of information, discovery, exhibits, motions, and briefs;
 - (F) pre-hearing submissions;
 - (G) the production of documents;
 - (H) the attendance of witnesses;
 - (I) the form of the award; and
 - (J) the applicable rules.
- (b) **Additional Conferences.** Additional conferences may be conducted at the request of a party and shall be conducted at the direction of the arbitrator.
- (c) **Method.** All conferences shall be conducted by videoconference unless the arbitrator and JWA permit an alternative method.

RULE 10. SCHEDULING ORDER

- (a) Requirement.** A scheduling order shall be required for each case, setting forth the dates, deadlines, and details for all necessary matters regarding the arbitration.
- (b) Submission of Proposed Order.** JWA shall request that the parties prepare a proposed agreed scheduling order for the arbitrator's consideration prior to the preliminary conference. The parties shall make a good-faith effort to confer with each other to prepare a proposed agreed scheduling order and file it with JWA no later than the fifth calendar day prior to the date of the preliminary conference. If the parties fail to file a proposed agreed scheduling order by this deadline, or if they are unable to agree on one and so inform JWA by this deadline, the arbitrator, after consulting with the parties that appeared at the preliminary conference, shall issue a scheduling order.

RULE 11. FINAL HEARING

- (a) Location and Method.** The final hearing shall be conducted in person unless the parties agree to conduct it by videoconference. If the final hearing is conducted in person, it shall be conducted at a location that is within fifty miles of the claimant's residence at the time the claim or dispute arose, or, if the claimant resides outside the State of Texas, within fifty miles of where the claim or dispute arose, unless the parties agree otherwise.
- (b) Close.** The close of the final hearing shall be the later of:
 - (1) the last day of the final hearing; or
 - (2) the deadline for submission of post-hearing briefs or evidence as directed by the arbitrator.

RULE 12. AWARD

- (a) Timing.** The award shall be issued within sixty calendar days of the date of the close of the final hearing. The arbitrator shall file the award with JWA for issuance to the parties.
- (b) Form.** The award shall be in writing, contain the reasons for the decision, and be signed by the arbitrator unless the parties agree otherwise.

RULE 13. RECORD AND INTERPRETERS

- (a) Record.** Any party may arrange to have a record of a conference or the final hearing. That party shall make the necessary arrangements with a reporter or electronic service, pay the associated costs, and notify the arbitrator through JWA and all other parties of such arrangements at least seven calendar days prior to the date of the conference or final hearing. Unless all parties agree to share the cost, or the party arranging for the record agrees to provide it to the arbitrator and all other parties at no cost, the record shall not be made available to the arbitrator or any other party and may not be used in the conference or final hearing. No other method of recording the final hearing shall be permitted except by written agreement of the parties.
- (b) Interpreters.** Any party may, and a party shall if necessary for that party or that party's witness to effectively participate, arrange to have an interpreter at a conference or the final hearing. That party shall make the necessary arrangements, pay the associated costs, and notify the arbitrator

through JWA and all other parties of such arrangements at least seven calendar days prior to the date of the conference or final hearing.

RULE 14. TESTIMONY OF ARBITRATOR, JWA, AND PERSONNEL PROHIBITED

A party shall not call the arbitrator, JWA, or any current or former JWA personnel as a witness in any pending or subsequent arbitration, litigation, or other proceeding involving the parties or regarding the claim or dispute of the case. The arbitrator, JWA, and any current or former JWA personnel shall be deemed incompetent to and shall not testify as a witness in any such proceeding.

RULE 15. FEES

The fees shall be paid in accordance with the fee schedule on JWA's website at www.jwarbitrations.com. The fee schedule in effect as of the date the case was filed with JWA shall apply for all fees charged during the administration of that case. Parties that are aligned regarding the issues in dispute shall be treated as one party for the purpose of the assessment of fees. JWA shall determine whether parties are aligned and shall consider whether the parties have the same counsel or representative and are presenting joint or separate positions at the final hearing.

RULE 16. EXTENSION OF DEADLINE

JWA may extend any deadline established by these Rules on a showing of good cause. If the last day to perform an act that is required by these Rules falls on a Saturday, Sunday, or a day designated as a Texas state holiday or federal holiday, the deadline automatically extends to and includes the next day that is not a Saturday, Sunday, or a day designated as a Texas state holiday or federal holiday.

RULE 17. INTERPRETATION, APPLICATION, AND ENFORCEMENT OF RULES

- (a) Authority of JWA.** JWA shall have the exclusive authority to make determinations regarding the interpretation, application, and enforcement of these Rules as they relate to the administrative management or operation of the arbitration. Such determinations by JWA shall be final.
- (b) Authority of the Arbitrator.** The arbitrator shall have the authority to make determinations regarding the interpretation, application, and enforcement of these Rules as they relate to the conduct and procedure of the arbitration proceedings. Such determinations by the arbitrator shall be final.
- (c) Authority of the Special Arbitrator.** The special arbitrator shall have the authority to make determinations regarding the interpretation, application, and enforcement of these Rules as necessary to hear and decide a challenge to the continued service of an arbitrator. Such determinations by the special arbitrator shall be final.

RULE 18. ADMINISTRATIVE SUSPENSION, TERMINATION, OR DECLINATION

JWA may suspend, terminate, or decline to administer the arbitration of a case if a party fails to comply with these Rules, a directive of JWA, an order of the arbitrator or special arbitrator, or a determination regarding the interpretation, application, and enforcement of these Rules.