

## **RULES OF PROCEDURE FOR ARBITRATIONS**

These Rules of Procedure for Arbitrations (hereinafter “Rules”) are promulgated and shall be interpreted to promote an expeditious, fair and unbiased resolution of disputes submitted to Perry Dampf Dispute Solutions (hereinafter “PDDS”) for arbitration.

### **Rule 1: Applicable Rules**

- a. The Rules in effect at the time the arbitration commences shall apply to any arbitration submitted to PDDS, and all parties to the arbitration are bound to follow them and bound by the Arbitrator’s interpretation of them.
- b. The Rules may be amended or modified by PDDS at any time without notice, but the amended or modified rules shall not apply retroactively in a pending arbitration proceeding unless the parties and/or Arbitrator agree to the amended set.
- c. A party who becomes aware of any noncompliance with a provision or requirement of these Rules shall timely state an objection thereto in writing. Failure to make such objection is considered a waiver of the right to object.
- d. In the event any of these Rules are deemed unlawful by any competent court or by statute, the other Rules not affected by the court decision or statute shall remain in effect.
- e. If the parties’ contract calls for a different set of procedural rules, the parties shall specify in writing at the beginning of the arbitration procedure which set of rules shall apply. In the event the parties do not agree which rules apply, the Arbitrator shall decide the rules to be followed.

### **Rule 2: Initiating An Arbitration & PDDS’ Role**

- a. To file an arbitration with PDDS, at least one party to a dispute shall furnish PDDS with a completed Request to Commence Arbitration form and Conflicts Checklist that includes the names and addresses of all parties and a brief description of the dispute. The date of filing is concurrent with receipt of the Request form and non-refundable deposit by PDDS.
- b. After the proper submission of a claim (submission of completed Request form and deposit), PDDS will provide parties with administration and case management services during the arbitration process. This includes, but is not limited to, providing a method of selecting an Arbitrator or Arbitrators, communicating information, submitting invoices and collecting payments, and distributing documents between the parties and the Arbitrator(s).

### **Rule 3: Tolling of Prescription, Peremption, and Statute of Limitations**

Any applicable prescription, peremption, or other statute of limitations time limit for filing a claim or counterclaim shall be tolled as of the date that PDDS receives the properly submitted claim.

#### **Rule 4: The Amount and Collection of Fees**

- a. A non-refundable deposit (as set out in the PDDS fee schedule) shall serve as the initial filing fee. Other fees charged by PDDS are as stated in the fee schedule provided to the parties by PDDS. Hourly arbitrator rates and expenses vary depending on the Arbitrator(s) selected.
- b. The parties acknowledge that any agreement between them for payment of arbitration fees is not binding on PDDS. PDDS reserves the right to charge the submitting party the standard filing fee, administrative fees and all hourly charges incurred prior to other parties agreeing to arbitrate.
- c. The Arbitrator's total fees and expenses shall be shared equally by the parties, unless otherwise specified in the parties' arbitration agreement. However, the Arbitrator's fee is considered a solidary obligation of all claimant(s) and respondent(s). Accordingly, if any party fails to timely pay its portion (but in event within thirty (30) days of issuance of the award), the other party(ies) must pay the non-paying party's unpaid portion.
- d. PDDS may submit periodic invoices during the pendency of the arbitration. PDDS shall collect pre-payment of estimated fees before the arbitration hearing begins. PDDS will invoice the parties for any final amount owed based on actual hours expended.
- e. If for any reason the parties do not proceed to arbitration after initiating a case and agreeing to arbitrate, PDDS shall be entitled to all fees incurred through the date of closing the matter, including non-refundable deposit, administrative and Arbitrator fees. In the event of overpayment by the parties, PDDS will issue refund(s) within 30 days of conclusion of the matter.
- f. If the evidentiary hearing is cancelled by the parties less than 10 calendar days before the hearing, the Arbitrator shall be entitled to payment of any fees and expenses incurred for work done prior to cancellation, plus the Arbitrator's fee for one (1) day (8 hours). For arbitrations scheduled for more than one (1) week, the Arbitrator's fee for one (1) day (8 hours) for each week scheduled shall be charged.
- g. If the arbitration is suspended for failure of a party to pay its portion of the costs, any party may make payment to satisfy the amount owed. The party paying more than its apportioned share may seek recover of such overpayment in the final award.
- h. Any costs related to a stenographer, conference room rental, interpreter, or other expenses related to the proceeding must be paid separately by the party(ies) requesting or incurring those costs.

#### **Rule 5: Selection of Arbitrators**

- a. The case will be decided by one Arbitrator, unless the parties request and agree to have it decided by a three-person panel.

- b. The parties may select an Arbitrator or Arbitrators from the arbitrators on Perry Dampf's website. Otherwise, the Case Manager will send an Arbitration Panel Selection List (based on area of expertise, location, and any other factors identified by the requesting parties) from which the parties shall make their selection(s). Parties are urged to confer and agree to the Arbitrator(s). Parties are responsible for conducting due diligence in reviewing the potential Arbitrators and for submitting all pertinent party, representative and witness names for the conflicts check, both at the initiation of the proceeding and throughout the arbitration.
- c. If the parties are unable to agree, a ranking of the neutrals will be required. Each party will indicate its order of preference by assigning a number (i.e. 1-25) and striking no more than five (5) neutrals. The ranking of (1) is assigned to the most desired Arbitrator, while the ranking of (25) shall be the least desired. Write the ranking number in the small box to the left of the Arbitrator's name. If the selection form is not returned to the Case Manager within 10 calendar days of receipt by the party, all Arbitrators submitted will be deemed acceptable. A party's ranking can be confidential and submitted to the Case Manager only. The Arbitrator with the lowest score will be appointed as Arbitrator once a conflicts check is completed. In the event of a tied score, PDDS will use its discretion in assigning one of the preferred Arbitrators. In the event that all parties fail to return the selection list within the allotted time, PDDS will select the Arbitrator(s) from the list. PDDS will select an Arbitrator based on the preferences of those parties that have timely returned the selection list.
- d. If a three-member panel of Arbitrators is requested and agreed upon by the parties, the Case Manager shall give notice to each party requiring that it designate in writing the name of its selected Arbitrator within 10 calendar days. If any party fails to designate its selected Arbitrator within the allotted time, PDDS will appoint an Arbitrator for any party that fails to make its designation from the selection list. The two Arbitrators either designated by the parties and/or appointed by PDDS will then select the third panel member, who will serve as the chairperson of the panel.
- e. Once selected, the Arbitrator(s) will make a written oath to maintain impartiality, fairness, confidentiality, and make continuing disclosures of potential conflicts of interest. Any person appointed or to be appointed as an Arbitrator shall disclose any circumstance likely to give rise to justifiable doubt as to impartiality or independence. The Arbitrator shall be subject to disqualification for partiality, inability to perform duties, or any grounds provided by applicable law.
- f. If an Arbitrator withdraws for any reason, the parties may agree to a new Arbitrator from those on the Perry Dampf website. Otherwise, PDDS will appoint an Arbitrator from the parties' selection list who was not stricken. If no such Arbitrators are eligible, the selection process outlined above will be used.

## **Rule 6: Arbitrators as Independent Contractors and Immunity**

- a. Arbitrators are independent contractors and not agents or employees of PDDS.
- b. The Arbitrator, PDDS, and their respective employees, agents, and representatives shall be immune from all civil liability to the fullest extent permitted by law for any act or omission in connection with any aspect of the arbitration, including without limitation, any conduct related to the administration of the arbitration, the appointment of the Arbitrator(s), and the rendering of any award.
- c. Each party expressly agrees, to include its affiliates, agents, and representatives, not to bring any claim, suit, or legal action against the Arbitrator(s), PDDS, or their employees, agents, or representatives for any act or omission in connection with the arbitration.
- d. Neither PDDS nor the Arbitrator(s) shall be subpoenaed or otherwise compelled to testify or produce any records pertaining to this arbitration.
- e. If any person or entity files a lawsuit or otherwise makes a claim or seeks a subpoena or other legal process related to this arbitration, such person or entity must pay the attorney fees and costs incurred by the Arbitrator and/or PDDS in responding to such actions.

## **Rule 7: Arbitrator Authority**

- a. The Arbitrator serves impartially subject to the applicable state and federal law, the parties' agreement to arbitrate, and these Rules. In so doing, the Arbitrator has authority to exercise discretion in seeking to make the proceedings fair, expeditious, and cost effective.
- b. The Arbitrator has the maximum authority allowed by the parties' contract and applicable state and/or federal laws. The arbitrator's scope of authority and jurisdiction shall include the exclusive power to rule on the arbitrator's own jurisdiction, including any objections regarding the existence, scope, interpretation, or validity of any arbitration agreement or the arbitrability of any claim or counterclaim by the original parties or by joined or consolidated parties.
- c. Upon receipt of a case, the Arbitrator has broad authority to conduct the arbitration process in any manner deemed reasonable to reach a just determination. This authority includes, but is not limited to, the following:
  - i. To conduct pre-hearing conferences
  - ii. To order legal memoranda
  - iii. To decide arbitrability and due process issues
  - iv. To be the sole judge of the admissibility and weight of the evidence offered by the parties, including affidavits
  - v. To issue subpoenas

- vi. To issue rulings and orders concerning all points of controversy, including discovery disputes
  - vii. To decide joinder and consolidation requests, unless a separate PDDS Arbitrator is appointed for the issue
  - viii. To limit and issue orders regarding pre-hearing discovery
  - ix. To impose sanctions and penalties to the extent deemed necessary by the Arbitrator to enforce the Arbitrator's orders; sanctions may include, but are not limited to, limiting a party's participation, drawing adverse inferences, or apportioning costs. The Arbitrator shall provide the affected party an opportunity to respond before issuing any sanction
  - x. To exclude witnesses, other than a party, from the hearing during the testimony of any other witness
  - xi. To exclude evidence determined by the Arbitrator to be duplicative, irrelevant, overly burdensome to produce, and/or disproportionate to the issues in the case
  - xii. To impose reasonable restrictions, time limits on testimony, or other instructions as the Arbitrator deems necessary to conduct the hearing in an orderly manner
  - xiii. To determine the order of proof and procedure to be followed in the hearing such that the parties are treated equally with the right to be heard and present case
  - xiv. To postpone the hearing or to deny a party's request to postpone the hearing where no good cause is shown
  - xv. To suspend the proceedings for good cause to include failure of a party to pay required fees, failure of a party to participate in the proceedings, or where a related matter is pending in court or another arbitration proceeding
  - xvi. Form of the award
- d. The parties acknowledge that the Arbitrator's authority does not extend to persons, firms, corporations, or other entities that are not parties to the contract.

#### **Rule 8: Statement of Claims**

- a. Each party making a claim or counterclaim shall submit a Statement of Claims which shall state with specificity each claim made, the basis for the claim, the relief or monetary amount sought for each, i.e., an itemization of the damages. At the Preliminary Conference, if the Statement of Claims has not yet been submitted, the Scheduling Order shall include a provision and deadline to submit it, as well as a deadline to make any required supplementation.
- b. Upon a showing of good cause, a party may amend its Statement of Claim or Counterclaim before the merits hearing, but such amendment shall be timely made and shall not prejudice the rights of the other parties.
- c. Each party shall have ten (10) business days to submit a response to any Statement of Claim. Failure to submit a response is considered a denial of all claims and assertions.

### **Rule 9: Joinder of Parties and Consolidation of Arbitrations**

- a. Upon timely request to join a party to the arbitration or to consolidate arbitrations, the issue will be decided by the appointed Arbitrator(s), unless a timely objection is made by one of the parties. If a party objects to the Arbitrator(s) assigned to the case deciding the issue or if no Arbitrator(s) are yet appointed, PDDS will appoint an Arbitrator to decide the issue using the procedures in Rule 5. If the parties agree, the issue may be decided by the Arbitrator(s) once appointed to the case.
- b. No person or entity shall be joined in the arbitration without the written consent of all the parties to the arbitration and the person or entity proposed to be joined. This consent may be found in the underlying agreement to arbitrate or in any other written agreement executed by the parties and the person or entity proposed to be joined.
- c. Only claims covered by a single agreement to arbitrate may be included in the arbitration unless the parties' written agreements provide otherwise or all the parties in the arbitration(s) agree in writing.
- d. If consolidation or joinder is authorized, the Arbitrator(s) appointed to the case may establish procedures for such to occur.

### **Rule 10: Preliminary Hearing and Scheduling Orders**

- a. After the claims have been initiated, the Case Manager will schedule a Preliminary Conference, to be conducted via telephone or videoconference, as soon as is reasonable. The Arbitrator will preside over the conference. Each party shall be represented by its attorney or designated representative. Any party representative may also attend.
- b. If after receiving adequate and timely notice, a party fails to attend the Preliminary Conference, the Arbitrator has the authority to proceed with the Conference and set deadlines and address other preliminary matters. The party that failed to participate shall thereafter be given prompt notice of the proceeding and decisions made during the Conference.
- c. The agenda for the Preliminary Conference should include, but is not limited to the following:
  - i. A schedule and deadlines for all pertinent pre-hearing tasks and for the merits hearing, including by the agreement of the parties or by order of the Arbitrator:
    - i. Witness disclosure deadlines
    - ii. Issues related to Subpoenas
    - iii. Issues related to experts and/or expert reports
    - iv. Stipulations
    - v. Exhibits
    - vi. Pre-hearing briefs

- ii. The date, time, and location for the merits hearing and any special or logistical issues
  - iii. Whether the statement of claims and counterclaims and damages, and responses thereto, have been adequately submitted and whether supplementation or amendment is required
  - iv. Whether mediation has or will occur
  - v. Whether mediation is a condition precedent to arbitration
  - vi. Anticipated discovery
  - vii. Anticipated motions
  - viii. Potential joinder or consolidation issues
  - ix. Whether testimony at the hearing will be recorded and the method and payment of such recording
  - x. Any other procedural, substantive or logistical issues raised by the parties or arbitrator
- d. All matters addressed in the Preliminary Conference will be decided or resolved by agreement of the parties, or absent agreement, by the Arbitrator.
- e. Following the Preliminary Conference, the Arbitrator will issue a written Scheduling Order memorializing the deadlines and other matters decided. The Scheduling Order may be modified in writing during the pendency of the arbitration, upon good cause shown by a party or upon the Arbitrator's determination.

#### **Rule 11: Discovery and Pre-Hearing Matters**

- a. Discovery in arbitration is not necessarily governed by state or federal rules of procedure, although such rules may serve as a guide in more complex arbitrations. Discovery shall be limited to relevant documents and witness testimony that is proportionate to the issues in the case and in keeping with the tenets of arbitration to reduce costs and promote efficiency, while maintaining fairness.
- b. Upon commencement of the arbitration, the parties shall voluntarily exchange all documents in their possession that they intend to rely upon in the proceeding or at the hearing, to include all relevant contracts.
- c. The parties may agree upon the scope of discovery. To maintain the efficiency of the proceeding, the Arbitrator(s), upon request of a party or in the Preliminary Conference, may limit discovery to eliminate duplication, streamline the process, reduce costs, and be proportional to the dispute.
- d. Depositions shall be limited to only those that are necessary. Parties are encouraged to exchange limited requests for information and/or issue witness statements (affidavits) in lieu of taking depositions. Where depositions are sought, the parties shall endeavor to reach agreement on the number of witnesses and hours of deposition. Where agreement cannot be reached, the parties may submit the dispute to the Arbitrator(s) for decision.

- e. Parties are not required to produce and shall seek to protect privileged documents, such as attorney-client communications or attorney work product, as well as personal identifying information, financial information, or other confidential/private information. Any privilege that exists under the rules of the state where the arbitration is pending or under the federal rules shall apply in the arbitration. Parties shall undertake reasonable precautions to protect all personal/confidential information and to protect data from cyber-attacks.
- f. During the arbitration, the parties may have disputes regarding issues such as depositions, production of documents and electronically stored information, inspections, protection of confidential information, medical examinations, etc. These interim disputes may be submitted in writing to the Case Manager or, if agreed by the parties and Arbitrator(s), directly to the Arbitrator(s). After adequate briefing and a conference as requested by a party and/or deemed necessary by the Arbitrator(s), the Arbitrator(s) may render a decision on the dispute in writing.
- g. Prior to any discovery motion (motion to compel, motion for protective order, etc.) being filed, the parties must confer to try to resolve or narrow the dispute. If resolution cannot be reached, the motion must (i) describe the narrow dispute and relief sought; (ii) explain why the relief is necessary, and (iii) certify the efforts to resolve the dispute and why they unsuccessful. If the motion addresses more than a single item, the issues must be itemized separately with the specific relief sought for each clearly stated. The Arbitrator shall set briefing deadlines as appropriate for the matter.
- h. Where three Arbitrators are empaneled in a case, any single Arbitrator shall be authorized to resolve a discovery dispute, unless objected to by a party at least three (3) business days prior to the discovery dispute hearing date.

#### **Rule 12: Pre-Hearing Motions, Including Dispositive Motions**

- a. The Arbitrator(s) may consider and rule on any motion made by a party prior to the merits hearing. Parties should only seek relief via motion after conferring with opposing parties to try to resolve the issues.
- b. Before submitting a dispositive motion to the Arbitrator, a party shall submit a request to the Arbitrator outlining the proposed motion and an explanation for how it would end or narrow the dispute. If the Arbitrator agrees that the dispositive motion appears to have sufficient support and will, if granted, narrow the issues and render the proceedings more cost effective, the Arbitrator may permit the motion and set briefing deadlines and, if deemed necessary, a conference to hear the matter. Should the Arbitrator grant a party's request for a dispositive motion, it shall be the responsibility of all parties to notify the Arbitrator at least three (3) business days prior to the dispositive motion hearing if any party will require an evidentiary hearing in support of or in opposition to the dispositive motion. Failure of any party to request timely an evidentiary hearing shall constitute a waiver of same.

#### **Rule 13: Hearing and Reopening the Hearing**



- a. The parties shall be afforded a reasonable opportunity to present their evidence at the merits hearing, subject to the Arbitrator's authority to control the proceeding as outlined in these Rules. The parties shall also be afforded a reasonable opportunity to present the applicable law and their position and legal arguments either at the hearing, in pre- and post-hearing briefs, or both.
- b. To the extent allowed by applicable law, the Arbitrator may issue subpoenas for the attendance of witnesses and to produce documents and things to be presented at the hearing. Also, to the extent allowed by applicable law, the Arbitrator may issue a subpoena for a witness to give a deposition for use at the hearing.
- c. The Arbitrator shall preside over the hearing and shall administer an oath to each witness to tell the truth. The Arbitrator shall allow the parties to introduce relevant fact and expert witness testimony, documents, or other evidence, and may rule on objections to the evidence. The evidentiary rules of state or federal court shall not apply, except those related to privilege such as attorney-client privilege or attorney work product. The Arbitrator shall have authority and discretion to allow certain evidence to be submitted via remote means or through affidavits, rather than in person. If agreed to by all parties and Arbitrators in advance, the hearing may be conducted by videoconference, in whole or in part.
- d. If a party, including its attorney, representative or any witnesses, fails to attend the hearing after proper and timely notice as determined by the Arbitrator(s), the Arbitrator(s) may decide, if good cause is determined, to proceed with the hearing. The other parties must put forth evidence to support any affirmative claim for relief, including any counterclaim, request for attorney's fees or costs, etc. The Arbitrator(s) will decide any additional procedures that may be necessary to obtain the relevant evidence before rendering an award.
- e. For cases where the amount in controversy is small and/or the evidence is straight-forward, the parties may agree in advance to forego a hearing and instead submit the dispute to be decided via the documents only.
- f. In exceptional circumstances only, upon request of a party or on the Arbitrator's own initiative, a hearing may be reopened at any time before the final award is rendered. A party's request to reopen the hearing must be submitted to PDDS, the Arbitrator(s), and all other parties. The requesting party must provide a detailed explanation of:
  - i. The nature and purpose of the new evidence to be introduced or the matter to be re-argued.
  - ii. Why the new evidence is likely to have a material effect on the outcome of the arbitration.
  - iii. Good cause for the party's failure to present the new evidence at the original hearing.
  - iv. Why reopening the hearing will not unfairly prejudice the other party.

- g. The other parties shall be afforded a reasonable opportunity to respond and object, with reasons, to the request to reopen the hearing.
- h. The Arbitrator(s) shall issue an order granting or denying the request to reopen the hearing. If it is determined that the hearing should be reopened, the Arbitrator(s) shall provide the parties with a schedule and instructions regarding submission of the new evidence and an opportunity for opposing parties to respond. The due date for the final award shall be extended from the date the reopened hearing is declared closed.

#### **Rule 14: Awards and Enforcement**

- a. All arbitration awards will be made in writing and signed and dated by the Arbitrator or by a majority of Arbitrators. The Arbitrator(s) may use an electronic signature.
- b. The parties shall agree on the form of the award, which agreement should be stated in writing. If no agreement is made in writing, the default that applies is a standard award, which includes a concise itemized breakdown of each claim and counterclaim and the monetary amount, if any, awarded for each item, as well as a decision regarding any other relief sought. The parties may request a reasoned award, or the Arbitrator(s) may provide a reasoned award if the Arbitrator determines that a reasoned award is appropriate. If the parties require an award with a full statement of finding of facts and conclusions of law, i.e., more than a reasoned award, they shall state the request in writing prior to the hearing.
- c. If any party's claims included something other than a request for a monetary award, the Arbitrator may award any relief consistent with the parties' arbitration agreement, contract, statement of claims and counterclaims, and the applicable law. The Arbitrator(s)'s decisions shall be based on the applicable contract(s), law and evidence presented by the parties.
- d. The Arbitrator(s) has(have) authority to grant interim awards, partial ruling, and/or orders as deemed necessary throughout the proceeding, including apportionment of any associated fees and expenses. Any such apportionment may be rendered in the final award, if requested by a party.
- e. Final awards must be submitted by the Arbitrator(s) no later than thirty (30) days after the closing of the hearing or last submission by the parties of any post-hearing briefs or evidence, unless the parties and Arbitrator agree otherwise for good cause.
- f. The final award may also include, if requested by the party:
  - i. pre- or post-award interest as deemed appropriate by the Arbitrator
  - ii. arbitration costs and Arbitrator fees
  - iii. attorney fees as allowed by the parties' contract or applicable law
  - iv. other costs related to the arbitration submitted by the parties and as deemed appropriate by the Arbitrator, such as expert fees, deposition costs, subpoena costs, court reporter fees, etc.

- g. The final award shall be binding upon the parties without the right of appeal except as allowed by the governing law or contract.
- h. Where three arbitrators are empaneled, the decisions related to the final award shall be by majority decision.
- i. If within ten (10) calendar days after receipt of the final award, a party becomes aware of an error in the award, that party may request modification of the award to correct the error. Any such correction is limited to a typographical error, clerical mistake or computational error and may not address the merits or substantive issues. The other parties shall be afforded an opportunity to respond to the request for modification. The Arbitrator(s) shall decide the issue and make such modifications, if deemed appropriate, within 30 days of the initial request.
- j. If the parties settle their dispute during the arbitration and request it, the Arbitrator may set forth the terms of the settlement in a consent award. The consent award shall include an allocation of arbitration costs and Arbitrator fees and may not be released until all fees are paid.
- k. Any party may seek confirmation of the award and to have a judgment entered in conformity with the award, in accordance with the applicable law.

#### **Rule 15: Confidentiality**

All discovery, testimony, and evidence presented in connection with the arbitration proceedings, and all rulings, orders, and awards issued, are confidential to the extent allowed by applicable law.

#### **Rule 16: Ex Parte Communication and In-Camera Inspections**

- a. The parties are strictly prohibited from contact with the Arbitrator(s) on matters concerning the dispute except in the presence of the other parties. Likewise, the Arbitrator(s) are prohibited from direct communication with a party without the presence of the other parties.
- b. All contact with the Arbitrator(s) and/or submissions of motions, documents, exhibits, etc., must be made through the Case Manager who will forward the matter to the Arbitrator(s). If all parties and the Arbitrator(s) agree, the parties may communicate directly with the Arbitrator(s) if all such communications include the Case Manager and all other parties to the dispute.
- c. All communications shall be via email unless otherwise agreed to by the parties, Arbitrator(s) and PDDS. A pleading, document, etc. is deemed to be served, filed and/or submitted once it is emailed to PDDS, the Arbitrator(s), and the other parties.

- d. In the instance where a party desires an in-camera inspection to discuss sensitive issues (impeachment evidence, privileged documents, or other matters appropriate for such discussion), the party must first submit this request to the Case Manager. The matter will then be turned over to the Arbitrator(s) for a decision on whether to hold a private conference.
- e. The parties shall submit any questions or concerns about billing or potential conflicts of interest only to the Case Manager and not the Arbitrator(s).

#### **Rule 17: Records Retention**

- a. Unless written notice is made to PDDS within 3 years of issuance of the final arbitration award or notice of settlement or dismissal of the arbitration, all records of the arbitration will be systematically purged.
- b. The parties acknowledge that the Arbitrator is under no obligation to maintain any documents or records of the proceeding.

#### **Rule 18: Emergency Measures**

Unless the parties agree otherwise, any party in need of emergency relief prior to the selection of the Arbitrator(s) may notify PDDS and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. PDDS shall appoint a single emergency arbitrator to rule on emergency applications. The emergency arbitrator shall establish a schedule for consideration of the application and may enter an interim order or award granting the relief and stating the reason therefore. Any interim award of emergency relief may be conditioned on provision by the party seeking such relief for appropriate security.

#### **Rule 19: Withdrawal of PDDS and Arbitrator for Good Cause**

PDDS and the Arbitrator(s) may withdraw from handling the arbitration case for good cause upon giving fifteen (15) calendar days written notice to all parties. Such good cause includes unprofessional conduct of the parties or counsel or continued failure to pay for services.

#### **Rule 20: Parties' Acceptance of the Rules**

By proceeding with the arbitration, the parties acknowledge receipt, review and acceptance of these Rules, and agree that they will abide by them unless and until a modification thereto is agreed upon in writing by all parties, the Arbitrator(s), and Perry Dampf Dispute Solutions.