

**ARBITRATION RULES OF THE
NASSAU COUNTY BAR ASSOCIATION
MEDIATION AND ARBITRATION PANELS**

**SUPPLEMENTAL RULES AND PROCEDURES FOR
EXPEDITED ARBITRATION BASED ON DOCUMENT SUBMISSIONS**

Adopted by Board of Directors on November 12, 2024.

Exp. 1 - Application of Supplemental Rules and Procedures for Expedited Arbitration

- (a) The Supplemental Rules and Procedures for Expedited Arbitration (the “Expedited Rules”) shall apply if all parties have agreed to the application of such rules, or upon the request of any party in any case in which:
 - i. the aggregate amount of all disclosed claims and counterclaims does not exceed \$75,000.00, exclusive of interest, attorneys’ fees, arbitration fees, and arbitrator compensation; and
 - ii. there are no more than three (3) parties to the arbitration.
- (b) The arbitration will be conducted based on document submissions as set forth below.
- (c) The NCBA administrative fees and arbitrator compensation are set forth in Schedule A hereto.
- (d) These Expedited Rules shall supplement the Arbitration Rules of the Nassau County Bar Association (the “Plenary Arbitration Rules”). To the extent that the Plenary Arbitration Rules are inconsistent with the Expedited Rules, the Expedited Rules shall govern arbitrations where the Expedited Rules are applicable.
- (e) In any instance, should the appointed arbitrator determine that the issue(s) involved in the arbitration are too complex for the Expedited Rules, the arbitrator may order that the arbitration proceed in accordance with the NCBA Plenary Arbitration Rules. Should any party disagree with the arbitrator’s decision to apply the NCBA Plenary Arbitration Rules, such party may challenge that decision (within five business days) by brief email addressed to the NCBA

ADR Advisory Council through email to the NCBA ADR Administrator (panderson@nassaubar.org). Such brief email shall only be for the purpose of putting the NCBA ADR Advisory Council on notice of the challenge; the NCBA ADR Advisory Council will address the issue with the parties thereafter.

Exp. 2 - Changes of Claim or Counterclaim

(a) A claim or counterclaim may be increased in amount, or a new or different claim(s) or counterclaim(s) added, any time prior to the appointment of the arbitrator. However, after the arbitrator is appointed, no new or different claim(s) or counterclaim(s) may be submitted except with the arbitrator's consent. Except in instances where all parties have agreed to the application of the Expedited Rules, if the effect of increased, new, or different claim(s) or counterclaim(s) causes the aggregate amount of all disclosed claims and counterclaims to exceed the \$75,000.00 limitation in Rule Exp. 1(a)(i), the case will be administered under the regular NCBA Plenary Arbitration Rules unless all parties and the arbitrator agree that the case may continue to be administered under the Expedited Rules.

Exp. 3 - Serving of Notice

The serving of all notices shall be made in accordance with the NCBA Arbitration Rules, including ARB-6, applicable statutes or regulations, the parties' agreement, or as the arbitrator may direct.

Exp. 4 - Appointment and Qualifications of Arbitrator

The NCBA ADR Administrator shall appoint the arbitrator from the NCBA Arbitrator Panel and notify the parties of the appointment by email and U.S. Mail within ten (10) business days from the service of the Demand for Arbitration. The parties shall notify the NCBA ADR Administrator by email (panderson@nassaubar.org) within seven (7) calendar days of the appointment of any objection to the arbitrator appointed. Any such objection shall state the grounds for objection and shall be submitted to the NCBA ADR Administrator and the other party or parties.

Alternatively, the parties may mutually agree to an arbitrator from the NCBA Arbitration Panel by notifying the NCBA ADR Administrator by email (panderson@nassaubar.org) within seven (7) business days from the service of the Demand for Arbitration. The NCBA ADR Administrator shall appoint an alternate

arbitrator in the event the parties' selected arbitrator is unable to serve or is precluded from serving.

Exp. 5 – No Discovery, Motions or Hearings

No hearing, discovery, or motions shall be permitted except as allowed by the arbitrator for good cause shown upon application by a party. If the arbitrator allows a hearing, discovery, or a motion, the arbitrator may remove the case from the Expedited Rules and the arbitration will proceed under the NCBA Plenary Arbitration Rules and fee schedule.

Exp. 6 – Scheduling Order and Limitation on Extensions

Once appointed, the arbitrator shall hold a preliminary management conference and issue a Scheduling Order to establish the procedure for the submission of documents and a schedule for written submissions. Except for good cause shown, the arbitrator may grant a party no more than one extension of time for any date scheduled by the arbitrator.

Exp. 7 – Document Submissions

- (a) The parties' written submissions shall include evidence in support of the party's claims, counterclaims or defenses and rebuttals thereto, including for example, written arguments, a statement of facts, briefs, supporting affidavits or declarations, and any other document that the parties want the arbitrator to consider. All exhibits shall be attached to a supporting affidavit or declaration. Except for good cause shown, affidavits or declarations shall be limited to ten (10) pages double spaced, and all briefs submitted by the parties shall be limited to ten (10) pages double spaced. Briefs must be accompanied by copies of all cases cited therein. In addition, the parties shall submit a schedule of computation of damages sought, a schedule of interest if requested by a party, and proof of attorneys' fees and costs if requested by a party and permitted by law or the parties' agreement. Except for good cause shown, affidavits or declarations in support of attorneys' fees and cost applications shall be limited to three (3) pages double spaced.
- (b) The final date for submissions shall operate to close the evidentiary portion of the arbitration (the "Close of Submissions").

Exp. 8 - Time and Form of the Award

- (a) The arbitrator shall render the award within 30 calendar days of the Close of Submissions. The form of the award shall be a standard award stating whether the claims or counterclaims are granted or denied and the amounts to be awarded.
- (b) The award of the arbitrator may include: interest at such rate and from such date as the arbitrator may deem appropriate; an award of attorneys' fees if all parties have requested such an award or it is authorized by law or the parties' arbitration agreement; and such arbitration fees and arbitrator compensation as may be provided in the parties' agreement or as required by law.

Exp. 9 – Direct Communication

After appointment of the arbitrator, all communications and documents to be submitted in the arbitration shall be submitted directly to the arbitrator by email or as otherwise directed by the arbitrator with copies sent by email simultaneously to all other parties.

Exp. 10 – Arbitrator Becomes *Functus Officio*

Except for an application by a party to the arbitrator to correct a mathematical computation or typographical error in the award within ten (10) days of an award being rendered, the arbitration shall be closed, no further proceedings will be permitted, and the arbitrator shall be deemed to be *functus officio* and without further authority to act upon rendering the award.



SCHEDULE A

NASSAU COUNTY BAR ASSOCIATION

SCHEDULE OF FEES FOR EXPEDITED ARBITRATION BASED ON DOCUMENT SUBMISSIONS

Administrative filing fee for filing Demand for Arbitration.....	\$ 350.00
Advance deposit for arbitrator's fees and reimbursable expenses.....	\$ 650.00
Administrative filing fee for filing Counterclaim.....	\$ 350.00
Cancellation fee ¹	\$ 325.00

Room Rental Fee: Contact Nassau County Bar Association for availability and rates.

¹ In the event of a cancellation *after an arbitrator has been appointed*, one-half of the \$650 "advance deposit for arbitrator's fees and reimbursable expenses" will be returned to the party who filed the initial Demand for Arbitration, with the remainder paid to the arbitrator. If the cancellation occurs *before an arbitrator has been appointed*, the entire \$650 "advance deposit for arbitrator's fees and reimbursable expenses" will be returned to the party who filed the initial Demand for Arbitration. The administrative filing fees are non-reimbursable.