**American Arbitration Association**

Preliminary Hearing Scheduling Order # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Case # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REPORT OF PRELIMINARY HEARING AND SCHEDULING ORDER**

Pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA), a preliminary hearing was held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before Arbitrator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Appearing at the hearing were \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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By Agreement of the parties and Order of the Arbitrator, the following is now in effect.

1. An additional preliminary hearing shall be held (check one):

\_\_\_ At \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.m.

before the Arbitrator, or

\_\_\_ if needed, by mutual agreement later.

2. Pursuant to the direction of the Arbitrator, all parties shall amend/specify claims and/

or counterclaims (monetary amounts) and file any motion to join additional parties by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The parties shall file a stipulation of uncontested facts by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. a) Pursuant to the direction of the Arbitrator, claimant(s) shall serve and file a disclosure of all witnesses reasonably expected to be called by the claimant(s) on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

b) Pursuant to the direction of the Arbitrator, respondent(s) shall serve and file a disclosure of all witnesses reasonably expected to be called by the respondent(s) on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

c) The disclosure of witnesses shall include the full name of each witness, a short summary of anticipated testimony, copies of any expert reports, and written C.V. of experts. If certain required information is not available, the disclosures shall so state. Each party shall be responsible for updating its disclosures as such information becomes available. The duty to update this information continues up to and including the date that hearing(s) in this matter terminate.

d) The parties shall make arrangements to schedule the attendance of witnesses so that the case can proceed with all due expedition and without any unnecessary delay.

e) The party presenting evidence shall give notice to the other party the day before of the names of the witnesses who will be called to testify the next day and the order in which the witnesses will be called.

5. a) Not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the parties shall

exchange copies of (or, when appropriate, make available for inspection) all exhibits to be offered and all schedules, summaries, diagrams and charts to be used at the hearing. Each proposes exhibit shall be pre-marked for identification using the following designations:

**PARTY EXHIBIT # to #**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_**

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b) The parties shall attempt to agree upon and submit a jointly prepared consolidated and comprehensive set of joint exhibits.

6. Hearings in this matter will commence before the Arbitrator at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_m. The parties estimate that this case will require days of hearing time, inclusive of arguments.

7. Any and all documents to be filed with or submitted to the Arbitrator outside the hearing

a. shall be given to the AAA Case Manager for transmittal to the Arbitrator.

b. COPIES OF SAID DOCUMENTS SHALL ALSO BE SENT SIMULTANEOUSLY TO THE OPPOSING PARTY(S). There shall be no direct oral or written communication between the parties and the arbitrator, except at oral hearings.

8. On or before \_\_\_\_\_\_\_\_\_\_\_ , each party shall serve and file a prehearing brief on all significant disputed issues, setting forth briefly the party’s position and the supporting arguments and authorities.

9. **a) Form of Award:** (Circle one)

1. Standard Award

2. Reasoned Award

3. Findings of fact and conclusions of law

b) **Court Reporter**: (Y) (N) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) **Other**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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10. Pursuant to the direction of the Arbitrator, any other preliminary matters not otherwise

provided for herein shall be raised by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(date)

11. All deadlines stated herein will be strictly enforced. After such deadline, the parties may not file such motions except with the permission of the Arbitrator, good cause having been shown.

12. This order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Arbitrator

**Billing Information Sheet**

Parties may view case financial information, as well as make payments with a credit card online via AAA’s WebFile. If you have any concerns or questions regarding billing please contact your case manager.

**Arbitrator Compensation Deposits**

Please review Rule R-54 regarding arbitrator deposits. In most cases, the AAA requires the parties to deposit arbitrator compensation prior to any hearing. The amount is based on estimates provided by the arbitrator and is shared equally by the parties, unless they have agreed otherwise. Deposits are typically due thirty days prior to the evidentiary hearing, but this may vary depending on the schedule specific to this case. Failure to make deposits by the due date may result in the arbitrator suspending the proceeding, per Rule R-56. Therefore, please submit payment timely in order to avoid interruption of the case. All unused deposits shall be promptly refunded upon the closing of the case.

Under the Fast Track Procedures, arbitrator compensation is set at a regional flat rate based on one day of hearing. This amount is billed when the arbitrator list is sent. It is due prior to the preliminary management hearing. Should the case settle or withdraw after the preliminary management hearing has been held the arbitrator shall receive ½ of the flat rate for compensation.

Checks are to be made payable to the American Arbitration Association and submitted to the case manager by the established due date.

Compensation to the arbitrator represents an independent obligation of the parties, and it is understood that the AAA has no liability, direct or indirect, for such payment. Each party shall promptly deposit in advance with the AAA such sums of money as required by the case manager to defray the costs of the arbitrator fees. Compensation incurred will be deducted from deposits on hand, if any.

**Abeyance Fee**

Should parties agree, it is the policy of the Association to hold cases in abeyance for up to one year. The parties may continue to hold the matter in abeyance beyond one year, providing they remit a payment of $300.00 to the Association to cover the administrative expense of tracking the case.

**Final Fee**

The Final Fee covers all AAA services from the time a hearing is scheduled to the conclusion of the case. The Final Fee is billed after a hearing has been scheduled. It is payable in advance of the first scheduled hearing. The Final Fee will be incurred for all cases that proceed to their first hearing whether that hearing is held in person, by video conference or telephone. It is payable by each party filing a claim or counterclaim, pursuant to the applicable fee schedule. If a hearing does not take place, the Final Fee will be refunded if the parties provide at least 24 hours’ notice prior to the hearing.