



# Representing Yourself in Minnesota No-Fault Arbitration

## Table of Contents

Frequently Asked Questions .....	2
Costs of Arbitration .....	3
MN No-Fault Arbitration Road Map .....	5
How to File a Case .....	5
Stages of Minnesota No-Fault Arbitration .....	7
Definitions .....	16
Legal Help .....	17
Contact Us .....	17
Forms .....	17
Minnesota Rules of No-Fault Arbitration Procedure .....	23

The American Arbitration Association® (AAA®) provides the following materials for informational purposes only. The information provided in this guide should not be construed as legal advice, and is not intended to be a substitute for legal counsel on any subject matter.



## Frequently Asked Questions

### What is Arbitration?

Arbitration is a way to resolve disputes outside of the court system. In arbitration, the parties submit disputes to an impartial person (the arbitrator) for a decision.

### How much does arbitration cost?

To file a case, the filing fee is \$50.00. Additional fees may apply. Please review the “Costs of Arbitration” section for more information.

The AAA has established guidelines to request a waiver of the filing fee in cases of financial hardship. For information regarding a hardship request, you may contact our office at 612-332-6545.

### How long will arbitration take?

Each case is different. On average, most cases take six (6) months from the filing of a case to the closing of a case.

### What rules apply to arbitration?

The *Minnesota No-Fault Rules of No-Fault Arbitration Procedure* apply. A copy of the rules is included.

### Does the AAA help me present my case?

No. The AAA's Case Administrator will be your main contact throughout the case. However, neither the Case Administrator nor the arbitrator can assist you in the presentation of your claim. As a neutral organization, the AAA cannot help either party in the presentation of their case. The AAA's Case Administrator will answer questions about the procedures and will distribute information to you but will not provide legal advice or legal assistance.

### Do I need an attorney?

Arbitration is less formal than going to court, and you may represent yourself. However, you should keep in mind that arbitration is a legal proceeding that results in an award that is final and binding. Because your legal rights are involved, you may choose to consult with and be represented by an attorney. All parties to an arbitration proceeding, whether a business or an individual, have the same option whether or not to be represented by an attorney. Because of the AAA's neutral and impartial role in the arbitration process, the AAA and its employees cannot recommend or provide attorneys to the parties in arbitration. If you do not have an attorney and wish to be represented by an attorney in arbitration, you may want to contact your local bar association or another legal services organization for a referral.



## What does the AAA do?

The American Arbitration Association, Inc. is a not-for-profit, private, public-service organization that offers a broad range of dispute resolution services, including arbitration and mediation.

As a neutral administrative organization, the AAA processes a case from filing to closing, schedules hearings, and transmits documents. The AAA is not associated with the insurance company.

## How do I start arbitration?

You will need to file a “petition” along with documents to support your case, as well as pay the filing fee. Please see the “How to File a Case” section for step-by-step instructions.

## Costs of Arbitration

### Types of Costs

There are two main types of costs in arbitration—administrative fees paid to the AAA and arbitrator compensation paid to the arbitrator who decides the case. Both of these costs are collected in advance by the AAA. The AAA will bill the parties for the arbitrator compensation and collect it from them to pay the arbitrator directly.

### Administrative Fees

- **Filing Fees:** The filing fee is \$50.00 for the claimant, who is the person who initially files the case. The respondent is responsible for a \$200.00 filing fee. See Rule 39.

The AAA has established guidelines to request a waiver of the filing fee in cases of financial hardship. For information regarding a hardship request, you may contact our office at 612-332-6545.

- **Rescheduling or Cancellation Fees:** A party who postpones a scheduled hearing is charged \$100.00 per postponement. However, if the arbitrator determines that a postponement was necessitated by a party’s failure to cooperate in providing information required under Rule 5 or Rule 12, the arbitrator may assess the rescheduling fee to that party. See Rule 15 and Rule 41.

### Motion Fees

If you choose to file a motion or to respond to a motion filed by the other party, there is a \$150.00 Motion fee deposit that must accompany your motion or response. The arbitrator will decide ultimately which party is responsible for the fee. The non-responsible party will be refunded their Motion fee deposit. See Rule 12 and Rule 40.

The Motion fee consists of an administrative portion (\$50.00) and an arbitrator compensation portion (\$100.00).



### Arbitrator Compensation

Once an arbitrator has been appointed to hear the case, the arbitrator is entitled to \$50.00 in compensation. If the case proceeds to a hearing, the arbitrator will be compensated \$300.00 instead of \$50.00. If the case is postponed, withdrawn, or settled in less than 24 hours, not including weekends or federal holidays, from the date and time of the scheduled hearing, the arbitrator’s compensation also will be \$300.00. See Rule 40.

If the parties settle, they may decide who will pay the arbitrator compensation. Should the parties disagree on who pays the arbitrator compensation, the compensation will be split among the parties equally, pursuant to the Rules. If the case proceeds to an award, the arbitrator will determine who is responsible for payment of the arbitrator compensation. The arbitrator may assess the entire compensation against one party or may split it between both parties.

If you withdraw your case after an arbitrator has been appointed, you will be solely responsible for the arbitrator compensation, unless otherwise agreed by the parties. See Rule 13.

### A Breakdown of the Costs

Types of Fee/Cost	Claimant/Insured	Respondent/Insurer
<b>Filing Fees</b>	\$50	\$200
<b>Rescheduling Fees*</b>	\$100 per rescheduling/postponement Only applicable if requested or ordered by the arbitrator	\$100 per rescheduling/postponement Only applicable if requested or ordered by the arbitrator
<b>Motion Fees*</b>	\$150 per motion or response to motion Only applicable if a motion is filed	\$150 per motion or response to motion Only applicable if a motion is filed
<b>Arbitrator Compensation*</b>	\$50 up until 24 hours prior to hearing or \$300 within 24 hours of hearing	\$50 up until 24 hours prior to hearing or \$300 within 24 hours of hearing

\*Please note that the fee is not assessed against both parties; rather there is only one fee per occurrence. The parties may choose to agree on how the fee will be assessed. If there is no agreement, then either the arbitrator or the rules will determine whether the fee will be split among the parties or whether one party will be solely responsible for the fee.



## MN No-Fault Arbitration Road Map

The following timeline is based on the average progression of a Minnesota No-Fault Arbitration case. Your case may proceed faster or slower depending on the circumstances of your individual case.

FILING AND INITIATION	ARBITRATOR SELECTION	SCHEDULING	PREPARATION	HEARING	AWARD
<p><b>DAY 1 – 5</b></p> <p>The AAA typically commences administration of a case once the filing party meets the filing requirements. The AAA acknowledges receipt to all parties and advises of next step.</p>	<p><b>DAY 6 – 35</b></p> <p>The non-filing party has 30 days to respond to the petition. Upon receipt of such response or after 30 days, the AAA will issue a list of potential arbitrators for the parties to consider. The most mutually agreeable arbitrator will be selected based on a strike and rank process.</p>	<p><b>DAY 36 – 43</b></p> <p>The AAA will work with the parties and arbitrator to schedule a date for the hearing.</p>	<p><b>DAY 44 – 171</b></p> <p>Parties work within this timeframe to exchange information and prepare for their case. The arbitrator will address any disagreements among the parties regarding the exchange of information.</p> <p>Prior to the hearing, the parties will submit their hearing documents to the arbitrator, so that the arbitrator may prepare for the hearing.</p>	<p><b>DAY 172</b></p> <p>Parties present testimony and evidence to the arbitrator. The record of the hearing is typically closed following the hearing and no new evidence will be considered.</p>	<p><b>DAY 202</b></p> <p>The arbitrator has 30 days from the date the record closes to issue an award. Aside from any administrative matters, the services of the AAA and the arbitrator are completed once the award is issued.</p>

## How to File a Case

Prior to filing a case, the AAA encourages you to first review the *Minnesota Rules of No-Fault Arbitration Procedure* (Rules), which govern the no-fault arbitration process. A copy of the rules is included in this packet.

In order to file a case, you will need to take the following steps:

**Step 1: Complete a Petition Form:** You will need to complete a petition form. The form is included in this packet under the “Forms” section.



**Step 2: Locate and Include the Denial/Discontinuation of Benefits Letter:** You must provide proof that either the insurance company has formally denied paying your bills or they have not responded in writing within 30 days after the bills were provided to them. You must provide one of the items below with your petition.

- i. **Formal Denial of Benefits:** If your insurance company has sent you written notice that they are denying payment of your bills, this letter must be submitted with your petition.
- ii. **No Written Response:** If the insurance company has not responded in writing within 30 days after the bills were provided to them, you may use the Rule 5(d) Denial form included in this packet, titled "Denial of Claim," in lieu of the formal denial of benefits letter from your insurance company. This document is located under the "Forms" section.

You may need to confirm with your medical providers that the bills have been submitted to your automobile insurer.

**Step 3: Create an Itemization of your Claim:** An itemization is a document detailing the unpaid bills or fees you are asking that the insurance company pay. Depending on the nature of your claim, the itemization should include the name(s) of medical providers, the name(s) of employer(s), date(s) of service, and the amount(s) claimed for each. A sample itemization is included in this packet under the "Forms" section for informational purposes only.

Please note that you may choose to submit the itemization after you file your case, but it must be submitted within 30 days after you submit your case to AAA.

**Step 4: Assemble your Supporting Documentation:** You must provide documentation that supports your claim. The types of documentation will depend on what you are claiming. Examples of supporting documents may include, but are not limited to, billing statements, medical reports, wage stubs, photographs, police reports, mileage information, and market value comparisons. You may need to contact your medical providers, local police departments, and/or employers to obtain some of this information.

Please note that you may choose to submit the supporting documents after you file your case, but they must be submitted within 30 days after you submit your case to AAA.

**Step 5: Prepare Your Payment:** To file your case, you must submit with the case the filing fee payment of \$50.00, which you may pay by check or credit card. The type of method that you will use will depend on how you choose to file your case. See Step 6.

**Step 6: File Your Case:** Once you have assembled all of the information above, you are ready to file your case with the AAA. You may file your case by sending your documents by mail or by submitting them online.

*To submit your documents by mail, please use the following address:*

American Arbitration Association  
2355 Highway 36 West, Suite 400  
Roseville, MN 55113



If submitting your case by mail, we recommend sending payment in the form of check. Please make your check payable to American Arbitration Association.

To submit your documents online, visit the AAA webpage at [www.adr.org/mnnofault](http://www.adr.org/mnnofault) and follow the steps below:

1. Click on “File or Access Your Case” located on the top right of the page;
2. Click on “Fast File a Case” link under the “Fast File a Case” heading;
3. Complete the form and attach all of the documents noted above;
4. Enter \$50.00 in the box noted, “Enter filing fee to be charged;” and
5. Once prompted, enter your credit card information for payment.

If submitting your case online, you must pay the filing fee by credit card.

**Step 7: A copy of your filing documents must be sent simultaneously to the insurance company, with the exception of the filing fee.** If you have been in contact with a representative from the insurance company, you may submit a copy to their attention. Alternatively, the AAA maintains a contact list titled *MN Respondent Addresses for Parties* that lists insurance companies’ preferred addresses for Minnesota No-Fault cases. To access this contact list, visit the Minnesota No-Fault webpage at [www.adr.org/mnnofault](http://www.adr.org/mnnofault). If your insurance company is not included on this list, please feel free to contact us at 612-332-6545.

## Stages of Minnesota No-Fault Arbitration

### Stage 1: Filing and Initiation

Once you file your case, the AAA will review your submission to ensure it meets the minimum filing requirements. If there is a deficiency in your filing, the AAA will contact you directly to advise what steps you must take to cure the deficiency in order for the AAA to process your case.

Absent any deficiencies in your filing, the AAA will send out an “Initiation Letter” that confirms receipt of your filing and provides you with information on the next step of the process. You should receive this letter within two to five business days after filing your case.

### Important Deadlines

- **Submit your Itemization:** If you did not file an itemization of your claim when you filed your case, Rule 5(f) requires that you submit your itemization within 30 days after filing your case with the AAA.
- **Submit your Supporting Documentation:** If you did not file your supporting documents when you filed your case, Rule 5(f) requires that you submit your itemization within 30 days after filing your case with the AAA.



## **Questions and Answers**

### ***The insurance company contacted me directly after I filed. Can they do that?***

Yes, the insurance company can contact you and often does. They may be seeking additional information from you about your claim or may try to settle the case with you. The AAA encourages the parties to communicate and come to a settlement if they are able.

Please note that you may agree to a settlement with the insurance company at any point during the process.

### ***I forgot to submit something with my filing. Can I still submit this information?***

Yes, after you file you may continue to submit documents to the AAA. The AAA will provide all documents received to an arbitrator once appointed; however, it will be up to the arbitrator whether this information may be considered as part of your case. It is important to adhere to the deadlines noted in Rule 5 because if something is not timely submitted, that may impact whether or not the arbitrator will consider it.

## **Stage 2: Arbitrator Selection**

The insurance company (respondent) will have 30 days to respond to your petition. The AAA will send out a “Strike List Letter” once it receives their response or after 30 days from the date of the initiation letter, whichever comes first. This letter will include a list of four potential arbitrators along with their resumes and backgrounds who might serve on your case as the decision-maker. Both parties will have the opportunity to strike one name from the list and rank the remaining arbitrators one to three based on their preferences. If you strike an arbitrator, that name will be eliminated from consideration of serving on the case. When ranking the remaining arbitrators, you should use the number 1 for your most preferred choice and 3 for the least preferred choice and send your list to the Case Administrator. Please note that the AAA must receive your list by the due date; otherwise, your preferences will not be considered when selecting the arbitrator.

## **Questions and Answers:**

### ***One of the arbitrators on my list works for a different insurance company. Why are they on the list?***

Rule 10 of the *Minnesota Rules of No-Fault Arbitration Procedure* requires that all arbitrators who serve on the Minnesota No-Fault Panel have experience in automobile insurance claims. As a result of this requirement, the majority of arbitrators are practicing attorneys in the field of personal injury. Some practice in defense of insurance companies, and others practice in asserting claims against insurance companies. Regardless of their practice as an attorney, all arbitrators on the panel have certified that they will be neutral and impartial when serving as an arbitrator.





***One of the arbitrators on my list worked for my insurance company or the insurance company's attorney many years ago. Why are they on the list?***

Every arbitrator on the Minnesota No-Fault Panel is or has been a practicing attorney at some point in their career. Many attorneys on the Panel change places of employment during their careers, so it is common to see an attorney have a long list of previous employers, some of which may have been connected to your insurance company or the insurance company's attorney. Generally, the AAA will not replace an arbitrator on the list under this circumstance unless the employment was recent or is ongoing. However, you may still object to that particular arbitrator. To review the rules on objections, please see Rule 8 and Rule 10.

***There is a section titled "Available Hearing Formats" on each arbitrator's resume. What does this section mean?***

This section notes the types of formats an arbitrator is willing to use to conduct the hearing. For example, if the arbitrator includes "In Person" in the resume, this means the arbitrator is willing to hold a live, in-person hearing. If you have a preference as to what type of hearing you want, you should review each arbitrator's resume and consider this when completing your strike list.

The AAA will review and reconcile all timely strike list submissions. The most mutually agreeable arbitrator based on these submissions will be invited to serve as the arbitrator for your case. If the arbitrator accepts the appointment, the arbitrator must sign an oath to be fair and impartial, as well as complete a disclosure form that notes any potential conflicts of interest. AAA then will send out a letter identifying the arbitrator and provide a copy of the signed "Oath and Disclosure" form completed by the arbitrator.

## **Objection to Arbitrator**

You should review the arbitrator's disclosure form. If you have concerns regarding a disclosure made by the arbitrator, we suggest that you first review Rule 10. This rule addresses arbitrator qualifications and conflicts of interest. After reviewing these items, if you believe that there is a conflict of interest under Rule 10, you may file an objection requesting removal of the appointed arbitrator from the case. Please review Rule 10 on how to file an objection and the timeline to do so. You must copy the insurance company on your objection, and the AAA will provide the insurance company with an opportunity to respond. The AAA will consider the comments of both parties and make a decision on whether the arbitrator will be removed from the case or will continue to serve.

Please note that the arbitrator is not notified that a party has filed an objection; therefore, do not include the arbitrator in any communications related to an objection. An arbitrator will be notified of an objection only upon removal.

## **Appeals**

Pursuant to Rule 8, either party may appeal the AAA's decision on an arbitrator objection to the Minnesota Supreme Court's No-Fault Standing Committee, appointed by the Minnesota Supreme Court to oversee the operations of the no-fault arbitration system. If a party appeals the AAA's decision, the other party will have an opportunity to comment.



Thereafter, the AAA will send all related documents provided by the parties to the Committee for a decision to uphold or reverse the AAA's decision. The Committee's decision is final.

As with an objection, the arbitrator is not notified of the pending appeal of a AAA decision. Therefore, do not include the arbitrator in any communications related to the appeal. The arbitrator is notified only upon removal.

Once the AAA provides notice of the appointment of the arbitrator to the parties, the process moves to the scheduling stage.

### **Stage 3: Scheduling a Hearing**

The AAA will assist the parties and arbitrator in scheduling the "Evidentiary Hearing," during which you will present your case to the arbitrator. The scheduling process takes place through AAA WebFile®.

AAA WebFile is a convenient online portal that allows you to manage your case electronically. It provides you with 24-hour internet-based access to your case, as well as the ability to upload documents and complete tasks online, such as submitting a calendar.

So that the AAA can establish each case participant's availability to schedule a hearing, the AAA provides to you an electronic calendar that you will access through AAA WebFile along with a guide to walk you through the calendar process. This guide is included in our letter advising you of the arbitrator appointment. That letter also includes a due date by which you must complete the calendar.

To register an AAA WebFile account, please contact your Case Administrator. For additional information on the functionality of AAA WebFile, please visit the Minnesota No-Fault Website at [www.adr.org/mnnofault](http://www.adr.org/mnnofault).

### **Questions and Answers:**

#### ***I do not have internet or do not want to use the online scheduling process. What are my options?***

If you are not represented by an attorney, you may choose to opt out of using the electronic calendar to submit your availability. If you choose to opt out, please notify the Case Administrator prior to the due date to submit the calendar. The Case Administrator will discuss alternative options with you to submit your availability.

#### ***I want a hearing immediately. What are my options?***

The AAA schedules the hearing date for the first available date and time, based on the availability of everyone involved—you, the insurance company's representative, and the arbitrator. You may reach out to the insurance company's representative and discuss whether they are available to schedule a hearing date within the timeframe you prefer; however, any dates agreed upon by the parties must be communicated to the AAA immediately, so that we may determine whether the arbitrator is also available. We recommend that you provide at least three potential dates.



## **Date, Time, Place, and/or Format of Hearing**

After the due date to submit the parties' online calendars, the AAA will send out a "Notice of Hearing" letter, which details the date, time, and place/format of the hearing. Once the hearing date is set, you should note this on your calendar and make every effort to be available for the hearing.

The format of the hearing means whether it will take place by videoconference, teleconference, documents only, or in person. The format is established prior to the scheduling stage; absent an objection, the hearing format is based upon the preference that you noted in the petition filed. If there is an objection by the insurance company's representative or the arbitrator, the arbitrator will determine the format of the hearing.

In-person hearings are scheduled to take place in the State of Minnesota, generally at the arbitrator's office or some other place directed by the arbitrator. Pursuant to Rule 14, when the strike list is generated, the AAA takes into consideration either your physical, residential location, or your requested hearing location. Therefore, an appointed arbitrator's office should be located near your residential location, assuming you reside in Minnesota, or your requested location. In the alternative, the arbitrator may be a member of our Traveling Panel, which means the arbitrator has agreed to travel to locations within the county that you live.

## **Questions and Answers:**

### ***I do not currently live in Minnesota. Can I have the hearing in the state where I live?***

In-person hearings are scheduled in the State of Minnesota, unless the parties and arbitrator agree to a location outside the State of Minnesota. If you live in a state that shares a border with Minnesota, we will try to schedule a hearing near the border of the state in which you live. Otherwise, we will schedule the hearing near the closest major Minnesota airport (MSP). The other option is to request a virtual or telephonic hearing.

### ***I am no longer available on the date of the hearing. What do I do?***

If you are no longer available for the scheduled hearing date, you may request to postpone or reschedule the hearing. First, contact the insurance company's representative and ask whether they will agree to postpone or reschedule; if so, notify the Case Administrator in writing as soon as possible. If the representative does not agree, notify the Case Administrator in writing requesting that the arbitrator grant a postponement or rescheduling of the hearing date. Please note that there is a \$100 fee to postpone or reschedule a hearing date.

## **Stage 4: Preparation**

During this stage, you should begin preparing for the hearing. Although arbitration does not have many of the formal rules and procedures used in court, it is important to remember the arbitrator's decision is final and binding on the parties. Courts only can overturn or change an arbitrator's final award for very limited reasons only; therefore, parties need to be prepared to present their best arguments.



In order for the arbitrator to decide in favor of a party, the party must meet its “burden of proof”—present sufficient evidence to support their claims. The arbitrator will determine whether the party has met their burden of proof. Depending on your claim, evidence may include medical reports, doctor’s opinions, pay stubs, documentation of mileage, valuation comparisons, competing bids, police reports, witness statements, etc.

You should be familiar with Rules 17-26, as well as any applicable statutes or case law. *Please note that neither the AAA nor the arbitrator can give you advice as to what evidence you should present.*

### **Exchange of Information (Discovery)**

Also during this time, parties often engage in discovery, which is the exchange of information. You may receive a request from the insurance company for *interrogatories* or the production of *documents*. These are legal terms related to discovery. You may also make similar requests for information from the insurance company.

Rule 12 governs the discovery process, which encourages the voluntary exchange of information, and lists the types of items both parties may request. In some cases, if you do not provide the information noted in Rule 12, the insurance company may file a motion with the arbitrator seeking an order that you comply. You are required to follow the rules and any arbitrator orders. Failure to follow the rules or arbitrator orders could result in the dismissal of your case.

Please note that the exchange of information or preparation of your case may occur earlier in the arbitration process but generally occurs during this stage of the process.

### **Motions**

A Motion is a formal request made in writing to the arbitrator for an order, which directs a party to do or refrain from some type of action. Either party may submit a motion. To submit a motion, please review the attached document *Motion Practice Protocols for Parties & Representatives*.

### **Questions and Answers:**

#### ***What happens if the other party requests a Motion?***

Once a motion has been filed by the other party, you will be given an opportunity to respond to the motion. In order to respond, you will be required to submit a motion fee deposit of \$150.00 with your written response. Please review the *Motion Practice Protocols for Parties & Representatives*, which is attached.

#### ***What happens if I do not pay the Motion fee deposit or I choose not to respond to a Motion?***

If you want to submit a motion, you must pay the \$150.00 Motion fee deposit. If you do not pay the fee, the motion will not be provided to the arbitrator for a decision.



You are not required to respond to a motion; however, the motion submitted by the other party will still be provided to the arbitrator for a decision.

If you submit a written response to the motion, but do not pay the \$150.00 deposit, your response will not be provided to the arbitrator for consideration.

***What happens if I want to request a Motion?***

Once the name of the arbitrator has been provided to the parties by the AAA, either party may file a motion. Rule 12(a) requires that the parties first discuss what it is that you would like to request. If the parties cannot resolve the issue, then you will need to prepare a written document to include that you have discussed your request with the other party, that the parties could not agree, and state what you are requesting from the arbitrator and why you are requesting that the arbitrator grant your request.

***Can I get my money back for any Motion fee?***

The Motion fee is \$150.00 per motion. If the parties would like the arbitrator to review their written documents, both parties are required to each pay a \$150.00 deposit to the AAA. The arbitrator will decide who is responsible for the \$150.00 Motion fee, and the fee will be paid from the money deposited with the AAA. If the arbitrator decides that the other party is responsible for the Motion fee, you will receive a full refund of your \$150.00 Motion fee deposit. If the arbitrator decides that you are responsible, the money you deposited will be used to pay the fee, and the other party will receive a refund of their deposit.

If you do not respond to a motion and the arbitrator decides that you are responsible for the Motion fee, the arbitrator may assess this fee as part of the award.

***How do I pay a Motion fee deposit?***

Once you submit your written motion or response, the Case Administrator will provide you with an invoice for the \$150.00 Motion fee deposit. You may pay that invoice as follows:

*Pay by Credit Card:* To expedite the process, the party may submit payment of the deposit through AAA WebFile. Visit the AAA's website at [www.adr.org/mnnofault](http://www.adr.org/mnnofault) to view instructions on how to pay invoices online.

*Pay by Check:* To pay the deposit by check, please send your payment to the address below and include either a copy of the invoice or the AAA case number and party names. If you send your motion by mail, you may include the \$150.00 check with your written submission.

American Arbitration Association  
2355 Highway 36 West, Suite 400  
Roseville, MN 55113



For more information on Motion practice, please refer to the document *Motion Practice Protocols for Parties & Representatives*, which is attached.

### **Submission of Hearing Materials**

Any written materials or evidence that you would like to provide the arbitrator to support your claim should be provided to the arbitrator prior to the hearing with a copy to the insurance company's representative. Consult the Notice of Hearing letter for the arbitrator's preferred timing and format for receipt of materials. For more information on the exchange of pre-hearing documents, please review Rule 21.

### **Questions and Answers:**

#### ***I need an interpreter for the hearing. How is this set up?***

You will be responsible for setting up any interpretation services. Interpreters must be independent of the parties, counsel, and named representatives. Please review Rule 18 on Interpreters.

#### ***Can I settle with the insurance company prior to the arbitration hearing?***

You may settle your dispute with the insurance company at any time before the arbitrator issues the award. If you have settled, or believe you are close to settling, your dispute, notify your Case Administrator. If you do settle your case, the AAA will close its case file. Remember that the filing fees are non-refundable and both parties are still responsible for any administrative fees and arbitrator compensation that have been incurred.

### **Stage 5: Hearing**

The arbitrator will open the hearing by explaining the procedures that will be followed throughout the process. Typically, those in attendance include the arbitrator, insurance company's representative and you, as well as any witnesses. The insurance company may have a court reporter present to record the proceedings.

Next, the arbitrator will administer an oath or affirmation to anyone who will be testifying during the hearing, followed by opening statements. An opening statement is generally a short road map or introduction of your case. You may choose to waive your opening statement.

After opening statements, each party will present their case in more detail. Typically, you as the filing party will go first. This will be your opportunity to testify about your case and present the evidence that supports your claim. This is referred to as direct examination. The arbitrator may or may not ask questions; however, the arbitrator will not help you present your claim. After you have completed your presentation, the insurance company's representative will present their case. This will often include asking you questions, which is referred to as cross examination.

Once both parties have presented their case, they will be given an opportunity to make any closing statements. Your closing statement should summarize your case and reiterate what you are asking the arbitrator to do.



Generally, the arbitrator will close the record of the hearing, absent any request from either party to keep it open for a limited time period to obtain more evidence. If you are missing some of your documents, you may ask that the arbitrator leave the record open while you obtain that information. You should be prepared to explain how long it will take you to produce the documents. Once the record closes, no further evidence from either party will be considered by the arbitrator. This will conclude the hearing.

### **Questions and Answers:**

#### ***How long will the hearing last?***

We schedule hearings for a two-hour duration; however, most hearings last about an hour.

#### ***Can I bring anyone with me?***

Yes, you may bring a guest; however, it will be up to the arbitrator whether the guest may be present during the hearing. We recommend that you do not bring your minor children if possible, as this can disrupt the proceedings.

#### ***What happens if I do not show up for the hearing?***

The hearing can proceed even if one party does not show up. The arbitrator will ensure that the absent party received proper notice and, if so, the arbitrator may decide to proceed. The attending party still will need to present their case to the arbitrator.

#### ***If I forgot to tell the arbitrator something at the hearing, can I contact the arbitrator afterwards?***

No. You may not have direct contact with the arbitrator. If you have questions or concerns, you should contact your Case Administrator.

### **Stage 6: Award**

The arbitrator has 30 days to issue an award after the record closes. Once the arbitrator has issued an award, the AAA will circulate the award to both parties. If you have any questions about the award, you may contact your Case Administrator. Aside from any administrative matters, the services of the AAA and the arbitrator are completed once the award is issued.

### **Questions and Answers:**

#### ***What if I do not agree with the arbitrator's award?***

The arbitrator's decision is binding on all parties to the dispute. You may request clarification or modification of the award; however, you must submit your request in writing to your Case Administrator within 20 days from the date the award was issued. The arbitrator is free to decline any response or changes.



Under very limited circumstances, the award can be overturned in court. Please review Rule 37 and 38 of the *Minnesota Rules of No-Fault Arbitration Procedures*. If you choose to challenge the award in court, please note that this is a separate process and the AAA is not involved in your court case.

***The insurance company has not complied with the Award. What can I do?***

If you have questions regarding receipt of the amounts awarded, you should contact your insurance company. The AAA is not responsible for collecting any award on your behalf, and we do not have the authority to enforce an award. The award is final and binding; therefore, you can choose to have a court confirm the award.

## Definitions

**AAA WebFile** – An online case management portal that allows you to monitor your case electronically. To register for an AAA WebFile account, please feel free to contact us at 612-332-6545 or if you have already filed a case, you may contact your Case Administrator. For additional information on the functionality of AAA WebFile, please visit the Minnesota No-Fault Website at [www.adr.org/mnnofault](http://www.adr.org/mnnofault).

**Arbitration** – A statutory method of resolving disputes between parties, by which disputes are referred to an impartial third person for resolution; a substitute for jury and judge.

**Arbitrator** – The professional who makes a decision based on the evidence and testimony presented by the claimant and the respondent. The Supreme Court's Standing Committee has approved all no-fault arbitrators in Minnesota.

**Award** – The arbitrator's decision, in writing and enforceable in court under state and federal statutes.

**Calendar** – A calendar that allows you to convey your availability in order to schedule a hearing.

**Case Administrator** – The AAA staff person assigned to administer your case. This person is neutral and responsible for the administrative details involved in moving cases through the system. The administrator does not represent either party.

**Claimant** – The party filing the petition and bringing the action in arbitration.

**Discovery** – The exchange of information between the parties.

**Hearing** – A proceeding wherein the evidence is taken for the purpose of determining the facts of a dispute and reaching a decision based on the evidence.

**Motion** – A formal request made to the arbitrator for an order that requires the other party to take some action.

**Order** – A formal written directive given by an arbitrator.





**Parties** – The named insured and insurer involved in the dispute.

**Petition** – The filing of a claim in arbitration; also the name of the form used to file a case.

**Respondent** – A responding party; in no-fault arbitration, the insurance company.

**Scheduling Period** – The period of time in which a hearing may be scheduled. The scheduling period will consist of 22 weeks, which begins 14 days following the date the calendar becomes available to you.

## Legal Help

If you would like to discuss your case with an attorney, you may contact the Minnesota State Bar Association to find legal help. You may contact them at 612-333-1183 or visit their website at [www.mnbar.org](http://www.mnbar.org).

## Contact Us

You may contact us using the following:

**Phone:** 612-332-6545

**Email:** [Minnesotanofaultarbinfo@adr.org](mailto:Minnesotanofaultarbinfo@adr.org)

## Forms

The forms below are included in the following pages:

- Minnesota No-Fault Petition
- Rule 5(d) Denial Form
- Sample Itemization

*Disclaimer: The American Arbitration Association (AAA) provides these materials for informational purposes only. The information provided in this guide should not be construed as legal advice, and is not intended to be a substitute for legal counsel on any subject matter.*

*The American Arbitration Association is a not-for-profit, public service organization committed to the resolution of disputes through the use of arbitration, mediation, and other voluntary procedures. Annually, the AAA administers hundreds of thousands of cases in a range of areas including finance, construction, labor and employment, insurance, technology, and many other areas. As an administrative organization, the AAA processes a case from filing to closing, appointing arbitrators, setting hearings, and transmitting documents. The AAA's goal is to keep cases moving in a fair and impartial manner. The AAA does not provide legal advice, and does not serve as an advocate for any party to a dispute.*



The named Claimant(s), pursuant to M.S.A. 65B.525, hereby tender(s) the following dispute arising out of a no-fault insurance policy for resolution under the Minnesota No-Fault Rules of Procedure administered by the American Arbitration Association® (AAA®).

<b>Claimant Information</b>		
Name(s) of Claimant(s):		Minor:    Yes    No
Address:		
City:	State:	Zip Code:
Phone Number(s):	Email:	
<b>Claim and Hearing Information</b>		
Insurance Company:		Claim #:
Address:		Policy #:
City:		Policyholder:
State:	Zip Code:	Phone:
Claims Representative or Attorney:		Accident Date:
*Total Amount Claimed:		
Requested hearing format ( <b>choose only one*</b> ): Teleconference    Videoconference    Documents Only    In Person *Please note that if you select more than one format, we will defer to teleconference.		
Requested hearing location:		
<b>Representative Information</b>		
If an attorney or other named individual will be representing you, please complete the below section:		
Representative:		Firm (if applicable):
Address:		
City:	State:	Zip Code:
Email:	Phone:	Fax:



I affirm that I have provided a copy of this petition and my supporting documents to the insurance company at the following address:

Mailing Address:

or

Email Address:

I affirm that the information contained herein is true to the best of my knowledge.

Signature: (Must be signed by Claimant or Representative of Claimant):      Date:

### Filing Instructions

In order to begin processing a no-fault arbitration case, the American Arbitration Association (AAA) requires the following be filed with the AAA, pursuant to Minnesota No-Fault Arbitration Rules 5(c) and 5(e):

- 1. Filing Fee:** A \$50.00 filing fee payment made payable to American Arbitration Association.
- 2. Petition:** A completed Petition for No-Fault Arbitration, signed by the claiming party or representative.
- 3. Denial/Discontinuation Letter:** A letter from the insurance company verifying that benefits have been denied or discontinued. If a denial letter has not been provided, the filing party may submit proof that bills have been submitted to the insurance company and remain unpaid after 30 days.
- 4. Itemization of Claim:** An itemization detailing what you are claiming for arbitration. The itemization, depending on the nature of your claim, should include the name(s) of medical providers, the name(s) of employer(s), date(s) of service or loss and the amount(s) claimed for each.
- 5. Supporting Documents:** Documentation supporting your claim. e.g. billing summaries, wage stubs, market value comparisons, etc.

To file online, visit [www.adr.org/Support](http://www.adr.org/Support) and click **Sign in to Access & Manage a Case**. To file by mail, send submissions to American Arbitration Association, 2355 Highway 36 West, Suite 400, Roseville, MN 55113. For questions contact us at 612-332-6545.



Rule 5(d) of the *Minnesota Rules of No-Fault Arbitration Procedure* (No-Fault Rules) provides that a claim is deemed denied for purposes of activating the No-Fault rules, if the respondent fails to respond in writing within 30 days after reasonable proof of the fact and the amount of loss is duly presented to the respondent.

If a denial of the claim has not been issued in writing by the respondent and the claim meets the above requirements of Rule 5(d), claimant may complete this form and file it with the petition to satisfy the Minnesota No-Fault arbitration filing requirements.

**Name of Claimant(s):** \_\_\_\_\_

**Name of Respondent(s):** \_\_\_\_\_

**Claim #:** \_\_\_\_\_

I certify that, to the best of my knowledge, this claim meets the requirements under Rule 5(d) of the No-Fault Rules and pursuant to such rule, is being submitted in lieu of a formal written denial letter.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Must be signed by Claimant or Representative of Claimant



Name: \_\_\_\_\_

Date of Accident: \_\_\_\_\_

Insurance Claim Number: \_\_\_\_\_

MEDICAL PROVIDERS	DATE OF SERVICE	UNPAID BILLS
<b>ABC Hospital:</b>		
ABC Hospital	11/29/19	\$400.00
<b>Total:</b>		<b>\$400.00</b>
<b>ABC Ambulance:</b>		
ABC Ambulance	11/29/19	\$600.00
<b>Total:</b>		<b>\$600.00</b>
<b>MN Imaging:</b>		
MN Imaging	12/11/19	\$300.00
MN Imaging	3/18/20	\$325.00
<b>Total:</b>		<b>\$625.00</b>
<b>MN Orthopedic:</b>		
MN Orthopedics	12/15/19	\$200.00
MN Orthopedics	12/18/19	\$200.00
MN Orthopedics	12/26/19	\$200.00
MN Orthopedics	1/4/20	\$200.00
MN Orthopedics	3/3/20	\$200.00
<b>Total:</b>		<b>\$1,200.00</b>
<b>MN Chiropractic:</b>		
MN Chiropractic	12/19/19	\$145.00
MN Chiropractic	12/23/19	\$145.00
MN Chiropractic	1/6/20	\$145.00
MN Chiropractic	1/10/20	\$145.00
MN Chiropractic	1/15/20	\$145.00
MN Chiropractic	1/25/20	\$145.00



<b>MEDICAL PROVIDERS</b>	<b>DATE OF SERVICE</b>	<b>UNPAID BILLS</b>
MN Chiropractic	2/7/20	\$145.00
MN Chiropractic	2/22/20	\$145.00
<b>Total:</b>		<b>\$1,160.00</b>
<b>REPLACEMENT SERVICES</b>	<b>DATE OF SERVICE</b>	<b>UNPAID BILLS</b>
House Cleaning (Happy Cleaning, Inc.)	12/23/20	\$150.00
Snow Shoveling (Neighbor)	1/3/20	\$50.00
Snow Shoveling (Neighbor)	1/10/20	\$50.00
Snow Shoveling (Neighbor)	1/10/20	\$50.00
House Cleaning (Happy Cleaning, Inc.)	1/23/20	\$150.00
<b>Total:</b>		<b>\$450.00</b>
<b>WAGE LOSS</b>	<b>DATE OF EMPLOYMENT</b>	<b>UNPAID WAGES</b>
CBA Corporation	11/29/19	\$50.00
CBA Corporation	11/30/19	\$50.00
CBA Corporation	12/1/19	\$50.00
CBA Corporation	12/5/19	\$50.00
<b>Total:</b>		<b>\$200.00</b>
<b>Total Arbitration Claim:</b>		<b>\$4,635.00*</b>

*\*Includes the total unpaid bills from each benefit category.*

**Informational Note:**

Please note an itemization may include other costs or benefits. The purpose of this document is to provide you with a sample of what an itemization of claim may look like. To determine what types of benefits you may claim, please refer to the Minnesota No-Fault Automobile Insurance Statute under 65B. You may access the statute using the following link: <https://www.revisor.mn.gov/statutes/cite/65B>

MINNESOTA  
NO-FAULT  
ARBITRATION

# Minnesota Rules of No-Fault Arbitration Procedure



AMERICAN ARBITRATION ASSOCIATION®

Available online at [adr.org](https://www.adr.org)

Rules Amended and Effective April 18, 2022

# Table of Contents

Rule 1. Purpose and Administration .....	4
Rule 2. Appointment of Arbitrator .....	4
Rule 3. Name of Tribunal .....	4
Rule 4. Administrator .....	5
Rule 5. Initiation of Arbitration .....	5
Rule 6. Jurisdiction in Mandatory Cases.....	6
Rule 7. Notice .....	6
Rule 8. Selection of Arbitrator and Challenge Procedure.....	6
Rule 9. Notice to Arbitrator of Appointment .....	7
Rule 10. Qualification of Arbitrator and Disclosure Procedure .....	7
Rule 11. Vacancies .....	8
Rule 12. Discovery, Motions, and Applications.....	8
Rule 13. Withdrawal .....	10
Rule 14. Date, Time, and Place of Arbitration .....	10
Rule 15. Postponements .....	10
Rule 16. Representation.....	11
Rule 17. Stenographic Record.....	11
Rule 18. Interpreters.....	11
Rule 19. Attendance at Hearing .....	11
Rule 20. Oaths .....	12
Rule 21. Order of Proceedings and Communication with Arbitrator.....	12
Rule 22. Arbitration in the Absence of a Party or Representative.....	12
Rule 23. Witnesses, Subpoenas and Depositions .....	13
Rule 24. Evidence .....	13
Rule 25. Close of Hearing .....	13
Rule 26. Re-opening the Hearing.....	14
Rule 27. Waiver of Oral Hearing .....	14
Rule 28. Extensions of Time .....	14
Rule 29. Serving of Notice .....	14
Rule 30. Time of Award .....	14
Rule 31. Form of Award.....	15
Rule 32. Scope of Award .....	15
Rule 33. Delivery of Award to Parties.....	15
Rule 34. Waiver of Rules .....	15



Rule 35. Interpretation and Application of Rules . . . . . 15

Rule 36. Release of Documents for Judicial Proceedings . . . . . 15

Rule 37. Applications to Court and Exclusion of Liability . . . . . 16

Rule 38. Confirmation, Vacation, Modification, or Correction of Award . . . . . 16

Rule 39. Administrative Fees . . . . . 16

Rule 40. Arbitrator's Fees . . . . . 17

Rule 41. Rescheduling or Cancellation Fees . . . . . 18

Rule 42. Expenses . . . . . 18

Rule 43. Amendment or Modification . . . . . 18

Appendix . . . . . 19

# Minnesota Rules of No-Fault Arbitration Procedure



## Rule 1. Purpose and Administration

- a. The purpose of the Minnesota no-fault arbitration system is to promote the orderly and efficient administration of justice in this State. To this end, the Court, pursuant to Minn. Stat. 65B.525 and in the exercise of its rule making responsibilities, does hereby adopt these rules. These rules are intended to implement the Minnesota No-Fault Act.
- b. The Arbitration under Minn. Stat. 65B.525 shall be administered by a Standing Committee of not less than twelve members to be appointed by the Minnesota Supreme Court. Members shall be appointed for a four-year term commencing on January 1, with at least three members' terms expiring each year. No member shall serve more than two full terms and any partial term.
- c. The day-to-day administration of arbitration under Minn. Stat. 65B.525 shall be by an arbitration organization designated by the Standing Committee with the concurrence of the Supreme Court. The administration shall be subject to the continuing supervision of the Standing Committee.

## Rule 2. Appointment of Arbitrator

The Standing Committee may conditionally approve and submit to the arbitration organization nominees to the panel of arbitrators quarterly in March, June, September and December of each year, commencing March 1988. These nominees then may be included in the panel of arbitrators that the Standing Committee shall nominate annually for approval by the Supreme Court. The panel appointed by the Supreme Court shall be certified by the Standing Committee to the arbitration organization.

## Rule 3. Name of Tribunal

Any tribunal constituted by the parties for the settlement of their dispute under these rules shall be called the Minnesota No-Fault Arbitration Tribunal.

## Rule 4. Administrator

When parties agree to arbitrate under these rules, or when they provide for arbitration by the arbitration organization and an arbitration is initiated thereunder, they thereby constitute the arbitration organization for the administrator of the arbitration.

## Rule 5. Initiation of Arbitration

- a. *Mandatory Arbitration* (for claims of \$10,000 or less at the commencement of arbitration). At such time as the respondent denies a claim, the respondent shall advise the claimant of claimant's right to demand arbitration.
- b. *Nonmandatory Arbitration* (for claims over \$10,000). At such time as the respondent denies a claim, the respondent shall advise the claimant whether or not it is willing to submit the claim to arbitration.
- c. *All Cases*. In all cases the respondent shall also advise the claimant that information on arbitration procedures may be obtained from the arbitration organization, giving the arbitration organization's current address and email address. On request, the arbitration organization will provide a claimant with a petition form for initiating arbitration together with a copy of these rules. Arbitration is commenced by the filing of the signed form, together with the required filing fee, with the arbitration organization. If the claimant asserts a claim against more than one insurer, claimant shall so designate upon the arbitration petition. In the event that a respondent claims or asserts that another insurer bears some or all of the responsibility for the claim, respondent shall file a petition identifying the insurer and setting forth the amount of the claim that it claims is the responsibility of another insurer. Regardless of the number of respondents identified on the claim petition, the claim is subject to the jurisdictional limits set forth in Rule 6.
- d. *Denial of Claim*. If a respondent fails to respond in writing within 30 days after reasonable proof of the fact and the amount of loss is duly presented to the respondent, the claim shall be deemed denied for the purpose of activating these rules.
- e. *Commencement Notice*. The claimant shall simultaneously provide a copy of the petition and any supporting documents to the respondent and arbitration organization. The arbitration organization shall provide notice to the parties of the commencement of the arbitration. The filing date for purposes of the 30-day response period shall be the date of the arbitration organization's commencement notice.
- f. *Itemization of Claim*. At the time of filing the arbitration form, or within 30 days after, the claimant shall file an itemization of benefits claimed and supporting documentation. Medical and replacement services claims must detail the names of providers, dates of services claimed, and total amounts owing. Income-loss claims must detail employers, rates of pay, dates of loss, method of calculation, and total amounts owing.

- g. *Insurer's Response.* Within 30 days after receipt of the itemization of benefits claimed and supporting documentation from claimant, respondent shall serve a response to the petition setting forth all grounds upon which the claim is denied and accompanied by all documents supporting denial of the benefits claimed. There is no additional administrative fee where parties to a pending arbitration attempt to mediate their dispute under the arbitration organization's auspices.

## Rule 6. Jurisdiction in Mandatory Cases

By statute, mandatory arbitration applies to all claims for no-fault benefits or comprehensive or collision damage coverage where the total amount of the claim, at the commencement of arbitration, is in an amount of \$10,000 or less. In cases where the amount of the claim continues to accrue after the petition is filed, the arbitrator shall have jurisdiction to determine all amounts claimed including those in excess of \$10,000. If the claimant waives a portion of the claim in order to come within the \$10,000 jurisdictional limit, the claimant must specify within 30 days of filing the claims in excess of the \$10,000 being waived.

## Rule 7. Notice

Upon the filing of the petition form, the arbitration organization shall send notice to the other party together with a request for payment of the filing fee.

## Rule 8. Selection of Arbitrator and Challenge Procedure

The arbitration organization shall send simultaneously to each party to the dispute an identical list of four names of persons chosen from the panel. Each party to the dispute shall have seven business days from the date of transmission in which to cross out a maximum of one name objected to, number the remaining names in order of preference, and return the list to the arbitration organization. In the event of multiparty arbitration, the arbitration organization may increase the number of potential arbitrators and divide the strikes so as to afford an equal number of strikes to each adverse interest. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. One of the persons who have been approved on both lists shall be invited by the arbitration organization to serve in accordance with the designated order of the mutual preference. Any objection to an arbitrator based on the arbitrator's post appointment disclosure must be made within seven business days from the date of transmission of the arbitrator disclosure form. Failure to object to the appointed arbitrator based upon the post-appointment disclosure within seven business days constitutes waiver of any objections based on the post-appointment disclosure, subject to the provisions in Rule 10. An objection to a potential

arbitrator shall be determined initially by the arbitration organization, subject to appeal to the Standing Committee.

If an acceptable arbitrator is unable to act, or for any other reason the appointment cannot be made from the submitted list, the arbitration organization shall have the power to make the appointment from among other members of the panel without the submission of additional lists. If any arbitrator should resign, be disqualified, or unable to perform the duties of the office, the arbitration organization shall appoint another arbitrator from the no-fault panel to the case.

### Rule 9. Notice to Arbitrator of Appointment

Notice of the appointment of the neutral arbitrator, whether appointed mutually by the parties or by the arbitration organization, shall be transmitted to the arbitrator by the arbitration organization, and the signed acceptance of the arbitrator shall be filed with the arbitration organization prior to the opening of the first hearing.

### Rule 10. Qualification of Arbitrator and Disclosure Procedure

- a.** Every member of the panel shall be a licensed attorney at law of this state or a retired attorney or judge in good standing. A lawyer is in good standing if the lawyer meets the qualifications for “active status” or “inactive status” under Rule 2.A or 2.B of the Rules of the Supreme Court on Lawyer Registration. Requirements for qualification as an arbitrator shall be:
- (1)** at least 5 years in practice in this state;
  - (2)** at least one-quarter, based upon a five (5) year average, of the attorney's practice is with auto insurance claims or, for an attorney not actively representing clients, at least one-quarter, based upon a five (5) year average, of an ADR practice is with motor vehicle claims or no-fault matters;
  - (3)** completion of an arbitrator training program approved by the No-Fault Standing Committee prior to appointment to the panel; and
  - (4)** at least three CLE hours on no-fault issues within the reporting period; and  
**(5)** arbitrators will be required to recertify each year, confirming at the time of recertification that they continue to meet the above requirements.
- b.** No person shall serve as an arbitrator in any arbitration in which he or she has a financial or personal conflict of interest. Under procedures established by the Standing Committee and immediately following appointment to a case, every arbitrator shall be required to disclose any circumstances likely to create a presumption or possibility of bias or conflict that may disqualify the person as a potential arbitrator. Every arbitrator shall supplement the disclosures as circumstances require. The fact that an arbitrator or the arbitrator's firm represents automobile accident claimants against insurance companies or self-insureds,

including the respondent, does not create a presumption of bias. It is a financial conflict of interest if, within the last year, the appointed arbitrator or the arbitrator's firm has been hired by the respondent to represent the respondent or respondent's insureds in a dispute for which the respondent provides insurance coverage. It is a financial conflict of interest if the appointed arbitrator received referrals within the last year from officers, employees or agents of any entity whose bills are in dispute in the arbitration or the arbitrator's firm has received such referrals.

- c. If an arbitrator has been certified and has met the requirements of subdivision (a) for the past five years but becomes ineligible for certification under Rule 10(a) due to retirement or change in practice, the arbitrator may continue to seek annual certification for up to five years from the date of practice change, and for a retired attorney or judge serving as an arbitrator, at any time, if the following requirements are satisfied:

The arbitrator completes and files an annual No-Fault Arbitrator Recertification form which certifies that:

1. He or she is an attorney licensed to practice law in Minnesota and is in good standing or a retired attorney or judge in good standing;
2. He or she has retained current knowledge of the Minnesota No-Fault Act (Minn. Stat. §§ 65B.41-65B.71), Minnesota appellate court decisions interpreting the Act, the Minnesota No-Fault Arbitration Rules, and the Arbitrators' Standards of Conduct; and
3. He or she has attended at least three CLE hours on no-fault issues within the reporting period, regardless of whether he or she is in CLE active or inactive status.

The rules regarding bias and conflict of interest as set forth in subdivision (b) remain applicable to arbitrators who recertified under this subdivision (c).

## Rule 11. Vacancies

If for any reason an arbitrator should be unable to perform the duties of the office, the arbitration organization may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these rules.

## Rule 12. Discovery, Motions, and Applications

### a. Discovery

The voluntary exchange of information is encouraged. Formal discovery is discouraged except that a party is entitled to the following within 30 days of receipt of the request:

1. exchange of medical reports;
2. medical authorizations directed to all medical providers consulted by the claimant in the seven years prior to the accident;
3. employment records and authorizations for two years prior to the accident, when wage loss is in dispute;
4. supporting documentation required under No-Fault Arbitration Rule 5; and
5. other exhibits to be offered at the hearing.

However, upon application and good cause shown by any party, the arbitrator may permit any discovery allowable under the Minnesota Rules of Civil Procedure for the District Courts. Any medical examination for which the respondent can establish good cause shall be completed within 90 days following the commencement of the case unless extended by the arbitrator for good cause.

The Minnesota Rules of Civil Procedure shall apply to claims for comprehensive or collision damage coverage.

## **b. Motions and Applications**

Motions and Applications are discouraged. No prehearing motion or application may be submitted by any party for consideration until:

1. The parties have conferred either in person, or by telephone, or in writing in an attempt to resolve their differences. The moving/applying party shall initiate the conference. The moving/applying party shall include with its moving/application papers a certification that the movant/applicant has conferred with the other party and which states the outcome of that conference;
2. An arbitrator has been appointed in accordance with Rule 8; and
3. The fees required by Rule 40(a) have been deposited with the Arbitration Organization.

If a party, or an officer, director, employee, or managing agent of a party fails to obey an order issued by the arbitrator, the arbitrator may issue such orders in regard to the failure as are just, and among others, those authorized by Minn. R. Civ. P. 37.02(b)(1)-(3). However, where the failure to comply is with an order for a medical examination that requires a party to produce another for the examination, orders authorized by Minn. R. Civ. P. 37.02(b)(1)-(3) shall not be available if the party failing to comply shows that the party is unable to produce such person for examination.

Consistent with Rule 32, an arbitrator shall not award attorney's fees to any party.

### Rule 13. Withdrawal

A claimant may withdraw a petition up until 10 days prior to the hearing, thereafter the consent of the respondent shall be required. The claimant will be responsible for the arbitrator's fee, if any, upon withdrawal. If the petition is withdrawn after a panel of arbitrators is submitted and if the claimant shall file another petition arising from the same accident against the same insurer, the same panel of arbitrators shall be resubmitted to the claimant and the respondent. If the petition is withdrawn after the arbitrator is selected and if the claimant shall file another petition arising from the same accident against the same insurer, the same arbitrator who was earlier assigned shall be reassigned. The claimant who withdraws a petition shall be responsible for all parties' filing fees incurred upon the refile of the petition.

### Rule 14. Date, Time, and Place of Arbitration

An informal arbitration hearing will be held in the arbitrator's office or some other appropriate place in the general locale within a 50-mile radius of the claimant's residence, or other place agreed upon by the parties. The arbitrator may fix the date, time and place for the hearing. If the claimant resides outside the state of Minnesota, the arbitration organization shall designate the appropriate place for the hearing. At least 14 days prior to the hearing, the arbitration organization shall transmit notice thereof to each party or to a party's designated representative. Notice of hearing may be waived by any party. When an arbitration hearing has been scheduled for a day certain, the courts of the state shall recognize the date as the equivalent of a day certain court trial date in the scheduling of their calendars.

### Rule 15. Postponements

The arbitrator, for good cause shown, may postpone any hearing upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree thereto. The party requesting a postponement will be billed for the cost of the rescheduling; if, however, the arbitrator determines that a postponement was necessitated by a party's failure to cooperate in providing information required under Rule 5 or Rule 12, the arbitrator may assess the rescheduling fee to that party.



## Rule 16. Representation

Any party may be represented by counsel or other representative named by that party. A party intending to be so represented shall notify the other party and the arbitration organization of the name, mailing address, and email address of the representative, at least three days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

If counsel or other representative named by the claimant withdraws from representation of any pending matter, the claim shall be dismissed, unless the claimant advises the arbitration organization of the intention to proceed *pro se* or a replacement counsel or representative is named within 30 days of the sending of notice of withdrawal.

## Rule 17. Stenographic Record

Any party desiring an audio or stenographic record shall make arrangements directly with a stenographer and shall notify the other party of these arrangements at least 24 hours in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties to be, or determined by the arbitrator to be, the official record of the proceedings, it must be made available to the arbitrator and to the other parties for inspection, at a date, time, and place determined by the arbitrator.

## Rule 18. Interpreters

Any party desiring an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. The arbitrator may assess the cost of an interpreter pursuant to Rule 42.

Interpreters must be independent of the parties, counsel, and named representatives. All interpreters must abide by the Code of Professional Responsibility for Interpreters in the Minnesota State Court System.

## Rule 19. Attendance at Hearing

The arbitrator shall maintain the privacy of the hearings. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness.

## Rule 20. Oaths

Arbitrators, upon accepting appointments to the panel, shall take an oath or affirmation of office. The arbitrator may require witnesses to testify under oath or affirmation.

## Rule 21. Order of Proceedings and Communication with Arbitrator

The hearing shall be opened by the recording of the date, time, and place of the hearing, and the presence of the arbitrator, the parties, and their representatives, if any. Either party may make an opening statement regarding the claim. The claimant shall then present evidence to support the claim. The respondent shall then present evidence supporting the defense. Witnesses for each party shall submit to questions or other examination. The arbitrator has the discretion to vary this procedure, but shall afford a full and equal opportunity to all parties for the presentation of any material and relevant evidence. Exhibits, when offered by either party, may be received in evidence by the arbitrator.

The names and addresses of all witnesses and description of the exhibits in the order received shall be made part of the record. There shall be no direct communication between the arbitrator and the parties other than at the hearing, unless otherwise advised by the arbitration organization or by agreement of the parties and arbitrator. However, an arbitrator may directly contact the parties, but such communication is limited to administrative matters. Any direct communication between the arbitrator and parties must be conveyed to the arbitration organization, except communications at the hearing. Pre-hearing exhibits can be sent directly to the arbitrator, delivered in the same manner and at the same time to the opposing party. Parties are encouraged to submit any pre-hearing exhibits at least 24 hours in advance of the scheduled hearing. If the exhibits are not provided to opposing counsel and the arbitrator at least 24 hours before the hearing or if the exhibits contain new information and opposing counsel has not had a reasonable amount of time to review and respond to the information, the arbitrator may hold the record open until the parties have had time to review and respond to the material or reconvene the arbitration at a later date. Any other oral or written communication from the parties to the arbitrator shall be directed to the arbitration organization for transmittal to the arbitrator.

## Rule 22. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present

or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

### Rule 23. Witnesses, Subpoenas and Depositions

- a. Through the arbitration organization, the arbitrator may, on the arbitrator's initiative or at the request of any party, issue subpoenas for the attendance of witnesses at the arbitration hearing or at such deposition as ordered under Rule 12, and the production of books, records, documents and other evidence. The subpoenas so issued shall be served, and upon application to the district court by either party or the arbitrator, enforced in the manner provided by law for the service and enforcement of subpoenas for a civil action.
- b. All provisions of law compelling a person under subpoena to testify are applicable.
- c. Fees for attendance as a witness shall be the same as for a witness in the district courts.

### Rule 24. Evidence

The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the issues. The arbitrator shall be the judge of the relevancy and materiality of any evidence offered, and conformity to legal rules of evidence shall not be necessary. The parties shall be encouraged to offer, and the arbitrator shall be encouraged to receive and consider, evidence by affidavit or other document, including medical reports, statements of witnesses, officers, accident reports, medical texts and other similar written documents that would not ordinarily be admissible as evidence in the courts of this state. In receiving this evidence, the arbitrator shall consider any objections to its admission in determining the weight to which he or she deems it is entitled.

### Rule 25. Close of Hearing

The arbitrator shall specifically inquire of all parties as to whether they have any further evidence. If they do not, the arbitrator shall declare the hearing closed. If briefs or documents are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of said documents. The time limit within which the arbitrator is required to make his or her award shall commence to run upon the closing of the hearing.

## Rule 26. Re-opening the Hearing

At any time before the award is made, a hearing may be reopened by the arbitrator on the arbitrator's own motion, or upon application of a party for good cause shown.

## Rule 27. Waiver of Oral Hearing

The parties may provide, by written agreement, for the waiver of oral hearings in any case. If the parties are unable to agree as to the procedure, the arbitration organization shall specify a fair and equitable procedure.

## Rule 28. Extensions of Time

The parties may modify any period of time by mutual agreement. The arbitration organization or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The arbitration organization shall notify the parties of any extension.

## Rule 29. Serving of Notice

Each party waives the requirements of Minn. Stat. 572B.20 and shall be deemed to have agreed that any notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection herewith including application for the confirmation, vacation, modification, or correction of an award issued hereunder as provided in Rule 38; or for the entry of judgment on any award made under these rules may be served on a party by mail or electronic means addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party.

## Rule 30. Time of Award

The award shall be made promptly by the arbitrator, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing the hearing, or if oral hearings have been waived, from the date of the arbitration organization's transmittal of the final statements and proofs to the arbitrator. In the event the 30th day falls on a weekend or federal holiday, the award shall be made no later than the next business day.

### Rule 31. Form of Award

The award shall be in writing and shall be signed by the arbitrator. It shall be executed in the manner required by law.

### Rule 32. Scope of Award

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable consistent with the Minnesota No-Fault Act. The arbitrator may, in the award, include arbitration fees, expenses, rescheduling fees and compensation as provided in sections 39, 40, 41, and 42 in favor of any party and, in the event that any administrative fees or expenses are due the arbitration organization, in favor of the arbitration organization, except that the arbitrator must award interest when required by Minn. Stat. 65B.54. The arbitrator may not, in the award, include attorneys fees for either party.

Given the informal nature of no-fault arbitration proceedings, the no-fault award shall not be the basis for a claim of estoppel or waiver in any other proceeding.

### Rule 33. Delivery of Award to Parties

The award may be delivered by the arbitration organization to the parties or their representatives by mail, electronic means, personal service, or any other manner permitted by law.

### Rule 34. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection thereto in writing shall be deemed to have waived the right to object.

### Rule 35. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. All other rules shall be interpreted by the arbitration organization.

### Rule 36. Release of Documents for Judicial Proceedings

The arbitration organization shall, upon the written request of a party, furnish to the party, at its expense, certified copies of any documents in the arbitration

organization's possession that may be required in judicial proceedings relating to the arbitration.

The arbitration organization shall not release documents that are privileged or otherwise protected by law from disclosure. This includes, but is not limited to, any notes, memoranda, or drafts thereof prepared by the arbitrator or employee of the arbitrator that were used in the process of preparing the award, and any internal communications between members of the standing committee made as part of the committee's deliberative process.

### Rule 37. Applications to Court and Exclusion of Liability

- a. No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.
- b. Neither the arbitration organization nor any arbitrator in a proceeding under these rules can be made a witness or is a necessary party in judicial proceedings relating to the arbitration.
- c. Parties to proceedings governed by these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- d. Neither the arbitration organization nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

### Rule 38. Confirmation, Vacation, Modification, or Correction of Award

The provisions of Minn. Stat. § 572B.01 through § 572B.31 shall apply to the confirmation, vacation, modification, or correction of award issued hereunder, except that service of process pursuant to the Minn. Stat. § 572B.05 shall be made as provided in Rule 29 of these rules.

### Rule 39. Administrative Fees

The initial fee is due and payable at the time of filing and shall be paid as follows: by the claimant, \$50.00; by the respondent, \$200.00. In the event that there is more than one respondent in an action, each respondent shall pay the \$200.00 fee.

Upon review of a petition, if the arbitration organization determines that a claim was filed in error, the organization may require that payment of respondent's filing fee be assessed against the claimant.

The arbitration organization may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fee.

#### Rule 40. Arbitrator's Fees

- a. Motion Fees:** If prior to any scheduled hearing, a motion or application is brought for the arbitrator to decide (other than a motion to postpone a hearing), the following fees shall be paid:
1. The movant/applicant shall pay to (deposit with) the arbitration organization a motion fee in the amount of \$150.00 at the time the movant submits its motion/application papers to the arbitration organization.
  2. The party opposing the motion/application shall pay to (deposit with) the arbitration organization a motion fee in the amount of \$150.00 at the time the opposing party submits its opposition/responsive papers to the arbitration organization.

Upon the arbitration organization's receipt of all papers and required motion fees from the parties, the arbitration organization shall deliver the submissions to the arbitrator. No motion shall be heard or decided by the arbitrator until all required fees have been deposited and papers submitted to the arbitration organization.

In the event there is no response to a motion (filed with the arbitration organization and for which a motion fee has been deposited) by the deadline to respond as set forth in the arbitration organization's written notice to the parties, the motion papers shall be submitted to the arbitrator for consideration.

For each motion in which there are submissions by both parties to the motion, the arbitrator shall be compensated \$100.00 and the arbitration organization shall be compensated a \$50.00 administrative fee. The arbitrator shall direct which party is responsible for the arbitrator and administrative fees, which shall be paid from that party's previously deposited motion fee. The party not responsible for the arbitrator and administrative fees shall be refunded the motion fee that was previously deposited with the arbitration organization.

For each motion in which there is no response from the responding party, the arbitrator shall be compensated \$50.00 for the motion and the arbitration organization shall be compensated a \$50.00 administrative fee, which shall be paid from the moving party's deposited motion fee. The moving party may assert a claim at the hearing for the portion of the motion fee deposited with the arbitration organization that is not subject to refund from the arbitration organization.

In the event the arbitration organization is notified prior to submission to the arbitrator that the motion is withdrawn or resolved, the arbitration organization shall be compensated a \$50.00 administrative fee, which shall be paid from the moving party's deposited motion fee. The remaining \$100 shall be refunded to the moving party. The moving party may assert a claim at the hearing for the \$50.00 administrative fee paid to the arbitration organization.

- b. In addition to compensation as in (a) above, except as otherwise provided by the Rules, an arbitrator shall be compensated for services and for any use of office facilities in the amount of \$300 per case.
- c. If the arbitration organization is notified of a settlement or a withdrawal of a claim at any time up to 24 hours prior to the scheduled hearing, but after the appointment of the arbitrator, the arbitrator's fee shall be \$50. If the arbitration organization is notified of a postponement, settlement or a withdrawal of a claim 24 hours or less prior to the scheduled hearing, the arbitrator's fee shall be \$300. Unless the parties agree otherwise, the fee in a settlement shall be assessed equally to the parties, the fee in a withdrawal shall be borne by claimant, and the fee in a postponement shall be borne by the requesting party. Regardless of the resolution of the case, the arbitrator's fee shall not exceed \$300 and is subject to the provisions of Rule 15.
- d. An arbitrator serving on a court-ordered or party-consolidated case shall be compensated at a rate of \$200.00 per hour.
- e. Once a hearing is commenced, the arbitrator shall direct assessment of the fee.

#### Rule 41. Rescheduling or Cancellation Fees

A party requesting to reschedule or cancel a hearing shall be charged a fee of \$100.00, provided that the request does not fall within the provisions of Rule 40(b) that specifically address settlement or withdrawal.

#### Rule 42. Expenses

Generally each side should pay its own expenses. An arbitrator does, however, have the discretion to direct a party or parties to pay expenses as part of an award.

The arbitration organization shall charge simple interest at the rate of 15 percent per annum on fees assessed pursuant to Rule(s) 39, 40, and 41 but not paid within 60 days of the date of an invoice. The No-Fault Standing Committee is authorized to adopt by policy statement or resolution procedures to enforce payment of overdue Rule 39, 40, and 41 fees.

#### Rule 43. Amendment or Modification

The Standing Committee may propose amendments to these rules as circumstances may require. All changes in these rules and all other determinations of the Standing Committee shall be subject to review and approved by the Minnesota Supreme Court.



# Appendix

## Standards of Conduct for Minnesota No-Fault Arbitrators

### Preamble

No-Fault Arbitrators, like judges, have the power to decide cases. Therefore, arbitrators undertake serious responsibilities to the public, as well as to the parties. In order for the system to succeed, the public must have the utmost confidence in the arbitration process and the arbitrators who serve on the No-Fault Panel. To this end, these Standards of Conduct for Minnesota No-Fault Arbitrators have been established by the No-Fault Standing Committee. The purpose of these Standards is to provide guidance in order to promote a fair, neutral, and impartial panel of arbitrators.

### I. Integrity and Fairness

**An arbitrator shall at all times act in a manner that promotes public confidence in the integrity and impartiality of the arbitration process.**

- A.** An arbitrator has a responsibility not only to the parties but also to the process of arbitration itself, and must observe high standards of conduct so that the integrity and fairness of the process will be preserved. Accordingly, an arbitrator should recognize a responsibility to the public, to the parties whose rights will be decided, and to all other participants in the proceedings.
- B.** Arbitrators shall conduct themselves in a way that is fair to all parties and should not be swayed by outside pressure, public clamor, fear of criticism or self-interest. Arbitrators shall avoid conduct and statements which give the appearance of partiality.
- C.** An arbitrator shall conduct the arbitration process in a manner which advances the fair and efficient resolution of the matters submitted for decision. An arbitrator shall make all reasonable efforts to prevent delaying tactics, harassment of parties or other participants, or other abuse or disruption of the arbitration process.
- D.** An arbitrator who withdraws prior the completion of the arbitration, whether upon the arbitrator's initiative or upon the request of one or more of the parties, shall take reasonable steps to protect the interests of the parties in the arbitration, including return or destruction of evidentiary materials and the protection of confidentiality.

## II. Disclosures

### **An arbitrator shall make a full and complete disclosure of any interests or relationships pursuant to Rule 10.**

- A. An arbitrator shall make all disclosures as required under Rule 10.
- B. The obligation to disclose interests or relationships described in paragraph A is a continuing duty which requires the arbitrator to disclose, as soon as practicable, at any stage of the arbitration, any such interests or relationships which may arise, or which are called to the arbitrator's attention, or discovered.
- C. Any doubts as to whether or not disclosure should be made shall be resolved in favor of disclosure.

## III. Communications

### **An arbitrator shall avoid impropriety or even the appearance of impropriety in communicating with parties.**

- A. An arbitrator shall not discuss a proceeding with any party or attorney in the absence of any other party or attorney.
- B. An arbitrator shall not have any direct communication other than what is prescribed in Rule 21.
- C. If a party or attorney attempts to communicate directly with the arbitrator, the arbitrator shall notify the arbitration organization.
- D. When an arbitrator communicates in writing with one party, the arbitrator shall at the same time send a copy of the communication to every other party.

## IV. Hearing Proceedings

### **An arbitrator shall conduct the proceedings fairly and diligently.**

- A. An arbitrator shall conduct the proceedings in an even-handed manner. The arbitrator should be patient and courteous to the parties, their representatives, and the witnesses and should encourage similar conduct by all participants.
- B. The arbitrator shall afford to all parties the right to be heard. The arbitrator shall allow each party a fair opportunity to present evidence and arguments.
- C. If a party fails to appear after due notice, the arbitrator may proceed with the arbitration when authorized to do so, but only after receiving assurance that appropriate notice has been given to the absent party. Arbitrators must comply with Rule 22.

- D. An arbitrator shall not exert pressure on any party to settle or to utilize other dispute resolution processes. An arbitrator shall not be present or otherwise participate in settlement discussions or act as a mediator unless requested to do so, in writing, by all parties and their representatives.

## V. Decisions, Orders and Awards

**An arbitrator shall make decisions in a just, independent and deliberate manner.**

- A. The arbitrator shall, after careful deliberation, decide only those issues submitted for determination.
- B. An arbitrator shall decide all matters justly, exercising independent judgement, and shall not permit outside pressure or other considerations to affect the decision.
- C. An arbitrator shall not delegate the duty to decide to any other person.
- D. An arbitrator shall make a determination based on the evidence presented. An award must be supported by the evidence.

## VI. Trust and Confidentiality

**An arbitrator shall be faithful to the relationship of trust and confidentiality inherent in that office.**

- A. An arbitrator is in a relationship of trust to the parties and shall not, at any time, use confidential information acquired during the arbitration proceeding to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- B. The arbitrator shall keep confidential all matters relating to the arbitration proceedings and decision.
- C. It is improper, at any time, for an arbitrator to inform anyone of any decision in advance of the time it is given to all parties. After an arbitration award has been made, it is improper for an arbitrator to assist, in any way, in proceedings to enforce or challenge the award.

## VII. Time and Availability

**An arbitrator shall devote the time and attention to each case in order to promote efficiency.**

- A. An arbitrator shall promptly schedule and be prepared for hearings.
- B. An arbitrator shall not delay the process and shall not postpone a hearing, except for good cause.

- C. An arbitrator shall promptly file decisions of any pending issues and shall issue an award within 30 calendar days of the closure of the record.

## VIII. Arbitrator Qualifications

### **An arbitrator must continue to meet the qualifications under Rule 10 in order to serve on the Minnesota No-Fault Panel.**

- A. In accordance with Rule 10, a lawyer or retired judge must be in “good standing.” A lawyer is in good standing if the lawyer meets the qualifications for “active status” or “inactive status” under Rule 2.A or 2.B of the Rules of the Supreme Court on Lawyer Registration. A determination by the Minnesota Supreme Court in a disciplinary proceeding commenced by the Office of Lawyers Professional Responsibility or the Minnesota Board on Judicial Standards that the lawyer or judge shall be disbarred, involuntarily retired, suspended, or placed on disability status is conclusive and will not be reconsidered by the No-Fault Standing Committee.
- B. An arbitrator shall be faithful to the law and shall maintain professional competence in it.
  - 1. An arbitrator’s conviction of a felony or a crime that involves fraud or dishonesty is evidence of not being faithful to the law.
    - a. The No-Fault Standing Committee may consider evidence of such a conviction as grounds to suspend and/or recommend removal from the panel.
    - b. Notwithstanding the foregoing, if the Minnesota Supreme Court determines through a disciplinary proceeding commenced by the Office of Lawyers Professional Responsibility or the Minnesota Board on Judicial Standards that despite such conviction, an arbitrator is not disbarred or suspended, the result of which is that the arbitrator may remain in “good standing” at least as to the requirements under Rules 2.A(3) and 2.B(3) of the Minnesota Supreme Court Rules on Lawyer Registration, said determination shall be a final determination that the arbitrator is faithful to the law.
  - 2. The No-Fault Standing Committee may place an arbitrator charged with a felony or a crime that involves fraud or dishonesty on temporary inactive status.
- C. An arbitrator shall file a timely and accurate recertification form on an annual basis.
- D. An arbitrator shall provide evidence of qualifications upon request by the arbitration organization, No-Fault Standing Committee or Minnesota Supreme Court.

## IX. Enforcement Procedures

### Preamble

No-Fault Arbitrators are given broad discretion to make decisions and oversee the No-Fault arbitration process. Therefore, in order to ensure the protection of the public, an arbitrator who violates the above Standards is subject to the procedures outlined below.

*Application:* Inclusion on the No-Fault Panel of Arbitrators is a conditional privilege, revocable for cause.

*Scope:* These procedures apply to complaints against any No-Fault Arbitrator who has been approved to serve on the No-Fault Panel by the Minnesota Supreme Court, as well as those conditionally approved by the No-Fault Standing Committee.

### A. Complaint

1. A complaint must be in writing, signed by the complainant and filed with the arbitration organization. The complaint shall identify the arbitrator and the basis for the complaint.
2. Alternatively, if the arbitration organization becomes aware of a violation of these Standards of Conduct and is unable to remedy such violation, the organization shall notify the No-Fault Standing Committee as outlined in these procedures.
3. The arbitration organization shall provide a copy of the complaint and supporting documents to the arbitrator.
4. The arbitration organization shall notify the No-Fault Standing Committee, which will assign an investigative member or members to investigate the allegation(s).

### B. Investigation

1. The assigned committee member(s) will undertake such review, investigation, and action as it deems appropriate. In all such cases, the member(s) will contact the arbitrator and complainant to review the allegations and may request additional notes, records, or recollection of the arbitration process. It shall not be considered a violation of these Standards for the arbitrator to make such disclosures as part of the investigation. The member(s) may also request the arbitration organization disclose any records pertinent to the investigation.

2. Once the investigation has been completed, the member(s) will draft a written memorandum, which shall include findings, conclusions and recommendations. This memorandum will be provided to the full Committee at the next quarterly meeting.
3. If the recommendation is for removal, suspension or a public reprimand, the arbitrator shall be notified, and shall have the right to appear before the No-Fault Standing Committee prior to deliberations on the complaint.
4. The No-Fault Standing Committee shall review the memorandum and determine whether the allegation(s) constitute a violation of the Standards of Conduct, and if so, recommend what sanction(s) would be appropriate. The Committee shall select a member to draft a Notice of the Committee's decision. The decision must include the findings, conclusions, and sanctions, if any.
5. The arbitration organization shall circulate the Notice to the arbitrator and complainant.

### C. Sanctions

The No-Fault Standing Committee may impose sanctions, including, but not limited to:

1. Removal from the Panel with set conditions for reinstatement, if appropriate. Should the Committee determine that removal is appropriate, such recommendation will be made to the Minnesota Supreme Court.
2. Suspension for a period of time;
3. The issuance of a public reprimand. The reprimand will be posted on the arbitration organization's website, which shall include publishing the arbitrator's name, a summary of the violation, and any sanctions imposed. The public reprimand may also be published elsewhere;
4. The issuance of a private reprimand;
5. The provision of "Best Practices" Information;
6. The imposition of retraining requirements;
7. Supervision of the arbitrator's service for a period of time by a designee of the No-Fault Standing Committee; and
8. The notification of any professional licensing authority with which the arbitrator is affiliated, of the complaint and its disposition.

### D. Request for Appearance

If the recommendation by the investigative member(s) is to remove, suspend or issue a public reprimand, an arbitrator may make a written request to the arbitration organization to appear before the No-Fault Standing Committee.

After the arbitrator has been notified of the recommendation, the arbitrator has 15 calendar days from the date of the notice to request an appearance.

### E. Confidentiality

All files, records, and proceedings of the No-Fault Standing Committee which relate to or arise out of any complaint shall be confidential, except:

1. As between Committee members and the arbitration organization;
2. As otherwise required by law by rule or statute;

If the Committee designates a sanction as public, the sanction and the grounds for the sanction shall be of public record, but the Committee's file shall remain confidential. Confidential documents, memoranda, and communications shall include the deliberations, mental processes, and communications of the Committee and arbitration organization.

### F. Immunity

The members of No-Fault Standing Committee and the arbitration organization shall be immune from suit for any conduct in the course of their official duties.