

New Era ADR

Minimum Fairness Standards



Last Updated: February 29, 2024

New Era ADR Minimum Standards of Conduct and Expectations for Consumer and Employment Arbitrations

(Effective February 29, 2024)

New Era ADR will administer Consumer and Employment arbitration cases¹ if they meet the following Minimum Standards of Conduct and Expectations for Consumer and Employment Arbitrations on the New Era ADR platform(s) (the “Minimum Standards”). If these standards and expectations are not provided for in the agreement governing the relationship between the parties, the parties can agree in writing to adopt them at the time of the dispute.

- 1) The arbitration clause in the applicable arbitration agreement must be reciprocal such that the clause is binding on all parties to the agreement. Further, no party is prohibited from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction.
- 2) The Individual must be given proper notice of the contract arbitration clause. Its existence, terms, conditions, and implications must be clear.
- 3) The arbitration clause must provide the Individual with full and accurate information regarding New Era ADR as the arbitration provider, including how to access the New Era ADR Platform to file a case. The arbitration clause must set forth reasonable means by which the Individual may obtain additional information about New Era ADR regarding arbitration procedures, rules, and fees, such as including a link to its website.
- 4) Neutrals should be fair and independent of the parties. The process by which Neutrals are selected should be efficient and provide all parties with equal participation in the Neutral’s selection.
- 5) The arbitration clause must allow the arbitration to be conducted in a manner which is reasonably convenient for the Individual, such as utilizing New Era ADR’s virtual platform and hearing capabilities.

¹ New Era ADR considers Consumer cases to be those stemming from an agreement between an individual and a business where the business has a standardized, systematic application of arbitration clauses and where the terms and conditions of the purchase of standardized, consumable personal or household goods or services are non-negotiable. New Era ADR considers Employment cases to be those stemming from an agreement between a business and its employee, applicant for employment, or an individual who may be considered an independent contractor by the entity or business for whom that individual is providing services and, in any such case, the dispute relates to (a) the individual’s performance of those work-related services, (b) payment for those work-related services, (c) the individual’s designation as an independent contractor, and/or (d) any other dispute regarding the relationship between a business and its employee and/or the terms and conditions of employment.

For purposes of the application of these Minimum Standards, both “Consumers” and “Employees,” as parties to the above identified cases, will be referred to as “Individuals.”

- 6) All parties have a right to be represented by counsel of their choice.
- 7) Parties are entitled to an efficient process that resolves their disputes without unreasonable delay. Similarly, no party should be deprived of the opportunity to fairly present its case. The presiding Neutral should implement a schedule that fairly balances the parties' needs with timely resolution of the dispute.
- 8) All parties are entitled to a fundamentally fair proceeding for the resolution of their dispute.
- 9) Parties are entitled to have access to information that is relevant to their claims or defenses and material to the dispute's resolution. The presiding Neutral should balance the parties' right to obtain relevant and material information with the efficient and economical resolution of the dispute.
- 10) No party should abuse New Era ADR's process and procedures with the intent of preventing an efficient and fair adjudication of the merits.
- 11) The Neutral may award any remedy/relief that would be available in a court of law or in equity.
- 12) New Era ADR retains the right to refuse to enforce any provision of an arbitration clause that contravenes the spirit of its Rules and Procedures or the Minimum Standards and expectations contained herein.