

1. In what kind of cases can we appeal the decisions made in arbitration? Is there a built-in method of appeal or would we have to sue in Court to appeal an arbiter's decision?

The legal standard to overturn an award is incredibly high. We do have optional appellate rules which allow for an appellate procedure, but only if it's included in the original contract:

<https://go.adr.org/AppellateRules>

2. Can orders be enforced in collection efforts, like a judgment can? Would banks accept the arbitration orders?

If there is no voluntary compliance with the Final Award, the prevailing party may motion to the court to turn the award into an enforceable judgment.

3. Are there express options for arbitrations to go quicker?

Yes! The tracks depend on the amount of the claim/counterclaim. For claims less than \$100,000, the AAA rules provided for the expedited track. You can also explore including time frames for arbitrations into your dispute resolution clause in your contracts. We have resources to help businesses draft ADR clauses on our website:

<https://www.adr.org/Clauses>

4. Until when can a party terminate voluntary proceedings?

Parties can always settle cases! ADR is a party driven process so they can always agree to settle a case.

But at what point can a party revoke their consent to be governed by the arbitration process?

A filing party may withdraw their claim

5. Until when can a party trigger an express case to become a more complex case?

You can update your claims and file new claims or responses to claims/counterclaims until an arbitrator is appointed in your case. The claim amount is what determines whether you're in an expedited track, regular or large complex case track.

So, it's not like any party can request more complexity in judgement, right?

There are two issues: one is which rules apply to which track and one is what type of award you'd like an arbitrator to render (simple award, the default, reasoned award and findings of fact and conclusions of law). For non expedited cases, you can specify what type of award you'd like in writing before arbitrator is appointed.

Questions submitted by participants. Responses from AAA are italicized.

6. Are these judgments enforceable immediately after the judgment is made?

A quick resource: https://www.adr.org/sites/default/files/document_repository/AAA229-After_Award_Issued.pdf

7. Do we need a court order to enforce/collect these judgments?

Yes, if the party that did not prevail does not voluntarily comply with the arbitrator's award, the prevailing party may motion to the court to issue a judgment.

Thank you for joining us for this important discussion!

Learn more about what NSBA and the AAA can do for your Small Business:

NSBAadvocate.org/AAA-ADR

Watch the webinar any time:

bit.ly/AAAAdrWebinarNSBA

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