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Appendix C: Agreement for Expedited Arbitration

The parties hereby agree that any dispute arising out of or related to any aspect of the performance of this contract shall be resolved through an ADR process under the Federal Arbitration ("FedArb") Rules for Arbitration and Mediation (as may be amended from time to time, unless the parties otherwise agree to use the rules effective at the time of their agreement), and in particular Rule 16 (Expedited Disposition), with administration by FedArb; provided, however, that such rules shall be modified as follows:

Exp. Rule 1. Informal Discussion
The parties agree to attempt to resolve their disputes in good faith through informal discussions.

Exp. Rule 2. Video Hearing
Unless required by law or unless exceptional circumstances present themselves, any hearing, including oral arguments, may be conducted through video conferencing.

Exp. Rule 3. Mediation
Mediation is not a prerequisite to initiating arbitration. However, any party may request mediation at any time. If all parties agree, mediation shall be confidential, scheduled promptly and conducted concurrently with the arbitration, unless the parties agree otherwise in writing that mediation will stay or delay the arbitration. The parties will exchange information sufficient to evaluate the issues and the reasonable value of the claims, taking into account the amount in controversy and the expedited nature of the proceedings.

Exp. Rule 4. Commencement of Arbitration
Any party to a dispute may commence arbitration after attempting to settle the dispute through informal discussion and/or mediation in accordance with the terms set forth herein. Remedies under these rules are limited to monetary damages and no injunctive relief may be granted.

Exp. Rule 5. Tribunal Appointment
The tribunal shall consist of one arbitrator appointed by FedArb from its panel of Expedited Arbitration Experts, unless the parties jointly notify FedArb that they have agreed to the appointment of an arbitrator from that panel.

Exp. Rule 6. Arbitrator Disclosures and Objections
Within seven (7) business days after appointment, the arbitrator shall submit disclosures consistent with applicable ethical standards and FedArb policies. Unless otherwise provide by governing law, any objection to the arbitrator's service must be submitted in writing within five (5) business days of the disclosures and must demonstrate good cause. Unless otherwise provide by governing law, FedArb shall determine whether the objection warrants replacement of the arbitrator.

Exp. Rule 7. Administrative Requirements and Representative Capacity (Minors and Incapacitated Persons)

(a) Required Administrative Documentation. FedArb may require submission of documents necessary to administer an arbitration, including filing forms, payment information, executed agreements, disclosures, or proof of authority to act on another's behalf.

Minors. Except as governing law otherwise allows, a minor claimant may not proceed unless a parent or guardian submits an affidavit consenting to the minor's pursuit of arbitration and participation through final award. The affidavit is due within ten (10) business days of FedArb's acknowledgment of the arbitration. Respondent's deadline to answer does not begin to run until FedArb receives and determines the affidavit's validity. If the affidavit is not timely received, the case is administratively closed; it may be reopened upon receipt of the affidavit, at which point Respondent's answer deadline begins to run.

Incapacitated Parties. Where a claim is brought by or against a minor or other individual lacking legal capacity, FedArb may require documentation confirming the appearing individual's authority — e.g., a notarized authorization (FedArb Representative Authorization Form), proof of guardianship, letters of conservatorship, a court appointment, or other documentation FedArb deems appropriate.

(b) Administrative Hold. If required documentation or payment is outstanding, FedArb may provide written notice putting the arbitration on administrative hold. During a hold: all administrative and procedural deadlines are suspended; no hearings or conferences will be scheduled absent contrary direction from FedArb or the arbitrator; and the arbitrator need not act further until the hold is lifted.

(c) Opportunity to Cure. Unless FedArb determines otherwise, a party has ten (10) calendar days from the notice of administrative hold to cure.

(d) Administrative Closure. If the deficiency remains uncured after the Final Notice period, FedArb may administratively close the arbitration without prejudice. Closure is not a decision on the merits and does not bar reopening upon the curing of the deficiency, subject to these Rules, the arbitration agreement, and any applicable statute of limitations or other legal requirement.

(e) Effect on Jurisdiction. Actions taken by FedArb under this Rule are administrative in nature and shall not constitute determinations by the arbitrator regarding jurisdiction, arbitrability, or the merits of the dispute.

Exp. Rule 8. Deadlines and Adjournments
No party may ask the tribunal, and no arbitrator may ask the parties, for an adjournment of any deadline; adjournments may only be implemented as agreed by all parties, or for good cause as determined by the FedArb administrator.

Exp. Rule 9. Place of Arbitration
Arbitrations shall be held at a venue that minimizes costs; telephonic or video hearings will be utilized whenever possible. Where permitted by these Rules or ordered by the arbitrator, the arbitration may proceed on the papers without an evidentiary hearing.

Exp. Rule 10. Applicable Law
Unless otherwise provided by the arbitration agreement, all disputes shall be resolved in accordance with the law of the State of [California], without regard to its rules regarding conflicts of law.

Exp. Rule 11. Procedural Order and Timetable
As soon as practicable, and no later than thirty (30) calendar days after Respondent's Answer is filed, the tribunal shall confer with the parties and issue a procedural order and timetable that reserves agreed dates for the hearing on the merits and such preliminary deadlines as may be appropriate.

There are to be no motions to enforce discovery requests, to dismiss, for summary judgment, or for any other form of relief except (1) by agreement of all parties, or (2) upon a determination by the tribunal that the motion is necessary and likely to enhance efficiency.

Exp. Rule 12. Reply to Counterclaim
If the Respondent's Answer includes a counterclaim, the Claimant shall have ten (10) calendar days from the date of service of the Answer to file an optional Reply limited to the counterclaim. If no reply is filed, all counterclaims shall be deemed denied by Claimant. No other replies shall be permitted unless authorized by the tribunal for good cause.

Exp. Rule 13. Documentary Discovery
Unless otherwise ordered by the Tribunal, all parties shall produce to all other parties any document or information on which the producing party intends to rely at the hearing within thirty (30) calendar days after the preliminary hearing/scheduling conference; only documents produced in discovery shall be permitted to be introduced into evidence absent substantial justification or a showing that the document was unavailable for earlier production. Any party may request the Tribunal to order discovery from another party of specifically-identified documents or narrowly defined categories of documents upon a showing that such would be discoverable under federal discovery standards and that the collection and production of the requested materials is not unduly burdensome and will not unduly delay the expedited arbitration.

Exp. Rule 14. Requests for Admissions
Requests for Admissions are prohibited. The parties may agree to submit an Agreed Statement of Facts at least thirty (30) days before the hearing.

Exp. Rule 15. Depositions
No depositions shall be held except by agreement of the parties, or unless authorized by the tribunal upon a showing that the interests of justice require the pre-hearing testimony of a particular witness.

Exp. Rule 16. Expert Testimony
Experts shall be used only on issues requiring expert testimony, and only upon agreement or as allowed by the tribunal; expert testimony shall be provided in writing at least thirty (30) calendar days in advance of the hearing, and any oral testimony shall be limited to the scope of the expert's written testimony.

Exp. Rule 17. Pre-hearing Briefs
The parties shall file individual pre-hearing briefs only if they agree such briefs are necessary and with the tribunal's approval subject to such conditions as to scope and length as the tribunal considers appropriate.

Exp. Rule 18. Exhibits
The parties shall file a single set of all the exhibits they agree should be admitted into evidence. All other exhibits shall be party-designated. Paper copies shall be filed only as required by the tribunal, which shall be provided with digital versions of all papers and exhibits in a convenient format.

Exp. Rule 19. Final Hearing
Unless the parties' arbitration agreement expressly requires an in-person hearing, any final hearing shall be conducted by videoconference or on the papers, as agreed upon by the parties. In the absence of agreement, the matter shall be determined by the paper submissions, unless the tribunal determines that a hearing by either video conference or in-person is necessary to ensure fairness. If the hearing is in-person, it shall be held at a venue that minimizes costs.

Exp. Rule 20. Post-hearing Briefs
Post-hearing briefs shall not be filed unless by agreement by both parties and with the tribunal's consent; they shall generally be considered unnecessary where the parties have filed pre-hearing briefs.

Exp. Rule 21. Form of Award
The parties shall agree on the form of award no later than the completion of the hearing. An Award may be formal (including findings of fact and conclusions of law), reasoned (setting out the tribunal's reasoning in a logical but informal manner), or conclusory

(setting out the tribunal's conclusions without reasoning). In the absence of agreement, the Award shall be reasoned. The tribunal may issue partial final awards where necessary.

Exp. Rule 22. Finality and Jury Waiver

The parties agree that the Award (or awards) shall be final, except as provided in the Federal Arbitration Act and other governing authorities, and that they waive any right to a trial by jury.