

## **Helpful Optional Sentences for Procedural and Scheduling Orders**

The parties are advised that the Arbitrator(s) will, on his [her] [their] own volition, disregard all boilerplate general objections asserted by any party in its request for documents.

The parties are reminded to acquaint themselves with the JAMS cancellation policy involving the payment of certain arbitrator fees and expenses in the event a hearing is cancelled within 60 days of the commencement of a scheduled hearing.

On [date] the parties will serve upon each other and the arbitrator a list of the fact and expert witnesses that each intends to call at the hearings on his or its case-in-chief. The name of any expert listed shall be accompanied by the information required by F.R.C.P. Rule 26(a)(2).

On [date] each party will serve upon the other a copy of the documents and the exhibits, including any expert reports, that each intends to use in its case-in-chief. The exhibits shall be tabbed or otherwise identified and shall, if practical, be presented in books that enable ease of access at the hearings. A separate set of exhibits will be prepared and will be made available for use by the witnesses.

The parties should limit their objections to the admissibility of documents. In arbitration, one need only authenticate a document if, for example, there is a serious issue as to whether the document was forged or never sent. Also, in arbitration, objections based on hearsay generally go to the weight to be accorded the document, not to admissibility.

These hearing dates are firmly set and will not be adjourned except upon a clear and convincing showing of good cause unrelated to lack of preparedness.

### **Helpful Optional Sentences for Awards**

The following is a statement of those facts found by the Arbitrator to be true and necessary to the Award. To the extent that this recitation differs from any party's position, that is the result of determinations as to credibility, relevance burden of proof, and the weight of the evidence, both oral and written.

This Award is in full settlement of all claims and counterclaims submitted to this arbitration. To the extent any claim or counterclaim is not specifically mentioned herein, it is denied.

This Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[FOR SHORT-FORM AWARDS] The abbreviated form of this Award is based upon the agreement of the parties. It therefore does not contain the full content or depth of analysis usually found in JAMS awards.