

**JAMS ARBITRATION  
No. 1200048968**

**COREIP SOLUTIONS, INC.  
Claimant,**

**and**

**THE WORD & BROWN COMPANIES,  
Respondent.**

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**(proposed)  
REPORT OF PRELIMINARY HEARING AND  
SCHEDULING ORDER NO. 1**

A preliminary conference was conducted on September \_\_, 2018; the following order is made respecting the conduct of this arbitration:

1. Parties and Counsel. The parties to this arbitration are identified in the caption and are represented as follows:

Christopher W. Aredge, Esq.  
Peter Afrasiabi, Esq.  
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4000 MacArthur Boulevard, East Tower Suite 500  
Newport Beach, CA 92660  
949/502-2870 949/258-5081 (fax)  
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Counsel for Claimant

Jason H. Anderson, Esq.  
Anthony Forte, Esq.  
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660 Newport center Drive, Suite 1600  
Newport Beach, CA 92660  
949/xxx-xxxx 949/xxx-xxxx (fax)  
Email  
Email  
Counsel for Respondent

2. Arbitrator. The parties have appointed as sole arbitrator:

Richard Chernick  
JAMS  
555 West Fifth Street, 32<sup>nd</sup> Floor  
Los Angeles, CA 90013  
213/253-9790 213/620-0100 (fax)  
rchernick@jamsadr.com

3. Case Manager:

Reggie Joseph  
JAMS  
555 West Fifth Street, 32<sup>nd</sup> Floor  
Los Angeles, CA 90013  
213/253-9704 213/620-0100 (fax)  
rjoseph@jamsadr.com

4. Agreement to Arbitrate.

The parties are party to a Master Services Agreement dated July 18, 2012, which contains an arbitration provision at ¶ 14. The parties were party to an action filed in the Orange Superior Court on May 9, 2014, Case No. 30-2014-00721956-CU-BC-CJC.

5. Applicable Law and Rules.

The Arbitrator shall apply the California Arbitration Act (“CAA”). The applicable substantive law is the law of the State of California. Master Service Agreement, ¶ 13. The JAMS Comprehensive Arbitration Rules and Procedures (“Rules”) shall apply to this proceeding.

6. Claims of the Parties and Arbitrability.

Claimants filed a Demand for Arbitration on or about July 8, 2017. Respondent may file a Response by \_\_\_\_\_, 2017. The claims are arbitrable.

7. Discovery

(a) The parties may exchange requests for documents on or after \_\_\_\_\_, 2017 and shall respond to any Request and produce all responsive, non-privileged documents within 20 days of service of the Request. The Arbitrator shall issue subpoenas to third parties for documents in their possession at the request of a party.

(b) Counsel shall meet and confer and establish a discovery plan for the taking of a reasonable number of depositions; execution of a stipulated protective order, if

desired by either side; any other discovery; and an agreed procedure for the identification of expert witnesses and related discovery (unless the provisions of ¶¶ 8(a) and (b) are acceptable as to expert disclosure and discovery).

(c) The Arbitrator shall resolve all discovery disputes, including those relating to the failure to agree on a discovery plan, in accordance with the California Discovery Act and the Rules.

8. Exchange of Information.

(a) The parties shall exchange all documentary evidence, including reports of experts they intend to offer at the Hearing, excepting only documents to be offered solely for impeachment, not later than \_\_\_\_\_, 2018. These document designations may be supplemented by \_\_\_\_\_, 2018. [30 days and 23 days, respectively, prior to the first hearing date]

(b) Counsel shall identify all non-rebuttal percipient and expert witnesses expected to testify at the Hearing and shall indicate the manner in which each witness is expected to testify (in-person, telephonically or by video conference or by affidavit or declaration), not later than \_\_\_\_\_, 2018. These witness designations may be supplemented by \_\_\_\_\_, 2018. [30 days and 23 days, respectively, prior to the first hearing date].

(c) Counsel shall file on the first hearing day a Joint Witness List including all witnesses expected to testify at the Hearing, in the approximate order in which they are anticipated to be called.

(d) The purpose of the exchanges in this paragraph is to provide fair notice to the parties of documents and witnesses expected to be offered at the Hearing. Witnesses or documents not identified in accordance with these provisions will not be permitted to be offered at the hearing except on a showing of good cause, and particularly a showing as to why they were not so identified.

9. Hearing Procedure.

(a) The Hearing shall be conducted on \_\_\_\_\_, 2018 at the Orange Resolution Center of JAMS. Hearings shall commence each day at 9:00 a.m. The parties are encouraged to stipulate to agreed or uncontested facts and shall provide any stipulation to the Arbitrator at the commencement of the hearing in hard copy and electronic form (formatted to "Word"). A Final Status Conference shall be conducted on \_\_\_\_\_, 2017 [appx. 10 days prior to hearing]

(b) Bifurcation of Issues. The issues of the amount of attorneys' fees and costs to which any party may be entitled pursuant to the Agreement and the amount of punitive damages, if any, shall be bifurcated and determined subsequent to the Hearing.

The entitlement, if any, to an award of attorneys' fees or punitive damages shall be determined as part of the Hearing.

(c) Prehearing briefs may be filed not later than \_\_\_\_\_, 2018 [7 days prior to the first hearing date]

(d) Hearing exhibits shall be pre-marked with consecutive Arabic numerals and a Joint Exhibit List shall be prepared not later than the first day of the Hearing. The parties shall indicate on the Joint Exhibit List any objection to the introduction of any exhibit. The Joint Exhibit List and objections shall be furnished to the Arbitrator at the commencement of the hearing. Exhibits not objected to shall be deemed admitted at the commencement of the hearing. One set of exhibits shall be prepared for the Arbitrator and one for the witnesses in addition to copies for counsel. The Arbitrator also prefers to receive a copy of all exhibits in electronic form as described below. All exhibits will be discarded 30 days after the issuance of the Final Award unless a party requests, in writing, that the exhibits be retained or returned.

(e) Form of electronically submitted Exhibits: Exhibits shall be provided to the Arbitrator on flash drive(s) in the following .pdf format:

- Adobe Acrobat XI Standard
- Searchable multi-page .pdf files,
- No password restrictions to access the document(s),
- Document Restriction for 'Printing' is set to 'Allowed,'
- Document Restriction for 'Changing the Document' is set to 'Allowed,'
- Document Restriction for 'Document Assembly' is set to 'Allowed,'
- Document Restriction for 'Content Copying or Extraction' is set to 'Allowed,'
- Document Restriction for 'Content Extraction for Accessibility' is set to 'Allowed,'
- Document Restriction for 'Commenting' is set to 'Allowed.'

(f) If a party intends to utilize the services of a court reporter at the hearing, notice of that intention shall be given to the other side not later than \_\_\_\_\_, 2018. [7 days prior to the first hearing date]

(g) Award. The Interim and Final Awards shall be prepared in accordance with the Agreement, the California Arbitration Act and the Rules and may be served by regular mail.

#### 10. Miscellaneous.

(a) Cancellation fee of the Arbitrator. The parties will be requested to deposit fees for the scheduled hearing 45 days in advance of the commencement of the hearing.

If the hearing is cancelled within 30 days of the hearing date for any reason the deposit for the canceled days shall be deemed a cancellation fee and shall be immediately payable. Deposited fees shall be refunded for days which are rebooked to the extent of fees earned on those days.

(b) **JAMS Electronic Filing (Case Anywhere).** The parties have confirmed their willingness to use the JAMS Electronic Filing (Case Anywhere) system. The costs are about \$40 per firm per month plus \$5 per filing. Hard copy filing and service costs (copying, postage and messenger fees) are avoided, as well as arbitrator fees for file organization and administration. Documents are easily submitted and filed from a computer with just a few key strokes. A highly-user friendly, accessible, reliable and authoritative file is created which greatly helps the arbitrators and saves the parties money. The system includes a convenient message board for easy informal communication between and among lawyers, arbitrators and Case Manager. It also features a capability for online storage of and access to deposition and hearing transcripts. (Hearing exhibits are the only documents not lodged on Case Anywhere--these will be submitted on a thumb drive, consistent with the instructions provided in ¶ 9 (d) and (e), above.)

NB. When filing large documents, particularly those with numerous tabbed exhibits, it is best practice separately to provide a mailed hard copy to the arbitrator.

\*\*\*\*OR\*\*\*\*

(b) Electronic Service of Documents. All documents shall be served electronically to the addresses listed above. Documents 15 pages or more, and documents containing tabbed exhibits, shall also be served by mail.

(c) All deadlines herein shall be strictly enforced. This Order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

DATED: September \_\_, 2018

DRAFT  
\_\_\_\_\_  
Richard Chernick  
Arbitrator