

ARBITRATORS' TRAINING CURRICULUM



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WHAT IS ARBITRATION?

Arbitration is a process in which a dispute is submitted to experienced and knowledgeable neutral attorneys or retired Superior Court judges to hear arguments, review evidence, and render a decision. It is less formal, less complex, and often concluded more quickly than court proceedings. Copies of the pertinent statutory and rule provisions relating to arbitration appear in the appendix.

PURPOSE OF ARBITRATION

The purpose of arbitration is to provide an informal process for resolving civil cases in an economic and expeditious manner.

Pursuant to *R. 4:21A-1(d)*, an arbitration hearing must occur no later than 60 days after the closing date of discovery. The earlier the arbitration occurs, the greater the likelihood of meeting the goal of expeditious resolutions, thereby reducing litigation time and cost. Research has confirmed what practitioners have long believed that the existence of specific time standards for case disposition correlates with earlier dispositions.

The single most important thing a court can do to ensure that counsel and litigants are prepared for arbitration is to ensure that the arbitration occurs on the first scheduled date. Good preparation enhances the quality of the arbitration and the outcome.

The New Jersey arbitration program has shown that arbitration works most effectively and cost-efficiently when the court schedules matters for trial *de novo* on an expedited basis in cases in which a party rejects an arbitration award. Thus, the Rules of Court (*R. 4:21A-6(c)*) require that all trials *de novo* be held within 90 days following the filing and service of a trial *de novo* request.

WHAT TYPES OF CASES ARE ARBITRATED?

The following cases on Tracks I, II and III are subject to mandatory arbitration:

- all auto negligence cases, regardless of the amount in controversy;
- all personal injury cases, regardless of the amount in controversy, including assault and battery cases but not including products liability or professional malpractice cases;
- all Personal Injury Protection (PIP) cases;
- all book account cases and actions on a negotiable instrument; and all other contract and commercial cases that, after screening by the case management teams, are determined to be appropriate for arbitration; and
- all lemon law¹ cases in which the parties opt to go to arbitration or fail to affirmatively choose mediation or voluntary binding arbitration (VBA).

Cases on Track IV may be subject to arbitration in the discretion of the managing judge.

HOW DOES ARBITRATION WORK?

All attorneys and all *pro se* parties are notified at least 45 days in advance of their scheduled arbitration hearing. Before the scheduled hearing date, all parties must exchange statements of the factual and legal issues. Two uniform statements of facts and issues have been adopted for statewide use, one for commercial cases and the other for all other cases. These appear as Appendices XXII-A and XXII-B to the Rules of the Court; copies are included in the appendix to this manual.

On the scheduled hearing date, all attorneys and parties are encouraged to appear.

¹ At its June 7, 2005 Administrative Conference, the Supreme Court approved a statewide pilot program that allows counsel and *pro se* parties in lemon law cases (*N.J.S.A. 56:12-29 et seq.*) to choose the complementary dispute resolution (CDR) modality to be used for the particular case. This pilot program commenced statewide on January 1, 2006 and applies to all lemon law cases answered subsequent to that date.

Under the program, following the filing of the first answer, all counsel and *pro se* parties are sent a notice providing them the opportunity to select whether the case should go to mediation pursuant to *Rules* 1:40-4 and 1:40-6, non-binding arbitration pursuant to *R. 4:21A et seq.*, or VBA pursuant to guidelines approved by the Supreme Court and posted on the Judiciary's Internet website at www.njcourtsonline.com. Copies of the VBA guidelines and forms appear in the appendix. Failure to affirmatively choose a CDR modality results in the case being scheduled for arbitration at the close of discovery unless otherwise ordered by the court.

Although R. 4:21A-4(f) does not require a party to appear if an attorney is appearing on that party's behalf, arbitration is more meaningful when parties attend. It affords litigants their "day in court." When they arrive, they will be greeted by staff who will mark a calendar with appearances. Once all attorneys and parties in a particular case have arrived, the case will be placed on a "ready list" to be assigned accordingly. Cases are heard by a single arbitrator or a panel composed of two arbitrators, as determined by the Assignment Judge. See R. 4:21A-2(c), a copy of which appears in the appendix.

The arbitrators having previously reviewed the statements of facts and issues then conduct the hearing during which each party presents its case. A copy of the *Procedures Manual for Arbitrators in the Civil Arbitration Program* excluding its appendix appears in the appendix to this manual. Parties are permitted to introduce exhibits and other relevant documentary evidence. Arbitrators generally exercise the power of the court in the management and conduct hearings. Although the parties themselves may testify during the arbitration, reports are offered in lieu of testimony of witnesses. In more complex cases, however, counsel sometimes will present witnesses to provide limited testimony at the arbitration hearing.

Following the completion of the hearing and in the presence of the parties, the arbitrators render their award, including the basis for their decision. The award is memorialized on a written report and award form. Copies of the report and award forms for commercial and lemon law cases and for all other cases appear in the appendix.

ARBITRATION PROGRAM OPERATING STANDARDS

The following standards were developed by the Supreme Court Arbitration Advisory Committee and approved by the Conference of Civil Presiding Judges for mandatory statewide use.

- The courts should ensure that arbitrators possess at least the minimum qualifications, (at least seven years of experience in the pertinent area of law in New Jersey), are approved by the local bar and the Civil Presiding Judge, and are regularly evaluated by the court in consultation with the local bar to ensure both competence and opportunity to serve. The local bar

arbitrator selection committee should make every effort to include women and minorities as arbitrators to ensure cultural diversity.

- Unless there is an exceptional need to reserve a particular decision, arbitrators' decisions must be announced in the presence of the parties.
- Cases should be scheduled with at least 45 days' advance notice and with the hearing to occur within 60 days from the close of the discovery period.
- Arbitration hearings should not be adjourned except for exceptional circumstances. Any matters adjourned should immediately be given a new, firm hearing date.
- All those serving as arbitrators must complete at least three classroom hours of initial training and at least two hours of continuing education every two years thereafter. Written proof of this training must be provided to the AOC.
- There should be an annual assembly of civil judges, staff and arbitrators in the vicinage.
- Trials *de novo* must be scheduled to occur within 90 days after the filing of the trial *de novo* request.
- The staff and judges should coordinate with the insurance carriers and self-insured parties to block-schedule groups of ready cases whenever possible.
- Arbitrator lists should be broken down by areas of substantive expertise and, cases should be matched with arbitrators having relevant expertise.
- Once the court is aware of verbal threshold issues, attorneys should be encouraged to consider the use of voluntary binding arbitration.
- The Civil Presiding Judge is responsible for the overall administration of the arbitration program.
- Arbitration hearings should be conducted in facilities that convey the dignity of a court proceeding.
- Arbitrators' decisions should be based on relevant input by all parties and reflect jury verdicts in the county of venue.
- All participants at arbitration should be treated fairly, impartially, and with dignity.
- Arbitrators must be impartial in fact and in appearance.
- Attendance by the parties or their attorneys at arbitration is vital; absent extraordinary circumstances arbitration should never be done "on the papers." Also, every effort should be made to have the plaintiff participate by telephone in the arbitration hearing in the event that the plaintiff is out of state on the date of the hearing.

- The 30-day time period for filing of trial *de novo* requests should not be enlarged absent “extraordinary circumstances.”
- Upon advance notice to the arbitration staff, every effort must be made to provide interpreters at arbitration hearings involving foreign language speaking or hearing impaired participants.
- Arbitrators should separate “economic” and “non-economic” damages.
- “Friendlies” must be held in all cases in which an arbitration award is accepted on behalf of an infant or a mentally incapacitated person.
- An arbitration award can be confirmed and judgment entered against a party who was in default at the time the arbitration hearing took place so long as the party received advance notice of the arbitration hearing. It should be noted that the court will provide advance notice to defaulted parties only if they previously appeared in the case.²

FEATURES OF THE ARBITRATION PROGRAM

Some of the features of the arbitration program include:

- Arbitrators adjudicate cases thereby providing the parties with a decision on the merits and a “day in court.” See *R. 1:40-2(a)(1)*.
- The arbitration hearing must occur within 60 days after the close of the applicable discovery period permitted for the particular track, thereby providing a rapid resolution to the dispute but only after all parties are ready to proceed [*R. 4:21A-1(d)*].
- Arbitration hearings are held in court facilities and thus have the same dignity as trials; however, they are not recorded [*R. 4:21A-4(d)*].
- The Rules of Evidence do not apply at the arbitration hearing. Arbitrators may hear any evidence necessary to render a decision. Further, instead of bringing actual witnesses, other than the parties, to testify at the hearing, arbitrators may accept affidavits of witnesses, interrogatories, deposition transcripts, and bills and reports of hospitals, doctors, or other experts [*R. 4:21A-4(c)*]. This more informal and flexible procedure saves both time and witness fees.
- The average length of an arbitration hearing is considerably shorter than most trials. Simpler cases, such as two-party auto negligence cases, often can be heard in less than an hour. More complex cases may take an entire day to hear, but this is still significantly quicker than a trial.

² See, however, *America’s Pride v. Farry*, 175 N.J. 60 (2002), which was decided based upon the rules in effect prior to civil “best practices.”

- Arbitrators must be either attorneys with seven years of experience in New Jersey in the particular area of law or retired Superior Court judges. The qualification requirements for arbitrators are intended to ensure that those serving in the program are particularly skilled and competent in the particular area of law. Arbitrators must also complete at least three classroom hours of initial training and at least two hours of continuing training every two years. [R. 1:40-12(c)]. The roster of qualified arbitrators in each county is maintained by the Civil Presiding Judge and is composed of names recommended by the arbitrator selection committee of the county bar association. Each selection committee, appointed by the county bar association, consists of two plaintiffs' attorneys, two defense attorneys and one attorney who does not regularly represent either side. The selection committee must also include attorneys having relevant subject matter expertise in each substantive area arbitrated [R. 4:21A-2(b)]. This procedure is designed to ensure that the arbitrators in each county are chosen in an unbiased manner and have the confidence of the local bar and the litigants.
- Although the rules provide that the parties to an arbitration hearing may choose the arbitrator(s) who will hear their case by stipulating in writing to the name(s) of the arbitrator(s) [R. 4:21A-2(a)], this alternative procedure is rarely, if ever, used.
- Counties have the option of using either single arbitrators or two-person arbitrator panels. Single arbitrators are paid \$350 per day and two-arbitrator panels are paid \$450 per day, to be split evenly by the panel members.
- If any party is not satisfied with an arbitration award, that party can request a trial *de novo* upon demand filed and served within 30 days of the filing of the arbitration award and upon payment of \$200 [R. 4:21A-6(b)(1), -6(c)]. A trial *de novo* must be scheduled to occur within 90 days of the filing of the trial *de novo* request. This provision is intended to prevent the use of a trial *de novo* request as a delay tactic and to alleviate the burden on attorneys and litigants of having to prepare a case twice.
- If the party demanding a trial *de novo* does not improve its position at trial by at least 20 percent, that party may be subject to monetary sanctions, up to a total of \$750 in attorney's fees and \$500 for witness costs [R. 4:21A-6(c)].
- If no trial *de novo* is requested, the case will be dismissed 50 days after the filing of the arbitration award unless either party moves for confirmation of the arbitration award and entry of judgment, or submits a consent order to the court detailing the terms of settlement and providing for dismissal of the action or entry of judgment [R. 4:21A-6(b)].

PROVISIONS RELATING TO ARBITRATORS

Who Are the Arbitrators?

Arbitrators must be either attorneys who have at least seven years of experience in New Jersey in the particular area of law or retired Superior Court judges. Separate rosters must be maintained for each discrete area of law. Arbitrators must complete at least three classroom hours of initial training and at least two hours of continuing education every two years thereafter. [R. 1:40-12(c)]. A copy of the application form to become an arbitrator appears in the appendix.

Attorneys wishing to serve as an arbitrator should submit a completed application and a resume to the Civil Presiding Judge and the county bar arbitration selection committee for review and determination. The Arbitrator Screening Guidelines are included in the appendix. The selection committee sends recommendations to the Civil Presiding Judge. Once the Civil Presiding Judge acts on an application, all approved individuals must approve the required initial training and must submit proof to the AOC before they can be added to the roster.

Evaluation of the Program and Arbitrators and Reappointment of Arbitrators

The success of the arbitration programs depends in large part upon the perception of the litigants and the bar of the effectiveness of the program and of the arbitrators. For example, do arbitrators appear impartial? Do they allow each side to tell its story? Do they conduct the hearing with dignity? Are they familiar with the cases before them? Do they know the law involved? Was the award rendered in the presence of the litigants? Evaluation forms have been developed for statewide use. These forms should be provided to every litigant and attorney attending arbitration hearings. The Conference of Civil Presiding Judges has recommended that the completed forms should be reviewed on an ongoing basis. Moreover, at least annually, the Civil Presiding Judges, staff and the local arbitrator selection committee shall review each roster of arbitrators in accordance with the arbitration screening guidelines and consider the results of the

completed evaluation forms received. Following this review, however, the AOC should be contacted in order to verify the names of all individuals who have submitted proof of completion of the continuing training required under R. 1:40-12(c). Upon verification received from the AOC that individuals have completed the required continuing education, the individual may be added to the roster. Every September, the counties shall forward copies of the updated rosters of arbitrators to the AOC Civil Practice Division. Finally, the AOC should be contacted immediately as roster information is changed.

Arbitrator Standards of Conduct

Attached and appearing in the appendix is the *Standards of Conduct for Arbitrators in the Court-Annexed Arbitration Program*. The standards were approved by the Supreme Court in May 2003 and apply to all individuals serving in the Civil Court-Annexed Arbitration Program.

Arbitrator Checklist

A checklist has been developed to guide arbitrators in the optimal handling of hearings. A copy appears in the appendix.

Arbitrator Settlement Protocol

At its June 9, 2006 Administrative Conference, the Supreme Court approved the following settlement protocol for civil arbitrators to follow:

Disclosures by the Parties at Arbitration

With the consent of all counsel and *pro se* litigants, any previous or current offers or demands in the case may be disclosed to the arbitrator(s). Said disclosures shall not result in that arbitrator's disqualification. The arbitrator shall not be bound by these disclosures, unless the respective litigants have entered into a binding high/low agreement.

Settlement Conferences at Arbitration

Upon the consent of all counsel and *pro se* litigants, given prior to the commencement of the hearing, the arbitrator(s) may conduct a settlement conference. In the event that the conference does not result in settlement of the case, the arbitration shall be conducted by a different arbitrator or panel. Nothing herein shall preclude the arbitrator or panel from conducting a settlement conference, upon the request of all parties after the determination by the arbitrator panel.

Arbitrator Appreciation

Certificates of appreciation are used to recognize the contributions of the attorney arbitrators to the success of the arbitration programs. To be eligible to receive a certificate, an arbitrator must have served in a particular county's arbitration programs on at least ten separate hearing dates. Finally, it is recommended that a special time be set aside each year, *e.g.*, Law Day, for the formal awarding of the certificates of appreciation.

Powers of Arbitrators

Arbitrators serving in the civil arbitration program have the following powers:

- To issue subpoenas, at the request of a party or on their own initiative, to compel the attendance of witnesses or the production of documents at the arbitration hearing. See *N.J.S.A.* 39A:6A-4(b) and 2A:23A-24. An arbitrator faced with a case in which a party fails or refuses to obey a subpoena or request for the production of documents should immediately bring the matter to the attention of the Assignment Judge or the Civil Presiding Judge for appropriate action.
- To administer oaths and affirmations. See *R.* 4:21A-4(b).
- To determine the law and facts in the case. See *R.* 4:21A-4(b).
- To exercise the powers of the court in the management and conduct of the hearing. See *R.* 4:21A-4(b).

- To receive any reliable, relevant evidence and determine its weight, regardless of the Rules of Evidence. See *R. 4:21A-4(c)*.
- Because they act as both judge and jury, arbitrators should determine whether the plaintiff has met the verbal threshold. In situations in which the arbitrator feels that there is a clear failure to meet the verbal threshold, the arbitrator should not hesitate to declare a “no cause.”

Liability, Defense and Indemnification of Arbitrators

Arbitrators are entitled to a defense by the Attorney General of New Jersey and to indemnification by the State pursuant to the provisions of the New Jersey Tort Claims Act for claims or actions arising out of their service as arbitrators. See Opinion Letter of Attorney General dated January 8, 1985 (copies available from the AOC upon request).

SCHEDULING

Scheduling of Arbitrators

Arbitrators, including retired judges, are selected in rotating order from the approved roster for each sub-specialty. **(4/19/05 Conference of Civil Presiding Judges’ Meeting)**. Arbitrators should not be scheduled on days when they have other commitments in the courthouse, including representing clients at hearings before other arbitrators, **(12/13/05 Conference of Civil Presiding Judges’ Meeting)**.

Scheduling Considerations and Arbitrator Caseload

Experience in the auto arbitration program indicates that the settlement/ adjournment/ removal rate of cases scheduled for arbitration is approximately 65 percent. This should be taken into consideration in scheduling cases. The Arbitration Advisory Committee recommends that, on the average, arbitrators should be hearing at least five to six negligence cases per arbitration day. Such a calendaring approach is intended to promote the purposes and goals in expediting the resolution of arbitrable matters and reducing costs. However, complex cases such as products liability or more complicated

commercial matters will generally take longer to handle and therefore fewer such cases should be scheduled.

Scheduling after Discovery End

The issue was raised as to whether a case may be scheduled *before* discovery has ended for arbitration or trial to occur *after* the discovery end date (DED). *Rule 4:21A-1(d)* requires 45 days' notice of an arbitration hearing; *Rule 4:36-3(a)* requires eight (now ten) weeks' notice of trial. Can this notice period start to run prior to the DED? The Conference of Civil Presiding Judges has agreed, that, pursuant to Section 6 of the *Report of the Conference of Civil Presiding Judges on Standardization and Best Practices*, the scheduling of a case for arbitration or trial should not occur until the date the discovery period ends, at the earliest. (*2/26/02 Conference of Civil Presiding Judges' Meeting*)

No Scheduling of Previously Mediated Cases

Effective September 1, 2004, cases that were previously referred to mediation should not be scheduled for arbitration, unless all parties request arbitration or the court finds good cause for the matter to be arbitrated. See *R. 4:21A-1(a)*.

Block-Scheduling Of Cases For Arbitration

Some counties have had great success in block-scheduling a group of cases involving a common insurance carrier for arbitration. Frequently, attendance of an adjustor with settlement authority is required. Moreover, immediately following the hearing, the case is sent on arbitration day to a settlement conference. Such initiatives have been shown to greatly reduce the trial *de novo* request rate.

MOTIONS TO EXTEND DISCOVERY – IMPACT ON ARBITRATION

- If a motion to extend discovery is filed *before the arbitration date is fixed*, no arbitration should be scheduled until the motion is decided and the discovery end date passes, unless otherwise ordered by the court.

- If a motion to extend discovery is filed *after the arbitration date has been scheduled* and the motion is heard *before* the scheduled arbitration date, the judge will decide whether the arbitration date will be adjourned. This is not a problem if the judge does not grant the motion, but if discovery is extended beyond the scheduled arbitration date, unless otherwise ordered by the court, the arbitration must be adjourned to occur after the discovery end date has passed. If the discovery end date is extended after an arbitration hearing is scheduled (which might occur if an exceptional circumstances motion to extend discovery is made after the discovery end date has passed and a hearing scheduled), the order should expressly address the arbitration date issues. If, discovery is extended and the order is silent on the arbitration date, the court must adjourn the arbitration, whether the attorneys request this or not. However, if all attorneys expressly consent that the arbitration may go forward prior to the discovery end date, this is permissible.
- If the motion to extend the discovery end date is *returnable after the scheduled arbitration date*, the vicinage has the discretion to adjourn the arbitration until after the motion is heard or to require that the arbitration go forward on the scheduled date. *(9/30/03 Conference of Civil Presiding Judges' meeting)*

Although arbitration is normally scheduled after the close of discovery, the setting of an arbitration date in an order extending discovery is permissible only after the discovery end date has been extended via the “automatic” consensual 60-day extension, or if the parties cannot consent, in an order extending discovery more than 60 days, provided, in either case, that at least 45 days’ advance notice of the arbitration is provided. *(6/10/08 Conference of Civil Presiding Judges' meeting)*

REMOVAL FROM ARBITRATION

Prior to the notice of the scheduling of the case for an arbitration hearing or within 15 days thereafter, removal from arbitration can be sought upon submission of a certification to the arbitration administrator, rather than by motion. The certification must state with specificity either the reasons why the case involves usually complex

factual or novel legal issues. If the stated reasons are not sufficient, the request to remove must be denied even if all parties consent to removal. The only situation in which staff may grant the removal request is if the case involves a non-arbitrable case type, *e.g.*, medical malpractice that was scheduled in error. A judge must act upon all other certifications for removal such as those alleging that the case involves unusually complex factual or novel legal issues. After 15 days of the notice of arbitration hearing, removal can only be requested by formal motion.

HANDLING ADJOURNMENT REQUESTS

Because arbitration is not scheduled until after the close of discovery, arbitration hearings should not be adjourned barring “exceptional circumstances.” According to *R. 4:21A-1(d)*, adjournment requests must be handled the same way trial adjournment requests *R. 4:36-3(b)*. The procedure is as follows:

- Adjourment requests must be made in writing to the Civil Division Manager or designee and must state the reason for the request;
 - must be made by Wednesday of the week preceding the scheduled arbitration hearing date;
 - state that all parties have consented to the adjournment; AND
 - include a proposed arbitration date agreed upon by all parties. The date must be on a regularly scheduled arbitration day.
 - If all parties do not consent to the adjournment or to a proposed rescheduled date, or if the arbitration has already been adjourned once at a party’s request, the court will conduct a conference call with all parties to determine if the case should be adjourned and, if so, when it should be rescheduled.

Statewide Adjournment Procedure

Attached and appearing in the appendix is a copy of AOC Directive #6-04, effective May 14, 2004. The directive provides the statewide adjournment procedure for civil trials and arbitrations.

Adjournment Policy

The following policy applies to adjournment requests:

- Adjournment requests should generally be made only if a necessary attorney, party or witness is unavailable.
- No adjournment request based on incomplete discovery should be made or granted barring exceptional circumstances.
- No adjournment request should be granted to accommodate a dispositive motion returnable on or after the arbitration date.

Pursuant to R. 4:21A-1(d) and 4:36-3(b), once a case is scheduled for arbitration, there should be no adjournments barring exceptional circumstances. This requires a judicial determination; the Arbitration Administrator may not adjourn cases for incomplete discovery. If, however, a judge extends the discovery end date after an arbitration hearing has already been scheduled, the order extending discovery should specify whether the arbitration date is to remain fixed or be rescheduled. (The judge may determine to allow additional discovery without changing the date of the arbitration hearing.) *(10/30/02 Conference of Civil Presiding Judges' Meeting)*

ATTENDANCE AT ARBITRATION HEARINGS

Rule 4:21A-4(f) provides that an appearance by or on behalf of each party is required at the arbitration hearing. The comment to the rule makes clear that it is sufficient for either the party or the party's attorney to appear. Nevertheless, to ensure that the purpose of arbitration to provide litigants a "day in court" is not compromised, litigants should routinely be encouraged to attend and participate in arbitration hearings. Therefore, arbitrations "on the papers" are strongly discouraged. Evaluations of the arbitration program have found that there is a real benefit in having people come to the courthouse, tell their stories and receive an impartial assessment of their cases from an experienced, competent arbitrator.

If the attendance of a particular party is critical to the other side's proof of his or her case, the opposing party should serve a notice in lieu of a subpoena on the party whose attendance is needed.

If neither the party claiming damages nor that party's attorney appears, the party's pleading will be dismissed. If neither a defendant nor the defendant's attorney appears, the answer will be stricken, the arbitration will proceed and the non-appearing party shall be deemed to have waived the right to request a trial *de novo*. Relief from any order entered as a result of a non-appearance shall be granted only on motion showing good cause and on such terms as the court deems appropriate, including payment of litigation

expenses and counsel fees incurred as a result of the non-appearance. In this regard, see *Delaware Valley Wholesale Florist, Inc v. Addalia*, 349 N.J. Super. 228 (App. Div. 2002).

UNIFORM ARBITRATION STATEMENT OF FACTS FORMS

Pursuant to R. 4:21A-4(a) uniform statement of facts forms must be exchanged by all parties at least 10 days prior to the scheduled arbitration hearing. There are two different forms set forth in Appendix XXII - A and - B of the Rules of Court, one to be used in commercial cases and the other for all other cases. Copies of the forms also appear in the appendix.

Attorneys who fail to bring the completed applicable uniform statement of facts form appearing in the Appendices to the Court Rules to arbitration will be required to fill out the requisite form on the day of arbitration and prior to the start of the hearing. If attorneys' statements were not exchanged 10 days prior to the hearing, as required by R. 4:21A-4(a), the aggrieved attorney may enforce this requirement by bringing the dereliction to the attention of the judge. *(9/26/00 Conference of Civil Presiding Judges' Meeting)*

ARBITRATION AWARDS

After each side has completed its presentation, arbitrators render a decision and prepare a written award. Copies of the award forms appear in the appendix to this manual. There is one form for commercial and lemon law cases and another for all other matters. The decision is normally made on the day of the arbitration hearing in the presence of the participants. The parties are given a copy of the decision (for which they must sign) along with notice of the right to request a trial *de novo*. A copy of the request form also appears in the appendix. In consolidated cases, arbitrators should use a separate award sheet for each separate case. In order to avoid confusion in the application of N.J.S.A. 2A:15-53, the comparative negligence statute, when completing

the arbitration award form, arbitrators should separate the economic and non-economic damages awarded in those situations in which the plaintiff is asserting a claim for economic damages.

The original award should be given to court staff by arbitrators at the conclusion of each hearing and staff must immediately date-stamp it “filed” on the day of the arbitration hearing. In the event that the decision is reserved, court staff must stamp it “filed” on the date that it is received from the arbitrators. Thereafter, the court must provide the decision to all parties pursuant to *R. 4:21A-5*. This procedure is intended to eliminate any question as to when the 30-day period for requesting trial *de novo* begins to run (*i.e.*, from the “filing” date).

Unanimity Required; Procedure When Lacking

When more than one arbitrator hears a case, the decision must be unanimous. If the arbitrators cannot agree, they must immediately advise the parties and the arbitration administrator of the conflict. Within 10 days of being so advised, the parties may request either the designation of a new panel to conduct a second hearing or a trial in Superior Court without further arbitration. In the event that a trial is requested, the provisions of *R. 4:21A-6(c)*, providing for the payment of a trial *de novo* fee and for the award of costs following a trial *de novo* does not apply.

Public Access To Arbitration Awards

Because of the nature of arbitration as a court-annexed, adjudicatory procedure, the public has a right of access to arbitration awards and arbitration hearings.

Prejudgment Interest On Arbitration Awards

The prejudgment interest rule provides that prejudgment interest on arbitrated matters accrues from the date the complaint was filed or six months after the cause of action arose, whichever is later, and ends on the date a court order is entered terminating the action. See *R. 4:21A-(b)* and *R. 4:42-11(b)*. Therefore, the full amount of

prejudgment interest cannot be calculated until an order has been entered terminating the action. It should be noted that in the absence of the calculation of prejudgment interest, the plaintiff is nevertheless entitled to such interest in addition to the damages awarded, and it continues to accrue until the action is terminated. Prejudgment interest should be calculated by counsel for the party to whom it accrues.

AWARDS ON BEHALF OF INFANTS AND INCAPACITATED PERSONS

In the event that an award is accepted on behalf of an infant or mentally incapacitated person, it must be approved by the court and a “friendly” settlement proceeding must be held as expeditiously as possible. See *R.4:21A-7* and *Mack v. Berry*, 205 *N.J. Super.* 600 (Law Div. 1985).

NON-APPEARING PARTIES AT ARBITRATION HEARINGS

R. 4:21A-4(f) provides that an appearance by or on behalf of each party is required at the arbitration hearing. The comment to the rule makes clear that it is sufficient for either the party or the party’s attorney to appear. If neither the party claiming damages nor that party’s attorney appears, the party’s pleading will be dismissed. If neither a defendant nor the defendant’s attorney appears, the answer will be stricken, the arbitration will proceed, and the non-appearing party shall be deemed to have waived the right to demand a trial *de novo*. However, relief from any order entered as a result of a non-appearance shall be granted only on motion showing good cause and on such terms as the court deems appropriate, including payment of litigation expenses and counsel fees incurred as a result of the non-appearance. If the motion is granted, the judge may send the case either to a second arbitration or to a trial, depending on the circumstances.

In *Severino v. Marks*, 366 *N.J. Super* 275 (App. Div. 2004), the Appellate Division reversed and remanded a case in which the trial judge dismissed plaintiff’s demand for a trial *de novo*. The court held that the plaintiffs’ failure to be personally present at the arbitration hearing and the failure of plaintiffs’ counsel to file an arbitration statement did

not constitute a waiver of the plaintiffs' right to a trial *de novo*. The court also noted that the arbitration should not have been scheduled before the completion of discovery.

If a plaintiff appears for arbitration and the defendant does not and the plaintiff requests adjourning the case rather than going forward with the arbitration, staff may not adjourn the case, but rather should refer the matter to a judge for review.

If a plaintiff and plaintiff's attorney appear for arbitration and the defendant appears but defense counsel, despite notice, does not appear, staff must make a good faith effort to reach defense counsel by telephone. If after this good faith effort defense counsel still cannot be reached or refuses to attend, staff may not adjourn the matter, but rather the matter must be referred to a judge who will determine whether there is good cause to adjourn.

If a previous non-appearing party on "good cause" gets a case reinstated on motion following dismissal or striking of the answer because of failure to appear at arbitration and the judge orders the case to a trial rather than to a second arbitration, the \$200 trial *de novo* fee must be paid within 10 days of the judge's order. Such order should specifically provide for payment of the trial *de novo* fee within 10 days as a condition of granting the motion.

If a party in default does not appear at arbitration, an award entered against that party can only be confirmed and judgment entered only if that party received advance notice of the arbitration hearing. The court notices only parties in default who previously appeared in the case (*e.g.*, parties whose answers were stricken).

HANDLING ARBITRATIONS INVOLVING CASES WITH DEFAULTING OR STRICKEN PARTIES

The Conference of Civil Presiding Judges considered a variety of issues relating to arbitrating cases in which a defendant's answer had been stricken for failure to provide discovery or in which a defendant, who had previously answered or appeared in the case, is in default, and made the following determinations:

- if there is but one defendant and that defendant's answer has been stricken or the defendant is in default, the case should **not** be scheduled for arbitration;
- if there are multiple defendants and one or more (**but not all**) are in default or have had their answers stricken for failure to provide discovery:
 - the case should be scheduled for arbitration;
 - the stricken or defaulted defendant(s) should receive notice of the arbitration hearing;
 - the stricken or defaulted defendant(s) should be allowed to participate in the proceeding as they would be allowed to participate at trial, that is, they may cross-examine but may not present affirmative witnesses;
 - the stricken or defaulted defendant(s) that participate in the arbitration hearing are not entitled to a trial *de novo* unless that party has moved to vacate the dismissal or default and that motion has been granted before the time to file the trial *de novo* has run;
 - if another party files for a trial *de novo*, the defendant(s) in default or whose answer(s) have been stricken should get notice and may participate in the trial; and
 - the defendant(s) in default or whose answer(s) have been stricken are bound if the arbitration award is confirmed. *(5/14/02 and 6/25/02 Conference of Civil Presiding Judges' Meetings)*

PROCEEDINGS FOLLOWING ARBITRATION HEARINGS

An order shall be entered dismissing the action following the filing of the arbitrator's award unless:

1. within 30 days after the filing of the arbitration award, a party files and serves on all adverse parties a notice of rejection of the award and demand for a trial *de novo*; or
2. within 50 days after the filing of the arbitration award, the parties submit a consent order to the court detailing the terms of settlement and providing for dismissal of the action or for entry of judgment (see form in appendix); or
3. within 50 days after the filing of the arbitration award, any party moves for confirmation of the award and entry of judgment thereon.

TRIALS *DE NOVO*

Within 30 days after the filing of the arbitration award either party may file and serve a trial *de novo* request (see the appendix). A party demanding a trial *de novo* must tender with the request a check in the amount of \$200 made payable to the “Treasurer, State of New Jersey.” The case is then returned to the active trial list as to all parties. Accordingly, only one party needs to request a trial *de novo*. Any subsequent requests should be returned to the filer. Similarly, in consolidated cases, only one trial *de novo* request and fee is needed to place all non-settling cases within the consolidation back on the trial calendar.

Time for Request

A trial *de novo* request must be filed and served within 30 days after the arbitration award is filed. See *R. 4:21A-6(b)(1)*. See also *Jones v. First National Supermarkets, Inc.*, 329 *N.J. Super.* 125 (App. Div. 2000) making it clear that service of the request on all adverse parties within the 30-day period is as critical as filing it with the court. See also *Corcoran v. St. Peter’s Medical Center*, 339 *N.J. Super.* 337 (App. Div. 2001), holding that the substantial compliance doctrine excusing strict application of the requirements of *R. 4:21A-6(b)(1)* applies to service of a request for a trial *de novo*. See also *Woods v. Shop-Rite Supermarkets, Inc.*, 348 *N.J. Super.* 613 (App. Div. 2002), holding that oral notification of an intention to file a trial *de novo* request following arbitration was insufficient and did not constitute substantial compliance with the requirement of timely service of the demand on one’s opposing party.

Late Trial *De Novo* Requests

Trial *de novo* requests received beyond the 30-day time period must be returned by staff. See *R. 1:5-6(c)(3)*.

Trial *De Novo* Requests Filed by Non-Appearing Parties

Rule 1:5-6(c) permits staff to reject trial *de novo* requests and accompanying fees submitted beyond the applicable 30-day time period within which such requests must be filed as well as those submitted by parties in default or whose answers have been suppressed. Therefore, if a pleading is stricken for failure to appear at arbitration pursuant to *R.* 4:21A-4(f), that party may not file a trial *de novo* request unless the pleading has been timely restored.

Grounds for Enlargement of Time for Requesting a Trial *De Novo* — Extraordinary Circumstances

The 30-day time period for filing a demand for a trial *de novo* may be extended upon a showing of “extraordinary circumstances.”

For example, if plaintiffs contend that defendants, through negotiations, lulled them into missing the filing date, a court might determine that defendants should be equitably stopped from raising the 30-day bar and that the petition should be deemed filed timely. There may also be a finding of substantial compliance with the filing limitation. Generally, when asked after the passage of 30 days to bypass the binding effect of this statutory arbitration, the trial courts should be guided by the same principles as they would apply in passing upon a motion for relief from an order or a judgment under *R.* 4:50-1. Of course, the one year limitation of *R.* 4:50-2 would not apply, since this proceeding has its own internal limitation. But, considering the intention of the arbitration program to provide finality, the passage of time should be a critical factor in a judge's consideration. See *Mazakas v. Wray*, 205 *N.J. Super.* 367, 371-372 (App. Div. 1985.)

In *Behm v. Ferreira*, 286 *N.J. Super.* 566 (App. Div. 1996), the court held that the fact that counsel was too busy or had too heavy a workload to properly handle the litigation or supervise staff was insufficient to constitute “extraordinary circumstances.” Similarly, an attorney’s failure to review his diary and ensure that his secretary followed his instructions to timely file a trial *de novo* request was not found to constitute “extraordinary circumstances.” See *Hartsfield v. Fatini*, 149 *N.J.* 611 (1997). See also

Wallace v. JFK Hartwych, 149 N.J. 605 (1997) and *Martinelli v. Farm-Rite, Inc.*, 345 N.J. Super. 306 (App. Div. 2001).

See also *Flett Associates v. Catalano*, 361 N.J. Super. 127 (App. Div. 2003), in which good cause for the relaxation of the 30-day period under R. 4:21A-6(b)(1) was demonstrated by the unusual circumstances of an accident which prevented the legal secretary to the client's attorney from serving the demand for a trial *de novo* in a timely manner.

Mere Carelessness is Insufficient

A communication breakdown between a claims agent and a motorist's attorney was not a sufficient ground for granting the motorist's untimely request for trial *de novo* of an arbitrated claim. The motorist's attorney, never having received instructions from the agent to reject the arbitrator's decision and proceed with a trial *de novo*, failed to request the trial *de novo* within the 30-day period required by law. These circumstances were found to constitute mere carelessness or lack of proper diligence, which are insufficient to extend the time for filing a request for a trial *de novo*. *Lawrence v. Matuszewski*, 210 N.J. Super. 268 (Law Div. 1986).

Substantial Compliance (Can be Basis for Enlarging Time)

The filing of a request for a trial *de novo* one business day late was held to constitute substantial compliance with the Rules of Court and constituted an "extraordinary circumstance" permitting the enlargement of the time within which to demand a trial *de novo*. See *Gerzenyi v. Richardson*, 211 N.J. Super. 213 (Law Div. 1986). Similarly, in *De Rosa v. Donohue*, 212 N.J. Super. 698 (Law Div. 1986), the court found that the particular circumstances in the case, namely, that the mailed trial *de novo* notice took eight days to travel a distance of only fifteen miles, constituted exceptional reasons for extending the 30-day time constraint. The court specifically pointed out, however, that its ruling should not be interpreted to excuse the late arrival of a trial *de*

novo request mailed a few days before the filing deadline. *Id.* at 703. See also *Nascimento v. King*, 381 N.J. Super. 593 (App. Div. 2005).

Actual Filing Required

Actual filing rather than mailing within the 30-day period is required. See *Gerzenyi v. Richardson*, 211 N.J. Super. 213 (Law Div. 1986).

State of New Jersey Not Required to Pay Fees or Monetary Sanctions; Unsatisfied Claim and Judgment Fund Cases Exempt

Whenever the State of New Jersey is a party to an arbitrated case, it is not required to pay a trial *de novo* fee or monetary sanctions pursuant to R. 4:21A-6(c). Therefore, attorneys filing trial *de novo* requests on behalf of the Unsatisfied Claim and Judgment Fund are exempt from payment of the fee. Staff should be sure that the attorney filing the request is the attorney representing the Fund and not one representing another party to the case.

Handling Receipt of Multiple Fees on a Single Case

Since a trial *de novo* request from one party returns the entire case to the trial calendar, any additional trial *de novo* fees received after the initial fee is received are surplusage and are returned to the party or parties submitting them. *(9/30/03 Conference of Civil Presiding Judges' Meeting)*

Effect of Failure of a Party Requesting a Trial *De Novo* to Submit the Proper Fee

Trial *de novo* requests sent without the proper fee will be returned to the filer. In the past, in some vicinages attorneys were given a reasonable grace period within which to submit the required fee without jeopardizing the timeliness of the trial *de novo* request. However, the Arbitration Advisory Committee has found that such practice dilutes the

effectiveness of the trial *de novo* request, thereby frustrating the legislative goals of the program.

Refundability of Trial *De Novo* Fees

Trial *de novo* fees are non-refundable even if the case settles shortly after the trial *de novo* request is made. To refund fees would be administratively cumbersome and costly, and would encourage the routine rejection of arbitrators' awards. The \$200 fee and the 30-day period during which a party may decide whether or not the award is acceptable are designed to preserve the finality of an arbitrator's decision while also allowing the litigants a reasonable opportunity to request a trial *de novo*.

Faxed Requests Not Acceptable

Just as in the case of any other trial *de novo* request unaccompanied by the requisite fee, faxed requests will be returned to the attorney faxing them. *R.* 4:21A-6(c) requires a trial *de novo* fee to accompany the trial *de novo* request and service of the request on all adverse parties in order for the filing to be effective. Filing by fax in such cases circumvents the intent of the rule.

Effect Upon Other Defendants When Only One Defendant Requests a Trial *De Novo*

When only one defendant requests a trial *de novo*, the matter is returned to the trial calendar as to all parties. See *R.* 4:21A-6(c).

Other Consequences of Requesting a Trial *De Novo* — Award of Costs Following Trial *De Novo*

Rule 4:21A-6(c) provides that if a party rejects an arbitrator's award and thereafter goes to a trial *de novo*, that party may be liable to pay reasonable costs, including attorney's fees, incurred by those parties not demanding a trial *de novo*. Reasonable costs shall be awarded on motion supported by detailed certification. However, no costs may

be awarded if the verdict is not at least 20 percent more favorable than the award. Moreover, if the rejected arbitration award was for a “no cause,” no costs will be awarded if the party requesting the trial *de novo* has obtained a verdict of at least \$250. See *R. 4:21A-6(c)(2)*. The award of attorney’s fees shall not exceed \$750 in total, nor \$250 per day. Compensation for witness costs, including expert witnesses, shall not exceed \$500. See *R. 4:21A-6(c)(3)* and (4).

***Per Quod* Claims to Be Combined with Award to Injured Spouse in Determining Whether to Award Costs**

A *per quod* claim should be combined with the award to the injured spouse in determining a party's potential eligibility for counsel fees and costs under *R. 4:21A-6(c)(1)* following a trial *de novo*. See *Coughlin v. Morell and Pfeiffer*, 222 *N.J. Super.* 71. (App. Div. 1987).

Costs Limited to Extent of Damages Awarded

If a plaintiff who had rejected an arbitrator's award is found to have no cause of action following a trial *de novo*, no attorney’s fees or costs may be assessed against that plaintiff. This is because under *N.J.S.A. 39:6A-34* attorney’s fees and costs can only be offset against any damages awarded to a party. See *Ghazouly v. Benjamin*, 251 *N.J. Super.* 1 (App. Div. 1991).

Substantial Economic Hardship Justifying Denial of Costs

In *Helstoski v. Hickey*, 255 *N.J. Super.* 142 (App. Div. 1988), the court provided guidance as to the circumstances necessary to justify the denial of costs following a trial *de novo* of an arbitrated case in which the plaintiff failed to improve its position by 20 percent. A hardship giving rise to a denial of reasonable costs under *R. 4:21A-6(c)(5)* might exist, if an award for costs exceeds the amount of the recovery. Furthermore, although the economic hardship does not have to be created by the subject matter of the lawsuit, a substantial hardship determination may not be made without full disclosure of

all assets and liabilities, the current employment status and all sources and amounts of income of the party seeking a waiver from the imposition of costs. Finally, the reasonableness of a party's rejection of an arbitration award is irrelevant to the determination. See *Helstoski v. Hyckey, supra*.

Delegability of Power to Determine Applications for Costs

In *Helstoski v. Hyckey, supra*, one of the issues raised on appeal was whether the trial judge had the power to rule on an application for the imposition of costs following a trial *de novo* of an arbitrated case since the pertinent rule (*R. 4:21A-6(c)*) provided that such an application shall be made to the Assignment Judge. As the court disposed of the case on other grounds, however, it did not reach or rule upon that issue.

Following the decision in the *Helstoski* case, *R. 4:21A-8(a)* was amended effective 1989 so as to provide expressly that such functions are delegable.

Trial *De Novo* Request Must Be Filed to Preserve Appeal

According to *Grey v. Trump Castle Associates, 367 N.J. Super. 443 (App. Div. 2004)*, when a matter has been arbitrated pursuant to *R. 4:21A et seq.*, a party may preserve the right to seek appellate review of the interlocutory order only by timely filing a trial *de novo* request. However, once the award has been confirmed and judgment has been entered, an appeal from the award or any interlocutory order is barred.

CONFIRMATION OF AWARD/DISMISSAL

Within 50 days after filing of the arbitration award either party may move to confirm the arbitration award and file a motion to enter judgment. A uniform order (see the appendix) must be used. This form of order allows for a disposition of all claims as to each named party in the complaint, and includes the specific percentages of liability, amount of damages, interest and costs assessed.

Extending The Time For Confirmation Of Arbitrator's Award

Unlike the “extraordinary circumstances” standard applicable to requests for extending the 30-day period for filing a trial *de novo* request, there is ample justification for applying a more relaxed standard to applications to extend the time for confirmation of the award. See *Allen v. Heritage Court Association, supra*. Therefore, unlike requests to extend the time for filing a trial *de novo*, requests to vacate a dismissal and extend the time for confirming an award should be liberally granted.

Taxed Costs Upon Confirmation

In *Greenfeld v. Caesar's Atlantic City Hotel/Casino*, 334 N.J. Super. 149 (Law Division 2000), the court addressed whether R. 4:42-8, providing for the allowance of taxed costs to a prevailing party, applied to confirmation of an arbitration award and entry of judgment. The court held that the provisions of R. 4:42-8 should not be applied to permit or require an award of costs following confirmation of an arbitration award and entry of judgment unless the claim for costs is specifically preserved in the award itself.

EFFECT OF 50-DAY DISMISSALS

According to *Accilien v. Consolidated Rail Corporation*, 323 N.J. Super. 595 (App. Div. 1999), if a motion is brought to vacate a 50-day dismissal and file a late trial *de novo* request, the dismissal order is considered to be “with prejudice” and the moving party must show “extraordinary circumstances.” Under *Allen v. Heritage Court Associates*, 325 N.J. Super. 112 (App. Div. 1999) if the motion to vacate the dismissal is brought to confirm the arbitration award and enter judgment, a more relaxed standard is applied. The court in *Allen* noted:

Although a motion to vacate a dismissal for failure to file a timely motion to confirm an arbitration award should be viewed with great liberality, litigants should be discouraged from adopting a cavalier attitude towards the requirement that a motion to confirm must be filed within fifty days. Therefore, some sanction should be imposed for plaintiff's failure to comply with this requirement. Accordingly, although we reverse the order denying plaintiff's motion to reinstate her complaint and remand for entry of an order confirming the arbitration award, we direct that prejudgment interest on that award shall be suspended for the period between the expiration of the fifty days allowed for a motion to confirm and the filing date of this opinion. See *R. 4:42-11(b)* (providing for suspension of prejudgment interest in "exceptional cases") (325 *N.J. Super.* at 121.)

See also *Sprowl v. Kitselman*, 267 *N.J. Super.* 602 (App. Div. 1993), holding that the standards set forth in *R. 4:50-1* apply to late requests to confirm an award and enter judgment filed after a 50-day dismissal.

At the January 13, 2000 meeting of the Conference of Civil Presiding Judges, it was agreed that 50-day dismissal orders must always be mailed to all parties and they should not specify "with" or "without prejudice."

MISCELLANEOUS MATTERS FOLLOWING ARBITRATION

In *Ravelo v. Campbell*, 360 *N.J. Super.* 511 (App. Div. 2003), an attorney for a motorist's insurer appeared at the arbitration of the claims of the other driver unaware that the passengers' actions had been consolidated with those of the driver. The trial court directed the motorist's insurer to pay the arbitration award for passengers in the other vehicle involved in the accident even though motorist and insurer were not parties to the passengers' suit. On appeal, the Appellate Division held that because the motorist was not a party to the arbitration of the passengers' claims, he did not have to file a notice of rejection of the arbitration award and a request for a trial *de novo* and the trial court

had no basis to order that the insurer pay the award. However, the court ruled that the motorist was collaterally stopped from challenging a liability determination on the remand for arbitration of the passengers' claims.

See also *Hernandez v. Stella*, 359 N.J. Super. 415 (App. Div. 2003), in which the trial judge, finding that the Automobile Insurance Cost Reduction Act, N.J.S.A. 39:6A-1.1 *et seq.*, (AICRA) applied to the case, granted the defendant's motion for summary judgment and dismissed the plaintiff's complaint. On appeal, the court held that AICRA did apply, but that defendants were stopped from relying on the plaintiff's failure to provide a physician's certification because they did not raise the issue until after the arbitration had been conducted pursuant to R. 4:21A. See also *White v. Karlsson*, 354 N.J. Super. 284 (App. Div. 2002, *certif. denied*, 175 N.J. 170 (2002)).

RESOLUTION OF ARBITRATED CASES QUESTIONNAIRE

An on-line questionnaire has been developed for use in evaluating the impact of arbitration on cases that settle following the filing of a trial *de novo* request. The link to the questionnaire is provided in the notice sent in the name of the Pretrial Judge to all counsel and *pro se* parties. In order to capture the data, the questionnaire must complete on line at <http://www.surveymonkey.com/s/HQFF9DG>. Please note that no paper versions will be accepted.

VOLUNTARY BINDING ARBITRATION PROGRAM

The Supreme Court has approved implementation of voluntary binding arbitration programs (VBA) to handle verbal threshold and lemon law cases. It also adopted guidelines permitting counties to use VBA for other case types with advance notice to the AOC. A copy of the program guidelines and sample forms appear in the appendix.

The substance of the program's operation is as follows. The parties file a written consent form, signed by all attorneys and the parties themselves, submitting the case to binding arbitration. The parties must also submit a consent order of dismissal with prejudice. The case is then presented, in abbreviated form, to a panel of two arbitrators

whom the parties have selected. A sitting Superior Court judge, also selected by the parties, is present but becomes involved in the process only if (and to the extent that) the arbitrators do not agree. The proceedings are held in the courtroom, and the judge explains to the parties at the outset and on the record that the determination of the panel will be final and not appealable. All parties must then agree, on the record, that they understand the final and binding nature of the program. The hearing, however, proceeds off the record. Frequently, the parties use a high/low agreement which normally is not revealed to the arbitrators. The high/low provision seems to be an incentive for some attorneys trying to avoid the uncertainty of a trial. For the plaintiffs, it is a guarantee that at least they get something. The incentive for the defense is that it can set a cap and limit its exposure. The high/low provision helps to insulate and protect the client -- whether the client is the plaintiff or the defendant.

This program requires little court involvement other than making a courtroom and the selected judge available. Court staff should not be involved in the scheduling or compensation of the attorney arbitrators used in this program. It is the responsibility of the attorneys using voluntary binding arbitration to privately coordinate the arbitrators, provide for their compensation and ensure attendance when the selected judge is available.

ARBITRATORS TRAINING CURRICULUM

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VOLUNTARY BINDING ARBITRATION PROGRAM GUIDELINES

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