

# New Era ADR

# Abridged Rules and Procedures



Last Updated: October 17, 2024

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## Prologue

New Era ADR (“**New Era**”) handles low(er) dollar value disputes for transactions where the parties need a very cost-effective method for reaching legally enforceable resolutions in a short amount of time. Fundamentally, these disputes (1) are not document intensive, and all necessary evidence is easily attainable and available for upload on the Platform (defined below), (2) do not involve any threshold or dispositive issues, and (3) do not involve significant testimony outside of the parties involved (hereinafter referred to as “**Abridged Disputes**”). Examples of Abridged Disputes include, but are not limited to, those between two third parties on an e-commerce website / digital marketplace, low-dollar consumer disputes (e.g., claims of less than \$3,000), simple peer-to-peer disputes between two individuals, and other similar claims. Abridged Disputes do not include any general commercial or employment disputes, or consumer disputes that do not otherwise meet the criteria of Abridged Disputes herein (those such disputes remain subject to the [New Era ADR Rules and Procedures](#)). The definition of Abridged Disputes is contained in Section 1(a), below.

Accordingly, New Era has created a streamlined process for handling these Abridged Disputes in a cost-efficient and quick manner to align with the interests of the parties. The primary goal remains fundamental fairness for everyone involved. This process is governed by these **New Era ADR “Abridged Rules and Procedures”** and is significantly truncated from New Era’s Virtual Expedited Arbitration process. New Era ADR retains the sole discretion in determining whether a given dispute may belong under these Abridged Rules and Procedures or not.

New Era’s alternative dispute resolution platform at <http://app.neweraadr.com> (the “**Platform**”) for Abridged Disputes will guide disputants through the processes listed below to facilitate the most efficient process possible. Please note that by agreeing to use New Era ADR as the arbitration forum for a dispute, and by signing in and participating on the Platform, you are agreeing to the following rules and procedures.

## Incorporation by Reference

The following sections of the [New Era ADR Rules and Procedures](#) are hereby incorporated by reference: Sections 1(b)(iv), 2(a) - 2(i); 2(k); 2(l); 2(m)(i), (ii), and (iv) - (vi); 2(n)(ii) for non-party documentary evidence; 2(p); 2(q); 2(r)(i), (ii), and (v); 2(t); 2(u)(i); 2(v); 2(w); and 2(z) - 2(ee). Note that any dispute filed

on the Platform that meets the definition of “Mass Arbitration” under Section 1(b)(iv) of the New Era ADR Rules and Procedures, whether it is of the character identified above as an Abridged Dispute or not, shall be considered a Mass Arbitration under the New Era ADR Rules and Procedures and shall be governed by the Mass Arbitration Rules and Procedures thereunder and the applicable fee schedule and not by these Abridged Rules and Procedures.

Other than with respect to Mass Arbitrations, to the extent there are any conflicts between the Abridged Rules and Procedures set forth below and the applicable provisions of the “New Era Rules and Procedures” listed above, these Abridged Rules and Procedures contained herein govern. The order of precedent is therefore the Mass Arbitration Rules and Procedures under the New Era ADR Rules and Procedures, followed by these Abridged Rules and Procedures, followed by the remainder of the New Era ADR Rules and Procedures. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the New Era ADR Rules and Procedures.

The New Era website “[Terms and Conditions](#)” and “[Privacy Policy](#)” are hereby incorporated by reference and applicable to all parties.

## 1) Initiation

### a) Abridged Disputes Definition

- i) Only an “Abridged Dispute” is subject to these Abridged Rules and Procedures, and it is defined as a dispute where New Era, in its sole discretion, has determined with advanced notice that the dispute has the necessary characteristics (discussed in the Preamble) to qualify for the shortened time frame provided for in these Abridged Rules and Procedures. Regardless of what may be referenced in the Parties’ arbitration agreement, New Era ADR in its sole discretion will determine which disputes qualify as Abridged Disputes or not, or it may assign a Neutral on a temporary basis to make the determination if it deems it necessary. If a Party believes that its dispute may qualify as an Abridged Dispute, it must contact New Era in advance at [info@neweraadr.com](mailto:info@neweraadr.com).

### b) Agent and Existing Information

- i) Prior to filing an Abridged Dispute, all evidence and information accessible by the filer and pertinent to the dispute must be collated and submitted during the intake process when first filing the claim. This can be done by the Claimant themselves, or by a non-Party filing agent, such as the customer support representative of a digital marketplace (an “Agent”). This evidence and information shall include: (a) the names and contact information of the party who originally brought the dispute (“Claimant”) and the other party involved in the dispute (“Respondent;” and each a “Party” and together the “Parties”); (b) any evidence including, but not limited to, documents, pictures or other

media; (c) any claim or counterclaim for monetary damages or non-monetary relief; and (d) any other information deemed pertinent by the Agent or Claimant, as applicable. Both Claimant and Respondent will have the opportunity to amend this information later in the process (outlined below).

- ii) Once all the information listed above is submitted and confirmed, the Agent or Claimant, as applicable, will submit and file the case on the Platform.

## 2) Party Engagement

### a) Email Invitation with Instructions

- i) Following the filing of the case, each Party to the dispute will receive an email inviting them to the case along with instructions on how to engage with the Platform. If an Agent filed the case, Claimant will receive the invitation first, and Respondent will receive their invitation after Claimant has completed the steps outlined in this Section 2. If the Claimant filed the case, Respondent will receive their invitation at this time. In any event, each Party is expected to login to the platform within five (5) days of receiving this email invitation.

### b) Confirmation of Person(s) Handling Case

- i) Claimant and then Respondent, or just Respondent, as applicable, will first be asked to confirm whether they will be handling the case directly or some other related or representative party will be handling the matter on their behalf.

### c) Review and Confirm Uploaded Materials

- i) Claimant and then Respondent, or just Respondent, as applicable, will then review the existing case information and materials and confirm they are correct, and may add any additional pertinent evidence, and/or adjust or remove anything they do not agree should be included.

### d) Confirm Details

- i) Claimant and then Respondent, or just Respondent, as applicable, will then confirm the finality of all information and submitted materials and submit the case for dispute creation.

## 3) Dispute Creation

### a) Assignment of Neutral

- i) New Era will appoint a Neutral based on a rotating bench of Neutrals with expertise in Abridged Disputes. To the extent applicable law requires the ability to object to the appointed Neutral, any such objection must be made within 72 hours of assignment and will be handled in accordance with the stated requirements of applicable law. If the

Neutral is or becomes unresponsive after assignment, New Era ADR in its sole discretion may reassign the dispute to another Neutral. In all cases the Neutral must complete the Disclosure and Acceptance form within 24 hours of being assigned or the dispute may be reassigned to another Neutral.

#### **b) Additional Materials**

- i) The Parties will have the opportunity to add any pertinent additional evidence including, but not limited to, documents, pictures or other media, including via an optional free text field for submission of any final arguments or statements to be considered by the Neutral, all of which must be submitted no more than forty-eight (48) hours before the final hearing.

#### **c) Discovery**

- i) The Parties will not engage in formal discovery unless their dispute involves an injury to, or the death of, a person caused by the wrongful act or neglect of another. In that case, discovery may be conducted as provided for in California Code of Civil Procedure section 1283.05.

### **4) Hearing**

#### **a) Waiver**

- i) The Parties may agree to waive the hearing and have their dispute resolved by the Neutral based solely on the documents they have submitted to the Platform. The Neutral will first confirm whether the Parties wish to have a documents-only arbitration, and if not, the Neutral will then move to Scheduling.

#### **b) Scheduling**

- i) The Neutral will send date and time options for a hearing via the messaging app on the Platform. The Parties will submit their preferences and availability until a mutually agreeable date and time has been decided.

#### **c) Video Conferencing**

- i) New Era will send notice of the hearing to the Parties via email, which will include a video conferencing link for the applicable date and time and instructions on how to attend. This same information will be included on the dispute dashboard in the Platform for all Parties to join the hearing.

#### **d) Duration and Content**

- i) The hearing will take no longer than 30 minutes unless otherwise extended by the Neutral. Only the Parties themselves and their representatives (legal or not), if applicable, will be allowed to attend the hearing, and no other live witnesses or persons will be allowed. Exceptions to these guidelines can be made in the sole discretion of the Neutral for the purpose of administering a fair and efficient process.

### e) **Post-Hearing Evidence**

- i) The Neutral may, in their sole discretion, request documentary evidence after a hearing. Such evidence is only admissible at the request of the Neutral. If such evidence is requested, the Party from whom evidence is requested will have 3 days to upload such evidence after the hearing, and the other side will then have 24 hours to respond to any uploaded evidence. The 3-day timeline begins at the scheduled hearing start time.

## 5) **Decision**

### a) **Decision Issued**

- i) Following the hearing, within a reasonable period of time, a decision will be issued by the Neutral via the Platform.

### b) **Content of the Decision**

- i) The decision will include monetary damages and/or other non-monetary relief afforded to the prevailing Party.

### c) **Reasoning**

- i) The Neutral has the discretion to provide a brief statement of reasoning for the decision. No fully reasoned decision will be issued.

## 6) **General Provisions**

### a) **Timeline**

- i) New Era and the appointed Neutral will endeavor to complete the entire process within fourteen (14) days of Neutral appointment. The Parties acknowledge the exigencies such as force majeure events and/or scheduling may delay the duration of the dispute.

### b) **Participation**

- i) If one Party is unresponsive or becomes unresponsive during the dispute process, the Neutral shall consider the evidence submitted and may issue a default judgment no less than 14 days after their appointment. If both Parties are unresponsive or become unresponsive, the Neutral may dismiss the dispute no less than 14 days after their appointment.

### c) **Payment**

- i) Payment for any Abridged Dispute will be made in advance according to agreed-upon rates with New Era or, if no such agreement exists, **Tier 1** pricing from the [New Era ADR Fee Schedule](#) shall apply.