

**ARBITRATION RULES OF RETIRED JUDGE DISPUTE RESOLUTION SERVICES LLC  
(VIRGINIA)**

**1. GENERAL**

Arbitration is the process by which a neutral third party, the Arbitrator, hears and decides the outcome of a disputed claim or claims based on the facts presented and applying the relevant law. The Code of Virginia, Article Two of The Uniform Arbitration Act: 8.01-581.01 through 8.01-581.016, the Arbitration Agreement, and these Arbitration Rules shall govern the Arbitration conducted by Retired Judge Dispute Resolution Services LLC pursuant to any Agreement to Arbitrate.

A Claim is an allegation of facts on which a party or parties seek relief.

A Claimant is a person or entity making a claim.

A Counterclaimant is a party pursuing a Counterclaim.

A Counterclaim Respondeat is a party against which a Counterclaim has been made. A

Hearing is a proceeding at which the facts and merits of the Claims and, if relevant, Counterclaims are heard and tried by the Arbitrator from which an Award will be issued.

2. All parties shall be represented by counsel.
3. All statutes of limitations related to the Claims and Counterclaims shall be tolled as of the date the claim is initiated.
4. The Arbitrator shall be Retired Judge H. Thomas Padrick, Jr. for Retired Judge Dispute Resolution Services LLC, hereinafter RJDRS.
5. The Arbitrator serves totally impartially, subject to governing Virginia Law, the Agreement To Arbitrate, and the Rules listed herein.
6. Subject to the Arbitrator's approval, the parties may agree on the date, the location, and the time of the Arbitration hearing.
7. RJDRS will schedule a Pre-Arbitration Conference after all of the claims have been presented, and the Arbitrator will preside. The issues heard at said Conference will include, but are not limited to, scheduling, any motions, the format of the hearing, and any and all issues deemed relevant by the Arbitrator.
8. During the Pre-Arbitration Conference or at any other time deemed appropriate by the Arbitrator, the parties may be ordered to articulate with specificity their claims, counterclaims, and the like, as well as statements of fact or positions, and/or specific relief sought.
9. At any time, the Arbitrator may consider and rule on any motions and convene preliminary hearings on any relevant matter.
10. There shall be no ex parte communication with the Arbitrator. Any written communications sent to the Arbitrator shall be copied to all counsel of record.

- 11.** No discovery shall be authorized unless agreed to by all parties, which would specify the scope and nature of the discovery. If there is a dispute over any discovery, the Arbitrator shall decide the issue.
- 12.** The Arbitrator may allow a party to amend its claims or counterclaims, upon written motion.
- 13.** The trial or hearing is akin to a trial in the circuit courts of the Commonwealth of Virginia in which all parties will present evidence and argue their case according to the law and proof produced therein, in accordance with the Rules articulated herein. To the extent allowed by Virginia Law, the Arbitrator is empowered to issue subpoenas for the attendance of witnesses and for subpoena(s) duces tecum. The Arbitrator may allow a de bene esse deposition upon agreement of the parties or permitted by the Arbitrator.
- 14.** The Arbitrator shall preside over all of the hearings. Remote hearings, or part remote hearings, may be allowed if agreed by the parties, or with the Arbitrator's permission. The hearings shall be private. In the unlikely event that a party or the party's counsel fails to appear at the hearing, the Arbitrator may proceed with the Hearing and Rule upon all issues.
- 15.** A continuance may be granted for good cause, and in accordance with the terms and conditions contained in the Arbitration Agreement.
- 16.** Any party may procure a court reporter for the hearing(s) according to the terms and conditions contained in the Arbitration Agreement.
- 17.** The Arbitrator shall issue a written Award deciding all issues and claims of all the parties. If relevant, the Arbitrator may also provide relief for any equitable claims of the parties. The Award shall be binding, and shall bar any appeals, trials de novo, and the like. The Award shall be the final judgment on all issues between the parties as set forth in the Arbitration Agreement.
- 18.** As may be appropriate, during the pendency of the Arbitration, the Arbitrator may issue "Interim Awards" that provide interlocutory relief as may be applicable. No judicial relief may be pursued until the completion of the Arbitration and issuance of the Award.
- 19.** As stated in the Agreement to Arbitrate, judgment may be entered and enforced in accordance with Virginia Law.
- 20.** The fees and costs of the Arbitrator shall be as outlined in the Arbitration Agreement.
- 21.** All fees and costs of the parties, other than those of the Arbitrator, will be borne by the party incurring said attorneys' fees and expenses, unless the parties otherwise agree in writing. If an agreement of the parties requires the Arbitrator to allocate the Arbitrator's fees and costs, he will do so in the Award.
- 22.** The Arbitrator shall not be liable to the parties and those signing the Arbitration Agreement for any act or omission relating in any manner to the Arbitration. Furthermore, the Arbitrator shall not be subpoenaed or otherwise compelled to testify or produce any documents or files in any way related to the Arbitration. It is further understood and agreed that any documents or records related to the Arbitration may be shredded and destroyed after three months following the issuance of the Award. If any person or entity files a suit or makes a claim, or seeks to subpoena the Arbitrator or engage in other legal process in violation of the Rule, such person or entity shall pay all reasonable attorney's fee and costs incurred by the Arbitrator in responding to any such actions.

**END OF RULES**

**(Amended 11-2025)**