

**RETIRED JUDGE DISPUTE RESOLUTION SERVICES LLC
STIPULATION AND AGREEMENT FOR BINDING ARBITRATION - VIRGINIA
(FLAT FEE)**

In Re the Matter of:

Plaintiff,

Vs.

Defendant(s)

It is hereby stipulated and agreed by and between the undersigned parties, and their respective counsel, that the above captioned matter is hereby submitted for binding-arbitration, pursuant to Virginia Code 8.01-577(A), before H Thomas Padrick, Jr, Retired Judge, hereinafter referred to as the "Arbitrator." The terms and conditions of the arbitration include the arbitration rules of Retired Judge Dispute Resolution Services L.L.C. – Virginia, which are attached hereto and made a part thereof.

The Arbitrator, in his sole discretion, shall control the proceedings and regulate the order of proof, including all the powers contained in Virginia Code 8.01-581.06, including but not limited to, the issuance of subpoenas for the attendance of witnesses, for the production of books, records, documents and other evidence, and shall have the power to administer oaths. The Arbitrator shall also have the power, if discovery is requested, to allow discovery in his sole discretion or by agreement of the parties.

The Arbitrator shall have sole discretion to allow, limit, terminate, or resolve any discovery dispute between the parties. In addition, any party may retain at its own expense, a court reporter(s) to take down and transcribe the hearing or any other proceeding. The Arbitrator shall also have the discretion to require the parties to retain the services of a court reporter, the cost of which shall be paid by the parties as determined by the Arbitrator. The Arbitrator also has the discretion to conduct the hearing, or parts thereof, remotely via Zoom or some other means as may be appropriate. The hearing(s) shall be private.

The award shall be in writing and signed by the Arbitrator, and, pursuant to Virginia Code 8.01-581.07, fees and expenses shall be decided by the Arbitrator. In addition, if the parties agree in writing, attorney fees shall be assessed as part of the award. The award shall include a determination of all questions submitted to the Arbitrator. Any party to the arbitration shall be entitled to have the award of the Arbitrator entered as a judgment pursuant to Virginia Code 8.01-581-012, after it being confirmed by the court pursuant to Virginia Code 8.01-581.09.

There shall be no *ex parte* communication with the Arbitrator. Any communication with the Arbitrator outside of the hearing shall be by conference call with all parties present, or with copies of any written communications to all parties. Each party hereto, and the attorneys of record of the parties, hereby waive any right each may have to trial by judge, trial by jury, trial *de novo*, or appeal.

The Arbitrator's fee is a flat fee _____, payable upon the scheduling of the arbitration, for all work performed, including, but not limited to, preparation, pre-trial conferences, the hearing(s) and issuance of the Award. In the event a scheduled hearing is cancelled by one or more of the parties, the parties and their attorney(s) shall pay a cancellation fee of \$1,000.00. The parties and his or her law firm (as a cost advance for the client) shall be responsible for paying all fees and costs incurred during the arbitration process. Unless otherwise agreed, the fee shall be evenly divided between the parties. In the event of any non-payment of the arbitrator's fee, the parties and their attorneys agree to pay all cost of collection including the attorney's fee of the arbitrator.

The Arbitrator shall not be liable to the parties and those signing this Stipulation for Binding Arbitration for any act or omission relating in any way to the Arbitration and the process thereof. Furthermore, the Arbitrator shall not be subpoenaed or otherwise compelled to testify or to produce any documents in any proceeding whatsoever. In the event of such subpoena, requests for documents or filing suit, the person or entity shall pay all costs and reasonable attorney's fees incurred by the Arbitrator.

Wherefore, by signing this agreement, the parties and their attorneys agree to all terms contained hereof.

**RETIRED JUDGE DISPUTE RESOLUTION SERVICES LLC
STIPULATION AND AGREEMENT FOR BINDING ARBITRATION - VIRGINIA
(FLAT FEE)**

Full Name of Person Signing (Please Print)

Signature

Date

Full Name of Person Signing (Please Print)

Signature

Date

Full Name of Person Signing (Please Print)

Signature

Date

Full Name of Person Signing (Please Print)

Signature

Date

Full Name of Person Signing (Please Print)

Signature

Date

Signature of Counsel

Signature of Counsel

Date _____

Date _____

Printed Name of Counsel for Party

Printed Name of Counsel for Party

Address of Counsel

Address of Counsel

City/State/Zip

City/State/Zip

E-mail Address

E-mail Address

Telephone

Telephone

Date _____

Date _____

ACCEPTED by Retired Judge Dispute Resolution
Services L.L.C. By _____

Date _____

**RETIRED JUDGE DISPUTE RESOLUTION SERVICES LLC
STIPULATION AND AGREEMENT FOR BINDING ARBITRATION - VIRGINIA
(FLAT FEE)**

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.

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

- 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)