



Consumer Arbitration Reference Sheet

Application of Consumer Rules

The AAA® applies the *Consumer Arbitration Rules* to arbitration clauses in agreements between individual consumers and businesses where the business has a standardized, systematic application of arbitration clauses with customers and where the terms and conditions of the purchase of standardized, consumable goods or services are non-negotiable or primarily non-negotiable in most or all of its terms, conditions, features, or choices. The product or service must be for personal or household use. Please reference the [Consumer Rules](#) and the [Consumer Due Process Protocol](#).

In order to determine if the arbitration agreement substantially and materially complies with the due process standards of the *Consumer Due Process Protocol*, **the AAA reviews the parties' arbitration clause only**, and not the entire contract. The AAA's review of the arbitration clause is only an administrative review to determine whether the clause complies with the AAA's minimum due process standards in consumer arbitrations. However, the AAA's review is not an opinion on whether the arbitration agreement, the contract, or any part of the contract is legally enforceable.

Cybersecurity and Privacy

Please review the AAA-ICDR® *Best Practices Guide for Maintaining Cybersecurity and Privacy*.

Communication

The AAA will use electronic mail when communicating in writing, and requests that the parties do the same. If you have not provided us with your email address, we ask that you do so at this time. If a party does not provide us with their email address, then that party will have to rely on receiving correspondence via regular mail or facsimile.

Your case administrator will help ensure the appropriate exchange of written correspondence. The arbitrator will direct you to submit correspondence either through the AAA or directly to the arbitrator with a copy to all parties and the AAA. To ensure the proper handling of case-related documents, the parties should always copy the AAA and all other case participants. The AAA will determine if written communication was properly served to all participants and will provide that correspondence to parties or the arbitrator as needed.

Extension Requests

The AAA has a strict policy regarding requests for extensions. If you need to extend any deadline during the course of the administrative process, please try to obtain the other party's agreement prior to contacting the AAA. The AAA or the arbitrator may extend any period for good cause in these Rules, except as set forth in R-42. The AAA will notify the parties of any extension.



AAA WebFile®

We invite you to visit our website to learn more about managing your case online. As part of our administrative service, AAA's WebFile allows you to perform a variety of case related activities, including:

- File additional claims;
- Complete the Initial List of People form;
- View invoices and submit payment;
- Merge forms that auto-populate with case and party information;
- Share and manage documents;
- Review case status or hearing dates and times; and,
- Upload hearing exhibits in a dedicated space activated by the arbitrator.

Mediation

The AAA provides mediation services for all cases. Mediation is a private, non-binding process under which the parties submit their dispute to a third-party mediator. If you would like more information about the AAA's mediation services including our *Fixed Rate Mediation Program* for cases involving only two parties with claims under \$75,000 for the flat rate of \$850, please contact your case administrator.

Requirement Per California Statute

Pursuant to the California Code of Civil Procedure section 1281.96, the AAA must collect and make available to the public information regarding our involvement in, and outcome of, all of our consumer arbitrations. The AAA's *Consumer Arbitration Statistics* are available on the consumer page of the AAA's website.

To fulfill our obligations under California law the AAA relies on the information provided by the parties. Therefore, we ask that you review the party names in the case caption and immediately advise your case administrator of any needed changes.



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Visit us on the Web at adr.org

The AAA-ICDR has offices and hearing facilities throughout the world in locations including: Atlanta, Boston, Buffalo, Charlotte, Chicago, Cleveland, Dallas, Denver, Detroit, Fresno, Houston, Johnston, Los Angeles, Miami, Minneapolis, New York City, Philadelphia, Phoenix, San Antonio, San Diego, San Francisco, Seattle, Singapore, Somerset, Voorhees, and Washington D.C.

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