

## AAA, JAMS and CPR Comparison Chart for US Domestic Arbitrations

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Status: **Maintained** | Jurisdiction: **United States**

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This chart provides practical guidance on the differences between the three major US domestic arbitration forums. Counsel may use it to assess the benefits of each forum's rules and modify the particular rules that most affect their client's business and industry sector, and the types of disputes they are likely to encounter.

There are important distinctions between the major arbitration forums. Understanding the nuances of each enables counsel to make informed decisions and facilitate an effective and efficient arbitration process. Although there are several reputable arbitration forums, the three forums most often used in the US are:

- **The American Arbitration Association (AAA).** The key AAA rules include:
  - the Commercial Arbitration Rules and Mediation Procedures (AAA Rules), including Procedures for Large, Complex Commercial Disputes (AAA Procedures for Large, Complex Commercial Disputes), which became effective on [October 1, 2013](#) and [September 1, 2022](#); and
  - the AAA Employment Arbitration Rules and Mediation Procedures (AAA Employment Rules).
- **JAMS.** The key JAMS arbitration effective June 1, 2021 rules include:
  - the JAMS Comprehensive Arbitration Rules & Procedures (JAMS Rules);
  - the JAMS Streamlined Arbitration Rules & Procedures (JAMS Streamlined Rules); and
  - the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases (JAMS Discovery Protocols – January 6, 2010).
- **The International Institute for Conflict Prevention & Resolution (CPR).** The key CPR arbitration rules include:

- the new [Administered Arbitration Rules \(CPR Administered Rules\)](#), which became effective on March 1, 2019, and the [2018 Non-Administered Arbitration Rules \(CPR Non-Administered Rules\)](#) (together, CPR Rules); and
- the [CPR Protocol on Disclosure of Documents and Presentation of Witnesses in Commercial Arbitration \(CPR Disclosure Protocol\)](#).

These charts outline the differences in arbitration rules and procedures on several topics likely to be most important to counsel and their clients, including:

- The scope of discovery.
- Whether depositions are allowed.
- Whether the parties are entitled to attorneys' fees.
- Whether confidentiality is imposed on the parties.

All of these topics can be specifically addressed and modified in the parties' arbitration agreement.

Note: the AAA, JAMS, and CPR each have different sets of rules applicable to international cases. These charts cover only arbitrations administered under the organizations' rules for domestic cases unless otherwise indicated. For a comparison of the international rules, see [ICDR, JAMS and CPR International Arbitration Rules Comparison Chart](#).

## Discovery

AAA	JAMS	CPR
<p><b>Limited Scope</b></p> <p><b>Documents.</b> The arbitrator may, on application of a party or in the arbitrator's own discretion, require the production of documents:</p> <ul style="list-style-type: none"> <li>• On which a party intends to rely.</li> <li>• That are relevant and material to the outcome of disputed issues if sought in a document request.</li> <li>• (2013AAA Rules, R-22(b), 2022 Rules R-23(b).)</li> <li>• Note: This rule tracks Article 3 of the 2010 International Bar Association Rules on the Taking of Evidence in International Arbitration (IBA Rules), which provides that each party must submit all documents it relies on and allow the discovery of documents relevant to the case and material to its outcome (IBA Rules, Arts. 3(1), 3(3)).</li> <li>• <b>Interrogatories.</b> The new AAA Rules do not mention interrogatories. Former Rule L-4 provided for them only on a showing of good cause. Therefore, AAA arbitrators are now less likely to exercise their broad discretion to allow interrogatories.</li> <li>• <b>Subpoenas.</b> The arbitrator may issue subpoenas on request of a party or independently (2013 AAA Rules, R-34(d), 2022 Rules R-35(d)).</li> <li>• Note: The AAA Procedures for Large, Complex Commercial Disputes give arbitrators "broad arbitrator authority to order and control the exchange of information."</li> </ul>	<p><b>Broader Scope</b></p> <p><b>Documents.</b> Document requests should be limited to documents that are directly relevant to significant issues in the case or to the case's outcome (JAMS Discovery Protocols, at 4).</p> <p>Practice tip: Counsel should consider using the following sample provision to control document discovery:</p> <p>"Document requests shall be limited to documents directly relevant to significant issues in the case or to the case's outcome, shall be restricted in terms of timeframe, subject matter, and persons or entities to which the requests pertain, and shall not include broad phraseology such as 'all documents directly or indirectly related to.'"</p> <p><b>Interrogatories.</b> The JAMS rules and procedures do not mention interrogatories, and JAMS arbitrators rarely use their broad discretion to permit them absent an agreement of the parties.</p> <p><b>Subpoenas.</b> The arbitrator may issue subpoenas for the attendance of witnesses or the production of documents before or at the hearing (JAMS Rule 21).</p> <p><b>Depositions.</b> Each party may take one deposition of an opposing party or of one individual under the control of the opposing party (JAMS Rule 17(b)).</p>	<p><b>Limited Scope</b></p> <p><b>Documents.</b> The arbitrator may require discovery as it determines is appropriate (CPR Rule 11).</p> <p>Note: The CPR Disclosure Protocol provides three alternative modes of document disclosure that parties can agree to:</p> <ul style="list-style-type: none"> <li>• <b>Mode A.</b> No disclosure of documents other than documents that each side will present in support of its case.</li> <li>• <b>Mode B.</b> Disclosure under Mode A plus documents essential to a matter of import for which a party has demonstrated a substantial need.</li> <li>• <b>Mode C.</b> Disclosure of documents regarding non-privileged matters relevant to any party's claim or defense, subject to limitations of reasonableness, duplication, and undue burden.</li> <li>• (CPR Disclosure Protocol, Schedule 1.)</li> <li>• The CPR Disclosure Protocol admonishes that arbitration is not the place for an approach of "leave no stone unturned" or for untempered advocacy (CPR Disclosure Protocol, § 1(a)).</li> <li>• <b>Interrogatories.</b> The CPR Rules do not mention interrogatories, but the arbitrator may allow them if he deems appropriate (CPR Rule 11).</li> <li>• <b>Subpoenas.</b> The CPR Rules do not mention the issuance of subpoenas, but the arbitrator may issue them if he deems appropriate (CPR Rule 11).</li> </ul>

## Depositions

AAA	JAMS	CPR
<p><b>Permitted but Discouraged</b></p> <p>The AAA Rules are silent on whether depositions are available, but the arbitrator may allow them (2013 AAA Rules, R-21. 2022 Rules, R-22).</p> <p>The AAA Procedures for Large, Complex Commercial Disputes provide that the arbitrator may order depositions:</p> <ul style="list-style-type: none"> <li>• In exceptional cases (this was added in 2013).</li> <li>• At the discretion of the arbitrator.</li> <li>• On a showing of good cause.</li> <li>• (AAA Rules, L-3(f).)</li> <li>• Additionally, the AAA Procedures for Large, Complex Commercial Disputes state that the arbitrator has broad authority “to order and control the exchange of information, including depositions” The arbitrator may allocate the cost of taking the deposition (AAA Rules, L-3(f)).</li> <li>• The AAA Employment Rules provide that the arbitrator has the authority to order depositions (AAA Employment Rule 9).</li> <li>• Note: Depositions are now discouraged in arbitration practice. The new AAA Rules added the restriction that depositions in complex, commercial disputes are allowed only in “exceptional cases” (AAA Rules, L-3(f)). Further, the Preliminary Hearing Procedures do not reference depositions (AAA Rules, P-1, P-2).</li> </ul>	<p><b>Permitted but Discouraged</b></p> <p>The JAMS Rules allow one deposition per party, but the arbitrator may order more (JAMS Rule 17(b)).</p> <p>The JAMS Streamlined Rules do not allow depositions unless determined by the arbitrator based on:</p> <ul style="list-style-type: none"> <li>• The reasonable need for the requested information.</li> <li>• The availability of other discovery options.</li> <li>• The burdensomeness of the request.</li> <li>• (JAMS Streamlined Rule 13(a).)</li> <li>• Practice tip: Where depositions are desired, counsel should consider using a version of the following sample provision to limit depositions while controlling the process:</li> <li>• “Each side may take three (3) discovery depositions. Each side’s depositions are to consume no more than a total of twenty (20) hours. There are to be no speaking objections at the depositions, except to preserve privilege. The total period for the taking of depositions shall not exceed six (6) weeks.”</li> </ul>	<p><b>Permitted but Discouraged</b></p> <p>Depositions are discouraged under the CPR Rules, but the arbitrator may order them if he deems appropriate (CPR Rule 11).</p> <p>The CPR Disclosure Protocol provides that depositions should be permitted only where the testimony is expected to be material to the outcome of the case and where one or more of the following circumstances apply:</p> <ul style="list-style-type: none"> <li>• Witness statements are not being used.</li> <li>• The parties agree to the taking of the deposition.</li> <li>• The witness may not be available to testify.</li> <li>• The arbitrator should impose strict limits on the number and length of any depositions allowed. (CPR Disclosure Protocol, § 2(c).)</li> </ul>

## Attorneys' Fees

AAA	JAMS	CPR
<p><b>Broadest Discretion</b></p> <p>The AAA Rules provide that the arbitrator may award attorneys' fees if either:</p> <ul style="list-style-type: none"> <li>• Both parties request an award of attorneys' fees.</li> <li>• The award is authorized by law or the arbitration agreement.</li> <li>• (2013 AAA Rules, R-47(d)(ii), 2022 Rules, R-49(d)(ii).)</li> <li>• Practice tip: if both parties request attorneys' fees, the arbitrator may award the fees even if the parties agreed otherwise in the arbitration agreement. Therefore, counsel should never request attorneys' fees merely because the other side has.</li> </ul>	<p><b>Most Restrictive</b></p> <p>The arbitrator may award attorneys' fees if provided by the arbitration agreement or allowed by applicable law (JAMS Rule 24(g)).</p> <p>Practice tip: Counsel should consider using the following sample provision to discourage questionable claims:</p> <p>"The arbitrator(s) shall award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If a party prevails on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration."</p> <p>Alternatively, counsel should consider replacing the word "shall" with "may," to give the arbitrator discretionary (but not mandatory) power to do so.</p>	<p><b>Broad Discretion</b></p> <p>The arbitrator sets the costs of arbitration, which include the "costs for legal representation and assistance and experts" to the extent the arbitrator deems appropriate (CPR Administered Rule 19.1(d); CPR Non-Administered Rule 17.2(d)).</p> <p>Absent any agreement to the contrary, the arbitrator may apportion the costs of arbitration as the arbitrator deems reasonable (CPR Administered Rule 19.2; CPR Non-Administered Rule 17.3).</p>

## Confidentiality

AAA	JAMS	CPR
<p><b>Not Imposed on Parties</b></p> <p>The AAA Rules provide that the arbitrator and the AAA must maintain the privacy of the hearings unless the law provides to the contrary (<a href="#">Code of Ethics for Arbitrators in Commercial Disputes</a> Canon VI and AAA Rules, R-26). There is no confidentiality requirement imposed on the parties.</p>	<p><b>Not Imposed on Parties</b></p> <p>The JAMS Rules provide that JAMS and the arbitrator must maintain the confidential nature of the arbitration proceeding and the award (JAMS Rule 26(a)). There is no confidentiality requirement imposed on the parties.</p> <p>The arbitrator may issue protective orders (JAMS Rule 26(b)).</p>	<p><b>Imposed on Parties</b></p> <p>The CPR Rules provide that the arbitrator, CPR, and the parties must treat the proceedings and any related discovery as confidential (CPR Administered Rule 20; CPR Non-Administered Rule 18).</p>

## AAA, JAMS and CPR Comparison Chart for US Domestic Arbitrations

AAA	JAMS	CPR
<p>The 2013 AAA Rules are silent on the arbitrator’s authority to issue protective orders, although AAA arbitrators routinely issue protective orders on request and demonstrated justifiable need. Rule R-45 of the 2022 Rules states that the AAA and the arbitrator must keep confidential all matters relating to an arbitration or an award. In addition, Rule R-45(b) explicitly authorizes the arbitrator to issue any confidentiality orders necessary for the case.</p> <p>The AAA Employment Rules provide that the arbitration award is publicly available, however, the names of the parties and witnesses are stricken unless agreed otherwise (AAA Employment Rule 39(b)).</p> <p>The AAA’s Statement of Ethical Principles provides that the “parties always have a right to disclose details of the proceeding, unless they have a separate confidentiality agreement.”</p> <p>Note: The Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC Rules) also do not impose a confidentiality requirement on the parties (SCC Rules 2017 and 2023, Art. 3).</p>	<p>Note: Like the JAMS Rules, the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL Rules) make the hearings and awards confidential, but do not impose confidentiality on the parties (see UNCITRAL Rules, Arts. 28(3), 34(5)).</p>	<p>The arbitrator may issue orders to protect the confidentiality of trade secrets and other sensitive information disclosed in discovery (CPR Administered Rule 11).</p> <p>The arbitration rules of several other international forums similarly impose confidentiality on the arbitrator and the parties for the hearing and award, including:</p> <ul style="list-style-type: none"> <li>• The Arbitration Rules of the LCIA Rules (see LCIA Rules, Art. 30).</li> <li>• The Administered Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC Rules) (see HKIAC Rules, Art. 42).</li> <li>• The Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) (see SIAC Rule 35).</li> </ul>

Practice tip: Counsel should consider using the following sample provision for confidentiality:

“The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.”

For a further discussion, see [Practice Note, Confidentiality in US Arbitration](#).

## Default Number of Arbitrators

AAA	JAMS	CPR
<p><b>One Arbitrator</b></p> <p>The AAA Rules provide that if:</p> <ul style="list-style-type: none"> <li>• The AAA may appoint one or three arbitrators (2013 AAA Rules, R-16, 2022 Rules R-17).</li> <li>• More than \$1 million is at stake, the AAA appoints three arbitrators under the 2013 Rules or more than \$3 million under 2022 Rules (AAA Rules, L-2(a)).</li> <li>• If a party has financial hardship or other relevant circumstances apply, the AAA may require that only one arbitrator hear and determine the case, regardless of the size of the claims (AAA Rules, L-2(b)).</li> <li>• Note: The Rules of the International Centre for Dispute Resolution (ICDR, the international arm of the AAA) provide that one arbitrator serves unless the ICDR decides otherwise (Article 12).</li> </ul>	<p><b>One Arbitrator</b></p> <p>The JAMS Rules provide that one arbitrator conducts the arbitration unless the parties agree otherwise (JAMS Rule 7). (Three arbitrators are provided for if the JAMS Engineering and Construction Rules apply (Rule 7(a)).</p>	<p><b>One or Three Arbitrators</b></p> <p>The CPR Rules provide that in all cases in which the stated amount does not exceed \$3 million, a tribunal shall consist of a sole arbitrator, unless CPR decides that three arbitrators shall be appointed due to complexity of the case. In all other cases, a tribunal shall consist of three arbitrators. (CPR Administered Rule 5.1(a)).</p> <p>Arbitrators may be selected by the parties through:</p> <ul style="list-style-type: none"> <li>• direct designation (Rule 5.2),</li> <li>• CPR’s screened selection procedure (Rule 5.4), or</li> <li>• CPR’s list procedure (Rule 6).</li> </ul> <p>Note: Any arbitrator not designated for appointment by a party shall be a member of the CPR Panels or a candidate selected by CPR.</p> <p>Rule 5.4 provides for an optional “screened” mechanism to select a tripartite tribunal where parties provided for screened arbitrator selection in their arbitration agreement. Under the screened procedure, parties select their party-appointed arbitrators without the candidates knowing who designated them. CPR handles all communications with the potential arbitrators in this scenario.</p>

Practice tip: A panel of one arbitrator decreases costs and delay, but a panel of three mitigates the risk of an inappropriate result.

Because of the scheduling challenges associated with three-arbitrator hearings, a single-arbitrator hearing followed by a single-arbitrator appellate review should provide sufficient reassurance in most cases, cost less, and take less time than a three-arbitrator hearing without an appeal. Where the amount in dispute is expected to be extraordinarily large, parties may want the additional comfort of a three-arbitrator appellate panel. In all cases, the parties should be satisfied that the standard of review provided in the appellate rules make sense for the nature of the dispute that may arise, and that the nature and level of experience of the provider’s appellate panelists add value to the appellate process.

For more information on the appellate rules of the three major arbitral providers, see [Checklist, AAA, JAMS and CPR Comparison Chart for Optional Appellate Procedures](#).

## Level of Administration

AAA	JAMS	CPR
<p><b>High</b></p> <p>The AAA provides “cradle-to-grave” case administration. This includes:</p> <ul style="list-style-type: none"> <li>• Filing documents with the AAA.</li> <li>• Case Managers, who assist in: <ul style="list-style-type: none"> <li>– arbitrator selection;</li> <li>– setting up hearings;</li> <li>– communicating with parties; and</li> <li>– serving the award.</li> </ul> </li> <li>• Administrative fees.</li> <li>• A roster of more than 7,500 arbitrators and mediators from many disciplines.</li> <li>• Practice tip: Non-administered arbitration works only with cooperative parties. If parties are recalcitrant, administered arbitration is preferable.</li> <li>• Experienced litigators note that “the arbitrator is the process;” therefore, select arbitrators with strong case management skills.</li> <li>• Counsel should weigh the value of these supervisory functions against the additional time and cost to be devoted to them.</li> <li>• Counsel can always provide in an arbitration agreement for application of his preferred tribunal’s rules and administration by a different tribunal (or no administration).</li> <li>• The AAA does not administer class arbitrations if there is a class action preclusion clause or class arbitration waiver in the agreement, unless a court orders it to do so.</li> </ul>	<p><b>Medium</b></p> <p>JAMS provides “cradle-to-grave” case administration. This includes:</p> <ul style="list-style-type: none"> <li>• Filing documents with JAMS.</li> <li>• Nominal case management fees. Most case management is handled by the arbitrators and these fees are therefore part of the arbitrator fees.</li> <li>• A roster of 300 full-time neutrals, including retired judges and distinguished attorneys.</li> <li>• Practice tip: JAMS applies the law on a case-by-case basis for class actions. Similar to the AAA, JAMS will follow a court order to proceed on a class basis.</li> </ul>	<p><b>Medium</b></p> <p>Before July 1, 2013, CPR offered only <b>non-administered</b> arbitration. This remains available and includes:</p> <ul style="list-style-type: none"> <li>• No filing of documents with CPR.</li> <li>• Assistance with arbitrator selection.</li> <li>• Case management by the parties and arbitrator.</li> <li>• CPR also offers administered arbitration under “Administered Arbitration Rules.” This means that: <ul style="list-style-type: none"> <li>• The parties provide CPR with the initial filings.</li> <li>• After the arbitrator or tribunal is selected, the arbitrator manages the process and scheduling, with general CPR oversight.</li> <li>• Parties pay administrative fees (CPR Administered Rule 18), including: <ul style="list-style-type: none"> <li>– a single fixed filing fee;</li> <li>– no fee for a counterclaim;</li> <li>– a fixed-fee scale based on the amount in dispute; capped administrative fees;</li> </ul> </li> <li>– Note: CPR has a roster of arbitrators and mediators in more than 20 practice areas.</li> </ul> </li> </ul>

## Mediation of Case Filed for Arbitration

AAA	JAMS	CPR
<p>The AAA Rules provide that in all cases where a claim or counterclaim exceeds \$75,000 (or \$100,000 under the 2022 Rules), the parties “shall” mediate their dispute. This mediation takes place concurrently with the arbitration “and shall not serve to delay the arbitration proceedings.” The mediator shall not serve as an arbitrator in the dispute unless the parties all agree otherwise. Parties may opt out of the mediation by notifying the AAA and the other parties to the arbitration. (2013 AAA Rule R-9, 2022 Rules R-10.)</p>	<p>The Parties may agree, at any stage of the Arbitration process, to submit the case to JAMS for mediation. The JAMS mediator assigned to the case may not be the Arbitrator or a member of the Appeal Panel, unless the Parties agree. (JAMS Rule 28.)</p>	<p>With the consent of the parties, the tribunal at any stage of the proceeding may request CPR to arrange for mediation of the claims asserted in the arbitration by a mediator acceptable to the parties and is not a member of the tribunal. The tribunal will not be informed of any settlement offers or other statements made during the mediation unless both parties consent. (CPR Administered Rule 21.)</p>

## Overall Arbitrator Power to Control Discovery

AAA	JAMS	CPR
<p><b>Broad Discretion</b></p> <p>The AAA Rules:</p> <ul style="list-style-type: none"> <li>• Provide that the arbitrator “shall” manage the exchange of information to ensure it is efficient and economical (2013 AAA Rules R-22(a), 2022 Rules R-23(a)).</li> <li>• Provide for the allocation of deposition costs (AAA Rule L-3(f)).</li> <li>• Empowers arbitrators to issue orders necessary to ensure an efficient and fair process (2013 AAA Rule R-23, 2022 Rules R-24).</li> <li>• Practice tip: Always obtain an agreement that the Chair can decide discovery and procedural matters.</li> </ul>	<p><b>Broad Discretion</b></p> <p>JAMS Rules give the arbitrator broad authority to “modify these [discovery] obligations” and to allow “additional depositions” (JAMS Rule 17).</p>	<p><b>Broad Discretion</b></p> <p>CPR authorizes arbitrators to “require and facilitate such discovery as it shall determine is appropriate” (CPR Administered Rule 11).</p>



## Dispositive Motions for Summary Judgment

AAA	JAMS	CPR
<p><b>Specifically Authorized</b></p> <p>Dispositive motions are explicitly provided for in:</p> <ul style="list-style-type: none"> <li>• 2013 AAA Rules R-33, 2022 Rule R-34.</li> <li>• AAA Construction Industry Arbitration Rule 34.</li> <li>• AAA Employment Arbitration Rule 27.</li> <li>• Note: The ICDR Rules do not specifically provide for, but do implicitly authorize, dispositive motions (Article 23).</li> <li>• The 2000 <a href="#">Revised Uniform Arbitration Act (RUAA)</a> provides in part: “[a]n arbitrator may decide a request for summary disposition of a claim or particular issue.” The RUAA has been enacted in whole or in part in the District of Columbia and in 22 states: <ul style="list-style-type: none"> <li>• Alabama.</li> <li>• Alaska.</li> <li>• Arizona.</li> <li>• Arkansas.</li> <li>• Colorado.</li> <li>• Connecticut.</li> <li>• Florida.</li> <li>• Hawaii.</li> <li>• Kansas.</li> <li>• Michigan.</li> <li>• Minnesota.</li> <li>• Nevada.</li> <li>• New Jersey.</li> <li>• New Mexico.</li> <li>• North Carolina.</li> <li>• North Dakota.</li> <li>• Oklahoma.</li> <li>• Oregon.</li> </ul> </li> </ul>	<p><b>Specifically Authorized</b></p> <p>Under the JAMS Rules, a party may submit a dispositive motion, also called a motion for summary disposition, to dispose of a claim or issue (JAMS Rule 18). Unlike the AAA Rules, the JAMS Rules do not require the movant to convince the arbitrator that its motion is likely to succeed before filing its motion.</p> <p>However, where the parties agree that the Expedited Procedures apply, dispositive motions are not permitted except as set out in the <a href="#">JAMS Recommended Arbitration Discovery Protocols for Domestic Commercial Cases</a>, unless otherwise agreed (JAMS Rule 16.2(h)).</p> <p>Note: The JAMS International Rules do not specifically provide for, but do implicitly authorize, dispositive motions (JAMS Rule 21.3).</p>	<p><b>Implicitly Authorized</b></p> <p>Under the CPR Rules, a party may make a preliminary application to the tribunal to file a motion for early disposition of issues, including claims, counterclaims, defenses, and other legal and factual questions (CPR Rule 12.6).</p> <p>A preliminary application to file a motion for early disposition shall include:</p> <ul style="list-style-type: none"> <li>• The issue(s) to be resolved.</li> <li>• A short statement of the basis for the proposed motion for early disposition and relief requested.</li> <li>• How early disposition of the issue(s) will advance efficient resolution of the overall dispute; and</li> <li>• The applicant’s proposal as to the procedure by which the issues submitted for early disposition would be resolved.</li> </ul> <p>(CPR Rule 12.6(b).)</p> <p>The tribunal shall promptly review the preliminary application and any responses and determine whether there is a reasonable likelihood that hearing the motion may result in increased efficiency in resolving the overall dispute (CPR Rule 12.6(c)).</p> <p>If the application is granted, the tribunal shall instruct the parties as to the procedure to be followed and the motion may be resolved on the basis of written submissions, witness testimony by affidavit, or other written form, limited hearings, or in any other manner the tribunal deems appropriate (CPR Rule 12.6(d)).</p> <p>The tribunal shall endeavor to render a decision on the motion within sixty (60) days and shall consider whether its decision should be in the form of a procedural order or a final, interim, or partial award (CPR Rule 12.6(e)).</p>

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<ul style="list-style-type: none"> <li>• Pennsylvania.</li> <li>• Utah.</li> <li>• Washington.</li> <li>• West Virginia.</li> <li>• It is also under consideration in:</li> <li>• Tennessee.</li> </ul>		<p>The tribunal may apportion the costs of the early disposition proceedings between or among the parties (CPR Rule 12.6(f)).</p> <p>The CPR has also published <a href="#">Guidelines on Early Disposition of Issues in Arbitration</a> that authorize applications for early disposition to be resolved on the basis of written submissions (see Guideline 3.6).</p>

Practice tip: It used to be that arbitrators were frequently reluctant to grant dispositive motions and deny a party its day in court because this often resulted in an appeal (see FAA §10(a)(3) regarding arbitrator misconduct in “refusing to hear evidence.”) However, they have become more acceptable. The FAA is silent on the issue of dispositive motions, as it is on all issues of arbitration management. Courts generally confirm awards granted under a motion as long as the parties have the opportunity to submit evidence on the motion (see *Sherrock Bros. v. DaimlerChrysler Motors Co.*, 260 F. App’x 497, 501-02 (3d Cir. 2008); *ARMA, S.R.O. v. BAE Sys. Overseas, Inc.*, 961 F. Supp. 2d 245, 264 (D.D.C. 2013); *Griffin Indus., Inc. v. Petrojam, Ltd.*, 58 F. Supp. 2d 212, 219 (S.D.N.Y. 1999); *Brooks v. BDO Seidman, LLP*, 942 N.Y.S.2d 333 (1st Dep’t 2012)). For more information, see [Practice Note, Dispositive Motions in US Arbitration](#).

## Interim Relief

AAA	JAMS	CPR
<p><b>Specifically Authorized</b></p> <p>Under the AAA Rules :</p> <ul style="list-style-type: none"> <li>• The tribunal may take whatever interim measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.</li> <li>• Interim measures may take the form of an interim award, and the tribunal may require security for the costs of such measures (2013 AAA Rule R-37, 2022 Rule R-38).</li> <li>• 2013 Rule R-38 and 2022 Rule R-39 provide that where a party requires emergency relief before the tribunal has been formed, the AAA will appoint an “emergency arbitrator”. The emergency arbitrator has the power to order interim measures for the</li> </ul>	<p><b>Specifically Authorized</b></p> <p>Under the JAMS Rules:</p> <ul style="list-style-type: none"> <li>• The tribunal may take whatever interim measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.</li> <li>• Interim measures may take the form of an interim partial final award, and the tribunal may require security for the costs of the interim measures.</li> <li>• (JAMS Rule 24(e).)</li> <li>• JAMS Rule 2 (c) (iv) provides that where a party requires emergency relief before the tribunal has been formed, JAMS will appoint an “emergency arbitrator.” The emergency arbitrator has the power to order interim measures for the protection or conservation</li> </ul>	<p><b>Specifically Authorized</b></p> <p>Under the CPR Rules, the tribunal may take whatever interim measures it deems necessary, including injunctive relief and measures for the protection or conservation of property (CPR Rule 13.1).</p> <p>CPR Rule 14 provides that where a party requires emergency relief before the tribunal has been formed, CPR will appoint a “special arbitrator.” The special arbitrator has the power to order interim measures for the protection or conservation of property and may grant such measures in the form of an award or an order. Once the tribunal has been constituted, the Tribunal may modify or vacate the award or order rendered by the special arbitrator (CPR Rule 14.15).</p>

## AAA, JAMS and CPR Comparison Chart for US Domestic Arbitrations

AAA	JAMS	CPR
<p>protection or conservation of property and may grant such measures in the form of an award or an order, giving reasons in either case. (The authority of the emergency arbitrator ceases once the tribunal has been constituted.</p> <ul style="list-style-type: none"> <li>Regarding the parties rights' to seek temporary relief in court, the rules provide:</li> <li>A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with this rule, the agreement to arbitrate or a waiver of the right to arbitrate.</li> </ul>	<p>of property and may grant such measures in the form of an award or an order, giving reasons in either case. The authority of the emergency arbitrator ceases once the tribunal has been constituted (JAMS Rule 2 (c) (v)).</p> <ul style="list-style-type: none"> <li>Regarding the parties rights' to seek temporary relief in court, the rules provide:</li> <li>Any recourse by a Party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.</li> </ul> <p>(JAMS Rule 24 (e).)</p>	<p>Regarding the parties' rights to seek temporary relief in court, the rules provide:</p> <p>A request for interim measures by a party to a court shall not be deemed incompatible with the agreement to arbitrate or as a waiver of that agreement.</p> <p>(CPR Rule 13.2.)</p>

## Arbitrator Compensation

AAA	JAMS	CPR
<p>The AAA Rules provide that arbitrators are compensated at their stated rate of compensation and that any arrangements for compensation must be made by the parties with the AAA and not directly with the arbitrator. If any disagreements arise about compensation, the AAA may determine the rate with the arbitrator and communicate that rate to the parties (AAA Rule R-57).</p> <p>Early in the case, and usually after the preliminary hearing, the case administrator asks the arbitrators for estimates on how long they expect to spend on hearing time and study time. The AAA then bills the parties for deposits reflecting these estimates to ensure payment of the arbitrators' fees and expenses.</p> <p>If one party does not meet its payment obligations, and the AAA is unable to collect sums due, the AAA</p>	<p>JAMS requires that the parties deposit the fees and expenses for the arbitration from time to time during the course of the proceedings and prior to the hearing (JAMS Rule 31(b)). The non-payment of fees may result in an administrative suspension of the case in accordance (JAMS Rule 31(a)). The Arbitrator may preclude a Party that has failed to deposit its share of the fees and expenses from offering evidence of any affirmative claim at the hearing (JAMS Rule 31(b)). A claimant's failure to pay the required JAMS fees, therefore, may limit, and potentially preclude entirely, its ability to pursue its claim in arbitration.</p> <p>The rules imply that if the respondent fails to pay the fees, the claimant may advance the respondent's portion of the fees so that the arbitration may proceed.</p>	<p>The tribunal determines the necessary advances on the arbitrator fees and expenses and CPR invoices the parties (CPR Rule 17.2). If any party has not paid its share, the proceedings may be terminated or suspended (CPR Rule 17.3).</p> <p>If a party does not pay its share, the other party is given the opportunity to advance the non-paying party's share so that the hearings may proceed (CPR Rule 17.3).</p> <p>The tribunal may not render an award solely on the basis of the default or absence of the party, but must require the non-defaulting party to produce evidence and legal argument in support of its contentions as the tribunal may deem appropriate. (CPR Rule 16).</p>

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<p>will notify the parties (2013 AAA Rule 57, 2022 Rule R-59). The party that has paid its fees may request that the arbitrator take measures relating to a party's non-payment, including limiting the non-paying party's ability to assert or pursue its claim, but the arbitrator may not prevent a non-paying party to defend against a claim or counterclaim (2013 AAA Rule R-57(b), 2022 Rule R-59(b)).</p> <p>The arbitrators may also suspend the arbitration if all deposits have not been received (2013 AAA Rule R-57(e), 2022 Rule R-59(e). A claimant's failure to pay the required AAA fees, therefore, may limit, and potentially preclude entirely, its ability to pursue its claim in arbitration. If the respondent fails to pay the fees, the claimant may advance the respondent's portion of the fees so that the arbitration may proceed.</p> <p>There is no AAA procedure for a default award. The arbitrator must require the party who is making a claim and who has made appropriate payments to submit sufficient evidence to support the award (2013 AAA Rule R-31, 2022 Rule R-32).</p>	<p>The rules state that where In the event that one party has paid more than its share of such fees, compensation and expenses, the arbitrator may award against any other party any such fees, compensation and expenses that the non-paying party owes with respect to the arbitration (JAMS Rule 31(c).</p> <p>The arbitrator may not render an award solely on the basis of the default or absence of the party, but must require any party seeking relief to submit evidence as the arbitrator may require for the rendering of an award (JAMS Rule 22(j)).</p>	

### Standard to Admit Evidence

AAA	JAMS	CPR
<p><b>Relevant and Material</b></p> <p>Under the AAA Rules:</p> <ul style="list-style-type: none"> <li>• Evidence must be "relevant and material."</li> <li>• The arbitrator: <ul style="list-style-type: none"> <li>– respects privileges;</li> <li>– determines "admissibility, relevance, and materiality"; and</li> <li>– may exclude cumulative or irrelevant evidence.</li> <li>– (2013 AAA Rule R-34, 2022 Rule R-35.)</li> </ul> </li> </ul>	<p><b>Relevant and Material</b></p> <p>The JAMS Rules are similar to the AAA Rules in that the arbitrator "may be guided in [evidentiary] determination[s] by principles contained in Federal Rules of Evidence or other applicable rules of evidence" (JAMS Rule 22(d)).</p>	<p><b>Relevant and Material</b></p> <p>The CPR Rules are similar to the AAA (CPR Administered Rule 12).</p>

## Hearing Procedure

AAA	JAMS	CPR
<p>Under the AAA Rules:</p> <ul style="list-style-type: none"> <li>• Claimant and respondent present evidence in turn.</li> <li>• The arbitrator may: <ul style="list-style-type: none"> <li>– expedite resolution;</li> <li>– direct orders;</li> <li>– bifurcate proceedings; and</li> <li>– order parties to focus on issues.</li> </ul> </li> </ul> <p>(2013 AAA Rule R-32(b), 2022 Rule R-33(b).)</p> <ul style="list-style-type: none"> <li>• Oral hearings may be waived (2013 AAA Rule R-32(b), 2022 Rule R-33(d)).</li> <li>• Witness evidence may be offered through: <ul style="list-style-type: none"> <li>– video conferencing;</li> <li>– internet communication;</li> <li>– telephonic conferences; and</li> <li>– other non-personal means.</li> </ul> </li> </ul> <p>– (2013 AAA Rule R-32(c), 2022 Rule R-33(c).)</p>	<p>The JAMS Rules are similar to the AAA in that the arbitrator determines the “order of proof, which will generally be similar to that of a court trial” and closing arguments and post-hearing briefs are permitted (JAMS Rule 22 and 23).</p>	<p>The CPR Rules are similar to the AAA Rules but under the CPR Rules, parties must submit pre-hearing briefs. The CPR Rules do not automatically require the submission of post-hearing briefs, but the tribunal may order the submission of these types of briefs (CPR Administered Rule 12.1).</p> <p>In addition, the arbitrator may appoint neutral experts to testify (CPR Rule 12.3).</p>

## Form and Timing of Award

AAA	JAMS	CPR
<p><b>Determined by the Parties and the Arbitrator</b></p> <p>A reasoned award is not required unless the parties request one in writing before the panel is appointed or the arbitrator deems it appropriate (2013 AAA Rule R-46(b), 2022 Rule R-48(b)).</p> <p>However, under the ICDR Rules reasoned awards are the default. The time limit for making the award is no later than 30 calendar days from the date the hearings close (AAA</p>	<p><b>Reasoned</b></p> <p>The JAMS Rules provide for the award to be:</p> <ul style="list-style-type: none"> <li>• Reasoned unless there is party agreement to the contrary (JAMS Rule 24(h)).</li> <li>• Rendered within 30 calendar days from the date the hearings close (JAMS Rule 24(a)).</li> <li>• Based on the arbitrators’ majority vote, similar to the AAA Rules (JAMS Rule 24(b)).</li> </ul>	<p><b>Reasoned</b></p> <p>The CPR Rules provide for the award to be:</p> <ul style="list-style-type: none"> <li>• Reasoned, unless there is party agreement to the contrary (CPR Rule 15.1).</li> <li>• For administered arbitrations, usually rendered to CPR by the tribunal within two months after the close of the proceedings (CPR Administered Rule 15.8(a)).</li> </ul>

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AAA	JAMS	CPR
<p>Rule 47). The award is signed by a majority of the arbitrators (2013 AAA Rule R-46(a), 2022 Rule R-48(a)).</p> <p>The arbitrator assesses the expenses, ADR fees and arbitrator compensation, all of which may be apportioned among the parties as appropriate (2013 AAA Rule R-46(c), 2022 Rule R-49(c)). The award may include interest at a rate and from a date that the arbitrator deems appropriate (2013 AAA Rule R-46(d), 2022 Rule R-98(d)).</p>	<ul style="list-style-type: none"> <li>Based on the “rules of law and equity” the arbitrators deem appropriate, in the absence of party agreement concerning the rule of law (JAMS Rule 24(c)).</li> <li>The arbitrators assess the expenses, ADR fees and arbitrator compensation, all of which may be apportioned among the parties as appropriate (JAMS Rule 24(f)).</li> </ul>	<ul style="list-style-type: none"> <li>For non-administered arbitrations, usually rendered to CPR one month after the close of proceedings (CPR Non-Administered Rule 15.7).</li> </ul>

Practice tip: Counsel generally should request a reasoned award, which can be obtained in all three forums included here.

Note: The US is one of the few countries that does not require a reasoned award.

## Power to Sanction

AAA	JAMS	CPR
<p><b>Yes, Explicitly</b></p> <p>The AAA Commercial Rules explicitly empower the arbitrator to sanction a party (on party request) where a party fails to comply with the AAA rules or an order of the arbitrator (2013 AAA Rule R-58(a), 2022 Rule R-60(a)).</p> <p>If the arbitrator’s sanction limits any party’s participation in the arbitration or results in the adverse determination of an issue, the arbitrator has to explain that order in writing and require the party to submit evidence and legal argument before making an award (2013 AAA Rule R-58(a), 2022 Rule R-60(a)).</p> <p>However, the arbitrator may not enter a default award as a sanction (2013 AAA Rule R-58(a), 2022 Rule R-60(a)).</p> <p>The arbitrator must provide a party that is subject to a sanction request with an opportunity to respond before a determination is made on sanctions. (2022 R-60(b)).</p>	<p><b>Yes, Explicitly</b></p> <p>The JAMS Rules on sanctions:</p> <ul style="list-style-type: none"> <li>Authorizes arbitrators to order sanctions for a party’s failure to comply with its obligations under the JAMS Rules or for a failure to comply with an order of the arbitrators.</li> <li>Includes the assessment of: <ul style="list-style-type: none"> <li>arbitration fees;</li> <li>arbitrator compensation and expenses; and</li> <li>any other costs caused by the actionable conduct, including reasonable attorneys’ fees.</li> </ul> </li> <li>Permits the following as sanctions: <ul style="list-style-type: none"> <li>exclusion of certain evidence;</li> <li>drawing adverse inferences; and</li> <li>determining an issue submitted to arbitration adversely to the party that has failed to comply with the JAMS Rules (but only in extreme cases).</li> </ul> </li> </ul> <p>– (JAMS Rule 29.)</p>	<p><b>Yes, Implicitly</b></p> <p>The CPR Rules do not include the term “sanctions,” but they authorize an arbitrator to:</p> <ul style="list-style-type: none"> <li>Impose a remedy it deems just, including an award on default if a party fails to comply with the CPR Rules or an order of the tribunal (CPR Rule 16).</li> <li>Apportion the costs of arbitration between or among the parties in the way it deems reasonable, taking into account the conduct of the parties and their counsel during the proceeding. <ul style="list-style-type: none"> <li>(CPR Administered Rule 19.1(d); CPR Non-Administered Rule 17.2(d).)</li> </ul> </li> </ul>

## Availability of Punitive Damages

AAA	JAMS	CPR
<p><b>Yes, Implicitly</b></p> <p>The AAA Rules are silent on punitive damages but the arbitrator may grant any remedy or relief he “deems just and equitable and within the scope of the agreement of the parties,” including specific performance of a contract (2013AAA Rule R-47(a), 2022 Rule R- 49(a)).</p> <p>Therefore, an arbitrator may award punitive damages if the rules adopted by the parties permit them, if the award is not otherwise prohibited by the parties’ agreement.</p> <p>Where the AAA’s ICDR Rules apply (for international cases), however, parties waive any right to punitive damages unless their agreement expressly provides otherwise or an applicable statute requires that compensatory damages be increased in a specified manner (Article 28(5), ICDR 2009 Rules; Article 31(5) ICDR 2014 Rules; Article 34(5), ICDR 2021 Rules).</p>	<p><b>Yes, Implicitly</b></p> <p>The JAMS Rules do not expressly authorize arbitrators to render punitive damages, but arbitrators may grant any remedy or relief that is just, equitable and within the scope of the parties’ agreement, such as specific performance of a contract or any other equitable or legal remedy (JAMS Rule 24(c)).</p> <p>Practice Tip: Counsel who wish to preclude punitive damages authority should consider the following sample provision: “The arbitrator(s) have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration.</p> <p>JAMS International Rule 31.2 is similar to the AAA’s international rule.</p>	<p><b>Yes, Implicitly</b></p> <p>The CPR Rules do not expressly authorize arbitrators to render punitive damages, but they are clear that the tribunal can grant any remedy or relief available under the contract and applicable law, including equitable relief, such as specific performance and injunctive relief (CPR Administered Rule 10.3).</p> <p>CPR International Rule 10.5 is similar to the AAA’s international rule.</p>
<p>Practice tip: Although arbitrators usually may award punitive damages if they are not specifically limited in the arbitration agreement, these awards are rare.</p> <p>Note: Unless the parties expressly agree otherwise, arbitrators may award punitive damages (<i>Mastrobuono v. Shearson Lehman Hutton, Inc.</i>, 514 U.S. 52 (1995)). For a more detailed explanation of punitive damages, see <a href="#">Practice Note, Punitive Damages in US Arbitration</a>.</p>		

## Post-award Motions to Panel for Correcting Award

AAA	JAMS	CPR
<p><b>Only Minor Corrections</b></p> <p>The only corrections permitted are for clerical, typographical or computational errors (2013 AAA Rule R-50). 2022 Rule R-52 now allows an arbitrator, on a party’s request, to interpret the award.</p>	<p><b>Only Minor Corrections</b></p> <p>The only corrections permitted are for typographical, computational and other similar errors (JAMS Rule 24(j)).</p>	<p><b>Broader Post-award Ability to “Clarify”</b></p> <p>Same as JAMS Rule 24(i) (see CPR Administered Rule 14.12), but CPR has an international-type rule permitting an arbitrator to “clarify” (meaning, interpret) the award or “make an additional award as to claims presented but not determined in the award” (CPR Administered Rule 15.6; CPR Non-Administered Rule 15.5).</p>



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<p>Apart from the rules:</p> <ul style="list-style-type: none"> <li>• Arbitrators can correct a mistake that is apparent on the face of the award.</li> <li>• Where the award does not adjudicate an issue that has been submitted, then as to that issue, the arbitrators have not exhausted their function and it remains open to them for subsequent determination.</li> <li>• Where the award, although seemingly complete, leaves doubt whether the submission has been fully executed, an ambiguity arises that arbitrators are entitled to clarify.</li> </ul> <p>See <i>Play Star, S.A. De C.V. v. Haschel Export Corp.</i>, No. 02 Civ. 7364(LLS), 2003 WL 1961625, at *3, n. 5 (S.D.N.Y. Apr. 28, 2003) (quoting <i>Colonial Penn Ins. Co. v. Omaha Indemnity Co.</i>, 943 F.2d 327, 332 (3d Cir.1991)).</p> <p>Practice tip: Provide that the panel will render an interim award that the parties can comment on as it concerns law and reasoning before a final award is issued.</p>		

### Optional Appeals Rules

AAA	JAMS	CPR
<p><b>Yes</b></p> <p>Three appellate arbitrators are appointed from the AAA's Appellate Panel unless the parties agree to utilize a single arbitrator (AAA Optional Appellate Arbitration Rule A-5(c)).</p> <p>Note the AAA's suggested appeals clause:</p> <p>"Notwithstanding any language to the contrary in the contract documents, the parties hereby agree: that the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof."</p>	<p><b>Yes</b></p> <p>The JAMS Rules provide for three neutral arbitrators (JAMS Optional Arbitration Appeal Procedure Paragraph A).</p> <p>Note the JAMS suggested appeals clause:</p> <p>"The parties hereby agree to the following Optional Appeal Procedures: (A) The Appeal Panel will consist of three neutral members, unless the Parties agree that there will be one neutral member. Upon the filing of an Appeal in accordance with (B)(i) below, the Case Manager will recommend to the Parties an Appeal Panel . . ." (JAMS Optional Arbitration Appeal Procedure).</p>	<p><b>Yes</b></p> <p>Three appellate arbitrators are appointed from CPR's Appeal Tribunal (consisting of former federal judges, CPR Arbitration Appeal Procedure Rule 1.2) unless the parties agree to a single arbitrator (CPR Arbitration Appeal Procedure Rule 4.1).</p> <p>CPR's suggested appeals clause:</p> <p>"An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of an arbitral panel in any arbitration arising out of or related to this agreement that is conducted in accordance with the requirements of such Appeal Procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration."</p>



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<p>Counsel should specify the standard of review desired: manifest disregard of law or facts, clear errors of law, clear and convincing factual errors or another one.</p> <p>Note: The US Supreme Court has held that parties cannot expand judicial appellate review by contract (<i>Hall Street Assocs. v. Mattel, Inc.</i>, 552 U.S. 576 (2008)), but the parties can agree to ADR appellate review (that is, to an appeals ADR panel).</p> <p>For a more detailed comparison of these rules, see <a href="#">AAA, JAMS and CPR Comparison Chart for Optional Appellate Procedures</a>.</p>		

### Time Frames Contemplated

AAA	JAMS	CPR
<p><b>AAA Commercial Rules</b></p> <ul style="list-style-type: none"> <li>The award is made 30 days from the closing of the hearing (2013 AAA Rule R-45, 2022 Rule R-47).</li> </ul> <p><b>AAA Expedited Procedures</b></p> <ul style="list-style-type: none"> <li>The entire life cycle of the case is approximately 60 days from its initiation.</li> <li>The hearing takes place within 30 days of the panel appointment and is to last only one day (Rules E-7 and 8(a)).</li> <li>The award is made within 14 days of the closing of the hearing (Rule E-9).</li> <li>Practice Tip: The average AAA case in the \$75,000 to \$250,000 range lasts ten months, while the average case filed in federal court lasts 22 months.</li> </ul>	<p><b>JAMS Comprehensive Rules and Procedures</b></p> <p>The award is made 30 days from the closing of the hearing (Rule 24).</p> <p><b>JAMS Expedited Procedures</b></p> <p>The JAMS suggested appeals clause:</p> <ul style="list-style-type: none"> <li>The entire life cycle of the case provides for the award to be made within 150 days from the Preliminary Conference.</li> <li>The discovery cutoff is 75 days after the Preliminary Conference (105 days for expert discovery) (Rule 16.2(h)).</li> <li>The hearing is within 60 days of the discovery cutoff (Rule 16.2(i)).</li> </ul>	<p><b>CPR Commercial Rules</b></p> <ul style="list-style-type: none"> <li>In most circumstances, the dispute should be heard and submitted to the tribunal for decision within six months after the initial pre-hearing conference (Administered Rule 15.8(a).)</li> <li>In most circumstances, the tribunal should submit the final award to CPR within two months after the close of the proceedings (Administered Rule 15.8(a).)</li> <li>In non-administered proceedings, the award is made within 30 days after the closing of the hearing.</li> <li>Under the CPR Global Accelerated Commercial Rules, the hearing should be held within 60 days. Thereafter, the hearing should be concluded within 30 days and an award rendered not later than ten days from the close of the hearing (Rule 1.3).</li> </ul>
<p>Practice tip: Incorporate expedited time frames into the ADR agreement from the streamlined rules, even for larger cases.</p>		

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