

# Sarah E. Worley Conflict Resolution, P.C.

Services Provided Nationwide

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## MEDIATION AND ARBITRATION GUIDELINES AND PROCEDURES

These Guidelines govern all matters administered by Sarah E. Worley Conflict Resolution, P.C. and are binding upon all parties, counsel, and neutrals.

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## ABOUT Sarah E. Worley Conflict Resolution, P.C.

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Sarah E. Worley Conflict Resolution, P.C. is an independent professional corporation dedicated to providing high-quality, cost-effective, and efficient alternative dispute resolution (ADR) services. Founded in 2010 to serve as a resource for commercial, legal, employment, and non-profit entities in Massachusetts and the broader New England region, Sarah E. Worley Conflict Resolution, P.C. is recognized nationally as a provider of premier dispute resolution services.

Sarah E. Worley Conflict Resolution, P.C. operates consistent with the principles established by the Massachusetts Dispute Resolution Services Act (G.L. c. 233, § 23C), the Uniform Mediation Act as adopted in Massachusetts, and the AAA/ABA/ACR Model Standards of Conduct for Mediators. Our arbitration procedures are informed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and Massachusetts General Laws Chapter 251.

These Guidelines apply to all proceedings administered by Sarah E. Worley Conflict Resolution, P.C. Parties may modify specific provisions by written agreement with the approval of Sarah E. Worley Conflict Resolution, P.C.

## PART I — DEFINITIONS

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As used throughout these Guidelines, the following terms have the meanings set forth below:

Term	Definition
<b>Neutral</b>	A mediator, arbitrator, or other dispute resolution professional appointed or approved to conduct a proceeding.
<b>Party / Parties</b>	Any individual, entity, or organization participating in a proceeding administered by Sarah E. Worley Conflict Resolution, P.C., whether as claimant, respondent, or otherwise.
<b>Claimant</b>	The Party initiating a dispute resolution proceeding with Sarah E. Worley Conflict Resolution, P.C.
<b>Respondent</b>	The Party who participates in response to a Claimant's filing.
<b>Mediation</b>	A voluntary, confidential, and non-binding process in which a trained Neutral facilitates negotiation between Parties toward a mutually acceptable resolution.
<b>Arbitration</b>	A process by which Parties submit a dispute to one or more Neutral Arbitrators whose Award is binding and enforceable as a matter of law.
<b>Arbitrator</b>	A Neutral selected or appointed to conduct an arbitration proceeding and render a final Award.
<b>Award</b>	The written decision of an Arbitrator resolving the matters in dispute.

Term	Definition
<b>Agreement to Mediate / Arbitrate</b>	A written contract or stipulation by which Parties agree to submit a dispute to mediation or arbitration under these Guidelines.
<b>Case Manager</b>	A staff member assigned to administer a proceeding and serve as the primary point of contact for all communications.
<b>Hearing</b>	Any session, whether in person or remote, at which Parties appear before a Neutral for purposes of presenting argument or evidence.
<b>Business Day</b>	Any day other than Saturday, Sunday, or a Massachusetts state or federal holiday.

## PART II — MEDIATION GUIDELINES

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### Section 2.1 Nature and Purpose of Mediation

Mediation is a structured, facilitated negotiation process. The mediator does not decide the outcome; rather, the mediator assists the Parties in exploring interests, identifying options, and reaching a voluntary agreement. Mediation conducted through Sarah E. Worley Conflict Resolution, P.C. is confidential under M.G.L. c. 233, § 23C and the terms of these Guidelines.

### Section 2.2 Initiating Mediation

- Any Party may initiate mediation by submitting a written request to mediate to Sarah E. Worley Conflict Resolution, P.C. accompanied by the applicable mediation fee. This request should be submitted through the online calendar on the Sarah E. Worley Conflict Resolution, P.C. website.
- The Request should include names, addresses, and contact information for all Parties and counsel. Our calendar format allows Parties to select the date and time convenient for mediation.
- Sarah E. Worley Conflict Resolution, P.C. will acknowledge receipt of the request to mediate and contact all Parties to confirm participation and scheduling.
- Mediation is voluntary unless otherwise required by court order, statute, contract, or program participation agreement.

### Section 2.3 Mediator Selection

- Mediations shall be conducted by Sarah E. Worley, Esquire.

### Section 2.4 Pre-Mediation Procedures

- Parties are asked to submit a Mediation Statement at least five (5) Business Days before the mediation session to the mediator.
- The Mediation Statement should include a factual summary; key legal and factual issues; settlement history; and the submitting Party's settlement objectives.
- The mediator may request additional information or hold a pre-mediation conference with counsel to address procedural matters, logistics, and exchange of information.
- All Parties with settlement authority must attend the mediation session. Insurers and corporate representatives with binding authority must be available in person or by telephone throughout the session.

### Section 2.5 Conduct of Mediation Sessions

- The mediator shall open the session with an explanation of the mediation process, ground rules, and confidentiality obligations.
- Parties and counsel shall each have an opportunity to make an opening statement. The mediator may limit the length and format of opening statements.
- The mediator may conduct joint sessions, separate caucuses, or both, at the mediator's discretion.
- All Parties agree to participate in good faith and to treat all participants with respect. The mediator may terminate the session if a Party engages in bad-faith conduct, harassment, or material misrepresentation.
- All mediations facilitated by Sarah E. Worley Conflict Resolution, P.C. are conducted via Zoom and parties will be provided with Mediation Guidelines in accordance with that format.

### Section 2.6 Confidentiality

- All communications, submissions, and disclosures made during or in connection with mediation proceedings through Sarah E. Worley Conflict Resolution, P.C. are confidential and privileged under M.G.L. c. 233, § 23C. Nothing said, admitted, or disclosed during mediation may be used as evidence in

any subsequent litigation or arbitration proceeding, except as otherwise expressly provided by law or signed written agreement of all Parties.

- No Party, mediator, counsel, or representative of Sarah E. Worley Conflict Resolution, P.C. may disclose any mediation communication in any subsequent judicial or administrative proceeding without the written consent of all Parties or as otherwise compelled by law.
- The mediator shall not serve as a witness, consultant, or expert in any matter arising from or relating to the mediation.
- The existence of the mediation (but not its substance or any communication made therein) may be disclosed for purposes of satisfying court-ordered ADR requirements.
- Parties shall execute Sarah E. Worley Conflict Resolution, P.C.'s standard Mediation Agreement prior to commencement of the mediation session. Sarah E. Worley Conflict Resolution, P.C. may provide the Parties with a joint or individual agreement form.

## Section 2.7 Settlement and Agreement

- If the Parties reach agreement, the Parties shall be responsible for drafting and executing a Settlement Agreement. Sarah E. Worley Conflict Resolution, P.C. does not draft Settlement Agreements for Parties.
- A signed Settlement Agreement is a binding contract enforceable under Massachusetts law. Parties are encouraged to have counsel review and countersign any agreement.
- If no agreement is reached, the mediator shall declare an impasse and the proceeding shall be closed. The mediator shall not disclose the reasons for impasse to any third party. Alternatively, the mediator and parties may agree to suspend the mediation.
- The mediator may, at the Parties' request, make a recommendation regarding settlement terms; however, any such recommendation shall be non-binding unless the Parties expressly agree in writing to be bound.

## PART III — ARBITRATION GUIDELINES

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### Section 3.1 Scope and Application

These Arbitration Guidelines apply to all arbitration proceedings administered by Sarah E. Worley Conflict Resolution, P.C., whether initiated pursuant to a pre-dispute arbitration clause, a post-dispute submission agreement, court referral, or statutory mandate. These Guidelines are incorporated by reference into all Sarah E. Worley Conflict Resolution P.C. arbitration clauses and agreements.

Sarah E. Worley Conflict Resolution, P.C. arbitration is conducted in accordance with Massachusetts General Laws Chapter 251 (Uniform Arbitration Act) and, where applicable, the Federal Arbitration Act (9 U.S.C. §§ 1–16). Any Award rendered shall be binding and enforceable as a judgment in any court of competent jurisdiction.

### Section 3.2 Commencing Arbitration

- Parties may initiate arbitration by submitting a written request for Arbitration with Sarah E. Worley Conflict Resolution, P.C., together with the applicable Arbitration fee.
- The Request should include: (a) name and contact information for all Parties; (b) a copy of the arbitration agreement; (c) a statement of the nature of the dispute and relief sought; (d) the amount in controversy, if ascertainable; and (e) any preference as to the number of arbitrators. In the event the arbitration agreement contains high/low parameters, those parameters should not be visible to the arbitrator.

### Section 3.3 Arbitrator Selection

- Arbitrations are conducted by Sarah E. Worley, Esquire. In the event the Parties require a three-arbitrator panel, each Party shall select one co-arbitrator, and the two co-arbitrators shall select a Chair. Sarah E. Worley Conflict Resolution, P.C. shall administer the Arbitration proceeding.
- All arbitrators must disclose any interest, relationship, or circumstance that could reasonably affect impartiality. A Party may challenge an arbitrator for reasonable cause within five (5) Business Days of learning of grounds for challenge. Sarah E. Worley Conflict Resolution P.C.'s determination of any challenge is final.

### Section 3.4 Preliminary Hearing and Scheduling

- If necessary, the arbitrator may convene a Preliminary Hearing to establish a discovery schedule; set deadlines for motions and exchange of exhibits; schedule the evidentiary hearing; and address any preliminary jurisdictional or procedural issues.
- If applicable, the arbitrator may issue a Scheduling Order memorializing all deadlines established at the Preliminary Hearing.
- Parties are expected to proceed expeditiously. The arbitrator has authority to impose sanctions, including adverse inferences or cost-shifting, for unreasonable delay or non-compliance with the Scheduling Order.

### Section 3.5 Discovery and Exchange of Information

- The scope of discovery shall be determined by the arbitrator, with the goal of permitting fair presentation of the Parties' cases while avoiding undue delay or expense.
- Unless otherwise ordered, each Party shall be entitled to (a) production of relevant, non-privileged documents upon written request; (b) fact witness depositions; and (c) expert deposition as necessary.
- All discovery disputes shall be submitted first to the arbitrator by joint letter or motion. The arbitrator may resolve discovery disputes on the papers or following a virtual conference.
- Subpoenas may be issued in accordance with M.G.L. c. 251, § 7.

- Expert witnesses shall provide written reports at least twenty (20) days before the evidentiary hearing. Rebuttal reports, if any, shall be submitted ten (10) days after service of the initial expert report.

### Section 3.6 Pre-Hearing Submissions

- At least seven (7) calendar days before the evidentiary hearing, each Party shall file and serve (a) a Pre-Hearing Brief; (b) a joint exhibit list and copies of all exhibits; (c) a witness list with a brief description of each witness's anticipated testimony; and (d) proposed findings of fact and conclusions of law, if requested by the arbitrator.
- Exhibits and witness lists shall be exchanged simultaneously. Objections to exhibits shall be filed within five (5) Business Days of exchange and shall identify the specific ground for each objection.

### Section 3.7 The Evidentiary Hearing

- The evidentiary hearing shall be conducted in accordance with a schedule agreed upon by the Parties and approved by the arbitrator. The arbitrator shall have full authority to manage the hearing, including setting time limits; ruling on objections; excluding unduly repetitive or irrelevant evidence; and maintaining decorum.
- Unless otherwise agreed, witnesses shall testify under oath or affirmation administered by the arbitrator. The arbitrator is not bound by rules of evidence applicable in court. Whatever weight given to the evidence is within the sole discretion of the arbitrator.
- The arbitrator may request post-hearing briefs. Unless otherwise ordered, post-hearing briefs shall be filed simultaneously within twenty-one (21) calendar days of the close of the hearing.

### Section 3.8 The Award

- The arbitrator shall render a final written Award within thirty (30) calendar days of the close of the record (including any post-hearing briefs), unless the Parties agree otherwise, or unless otherwise informed by the arbitrator.
- The Award shall (a) identify the Parties and the nature of the dispute; (b) set forth the arbitrator's findings of fact and conclusions of law; (c) state the relief granted or denied; and (d) address any applicable offsets or other conditions applicable to the Award.
- The arbitrator may award any remedy that a court of competent jurisdiction could award under applicable law, including monetary damages, declaratory relief, specific performance, and injunctive relief, or as otherwise agreed by the Parties. The arbitrator may not award punitive damages unless authorized by the underlying agreement or applicable law.
- A signed copy of the Award shall be transmitted by Sarah E. Worley Conflict Resolution, P.C. to all Parties. The Award is final and binding upon service, subject to the limited grounds for appeal under M.G.L. c. 251, §12 or the FAA.
- A Party may move to correct or clarify the Award within ten (10) Business Days of service on grounds of (a) evident mathematical miscalculation; (b) evident mistake in the description of a person, thing, or property referred to in the Award; or (c) clerical error. The arbitrator may issue a corrected Award within twenty-one (21) days of such motion.

## PART IV — ETHICS AND STANDARDS OF CONDUCT

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### Section 4.1 Impartiality and Neutrality

Sarah E. Worley Conflict Resolution, P.C. shall maintain strict impartiality and neutrality throughout all proceedings. A neutral shall not advocate for any Party, take any action that demonstrates bias, or permit personal values, opinions, or prior relationships to influence the process.

- A neutral shall disclose, at the time of appointment and on a continuing basis, any circumstances that may create a reasonable question of impartiality, including prior professional relationships with counsel or Parties; financial interests in the outcome; and prior service as a neutral in any related matter.
- Disclosures do not automatically disqualify a neutral. The Parties may waive any disclosed conflict by written consent.
- A neutral shall withdraw from a proceeding if the neutral determines that continuing would create an appearance of partiality or would compromise the integrity of the process.

### Section 4.2 Confidentiality Obligations of Neutrals

- Neutrals shall not disclose any information obtained during a proceeding to any person not a party to the proceeding, except as required by law or with the written consent of all Parties.
- Neutrals shall not use information from a proceeding for personal gain or for the benefit of any third party.

### Section 4.3 Professional Conduct of Parties and Counsel

- All Parties and their representatives shall conduct themselves with civility, honesty, and professionalism in all proceedings administered by Sarah E. Worley Conflict Resolution, P.C.
- Counsel appearing in arbitration proceedings must be members in good standing of the bar of any U.S. jurisdiction.
- Parties and counsel shall not communicate *ex parte* with the neutral on the substance of any pending arbitration matter; misrepresent facts or law; obstruct discovery; or engage in harassment, threats, or intimidation.
- Violation of these conduct standards may result in sanctions by the arbitrator, reporting to bar disciplinary authorities, or removal from the proceeding.

## PART V — SPECIAL PROCEDURES

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### Section 5.1 Emergency Relief

A Party seeking emergency interim relief may apply to Sarah E. Worley Conflict Resolution, P.C. for appointment of an Emergency Arbitrator. Such application must be accompanied by: (a) a statement describing the nature and urgency of the relief sought; (b) the filing fee for emergency proceedings (\$750); and (c) a proposed form of order. Professional services rendered by the Emergency Arbitrator will be billed at an hourly rate.

- Sarah E. Worley Conflict Resolution, P.C. shall provide an Emergency Arbitrator within twenty-four (24) hours of receipt of a complete application.
- The Emergency Arbitrator may grant temporary restraining orders or other interim relief necessary to prevent irreparable harm pending the outcome of the arbitration.
- Any emergency order is subject to modification or rescission at the Preliminary Hearing or by the arbitrator following full briefing.

## Section 5.2 Med-Arb and Arb-Med Proceedings

Parties may agree to a combined Med-Arb process, in which the same neutral first mediates and then, if mediation fails, arbitrates the dispute. Sarah E. Worley Conflict Resolution, P.C. recommends the use of separate neutrals for each phase to protect the integrity of the arbitration. Where the same neutral is used for both phases, the Parties must execute Sarah E. Worley Conflict Resolution's Med-Arb Consent Agreement acknowledging and waiving the potential risks of this approach.

## Section 5.3 Remote Hearings

- Sarah E. Worley Conflict Resolution, P.C. supports and administers fully remote proceedings using secure videoconference technology.
- Remote sessions shall be conducted using Zoom. All participants must connect from a private, secure location with reliable internet access.
- Exhibits shall be shared in advance.
- If a technical difficulty arises and a session cannot be resumed within sixty (60) minutes of a technical failure, the session shall be rescheduled at no additional administrative charge.

## PART VI — GENERAL PROVISIONS

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### Section 6.1 Waiver and Modification

Any provision of these Guidelines may be waived or modified by written agreement of all Parties and, where required, the approval of Sarah E. Worley Conflict Resolution, P.C. No oral modification or waiver shall be effective. Sarah E. Worley Conflict Resolution, P.C. reserves the right to modify these Guidelines at any time; modifications shall apply to all proceedings initiated after the effective date of the modification.

### Section 6.2 Governing Law

These Guidelines and all proceedings administered by Sarah E. Worley Conflict Resolution, P.C. shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles, except where the Federal Arbitration Act applies. Venue for any action to confirm, modify, or vacate an Award shall lie in the Superior Court, Suffolk County, or the United States District Court for the District of Massachusetts.

### Section 6.3 Computation of Time

Unless expressly stated otherwise, all time periods in these Guidelines are calculated in calendar days. When a deadline falls on a weekend or Massachusetts state or federal holiday, the deadline is extended to the next Business Day. Time periods of five (5) days or fewer are calculated in Business Days only.

### Section 6.4 Communications with Sarah E. Worley Conflict Resolution, P.C.

- All communications with Sarah E. Worley Conflict Resolution, P.C. shall be in writing and directed to the assigned Case Manager.
- No Party or counsel shall communicate ex parte with an arbitrator on the substance of any pending matter.
- Formal submissions (Demands, Answers, Briefs) shall be filed with Sarah E. Worley Conflict Resolution, P.C. in writing.

### Section 6.5 Severability

If any provision of these Guidelines is found to be invalid, unenforceable, or contrary to applicable law, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

### Section 6.6 Immunity

Sarah E. Worley Conflict Resolution, P.C., its officers, directors, employees, agents, and neutrals shall not be liable to any Party for any act or omission in connection with any proceeding administered by Sarah E. Worley Conflict Resolution, P.C., including the appointment of neutrals, to the maximum extent permitted by applicable law. Neutrals acting in their capacity as mediators or arbitrators are entitled to quasi-judicial immunity under Massachusetts law.

### Section 6.7 Americans with Disabilities Act

Sarah E. Worley Conflict Resolution, P.C. is committed to providing equal access to all dispute resolution services for persons with disabilities. Any Party requiring accommodations for a hearing or other proceeding should notify the Case Manager in writing at least ten (10) Business Days in advance of any scheduled session. Sarah E. Worley Conflict Resolution, P.C. will make reasonable accommodations consistent with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).

## APPENDIX A — REMOTE HEARING PROTOCOLS

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The following protocols apply to all Sarah E. Worley Conflict Resolution, P.C. proceedings conducted by videoconference, telephone, or other remote means:

- Platform: All remote sessions shall be conducted via Zoom, and Sarah E. Worley Conflict Resolution, P.C. shall provide login credentials and technical support.
- Identification: All participants must appear on camera and state their name and role on the record at the commencement of each session. Photo identification may be required.
- Recording Prohibition: No Party, counsel, or observer may record any session by any means.
- Exhibits: Parties are responsible for presenting their own exhibits via Zoom.
- Oath Administration: The arbitrator may administer oaths via videoconference consistent with applicable law and Sarah E. Worley Conflict Resolution, P.C. protocols.
- Observers: No observer may be present at any remote session without disclosure to and consent of all Parties and the Neutral.
- Technical Failures: A session shall be suspended (not terminated) upon a material technical failure. The session shall resume when connectivity is restored or be rescheduled as soon as practical.