CONTRACTARBITRATION.US

A private mediation and arbitration service sponsored by Tactical Lawyers

115 Wilcox St Ste 220, Castle Rock, Colorado · 720-499-0000 · www.TacticalLawyers.com

This is a private alternative dispute resolution proceeding. It is not a court proceeding, and this document is not a court order.

IN THE MATTER OF THE ☐ MEDIATION ☐ ARBITRATION BETWEEN: [PARTY NAME], Requesting Party / Claimant, and [PARTY NAME], Responding Party / Respondent.	Matter No.: CA-[YYYY]-[###] Session date: [DATE] Session time: [TIME] Mountain Time Format: Zoom video conference Assigned neutral: [NAME — completed after assignment]

STANDING ORDER NO. 1
DOCUMENT EXCHANGE AND PRE-SESSION SUBMISSIONS

1. Nature of this Order and adoption by agreement

1.1 This Standing Order governs the exchange and submission of documents in mediations and arbitrations conducted through contractarbitration.us (the "Service"), a private dispute resolution service sponsored by Tactical Lawyers.

1.2 This Order is adopted by agreement of the parties and the assigned neutral. It takes effect when signed by the parties (or their authorized representatives) and the assigned neutral, or when a party books or proceeds with a session after receiving it, whichever occurs first. Its authority comes solely from the parties' agreement.

1.3 The Service is not a court. This Order is not a court order, and the neutral does not exercise judicial power. Nothing in this Order expands the neutral's authority beyond what the parties' agreement to mediate or arbitrate and applicable law allow.

1.4 If this Order conflicts with the parties' written agreement to mediate or arbitrate, the parties' agreement controls. The parties may jointly modify any deadline or limit in writing with the neutral's consent. The neutral may adjust deadlines or limits for good cause after giving all parties an opportunity to be heard.

2. Applicability

2.1 This Order applies to both mediation and arbitration on the Service unless a section states that it applies to only one.

2.2 **Mediation.** The mediator facilitates negotiation and does not decide the dispute. A party may designate all or part of its mediation statement "Confidential — for the mediator only." The mediator will not disclose material so designated to any other party without the submitting party's permission.

2.3 **Arbitration.** The arbitrator decides the dispute based on the record. Every submission in an arbitration must be served on all other parties at the same time it is submitted (Section 7). There are no ex parte communications with the arbitrator about the merits; administrative and scheduling messages must be sent to the submissions address with a copy to all parties.

3. Definitions and computation of time

3.1 "Session Date" means the date of the scheduled mediation session or arbitration hearing. "Days" means calendar days.

3.2 Deadlines are counted backward from the Session Date and are due by **5:00 p.m. Mountain Time** (America/Denver) on the deadline day. If a deadline falls on a Saturday, Sunday, or Colorado legal holiday, it is due by 5:00 p.m. on the preceding business day.

3.3 If the session is rescheduled, all deadlines that have not yet passed are recalculated from the new Session Date unless the neutral orders otherwise.

4. How and where to submit

4.1 Submit all documents electronically to **[SUBMISSIONS EMAIL ADDRESS — TO BE CONFIRMED]** or through the secure upload link identified in the Notice of Assignment (the "Submissions Address"). Do not mail paper copies unless the neutral requests them.

4.2 **Format.** Each filing should be a text-searchable PDF. Exhibits should be combined into a single bookmarked PDF or individually numbered PDFs (Claimant/Requesting Party: C-1, C-2 …; Respondent/Responding Party: R-1, R-2 …). Native spreadsheets, audio, or video may be submitted only if relevant and identified on the exhibit list.

4.3 **File names.** Use: [Matter No.]_[Party]_[Document]_[YYYY-MM-DD] (for example, CA-2026-001_Claimant_Opening_2026-12-01.pdf).

4.4 **Subject line.** Every email must include the Matter No. and the name of the document.

5. What must be submitted, and when

Deadline	Submission	Contents
Within 3 business days after booking (and before assignment)	Intake documents (each party)	(a) The signed agreement to arbitrate or mediate — either the contract clause or a signed submission agreement; (b) the contract or other document giving rise to the dispute; (c) names of all parties, affiliates, counsel, and expected witnesses for the conflict check; (d) contact email for service; (e) signed acknowledgment of this Order.
7 days before the Session Date	Opening submission (each party, simultaneously)	A written statement of the party's claims or position, the facts relied on, the contract provisions at issue, and the relief or amount requested. In arbitration, any

		counterclaim must be stated here. Attach the exhibits the party relies on and, in arbitration, a preliminary witness list with a one-sentence summary of each witness's expected testimony.
3 days before the Session Date	Response (each party, simultaneously)	A written response to the other party's opening submission, including any response to a counterclaim, and any additional exhibits offered only in response.
1 day before the Session Date	Final exhibit list and witness list (each party; a joint list is encouraged)	The final numbered list of exhibits each party intends to use, the witnesses who will testify (arbitration), the name each participant will display on Zoom, and any demonstrative aids.

6. Length and file limits [PLACEHOLDERS — TO BE CONFIRMED]

6.1 Opening submission: no more than **[15]** pages. Response: no more than **[10]** pages. Mediation statement: no more than **[10]** pages. Double-spaced text, 12-point type, excluding caption, signature, and exhibits.

6.2 Exhibits: no more than **[250]** pages per party in total; no single file larger than **[25 MB]**. A party needing more may request leave from the neutral before the deadline, with a short explanation.

6.3 The neutral may disregard material exceeding these limits that was submitted without leave, after giving the submitting party an opportunity to identify the portions it relies on.

7. Service on the other party

7.1 In arbitration, each party must send every submission to all other parties (or their counsel) at the service email address provided at intake, at the same time it is sent to the Submissions Address, and must copy the Submissions Address. Each submission should end with a short statement identifying who was served, how, and when.

7.2 In mediation, submissions are served on the other party unless designated confidential for the mediator under Section 2.2.

7.3 A party that changes its service email address must notify all parties and the Submissions Address promptly.

8. Assignment of the neutral and conflicts

8.1 The Service assigns a Tactical Lawyers attorney-neutral based on the subject matter of the submissions after a conflict check. The assigned neutral is identified to all parties by name in a Notice of Assignment before the session, together with a written disclosure of any known facts that a reasonable person would consider likely to affect impartiality.

8.2 A party may object to the assigned neutral, in writing to the Submissions Address with a copy to all parties, within **two (2) business days** after receiving the Notice of Assignment, and in any event before the opening-submission deadline. The Service will decide the objection through a person other than the challenged neutral. If the objection is sustained or the neutral withdraws, the Service

will assign another neutral, and the session may be rescheduled with deadlines recalculated under Section 3.3.

8.3 The neutral has a continuing duty to disclose any such facts that arise later.

9. The session

9.1 Sessions are held on Zoom. Each party is responsible for its own connection, and for making its witnesses available at the scheduled time.

9.2 A document not exchanged under this Order may not be used at the session except for impeachment or rebuttal, or with the neutral's permission for good cause, in which case the other party will be given a fair opportunity to respond.

9.3 No party may record the session by audio, video, or transcript without the agreement of all parties and the neutral. Any agreed court reporter is arranged and paid for by the requesting party unless the parties agree otherwise.

10. Confidentiality

10.1 Submissions and session communications are confidential and may be used only for this matter, except as required by law, to enforce or challenge a settlement agreement or award, or as all parties agree in writing.

10.2 Mediation communications are also subject to the confidentiality protections of applicable law, including the Colorado Dispute Resolution Act, to the extent it applies.

10.3 The Service will retain submissions according to its records-retention policy **[RETENTION PERIOD — TO BE CONFIRMED]** and then destroy them securely.

11. Late submissions and non-participation

11.1 **Late submissions.** If a submission is late, the neutral may (a) accept it and give the other party additional time or a short reply at the session; (b) reschedule the session, with any resulting fees allocated as the neutral considers fair under the parties' fee agreement; or (c) decline to consider the late material if accepting it would unfairly prejudice the other party. The neutral will choose the least severe measure that is fair to all parties.

11.2 **Non-participation in arbitration.** If a party that received notice of the session and of this Order does not submit documents or does not appear, the arbitrator may proceed with the session in that party's absence. **An award may not be based on the absence or default alone.** The participating party must present evidence sufficient to support the relief it requests, and the arbitrator will decide on the record presented. Before proceeding, the arbitrator will confirm that notice was given and may make reasonable efforts to contact the absent party.

11.3 **Non-participation in mediation.** Mediation is voluntary. If a party does not participate, the mediator may cancel or end the session. No sanction, finding, or report on the merits will be made, and no adverse inference will be drawn by the mediator. The booking payment for the reserved time is governed by Section 13.2.

12. Role of the neutral; no legal advice

12.1 The assigned neutral is a lawyer serving as a third-party neutral. **The neutral does not represent any party, does not give legal advice to any party, and no attorney-client relationship is created with any party.** Communications with the neutral are not protected by the attorney-client privilege. Each party may consult independent counsel at any time. (Colorado RPC 2.4.)

12.2 Binding arbitration limits the parties' rights to have the dispute decided by a court and to appeal. The effect of any award depends on the parties' agreement and applicable law.

13. Fees

13.1 The four-hour session is booked through the Service's scheduling page at a total of $4,000 ($1,000 per hour × 4 hours), paid in full at scheduling. Neutral time beyond the four booked hours, if any — including award writing that runs past the block — is billed afterward at $1,000 per hour. Allocation of fees between the parties is governed by their written fee agreement **[TO BE CONFIRMED]**.

13.2 The booking payment is earned upon booking and is not refundable. It secures the reserved time regardless of whether the parties show up, including when a party does not appear.

14. Adoption

By signing below, each party agrees to this Standing Order and confirms that it has received the Service's notice that the neutral does not represent any party. The assigned neutral adopts this Order upon signing.

REQUESTING PARTY / CLAIMANT

Signature: _____ Date: _____

Printed name and title: _____

Counsel (if any): _____ Email: _____

RESPONDING PARTY / RESPONDENT

Signature: _____ Date: _____

Printed name and title: _____

Counsel (if any): _____ Email: _____

ASSIGNED NEUTRAL

Signature: _____ Date: _____

Name: [TO BE COMPLETED AFTER ASSIGNMENT]

Attorney-neutral, Tactical Lawyers (www.TacticalLawyers.com)

Serving as ☐ Mediator ☐ Arbitrator