

Tips for Court-Ordered Non-Binding Arbitrations

1. **Carefully Consider All Disclosures.** If you would not disclose information/documents to the Judge and/or the Jury, or if you have a prior or intended assertion of privilege, do not disclose that information to the Arbitrator or to opposing counsel at the arbitration hearing. Arbitration communications are not confidential or otherwise protected.
2. **No Ex Parte Communication with the Arbitrator.** If you communicate with the Arbitrator, include the opposing party (except when necessary for scheduling purposes only).
3. **Written Arbitration Statements Are Helpful.** Even if not required by the Court's Order, preparation and submission of a written pre-arbitration case summary/statement (with a copy to the opposition) is helpful and productive as it will effectively inform the arbitrator about:
 - a. Disputed and Agreed Facts;
 - b. Determinative or Important Issues;
 - c. Asserted Allegations and Defenses; and
 - d. Relevant Documents and Testimony.
4. **Prepare, Prepare, Prepare.** Take the procedure seriously and present your client's best case. Arbitration is a cost-effective way to resolve disputes. Even if your client chooses not to accept the result, proper preparation may allow you to see strengths and to address weaknesses in your client's case prior to presenting it to a jury.
5. **Be Concise and Provide the Relevant Information.** Although non-binding arbitration is an "informal process," you should consider providing to the arbitrator the relevant documents that will strengthen and support arguments in favor of your client's case. Superfluous documents and information may distract the arbitrator from the relevant issues to be decided. Consider providing to the arbitrator (with a copy to the opposition), prior to the hearing, the most important documents, for example:
 - a. Incident/Accident Reports
 - b. Medical Records
 - c. Billing Ledgers
 - d. Expert Reports
 - e. Photographs
 - f. Other Documents Supporting a Claim or Defense
6. **Be Aware of the Consequences of Rejecting the Arbitrator's Decision.** Section 44.103, Florida Statutes, provides for conditions under which the burden of arbitration costs, court costs, reasonable attorney's fees, and other costs may be shifted to the party seeking a trial de novo. Section 44.103, Florida Statutes, also provides a deadline for rejecting the arbitrator's decision.