

**AMENDED ADMINISTRATIVE ORDER GOVERNING  
COURT-ORDERED NON-BINDING ARBITRATION**

Section 44.103, Florida Statutes, provides that the presiding judge may refer any contested civil action to non-binding arbitration with or without the consent of the parties, except for the matters specifically excluded by Florida Rule of Civil Procedure 1.800.

Rule 1.820(b)(1), Florida Rules of Civil Procedure, requires the chief judge to establish procedures for determining the time and place of the non-binding arbitration hearing, and otherwise establish procedures for the expeditious and orderly operation of arbitration hearings. The chief judge is also required under rule 1.810, Florida Rules of Civil Procedure, to maintain a list of qualified arbitrators and establish the compensation of arbitrators.

By the power vested in the chief judge under Article V, section 2(d) of the Florida Constitution, section 43.26, Florida Statutes, and rule 2.215 of the Florida Rules of General Practice and Judicial Administration, effective **immediately**, unless otherwise provided herein, to continue until further order and superseding any provisions in prior Administrative Orders that may be inconsistent, it is **ORDERED**:

1. **Purpose and Intent of Order.** Pursuant to section 44.103, Florida Statutes, and rules 1.700(a), 1.810, and 1.820, Florida Rules of Civil Procedure, these procedures and guidelines are established in the Ninth Judicial Circuit to facilitate the use of nonbinding arbitration in contested civil actions filed in the circuit court and the county courts, except as prohibited by law. At the discretion of the presiding judge, any such civil action, or any part thereof, may be referred to nonbinding arbitration, except for those matters excluded from nonbinding arbitration under rule 1.800, Florida Rules of Civil Procedure.

2. **Factors to Consider for Referral.** The presiding judge shall consider the following factors in determining whether or not to refer a contested civil action to non-binding arbitration:

- a) The amount in controversy;
- b) The estimated cost of non-binding arbitration, including the parties' attorneys' fees, costs and arbitrator compensation;
- c) Whether the underlying dispute for the action is commercial in nature;
- d) Whether the action involves complex issues of facts and law;
- e) Whether all parties are represented by counsel;
- f) Whether a jury trial has been demanded by any party; and
- g) Any other factor the presiding judge deems relevant to the determination.

3. **List of Arbitrators.** The court administrator for the Ninth Judicial Circuit, through the alternative dispute resolution (ADR) programs director, shall create and maintain an updated

list of persons who are qualified to serve as arbitrators in matters referred to nonbinding arbitration pursuant to section 44.103, Florida Statutes. The list shall be distributed to the Judges of the Ninth Judicial Circuit and to any other interested persons upon request and may be supplemented with additional qualified persons upon approval by the Chief Judge, but without the necessity of a subsequent Administrative Order. Pursuant to rule 11.130, Florida Rules for Court-Appointed Arbitrators, arbitrators serve at the pleasure of the Chief Judge. To be listed as an arbitrator, one must be a member of The Florida Bar for at least five (5) years and must satisfy the qualification and training requirements set forth in rules 11.010, 11.020, and 11.110, Florida Rules for Court-Appointed Arbitrators. Attorneys who wish to be listed as a qualified arbitrator should contact the ADR programs director to obtain an application. Completed applications shall be delivered to the chief judge of the Ninth Judicial Circuit. The list of qualified arbitrators shall be designated as the Ninth Judicial Circuit List of Qualified Arbitrators, and shall be posted to the Ninth Judicial Circuit website at <https://www.ninthcircuit.org/sites/default/files/Arbitrators.pdf>.

4. **Selection of the Arbitrator(s).** Unless otherwise directed by the presiding judge, the parties to any contested civil action referred to non-binding arbitration shall attempt to agree on a mutually acceptable single arbitrator or a panel of three arbitrators within **thirty (30) days** from the date of the presiding judge's referral order. In the event the parties so agree, they will jointly consult with the putative arbitrator(s) to run conflict checks and advise whether the arbitrator(s) is willing to serve as such. In the absence of a mutual agreement between the parties, the presiding judge shall appoint a single arbitrator from the Ninth Judicial Circuit List of Qualified Arbitrators.

5. **Final Arbitration Hearing.** The nonbinding arbitration proceeding shall be conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida, as well as with all orders and directives of the presiding judge and the provisions of this administrative order. The final arbitration hearing shall be conducted within **ONE-HUNDRED AND TWENTY (120) DAYS** of the date of the presiding judge's referral order. This time period may not be extended or continued without the prior approval of the presiding judge. Plaintiff's counsel shall be appointed as lead attorney to coordinate and schedule the final hearing. Plaintiff's counsel shall file a notice of the final hearing with the Court, including the name of the arbitrator(s) and the date and time for the final hearing. All parties and their counsel shall attend the final arbitration hearing. If insurance is involved, whether or not named as a party, the insurance company shall have a representative present at the final hearing with full authority to resolve the case. If a party fails to attend the final hearing, the arbitrator(s) shall proceed with the final hearing. However, the failure to attend the final hearing by any party, counsel or insurance representative may result in the presiding judge imposing sanctions, including, without limitation: (a) an award of the opposing party's portion of the arbitrator(s)' compensation; (b) an order striking pleadings or portions thereof; and/or (c) an award of the opposing party's reasonable attorneys' fees and costs incurred in connection with the final arbitration hearing.

6. **Final Hearing Procedures.** The parties shall submit pre-hearing briefs to the arbitrator(s) at least **ten (10) days** prior to the final hearing. The arbitrator(s) shall have such power to administer oaths or affirmations and to conduct the proceedings as the rules of court provide. The hearing shall be conducted informally. Unless the parties agree otherwise, presentation of testimony, exhibits and other evidence shall be solely through sworn statements, depositions and affidavits. Although no live testimony shall be presented to the arbitrator(s) absent the agreement of the parties, a live hearing shall be conducted for counsel and any pro se parties to make argument concerning the applicable law and facts. The arbitrator(s) shall determine whether to conduct the hearing in-person or through remote video. The arbitration hearing shall be completed and closed within **thirty (30) days** of the first arbitration hearing unless extended by order of the presiding judge. No extension of time shall be for a period exceeding **sixty (60) days** from the date of the first arbitration hearing.

7. **Disclosure of Testimony and Exhibits.** At least **thirty (30) days** prior to the final hearing, the parties shall serve upon each other and the arbitrator(s) all sworn statements, affidavits and depositions, with all exhibits.

8. **Non-Binding Arbitration Award.** Prior to the conclusion of the final arbitration hearing, each party shall provide the arbitrator(s) and the opposing party with a proposed non-binding final award in Word format. Within **ten (10) business days** after the conclusion of the final hearing, the arbitrator(s) shall issue a written reasoned award on the merits of the claims and defenses pursuant to Section 44.103(5), Florida Statutes. The award will further include the arbitrator(s)' determination of the prevailing party, if any, for each claim. The arbitrator(s) shall seal and file the award with the Clerk, together with a Notice of Filing and Serving Nonbinding Arbitration Decision. Said notice shall notify the parties and the presiding judge of the date on which the award was sealed and filed, and indicate the date and manner of service of the nonbinding arbitration award to the parties.

9. **Trial De Novo.** Any party may file a motion for trial de novo pursuant to Section 44.103(5), Florida Statutes. The arbitrator(s)' award shall become final if a motion for trial de novo is not timely filed with the Court.

10. **Arbitrator Compensation.** The parties shall compensate the arbitrator(s) pursuant to Section 44.103(3), Florida Statutes, unless otherwise agreed by the arbitrator(s) and the parties. If any of the parties are financially unable to compensate the arbitrator(s), the party may file a motion to vacate the arbitration referral order for good cause shown.

11. **Arbitration Deposits.** The parties shall pay the arbitrator(s) an initial deposit in a reasonable amount determined by the arbitrator(s) within **twenty (20) days** from the date of the referral order. Once the final arbitration hearing is scheduled, the arbitrator(s) shall provide the parties with written notice, increasing the initial deposit to include all fees, costs and expenses

which the arbitrator(s) estimates will be incurred to complete the arbitration proceeding through and including the entry of a final non-binding award. Said increased deposit shall be paid by the parties within **ten (10) days** from the date of the arbitrator(s)' notice. All payments to the arbitrator(s) shall be equally divided and paid by the parties.

12. Administrative Order 2020-26 is vacated and set aside and has been incorporated and/or amended herein. Vacating an Administrative Order that vacates a prior Order does not revive the prior Order.

**DONE AND ORDERED** at Orlando, Florida, this 8<sup>th</sup> day of July, 2022.

  
Lisa T. Munyon  
Chief Judge

Copies provided to:

Clerk of Court, Orange County  
Clerk of Court, Osceola County  
General E-Mail Distribution List  
<http://www.ninthcircuit.org>

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA  
IN AND FOR \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Plaintiff,

CASE NO.:  
DIVISION:

v.

\_\_\_\_\_  
Defendant.  
\_\_\_\_\_ /

**ORDER OF REFERRAL TO NONBINDING ARBITRATION**

**THIS CAUSE** came on to be heard before the Court upon its *sua sponte* review of the pleadings filed herein and being otherwise fully advised in the premises, the Court finds as follows:

**WHEREAS** section 44.103, Florida Statutes, provides that the Court may refer any contested civil action to non-binding arbitration, with the exception of those matters specifically excluded by Florida Rule of Civil Procedure 1.800;

**THEREFORE**, it is **ORDERED** that:

1. **Referral and Appointment.** The Court hereby orders the parties to the above-styled action to non-binding arbitration pursuant to Chapter 44, Florida Statutes, Florida Rules of Civil Procedure 1.810 and 1.820, and the requirements of this Order. Within **thirty (30) days** of the date of this Order, the parties shall attempt to agree on a mutually acceptable single arbitrator or a panel of three arbitrators. In the event the parties so agree, they will jointly consult with the putative arbitrator(s) to run conflict checks and advise whether the arbitrator(s) is willing to serve as such. In the absence of a mutual agreement between the parties, the Court hereby appoints \_\_\_\_\_ (hereinafter as the “arbitrator”) as the sole arbitrator to administer and

conduct the arbitration proceeding, subject to clearance of conflict checks. The parties and counsel shall not communicate *ex parte* with the arbitrator(s) at any time.

2. **Final Arbitration Hearing.** The final arbitration hearing shall be conducted within **ONE-HUNDRED AND TWENTY (120) DAYS OF THE DATE OF THIS ORDER.** This time period may not be extended or continued without the prior approval of the Court.

Plaintiff's counsel is appointed as lead attorney to coordinate and schedule the final hearing. Plaintiff's counsel shall file a notice of the final hearing with the Court, including the name(s) of the arbitrator(s) and the date and time for the final hearing. All parties and their counsel shall attend the final arbitration hearing. If insurance is involved, whether or not named as a party, the insurance company shall have a representative present at the final hearing with full authority to resolve the case. If a party fails to attend the final hearing, the arbitrator(s) shall proceed with the final hearing. However, the failure to attend the final hearing by any party, counsel or insurance representative may result in the Court imposing sanctions, including, without limitation: (a) the Court's award of the opposing party's portion of the arbitrator(s)' compensation; (b) the Court striking pleadings or portions thereof; and/or (c) the Court's award of the opposing party's reasonable attorneys' fees and costs incurred in connection with the final arbitration hearing.

3. **Final Hearing Procedures.** The parties shall submit pre-hearing briefs to the arbitrator(s) at least **ten (10) days** prior to the final hearing, with copies to the opposing party. The arbitrator(s) shall have such power to administer oaths or affirmations and to conduct the proceedings as the rules of court provide. The hearing shall be conducted informally. Unless the parties agree otherwise, presentation of testimony, exhibits and other evidence shall be solely through sworn statements, depositions and affidavits. Although no live testimony shall be

presented to the arbitrator(s) absent the agreement of the parties, a live hearing shall be conducted for counsel and any pro se parties to make argument concerning the applicable law and facts. The arbitrator(s) shall determine whether to conduct the hearing in-person or through remote video means. The arbitration hearing shall be completed and closed within **thirty (30) days** of the first arbitration hearing unless extended by order of the Court. No extension of time shall be for a period exceeding **sixty (60) days** from the date of the first arbitration hearing.

4. **Disclosure of Testimony and Exhibits.** At least **thirty (30) days** prior to the final hearing, the parties shall serve upon each other and the arbitrator(s) all sworn statements, affidavits and depositions, with all exhibits.

5. **Non-Binding Arbitration Award.** Prior to the conclusion of the final arbitration hearing, each party shall provide the arbitrator(s) and the opposing party with a proposed non-binding final award in Word format. Within **ten (10) business days** after the conclusion of the final hearing, the arbitrator(s) shall issue a written reasoned award on the merits of the claims and defenses pursuant to section 44.103(5), Florida Statutes. The award will further include the arbitrator(s)' determination of the prevailing party, if any, for each claim. The arbitrator(s) shall seal and file the award with the Clerk, together with a Notice of Filing and Serving Nonbinding Arbitration Decision. Said notice shall notify the parties and the Court of the date on which the award was sealed and filed, and indicate the date and manner of service of the nonbinding arbitration award to the parties.

6. **Trial De Novo.** Any party may file a motion for trial de novo pursuant to section 44.103(5), Florida Statutes. The arbitrator(s)' award shall become final if a motion for trial de novo is not timely filed with the Court.

7. **Arbitrator Compensation.** The parties shall compensate the arbitrator(s) pursuant to section 44.103(3), Florida Statutes, unless otherwise agreed by the arbitrator and the parties. If any of the parties are financially unable to compensate the arbitrator(s), the party may file a motion to vacate the arbitration referral order for good cause shown.

8. **Arbitration Deposits.** The parties shall pay the arbitrator(s) an initial deposit in a reasonable amount determined by the arbitrator(s) within **twenty (20) days** from the date of this Order. Once the final arbitration hearing is scheduled, the arbitrator(s) shall provide the parties with written notice, increasing the initial deposit to include all fees, costs and expenses which the arbitrator(s) estimates will be incurred to complete the arbitration proceeding through and including the entry of a final non-binding award. Said increased deposit shall be paid by the parties within **ten (10) days** from the date of the arbitrator(s)' notice. All payments to the arbitrator(s) as required herein shall be equally divided and paid by the parties.

**DONE AND ORDERED** at \_\_\_\_\_, \_\_\_\_\_ County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CIRCUIT JUDGE

Electronic Service via State eFile Portal:

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**



**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, Florida 34741, (407) 742-2417, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**