



# PHILIP MEDIATION

## ARBITRATION RULES

### **1. Applicability of Rules**

When the parties to a dispute agree to arbitration with Philip Mediation, these Arbitration Rules are deemed to be part of their Arbitration Agreement and shall be applicable throughout the arbitration process. These Rules and any amendments or modifications thereof shall apply in the form existing at the time arbitration is initiated, and shall be considered in conjunction with, and not in lieu of, any applicable statutory arbitration provisions. To compute time periods for deadline purposes, the parties shall utilize the format provided in Rule 16.

### **2. Initiating Voluntary Arbitration by Agreement**

To file for voluntary arbitration with Philip Mediation, one or more parties to a dispute should contact Philip Mediation with the names and contact information of all parties or their representatives and a description of the dispute. If a written agreement to arbitrate exists, it must be provided to Philip Mediation before the arbitration hearing. Otherwise, a Confirmation of Arbitration Agreement will be signed prior to commencement of the hearing. Payment of the filing fees required by the Philip Mediation Arbitration Fee Schedule is also required prior to arbitration scheduling. Where all parties and the arbitrator agree, information may be transmitted electronically throughout the proceeding.

### **3. Initiating Arbitration by Contract Clause**

a. A party (generally, the “Claimant”) initiates arbitration pursuant to a contract clause by providing notice of the claim or demand for arbitration to Philip Mediation and all parties involved and paying the filing fee required by Rule 3e. Notice of the demand for arbitration must conform to the requirements of RCW 7.04A.090 and include a description of the dispute, the specific relief sought, the contact information for all arbitration participants, and copy of any applicable court order or arbitration clause. Parties must stipulate to the use of Philip Mediation and its Arbitration Rules even if other arbitration services or rules are referenced in their contract. Philip Mediation does not maintain a physical office location at which to receive service by legal messenger; as such, electronic filing of the initial claim or demand for arbitration is encouraged. The initial demand for arbitration may be supplemented thereafter by filing an expanded brief and explanation of the claim as provided by the arbitration Case Schedule, so long as any change in the claim occurring after filing is approved by the Philip Mediation.

b. Philip Mediation is not responsible for providing notice of a demand for arbitration to the parties involved in the proceeding. The Claimant must file proof of service within ten (10) days of serving the opposing party (generally, the “Respondent”) with a copy of the claim. Following receipt of a demand for arbitration and proof of service, Philip Mediation will confirm receipt of the demand to the Claimant and the Respondent after accepting the case and assigning a case number.

c. Each Respondent may submit an initial Answer to the demand for arbitration to Philip Mediation and all other parties, describing its defenses to the claims presented and providing contact information for the Respondent’s representative(s). The initial Answer to the demand for arbitration may be

supplemented thereafter by filing an expanded brief and explanation of the Answer as provided by the arbitration Case Schedule. If no Answer is filed within the designated time frame, the Respondent will be deemed to have denied the claim. Failure to file an Answer to a demand for arbitration shall not cause a delay in the arbitration process.

d. A counterclaim describing the dispute and relief sought may be filed by the Respondent and served on the Claimant when the initial Answer is submitted. The initial counterclaim may be supplemented thereafter when filing an expanded brief and explanation of the counterclaim as provided by the arbitration Case Schedule.

e. Payment of the required filing fee by the Claimant (or initiating party), as set forth in the Philip Mediation Arbitration Fee Schedule and Rule 9a, is required to initiate arbitration pursuant to contract clause. Failure to submit the required fee when filing a claim or demand for arbitration will delay commencement of the arbitration process.

#### **4. Written Submission Only Option – Expedited Hearing**

By contract clause or written agreement of the parties to utilize the procedures set forth in this Rule, Philip Mediation will administer the arbitration process as follows and in lieu of Rules 3, 6, 7, and 10, which shall not apply to this Written Submission Only process:

a. Parties requesting Arbitration by Written Submission Only must file a written stipulation to proceed under this Rule, providing contact details for all participants, a description of the dispute and applicable fee required by the Philip Mediation Arbitration Fee Schedule, in compliance with Rule 4(d). This format must be agreed at the time of case submission.

b. Written submission arbitration must conform to the parameters established at the time of case submission. See Philip Mediation Written Submission Guidelines.

c. No change in the agreed submission deadline is permissible without the consent of the arbitrator. Such consent shall be provided in emergency situations only. Cases withdrawn from the Written Submission Only process after confirmation shall remain subject to billing for any prehearing or review time incurred by the arbitrator plus the applicable administrative fee and costs.

d. Each party shall prepay for a minimum four (4) hours of arbitrator time plus the applicable administrative filing fee at the time of case submission, with Philip Mediation having the authority to determine if any different prepayment amount or allocation is warranted. Arbitration fees are due by the deadline established for submission of written materials. Any supplemental fees will be due prior to issuance of the arbitrator's decision. Any excess fees paid will be refunded after issuance of the arbitrator's decision.

e. Discovery shall be controlled by the parties or as ordered by the arbitrator and subject to Philip Mediation Arbitration Rule 12.

f. Submissions must be in electronic format only, with page or other limits on briefing determined by the parties and the arbitrator. Objections to exhibits shall be filed within three (3) business days after submission of materials to the arbitrator. A default award may be entered in accordance with Rule 15 if a party fails to file a written submission by the applicable deadline.

g. The written decision of the arbitrator will be issued in electronic format within fifteen (15) days of the arbitrator's receipt of submissions. A copy of the decision will be provided to counsel of record by U.S. mail by request only.

## **5. Preliminary Procedural Matters**

a. Administrative Services. Philip Mediation will provide parties with administrative services before and during the arbitration process. This includes, but is not limited to, determining and collecting appropriate fees, communicating information and coordinating documents between parties and the arbitrator(s), and providing scheduling assistance.

b. Arbitrator Authority. Upon receipt of a case, the arbitrator has broad authority to conduct the arbitration process in any manner deemed appropriate to reach a just determination and in accordance with RCW 7.04A.150. This includes the authority to resolve pre-hearing matters, such as ordering a party to answer reasonable written questions, testify under oath, or produce documents prior to the hearing. Limits on arbitrator authority must be agreed to in writing before initiating the arbitration process. Such limits may include restrictions on the arbitrator's authority to award equitable or other relief, so long as such restrictions are allowable by statute or case law in the applicable jurisdiction. The arbitrator has the authority to settle all points of controversy in the dispute and award appropriate relief after hearing the evidence and applying the law to the applicable facts. Judgment may be entered on the award.

c. Philip Mediation May Decline, Postpone or Reschedule. Philip Mediation reserves the right to refuse to accept any case referred for arbitration and shall not be required to disclose the reasons for any such refusal. Philip Mediation reserves the right to postpone or reschedule a hearing for good cause, whether by request of a party or upon its own initiative.

d. Fees Required to Proceed. If a party has failed to pay required fees or expenses at any point in the proceedings, Philip Mediation may order the suspension or termination of the proceedings.

e. Confidential Proceedings. All arbitration proceedings are confidential to the extent allowed by law. If all parties and the arbitrator agree, or if the arbitrator so orders on motion of one of the parties, a record of the proceeding may be made. Any party requesting a record of the proceeding shall be responsible for making arrangements for the recording and the cost of the record. Any party requiring an interpreter shall be responsible for making arrangements for the interpreter and the cost of the interpreter.

f. Submissions Become Property of Philip Mediation. Unless otherwise agreed in writing before the hearing, all pleadings, correspondence or documents submitted to or produced by Philip Mediation or the arbitrator become the property of Philip Mediation and shall not be subject to release or duplication. Philip Mediation does not maintain a physical office location at which to receive service by legal messenger; as such, electronic submission of briefs or other evidentiary pleadings is authorized under these Arbitration Rules.

g. Electronic Filing. Electronic filing of submissions is permitted without prior authorization. However, all submissions over ten (10) pages (inclusive of exhibits) must also be submitted in hard copy.

h. Hearing Venue. It shall be the sole responsibility of the parties to locate and/or provide a hearing venue. The hearing will be held at the location designated in the parties' arbitration agreement. If that agreement is silent as to the location of the hearing, any party may request a venue for the hearing. If no other party objects within ten (10) business days of the filing of the request, the hearing will be held at the site requested. The arbitrator shall resolve all disputes relating to the venue of the hearing and may determine the venue in the absence of an agreement between the parties.

i. Confirmation of Arbitration Agreement. Before the start of the arbitration hearing, participants must sign a Confirmation of Arbitration Agreement to acknowledge receipt of arbitrator disclosure information pursuant to RCW 7.04A.120, acceptance of the Philip Mediation Arbitration Rules and responsibility for arbitration hearing fees.

## **6. Mediation Option or Waiver**

Parties requesting arbitration services may be offered the option to participate in a prehearing mediation session or settlement conference, if no such settlement effort has previously occurred. Parties may request a waiver of a contractual mediation effort upon a showing that settlement efforts would be unproductive.

## **7. Selection of Arbitrators**

a. If a three-member panel of arbitrators is called for in the parties' contract or agreement and no process of selection is specified, it shall be the responsibility of the parties to exchange a list of proposed arbitrators and to agree to three mutually acceptable arbitrators. The decision of the arbitrators shall be based on a majority vote.

b. As required by RCW 7.04A.120, an arbitrator may be disqualified from service based upon the filing of an objection by or on behalf of a party.

c. If for any reason the selected arbitrator is unable to fulfill the arbitrator's duties, a successor arbitrator shall be selected by the parties. The successor arbitrator will have the authority to grant interim relief and/or replace the original arbitrator for the remainder of the arbitration process.

## **8. Disclosure and Qualification of Arbitrators**

a. Prior to accepting an appointment to serve, an arbitrator must disclose to the arbitration participants any known facts that a reasonable person would consider likely to affect the impartiality of the arbitrator in the arbitration proceeding, including:

- i. Any financial or personal interest in the outcome of the arbitration proceeding;
- ii. An existing or past relationship with any of the parties to the agreement to arbitrate or the arbitration proceeding, their counsel, representatives, witnesses, or any other arbitrators.

b. Disclosure of information pursuant to this Rule is no indication that Philip Mediation or the arbitrator considers that the disclosed circumstance is likely to affect the arbitrator's impartiality or independence.

## **9. Amount and Collection of Fees**

a. Each party who files a claim or counterclaim will pay Philip Mediation an administrative filing fee for its services as set forth in the Philip Mediation Arbitration Fee Schedule. The Claimant will pay this fee upon the filing of its claim. The Respondent will pay this fee upon the filing of any counterclaim or other response.

b. Philip Mediation charges for its time on an hourly basis, pursuant to the Philip Mediation Arbitration Fee Schedule. Philip Mediation is entitled to compensation for any and all time spent on a case, including but not limited to, time for such activities as the resolution of pre-hearing disputes, arbitration hearing, legal research, travel, deliberation and drafting. Philip Mediation is also entitled to compensation for any extraordinary costs it incurs, such as telephone or travel expenses.

c. Prior to service, Philip Mediation estimates the amount of arbitrator time to be required in the proceeding, including pre-hearing, hearing and decision time. Both the administrative fee and the estimated hours of arbitrator time are collected by Philip Mediation prior to any service by the arbitrator. Failure by any party to pre-pay these fees will constitute a failure to proceed pursuant to Rule 14 and may result in the entry of a default award pursuant to Rule 15 or postponement or cancellation of the arbitration proceedings, at the discretion of Philip Mediation.

d. At the conclusion of the arbitration proceedings, the arbitrator will execute a Time & Cost Affidavit setting forth how much arbitrator time was involved in the proceeding plus any billable costs. The total number of hours spent on the case by the arbitrator (subject to a minimum hearing time charge) multiplied by the arbitrator's hourly fee determines the actual fee to be charged for the arbitration. If the amount of time actually spent is less than the estimated time, the excess fees on deposit will be refunded to the parties. If the amount of time actually spent is more than the estimated time, the parties will be required to pay Philip Mediation any extra fees due prior to finalization of the award by the arbitrator.

e. Unless the parties agree or a court order indicates otherwise, when a case is submitted to arbitration by court order or by agreement of the parties, and there is no underlying arbitration clause in a contract, each party is responsible for its proportionate share of the Philip Mediation administrative filing fee and estimated arbitrator fee, with the arbitrator having the authority to assess, as part of the award and against any party, all or part of the total fees of the arbitration proceeding. If the hearing costs are included as part of the arbitration award, the party who is subject to cost assessment will be responsible for paying the fees owed to Philip Mediation or to the other party, as determined by Philip Mediation.

f. Unless the parties agree otherwise, when an arbitration is initiated under an arbitration clause in a contract, the initiating party is responsible for the total fees and costs of the arbitration, with the arbitrator having the authority to assess as part of the award, all or part of the total costs and fees of the arbitration proceeding against any party. However, if the non-initiating party also asks for affirmative relief of any kind, the parties are to share the fees and costs of the arbitration. The arbitrator has the authority to assess, as part of the award, all or part of the total fees of the arbitration proceeding against any party to the arbitration.

g. If the parties do not proceed to arbitration after initiating a case into arbitration, Philip Mediation remains entitled to its entire administrative fee, any applicable late cancellation fee, and fees for any

time spent on the case. If a cancellation fee applies per the Philip Mediation Arbitration Fee Schedule, the arbitrator has the authority to assess the fee against both or either party and require that it be paid prior to rescheduling of the hearing.

h. For minor disputes, arbitrators and Philip Mediation may offer its services on a reduced fee basis. Philip Mediation may also charge a supplemental hourly fee for extraordinary administrative services, such as repeated rescheduling requests and late or weekend staffing.

## **10. Determination of Length of Hearing**

a. Based on documentation received and communication with the parties, Philip Mediation determines the approximate length of the arbitration hearing. The time necessary to consider extraordinary documentation or any other time-consuming circumstances shall be part of this determination.

b. Requests for arbitration services includes acceptance of the Philip Mediation arbitration cancellation policy as set forth in the Philip Mediation Arbitration Fee Schedule and case scheduling information. The estimated length of the hearing is used as the basis for determining any late cancellation fee that may be applicable. Objections to the estimated length of the hearing and associated costs must be raised before the cancellation deadline.

## **11. Communication with the Arbitrator**

a. No party or its representative shall have *ex parte* communication with the arbitrator regarding any issue substantively related to the arbitration except during oral hearings. Any communication from the parties or their representatives that is intended for the arbitrator must be copied to all other parties at the time it is made.

b. Initial inquiries regarding the arbitrator's willingness to serve as an arbitrator, arbitration procedures, and/or availability on a specific date are permitted and excepted from Rule 11(a), but may be disclosed to the opposing party pursuant to Rule 8 of these Arbitration Rules.

## **12. Discovery**

a. The parties will act in good faith in the exchange of discovery. Parties will voluntarily exchange all non-privileged documents and information relevant to the dispute.

b. Where the parties' arbitration clause or agreement is silent or unclear as to discovery, the following procedures apply:

- i. Following appointment of the arbitrator, parties may engage in discovery deemed reasonably necessary, which will generally include depositions, requests for examination, requests for admission, no more than 25 interrogatories (counting sub-parts as separate interrogatories) and any other discovery tools allowable under any applicable local Superior Court Civil Rules;
- ii. Unless the arbitrator orders otherwise, no additional discovery shall be requested or authorized. In determining when additional discovery is reasonably necessary, the arbitrator shall consider the nature of the case, amount in controversy, timing of the request and balance between the benefits of discovery and its burden and expense.

c. Attorneys of record for the parties may issue subpoena to require attendance of a witness or production of documents or tangible evidence.

d. Philip Mediation may develop a customized Case Schedule for multiple day and complex cases. Parties may stipulate to a customized Case Schedule for approval by Philip Mediation.

e. In the event that dispute regarding discovery issues arises that cannot be resolved by the parties, the parties shall contact Philip Mediation to request a telephonic hearing to resolve that dispute. The arbitrator may request briefing on the issues prior to the telephonic hearing, and will decide and rule on any such issues. The arbitrator has the power and authority to impose sanctions as may be appropriate in his/her sole discretion in the resolution of discovery disputes.

f. In the absence of an alternative written stipulation or Philip Mediation customized Case Schedule, the following discovery timetable will apply:

- i. A list of potential witnesses and proposed exhibits shall be exchanged and submitted to Philip Mediation at least fifteen (15) business days before the hearing date to ensure a complete conflicts check;
- ii. Arbitration briefs and all exhibits (including affidavits in lieu of live testimony) shall be exchanged and submitted to Philip Mediation at least ten (10) business days before the hearing date;
- iii. Objections to the use of any documents or exhibits must be filed with Philip Mediation and served on the other parties at least five (5) business days before the hearing date.

g. The parties shall work together to schedule witnesses in a way to accommodate all schedules and to insure that the hearing may be completed in the time allotted.

### **13. Conduct of Hearing**

a. Witnesses. The arbitrator shall exercise reasonable control over the mode and order of interrogating witnesses and presenting evidence so as to (1) make the interrogation and presentation effective for the ascertainment of the facts, (2) avoid needless consumption of time, and (3) protect witnesses from harassment or undue embarrassment. In the discretion of the arbitrator, a witness may testify by voice conference. A witness shall be placed under oath or affirmation by the arbitrator before presenting testimony, a violation of which oath shall be deemed a contempt of court in addition to any other penalties that may be provided by law. The arbitrator may question a witness.

b. Recording. See Rule 5e. If all parties and arbitrator agree, or if the arbitrator so orders on motion of one of the parties, a record of the proceeding may be made.

c. Rules of Evidence, Generally. The extent to which the Rules of Evidence will be applied shall be determined in the exercise of discretion of the arbitrator. The Rules of Evidence, to the extent determined by the arbitrator to be applicable, shall be liberally construed in order to promote justice. The parties are expected to stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity.

d. **Certain Documents Presumed Admissible.** The documents listed below, if deemed relevant, are presumed admissible at an arbitration hearing, but only if (1) the party offering the document serves on all parties a notice, accompanied by a copy of the document and the name, address and telephone number of its author or maker, at least ten (10) days before the hearing in accordance with Rule 12; and (2) the party offering the document similarly furnishes all other related documents from the same author or maker. This Rule does not restrict argument or proof relating to the weight of the evidence admitted, nor does it restrict the arbitrator's authority to determine the weight of the evidence after hearing all of the evidence and arguments of opposing parties. The documents presumed admissible under this Rule are:

- i. A bill, report, chart, or record of a hospital, doctor, dentist, registered nurse, licensed practical nurse, physical therapist, psychologist or other health care provider, on a letterhead or billhead;
- ii. A bill for drugs, medical appliances or other related expenses on letterhead or billhead;
- iii. A bill for, or an estimate of, property damage on letterhead or billhead. In the case of an estimate, the party intending to offer the estimate shall forward with the notice to the adverse party a statement indicating whether or not the property was repaired, and if it was, whether the estimated repairs were made in full or in part, attaching a copy of the receipted bill showing the items of repair and the amount paid;
- iv. A police, weather, wage loss, or traffic signal report, or standard United States government life expectancy table to the extent it is admissible under the Rules of Evidence, but without the need for formal proof of authentication or identification;
- v. A photograph, digital video, x-ray, drawing, map, blueprint or similar documentary evidence, to the extent it is admissible under the Rules of Evidence, but without the need for formal proof of authentication or identification;
- vi. The written statement of any other witness, including the written report of an expert witness, and including a statement of opinion which the witness would be allowed to express if testifying in person, if it is made by affidavit or by declaration under penalty of perjury;
- vii. A document not specifically covered by any of the foregoing provisions but having equivalent circumstantial evidence of trustworthiness, the admission of which would serve the interests of justice.

e. **Opposing Party May Subpoena Author or Maker as Witness.** Any other party, at that party's expense, may subpoena the author or maker of a document or digital video admissible under this Rule and examine the author or maker as if under cross examination.

f. **Relevancy of Evidence.** Documents submitted in accordance with Rule 12 or the applicable Case Schedule, to which no objection is timely raised, shall be admitted into evidence at the hearing. This Rule does not restrict argument or proof concerning the weight of evidence admitted, nor does it restrict the arbitrator's authority to evaluate evidence.



#### **14. Failure to Proceed**

a. Whenever an arbitration clause, an arbitration contract, or these Rules call for a party to proceed with arbitration, a party shall be deemed to have failed to proceed with arbitration when:

- i. The party fails to respond to communications from Philip Mediation or deadlines imposed by Philip Mediation, including fee and submission deadlines;
- ii. The party fails to proceed to the next step of arbitration after being properly informed to so proceed;
- iii. The party fails to comply with an arbitrator's order; or
- iv. The party otherwise indicates an intent not to proceed.

b. The Arbitration Administrator will determine when a party has failed to proceed with arbitration and determine the appropriate course of administrative action with respect to the proceeding.

#### **15. Default**

An arbitration award shall not be made solely on the default of a party. Such an award may be made in the absence of a party upon a proper showing by the other party.

#### **16. Computation of Time**

To compute any period within these Arbitration Rules, the date a document (including an award) is received is not included. Saturdays, Sundays and the following legal holidays are not counted: New Year's Day, MLK Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Day After Thanksgiving, Christmas Day. A party is deemed to have received a document (including an award) on the date the party is served personally or by certified or registered mail, or on the date the award is first transmitted to the party via facsimile, e-mail or personal service, if the written award is thereafter mailed to the party, or three (3) business days after the award is mailed, excluding holidays.

#### **17. High-Low Agreement**

a. The parties may agree in writing as part of their contract to arbitrate that the arbitrator's award (decision) shall not be above a certain figure or below a certain figure.

b. The language of the High-Low Agreement may be part of the parties' contract to arbitrate or may be contained in a supplement to the contract to arbitrate. Philip Mediation can provide parties with a sample High-Low Agreement form to be completed and signed prior to the hearing in accordance with the parties' agreement.

c. In the event that the amount of the arbitrator's award is below the low figure of the parties' high-low agreement, the parties stipulate that the award shall be entered in the amount of the low figure. In the event that the amount of the arbitrator's award is above the high figure of the parties' high-low agreement, the parties stipulate that the award shall be entered in the amount of the high figure.

d. The terms of the high-low agreement may or may not be disclosed to the arbitrator prior to the award, depending on the agreement of the parties. If the parties do not agree whether the high-low terms should be disclosed to the arbitrator, the high-low amounts shall not be disclosed to the arbitrator. If the parties agree that the high-low agreement should not be disclosed to the arbitrator before the award and it is disclosed, inadvertently or otherwise, to the arbitrator before or at the arbitration, the non-disclosing party has the right to request that the arbitration be rescheduled with a different arbitrator. In the event the disclosure occurs during the arbitration, the non-disclosing party is entitled, upon immediate request, to a hearing de novo before a different arbitrator. In either instance, the Philip Mediation Arbitration Rules shall govern the new arbitrator's selection. The disclosing party shall be responsible for any additional attorneys' fees and other expenses incurred by the non-disclosing party as a result of the disclosure. After the new arbitrator has rendered an award, evidence of such fees and expenses shall be presented to the arbitrator in the form of affidavits from all parties, and the arbitrator shall render a separate award on that issue.

### **17. Agreed Settlement Award**

If the parties settle their dispute during the course of the arbitration process, the parties may request and the arbitrator may set forth the agreed settlement in an award.

### **18. Waiver of Rules or Applicable Laws**

Any party who knowingly proceeds with the arbitration process after discovering that a provision or requirement of these Rules or applicable laws has not been complied with in a significant manner, and who fails to state objection thereto in writing, shall be deemed to have waived the right to object.

### **19. Rules May be Amended or Modified**

These Rules may be amended or modified by Philip Mediation at any time without notice or for use in specific circumstances as deemed necessary by Philip Mediation.

### **20. Award**

a. All arbitration awards shall be made in writing. The award shall be provided via email to counsel of record. A copy of the decision will be provided to counsel of record by U.S. mail upon request only.

b. Unless the parties request otherwise, arbitrators do not provide written opinions or explanations with their awards.

c. The timing and scope of the award will be governed by the parties' arbitration clause or contract and applicable law.

### **21. Severability**

In the event that any of these Rules or procedures are ruled unlawful or made unlawful by statute, the remaining Rules and procedures are to continue in effect.

### **22. Immunity of Arbitrators and Arbitration Administrators**

Arbitrators and Arbitration Administrators, including but not limited to Philip Mediation and its owner and sole proprietor Sasha S. Philip, are entitled to a qualified, good faith immunity from civil liability pursuant to RCW 7.04A.140. Neither Philip Mediation nor Sasha S. Philip is a necessary party in judicial proceedings related to the arbitration.

### **23. Matters Not Addressed and Authority of the Philip Mediation**

Philip Mediation may alter any of the above procedures to fit the circumstances of a particular case. Philip Mediation may decide any matter not specifically addressed by these Rules, including any conflict or ambiguity in these Rules. Philip Mediation has the authority to prepare forms, resolve procedural disputes, impose time limits, and otherwise require parties to take or refrain from taking action.