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RULE 1. GENERAL PROVISIONS

Rule 1.1. Recognized Alternative Dispute Resolution Methods

Alternative dispute resolution methods which are recognized include settlement negotiations, non-binding arbitration, mediation, conciliation, facilitation, mini-trials, summary jury trials, private judges and judging, convening or conflict assessment, neutral evaluation and fact-finding, multi-door case allocations, ~~and~~ negotiated rulemaking, parenting coordination, and collaborative law practice.

Rule 1.2. Scope of These Rules

Alternative dispute resolution methods which are governed by these rules are (1) Mediation, (2) Non-binding Arbitration, (3) Mini-Trials, (4) Summary Jury Trials, and (5) Private Judges.

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Rule 1.3. Alternative Dispute Resolution Methods Described

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(B) Non-binding Arbitration. This is a non-binding process in which a neutral third person or a panel, called an arbitrator or an arbitration panel, considers the facts and arguments which are presented by the parties and renders a decision. ~~The decision may be binding or nonbinding.~~ Only non-binding arbitration is governed by these rules.

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(F) Parenting Coordination. This is a process described in the Indiana Parenting Time Guidelines, Section V.

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Rule 1.6. Discretion in Use of Rules

Except as herein provided, a presiding judge may order any civil or domestic relations proceeding or selected issues in such proceedings referred to mediation, non-binding arbitration or mini-trial. The selection criteria which should be used by the court are defined under these rules. ~~Binding arbitration and a~~ summary jury trial may be ordered only upon the agreement of the parties as consistent with provisions in these rules which address each method.

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Rule 1.10. Other Methods of Dispute Resolution

These rules shall not preclude a court from ordering or parties from agreeing to use any other reasonable method or technique to resolve disputes. A court may order immunity provided by Rule 1.5 herein for the individual conducting other dispute resolution methods ("neutral"), so long as the neutral has communicated the Rule 7.3(A) disclosures and obtained any necessary consent. The parties may agree the neutral shall serve with the immunity provided by Rule 1.5 herein, provided the neutral has communicated the Rule 7.3(A) disclosures and obtained any necessary consent.

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Rule 2.7. Mediation Procedure

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(D) Termination of Mediation.

- (1) The mediator shall terminate or decline mediation whenever the mediator believes:
 - (a) ~~that of~~ the meditation process would harm or prejudice one or more of the parties or the children;
 - (b) the ability or willingness of any party to participate meaningfully in mediation is so lacking that a reasonable agreement is unlikely;
 - (c) due to conflict of interest or bias on the part of the mediator; or
 - (d) ~~or~~ mediation is inappropriate for other reasons

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(F) Mediator's Preparation and Filing of Documents in Domestic Relations Cases.

At the request and with the permission of all parties in a domestic relations case, a Mediator may prepare or assist in the preparation of documents as set forth in this paragraph (F).

The Mediator shall inform an unrepresented party that he or she may have an attorney of his or her choosing (1) be present at the mediation and/or (2) review any documents prepared during the mediation. The Mediator shall also review each document drafted during mediation with any unrepresented parties. During the review the Mediator shall explain to unrepresented parties that they should not view or rely on language in documents prepared by the Mediator as legal advice. When the document(s) are finalized to the parties' and any counsel's satisfaction, and at the request and with the permission of all parties and any counsel, the Mediator may also tender to the court the documents listed below when the mediator's report is filed.

The Mediator may prepare or assist in the preparation of only the following documents:

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- (3) A summary decree of dissolution or legal separation, with the caption in the case, so long as the decree is in the form of a document that has been adopted or accepted by the court in which the document is to be filed and the summary decree reflects the terms of the mediated agreement;

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Notwithstanding the other provisions of this Rule 2, in matters involving the care, support, and/or assets of children or incapacitated adults, mediated agreements put in writing and signed by all participants may be binding on the participants, but are only enforceable after review and approval by the appropriate court that would have jurisdiction over the care, support, and/or assets of the children or incapacitated adults.

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RULE 3. NON-BINDING ARBITRATION

Rule 3.1. Agreement to Arbitrate

At any time fifteen (15) days or more after the period allowed for a peremptory change of venue under Trial Rule 76(B) has expired, the parties may file with the court a request for an order for non-binding arbitration agreement to arbitrate wherein they stipulate whether arbitration is to be binding or nonbinding, whether the agreement arbitration extends to all of the case or is limited as to the issues subject to arbitration in the case, and the any agreed upon procedural rules to be followed during the arbitration process. Upon approval, the agreement court shall issue an to arbitrate arbitration order which shall be noted on the Chronological Case Summary of the Case and placed in the Record of Judgments and Orders for the court.

Rule 3.2. Case Status During Arbitration

During arbitration, the case shall remain on the regular docket and trial calendar of the court. ~~In the event the parties agree to be bound by the arbitration decision on all issues, the case shall be removed from the trial calendar. During arbitration and~~ the court shall remain available to rule and assist in any hear and determine discovery or pre-arbitration procedural matters ~~or motions~~.

Rule 3.3. Assignment of Arbitrators

(A) Arbitrator Selection. ~~Each court shall maintain a listing of lawyers engaged in the practice of law in the State of Indiana who are willing to serve as arbitrators. Upon assignment of a case to arbitration, the plaintiff and the defendant shall, pursuant to their stipulation, select one or more arbitrators from the court listing or the listing of another court in the state parties may select their own arbitrator within fifteen (15) days following assignment subject to approval of the court. If the parties are unable to agree on the arbitrator that the case should be presented to one arbitrator and the parties do not agree on the arbitrator, then,~~ the court shall designate three (3) arbitrators for alternate striking by each side with five (5) days allowed for each side sequentially for striking. The party initiating the lawsuit shall strike first. If the parties agree to an arbitration panel, it shall be limited to three (3) persons. If the parties fail to agree on who should serve as members of the panel, then each side shall select one arbitrator and the court shall select a third. ~~When there is more than one arbitrator, t~~he arbitrators shall select among themselves a Chair of the arbitration panel.

(B) Arbitrator Compensation. Unless otherwise agreed ~~between among~~ the parties, and the arbitrator(s) selected under this provision, the Court shall set the rate of compensation for the arbitrator(s). Unless otherwise agreed, Costs costs of arbitration ~~are to shall~~ be divided equally ~~between among~~ the parties and paid within thirty (30) days after terminating the arbitration ~~evaluation~~, regardless of the outcome.

(C) Refusal to Serve. Any arbitrator selected may refuse to serve without showing cause for such refusal.

Rule 3.4. Arbitration Procedure

(A) Notice of Hearing. Upon accepting the appointment to serve, the arbitrator or the Chair of an arbitration panel shall meet with ~~all the parties or their~~ attorneys of record to set a time and place for an arbitration hearing. (Courts are encouraged to provide the use of facilities on a regular basis during times when use is not anticipated, i.e. jury deliberation room every Friday morning.)

(B) Submission of Materials. Unless otherwise agreed, a listing of witnesses and documentary evidence~~all documents the parties desire~~ to be considered in the arbitration process shall be filed with the arbitrator or Chair and exchanged among the parties and all attorneys of record no later than fifteen (15) days prior to any arbitration hearing~~relating to the matters set forth in the submission. The listing of witnesses and documentary evidence shall be binding upon the parties for the purposes of the arbitration hearing only. The listing of witnesses shall designate those to be called in person, by deposition and/or by written report.~~ Documents may include medical records, bills, records, photographs, and other material supporting the claim of a party. ~~In the event of binding arbitration, any party may object to the admissibility of these documentary matters under traditional rules of evidence; however, the parties are encouraged to waive such objections and, unless objection is filed at least five (5) days prior to hearing, objections shall be deemed waived.~~ In addition, no later than five (5) days prior to hearing, each party may file with the arbitrator or Chair a pre-arbitration brief setting forth factual and legal positions as to the issues being arbitrated; if filed, pre-arbitration briefs shall be served upon the opposing party or parties, or their attorneys if the parties are represented. The parties may ~~in their Arbitration Agreement~~ agree to alter the filing deadlines. ~~They are encouraged to use the provisions of Indiana's Arbitration Act (IC 34-57-1-1 et seq.) and the Uniform Arbitration Act (IC 34-57-2-1 et seq.) to the extent possible and appropriate under the circumstances.~~

(C) Discovery. Rules of discovery shall apply. ~~Thirty (30) days before an arbitration hearing, each party shall file a listing of witnesses and documentary evidence to be considered. The listing of witnesses and documentary evidence shall be binding upon the parties for purposes of the arbitration hearing only. The listing of witnesses shall designate those to be called in person, by deposition and/or by written report.~~

(D) Hearing. Traditional rules of evidence ~~need shall~~ not apply to the arbitration process unless agreed to by the parties or otherwise ordered by the court with regard to the presentation of testimony. As permitted by the arbitrator(s) ~~or arbitrators,~~ witnesses may be called and evidence presented. ~~The parties or their attorneys~~ Attorneys may make oral presentation of the facts supporting a party's position and arbitrators are permitted to engage in critical questioning or dialogue with representatives of the parties. ~~In this presentation, the representatives of the respective parties~~ Attorneys must be able to substantiate their statements or representations to the arbitrator or arbitrators as required by the Rules of Professional Conduct. The parties may be permitted to demonstrate scars, disfigurement, or other evidence of physical disability. Non-binding arbitration shall be closed to all persons other than the parties of record, their legal representatives, witnesses and other persons invited or permitted by the arbitrator (collectively "participants"). ~~Arbitration proceedings shall not be open to the public.~~

(E) Confidentiality Admissibility in Subsequent Proceedings. Arbitration proceedings shall be considered as settlement negotiations as governed by Ind. Evidence Rule 408. For purposes of reference, Evid.R. 408 provides as follows:

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(F) Arbitration Determination. ~~Unless otherwise agreed, W~~within twenty (20) days after the arbitration hearing, the arbitrator or Chair shall file a written determination of the arbitration proceeding in the pending litigation and serve a copy of this determination on all parties, or their attorneys, if represented, participating in the arbitration. ~~If the parties had submitted this matter to binding arbitration on all issues, the court shall enter judgment on the determination. If the parties had submitted this matter to binding arbitration on fewer than all issues, the court shall accept the determination as a joint stipulation by the parties and proceed with the litigation. If the parties had submitted the matter to nonbinding arbitration on any or all issues, they~~The parties shall have twenty (20) days from the filing of the written determination to affirmatively reject in writing the arbitration determination. If ~~a nonbinding arbitration~~the determination is not rejected by any of the parties, the determination shall be entered as ~~the a~~ judgment or accepted as a joint stipulation as appropriate. In ~~the such~~ event ~~a nonbinding arbitration determination is rejected,~~ all records of the arbitration hearing, including documentary evidence, briefs, or other materials shall be furnished to the court and included in the case file. In the event the determination is rejected, either by the parties or by the court, all materials furnished by the parties to the arbitrator(s) will be returned to the parties and the determination and all acceptances and rejections shall be sealed and placed in the case file. Notwithstanding the other provisions of this Rule 3, in matters involving the care, support, and/or assets of children or incapacitated adults, arbitration agreements put in writing and signed by all participants may be binding on the participants, but are only enforceable after review and approval by the appropriate court that would have jurisdiction over the care, support, and/or assets of the children or incapacitated adults.

Rule 3.5. Sanctions

Upon motion by either party or upon recommendation by the arbitrator(s) and a hearing, the court may impose sanctions against any party or attorney who fails to comply with the arbitration rules, limited to the assessment of arbitration costs and/or attorney fees relevant to the arbitration process.

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Rule 7.3. Disclosure and Other Communications

(A) A neutral has a continuing duty to communicate with the parties and their attorneys as follows:

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- (2) describe the applicable ADR process or, when multiple processes are contemplated, each of the processes, including the possibility in non-binding processes that the neutral may conduct private sessions;

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Rule 8.6. Settlement Agreement.

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(B) Notwithstanding the other provisions of this Rule 8, in matters involving the care, support, and/or ~~support-assets~~ of children or incapacitated adults, mediated agreements put in writing and signed by all participants may be binding on the participants, but are only enforceable after review and approval by the appropriate court that would have jurisdiction over the care, support, and/or ~~support-assets~~ of the children or incapacitated adults.