NAM (National Arbitration and Mediation) Employment Rules and Procedures 990 Stewart Avenue, First Floor Garden City, NY 11530

Telephone: 1-800-358-2550 Fax: 516-794-8971

## NAM EMPLOYMENT RULES AND PROCEDURES DEMAND FOR ARBITRATION/ARBITRATION REQUEST FORM FOR EMPLOYERS

EMPLOYER (CLAIMANT) 1	<u>NFORMATION</u>	
Name(s):		
*Contact Person or Counsel:		
Address:		
Phone:		
Fax:		
Email Address:		
Name(s): Social Security #:		
*Contact Person or Counsel:		
Address:		
Phone:		 
Email Address:		
Fax:		
*if applicable		

RESPONDENT(S): Please take notice that pursuant to NAM's Employment Rules and Procedures which provide for Arbitrations of disputes arising there under, the Claimant identified above hereby demands Arbitration of a claim against you. These Rules and Procedures shall apply to all matters referred to NAM as a result of a pre-dispute Arbitration contract provision entered into by mutual agreement between the parties. You have twenty-one (21) days to serve the Claimant and NAM with a Reply to this Demand for Arbitration/Arbitration Request Form by messenger service, overnight delivery service by a nationally recognized courier company or by certified mail. If you do not serve the Claimant and NAM with a Reply within 21 days of service of this Notice, the Arbitrator may enter an award against you.

This matter is to be resolved by arbitration. Such arbitration is to be conducted as an oral, in-person arbitration, subject to the terms of the underlying contract between the parties or the determination of the Arbitrator.

\*The cost of the Arbitration is as follows: When the arbitration demand is initiated by the Employer, the Employer shall be responsible for all arbitration fees relating to the filing, administration and hearing of this matter. The filing fee (such fee is currently \$335) and the administrative fee (such fee is currently \$1,750) shall be sent to NAM by the Employer with the completed Demand for Arbitration/Arbitration Request Form. NAM's Fees and Costs for Employment Disputes Schedule is a part of this agreement. ALL FEES ARE SUBJECT TO ADJUSTMENT ANNUALLY AS OF JULY 1<sup>ST</sup> OF EACH YEAR.



## **EMPLOYER SECTION:**

Please fill out the information request	ted below.
Position of Employee:	
Status: (full or part time)	
Date of Hire:	Date of Incident:
Location of Employment:	
CLAIM & RELIEF SOUGHT: (PLEASE	E DESCRIBE & ATTACH ADDITIONAL SHEETS IF NECESSARY)
Claimant (Employer) asserts the following applicable):	ing claim and seeks the following relief (include amount in controversy, i



Demand for Arbitration/Arbitration Request Form for Employers (Employment Dispute Resolution)	1/13/2025
Please include the names of witnesses to this matter, as applicable:	
Please state how you would like your dispute to be resolved. Please attach additional sheets if necessary	·.

If the Employer will be represented by an attorney, please identify that person and his/her firm in the Employer (Claimant) Information space on the first page of this form.

The Employer hereby submits the above-described dispute for Arbitration. The Employer agrees that the decision and award of the Arbitrator will be final and binding as to all claims relating to our employment relationship with the Employee that have been or could have been raised under our Arbitration Agreement with the Employee. The Employer understands that it/he/she is responsible for all NAM fees relating to the filing, administration and hearing of this matter. In the event the Employee does not pay fees billed to him/her by NAM (if any), the Employer agrees to pay same to NAM. The Employer also understands the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.



EMPLOYER by: (signature)	
Name:	
Title:	
EMPLOYEE SECTION: REPLY TO DEMAN	ND FOR ARBITRATION/ARBITRATION REQUEST FORM
The Employee hereby responds to the dema provide a response herein and attach any evid	and made by the Employer as follows (the Employee should dence to support such position):
If you will be represented by an attorney, please i	dentify that person and his/her firm and their contact info below:
I hereby submit my response to the above-descr	ibed dispute for Arbitration. I agree that the decision and award of

the Arbitrator will be final and binding as to all claims relating to my employment relationship with the Employer that have been or could have been raised under the Arbitration Agreement with the Employer. I understand that I am



Demand for Arbitration/Arbitration Request Form for Employers (I responsible for the fees billed to me by NAM, if any. that I am responsible for the fees of my own attorned also understand the following: (a) neither NAM, not or Mediators shall be liable for any act or omission these Rules or any other rules of procedure mutual Directors, employees, representatives, Arbitrators of resolution or judicial proceeding and may not be of agree not to make any claims against NAM for dam remedy against NAM, its employees, arbitrators/not release of the Arbitrator's award, or any decision of parties have been paid.	Additionally, unless the Arbitrator rules other ey, should I retain one, subject to the limitation or its Officers, Directors, employees, represe in connection with any arbitration or mediately agreed upon by the parties; (b) neither NA or Mediators is a necessary party in any further called to testify at any subsequent proceeding hage, loss or injury and hereby waive any cau mediators, agents, etc. (d) NAM reserves the	ons in these Rules. I entatives, Arbitrators ion conducted under AM, nor its Officers, er alternative dispute ag and (c) the parties se of action or other the right to withhold
EMPLOYEE by: (signature)		
Name:	Date/	-
The parties are hereby notified that the Employer had Arbitration/Arbitration Request Form at NAM's had	1	and this Demand for
Either party may contact the NAM Employment Avenue, First Floor, Garden City, New York 11530 or NAM's Employment Rules and Procedures or to	or by telephone with questions regarding the	
Contact the NAM Administrator,		at



1-800-358-2550 ext. \_\_\_\_\_\_.