



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  
 www.namadr.com

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

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EMPLOYER (CLAIMANT) INFORMATION

Name(s): \_\_\_\_\_  
 \*Contact Person or Counsel: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

EMPLOYEE (RESPONDENT) INFORMATION

Name(s): \_\_\_\_\_  
 Social Security #: \_\_\_\_\_  
 \*Contact Person or Counsel: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Fax: \_\_\_\_\_

\*if applicable

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**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.**

\*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 \$300) and the administrative fee (such fee is currently \$1,150) 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.**



Please include the names of witnesses to this matter, as applicable:

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Please state how you would like your dispute to be resolved. Please attach additional sheets if necessary.

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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: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**EMPLOYEE SECTION: REPLY TO DEMAND FOR ARBITRATION/ARBITRATION REQUEST FORM**

**The Employee hereby responds to the demand made by the Employer as follows (the Employee should provide a response herein and attach any evidence to support such position):**

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If you will be represented by an attorney, please identify that person and his/her firm and their contact info below:

\_\_\_\_\_  
I hereby submit my response to the above-described 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

responsible for the fees billed to me by NAM, if any. Additionally, unless the Arbitrator rules otherwise, I acknowledge that I am responsible for the fees of my own attorney, should I retain one, subject to the limitations in these Rules. I also understand 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.

\_\_\_\_\_  
**EMPLOYEE by: (signature)**

Name: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

The parties are hereby notified that the Employer has filed copies of the Arbitration Agreement and this Demand for Arbitration/Arbitration Request Form at NAM's headquarters.

Either party may contact the NAM Employment Administrator indicated below in writing at NAM, 990 Stewart Avenue, First Floor, Garden City, New York 11530 or by telephone with questions regarding the Arbitration process or NAM's Employment Rules and Procedures or to request a copy thereof.

Contact the NAM Administrator, \_\_\_\_\_ at

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