

Resolve a dispute with J. BRIAN PHILLIPS, P.A. mandatory and binding arbitration

## Details

Here at J. BRIAN PHILLIPS, P.A. ("J. BRIAN PHILLIPS, P.A."), we remain committed to customer satisfaction. Part of that commitment is ensuring that any dispute a customer may have is resolved in a fair, effective, and efficient manner.

Most of the time that you have a concern about a bill or our service, that concern can be resolved quickly and to your satisfaction by **emailing me** or calling **407-237-0192 at J. BRIAN PHILLIPS, P.A.** If you're still not satisfied, you may have your dispute resolved through binding arbitration before the American Arbitration Association ("AAA"). Alternatively, you may file an action in Small Claims Court.

This document provides additional information on dispute resolution. Former J. BRIAN PHILLIPS, P.A. customers as well as former customers of J. BRIAN PHILLIPS, P.A.'s predecessors are entitled to have any dispute resolved under J. BRIAN PHILLIPS, P.A.'s current arbitration provision.

A. If you have a Dispute (as defined below) with J. Brian Phillips, P.A. in connection with this User Agreement that cannot be resolved, you or we may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

B. As used in this Provision, the term "Dispute" means any dispute, claim or controversy between you and J. Brian Phillips, P.A. regarding any aspect of your relationship with J. Brian Phillips, P.A. that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory.

C. **Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS USER AGREEMENT. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS AND ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH J. BRIAN PHILLIPS, P.A. OR THE DELIVERY OF SERVICES TO YOU BY J. BRIAN PHILLIPS, P.A.. IF YOU HAVE PREVIOUSLY NOTIFIED BRIGHT**

## HOUSE NETWORKS OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

### **Arbitration defined**

Arbitration is a process, not unlike court (but much less formal). It uses a neutral arbitrator instead of a judge or jury to hear evidence and issue a decision, known as an "award." This award is generally final and binding on the parties in the case. In addition, arbitration has more limited discovery than in court, and is subject to very limited review by courts.

Arbitration hearings are typically brief. For claims of \$10,000 or less, you may choose whether the hearing takes place in person, by telephone, or solely on the basis of documents submitted to the arbitrator. (If you choose an in-person hearing, it will take place in the county/parish of your billing address.) You may retain an attorney to represent you in arbitration if you choose.

Arbitration under J. BRIAN PHILLIPS, P.A.'s arbitration provision will take place on an individual basis. The arbitrator can't consolidate the claims of more than one person or proceed on a class-wide basis. But arbitration doesn't affect the substance of your legal claims; arbitrators can award the same damages and relief that a court can award.

Arbitrations under J. BRIAN PHILLIPS, P.A.'s arbitration provision will be administered by the American Arbitration Association (AAA), a leading non-profit arbitration provider. The arbitration will use the AAA's Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes as modified by J. BRIAN PHILLIPS, P.A.'s arbitration provision to make arbitration less expensive and more convenient for our customers. Because the AAA may update those rules from time to time, and because the applicable rules for any particular arbitration will be the ones in force at the time, please check the Government & Consumer section on AAA's website to see the latest version.

If you retained an attorney, he or she may help you answer any further questions you might have about arbitration.

### **Arbitrating a claim**

You can arbitrate a claim against J. BRIAN PHILLIPS, P.A. by taking the following steps:

1. **Mail A Notice Of Dispute to J. BRIAN PHILLIPS, P.A.'s Legal Department.** Before beginning an arbitration against J. BRIAN PHILLIPS, P.A., you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. Please write us a letter briefly explaining the dispute and identifying the specific relief that you'd like. Please provide as much information as you think would be helpful, including dates and specific amounts of money, if possible. Please also include the account holder's name, the account number, the mobile telephone number, and an alternate telephone number at which you may be reached during business hours. For your convenience, you may download a [Notice of Dispute \[PDF, 181KB\]](#). Once you have written the letter or filled out the Notice, please send it to us by **certified mail** at General Counsel, J. BRIAN PHILLIPS, P.A. P.O. Box 621176, Orlando, Florida 32862-1176. Please be sure to keep a copy of the letter or Notice for your records.
2. **Wait 30 Days To See Whether The Dispute Can Be Resolved Without Arbitration.** If we haven't been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute you may start arbitration proceedings. Please be sure to retain a copy of any written settlement offers that we make, but note that the amount of any settlement offer that you or we make must not be shown to the arbitrator until after the arbitrator has resolved the merits of your claim.
3. **Complete A Demand For Arbitration.** You can begin the arbitration by submitting a Demand for Arbitration, which is a statement containing basic information about the dispute: (a) the names, addresses and phone numbers of the parties involved (you and J. BRIAN PHILLIPS, P.A., in most cases); (b) a description of the dispute; (c) and a short statement of the relief you are seeking. The AAA provides a [Demand for Arbitration form \[PDF\]](#) on its website. (There is a [separate form for California residents \[PDF\]](#), also available on the AAA's website.) As an alternative, you may download an [Arbitration Initiation Form \[PDF, 185KB\]](#) that we created for our customers. You don't have to use this form, but it includes spaces for all the necessary information.
4. **Send Us A Copy of Your Demand for Arbitration.** Complete the Demand for Arbitration and make at least **four (4)** copies. Keep one copy for your records. Send one copy to us at General Counsel, J. BRIAN PHILLIPS, P.A. P.O. Box 621176, Orlando, Florida 32862-1176.
5. **Submit Two Copies Of Your Demand To The AAA.** Send the final two copies of the Demand for Arbitration to the AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Please be sure to include

(1) a copy of J. BRIAN PHILLIPS, P.A.'s arbitration provision (you may obtain a copy from our website); and (2) the appropriate AAA filing fee. We'll promptly reimburse you this amount when we receive a copy of your Demand for Arbitration, unless your claim is for greater than \$75,000. The filing fee is currently \$200, but the AAA may change the amount of the fee. You may obtain the amount of the fee by consulting the AAA's rules. Those rules may be obtained by visiting the Government & Consumer section on AAA's website, or by calling the AAA at **800.778.7879**. If you're unable to pay the AAA's filing fee, please inform us by writing a letter to the above address and we'll arrange to pay it directly if your claims are for less than \$75,000. Alternatively, the AAA has a file online option, AAA WebFile. You may obtain more information about [AAA WebFile](#) on AAA's website. Because the AAA may change its filing procedures, please confirm them by either calling the AAA at **800.778.7879** or visiting the AAA's website. The AAA may change this information; please confirm it by calling the AAA at **800.778.7879** or visiting the Government & Consumer section on AAA's website.

6. **Case Manager Assignment.** Once the AAA receives your Demand for Arbitration, the AAA will assign your case to a Case Manager. The Case Manager will then send us both a confirmation letter and give J. BRIAN PHILLIPS, P.A. 10 days to respond to your Demand.
7. **Appointment Of Arbitrator.** If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify us both of that arbitrator's name and qualifications. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will tell both you and us. If either you or we object to the AAA's choice of arbitrator, we'll have seven days to inform the AAA. Note that all arbitrators must swear an oath for each case promising to be impartial and to abide by the [AAA's Code of Ethics for Arbitrators in Commercial Disputes \[PDF\]](#). A copy of that Code may be obtained from the [AAA's website](#).
8. **Choose The Kind Of Hearing You Would Like.** Unless you and we agree to have any arbitration hearings somewhere else, they'll take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, you may choose whether any hearings are conducted in person or by telephone. Alternatively, you may choose to proceed by a "desk" arbitration, which doesn't involve an interactive hearing. Instead, the arbitrator resolves the dispute solely on the basis of the documents that you and we submit. Once the AAA has commenced the arbitration, you have 10 days to inform the AAA of your choice of hearing. If you don't make a choice, the AAA will assume that you want a desk arbitration. If your claim exceeds \$10,000, the

right to a hearing will be determined by the AAA rules. Those rules currently provide for an in-person hearing if the consumer's claim exceeds \$10,000, but you and we may agree whether that hearing is in person or by telephone, or whether to instead proceed with a desk arbitration.

9. **Arbitrator's Decision.** Within 14 days from the conclusion of the in-person or telephone hearing or from the submission of all written evidence to the arbitrator if you chose a desk arbitration, the arbitrator will render a written decision. That decision will include the essential findings and conclusions upon which the arbitrator based his or her award.
10. **The Alternative Payment.** If the arbitrator grants you relief that exceeds J. BRIAN PHILLIPS, P.A.'s last written settlement offer before the arbitrator is appointed, then J. BRIAN PHILLIPS, P.A. will pay you the amount of the award, or \$10,000, whichever is greater. If J. BRIAN PHILLIPS, P.A. didn't make a written offer to settle the dispute, you will be entitled to receive this alternative payment if the arbitrator awards you any relief at all on the merits.
11. **Your Attorney's Premium.** If you're entitled to the alternative payment, then J. BRIAN PHILLIPS, P.A. will also pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrued for investigating, preparing, and pursuing your claim in arbitration. Even if you're not entitled to this attorney premium, J. BRIAN PHILLIPS, P.A. will reimburse you for your reasonable attorneys' fees and expenses if it is required to do so under applicable law. But you may not receive both the attorney premium and an award of attorneys' fees under a statute. Instead, you'll receive the greater amount. J. BRIAN PHILLIPS, P.A. won't attempt to collect from you the attorneys' fees it incurs in arbitration even when permitted to do so under applicable law.
12. **Arbitration Costs In Frivolous Cases.** If the arbitrator not only rules against you, but also rules that either the substance of your claim or the relief you requested in your Demand for Arbitration was either frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then responsibility for the costs of arbitration will be set by the AAA's rules. For frivolous cases in which your demand is \$10,000 or less, your share of the costs is currently limited to \$200, though the AAA may change that amount. If the arbitrator makes this determination, you may be required to reimburse J. BRIAN PHILLIPS, P.A. for paying your share of the arbitration costs.

**13. Arbitration Costs for Claims Exceeding \$75,000.** If you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of AAA filing, administration, and arbitrator fees will be governed by the AAA rules. Those rules may be downloaded from the [Government & Consumer section](#) on AAA's website. If J. BRIAN PHILLIPS, P.A. initiates the arbitration, it'll pay these costs regardless of the amount of its claim.

**Arbitration-related information about J. BRIAN PHILLIPS, P.A.**

These statements below address common questions regarding the Arbitration Program Administered by the American Arbitration Association.

These statements were prepared in consultation with and approved by the American Arbitration Association.

**What is arbitration?**

Arbitration is a process, not unlike court (but much less formal), where an independent neutral person hears evidence and issues a decision, known as an "award." This award is generally final and binding on the parties in the case.

**What is the American Arbitration Association and what role does it play?**

The American Arbitration Association (AAA) is a not-for-profit, public service organization committed to the resolution of disputes through the use of arbitration, mediation and other voluntary procedures. Every year, more than 200,000 disputes are resolved by the Association in a range of areas including finance, construction, labor and employment, insurance and technology. The AAA has 30 offices in the United States and Europe.

As an administrative agency, the AAA processes a case from filing to closing, appointing arbitrators, setting hearings, transmitting documents and scheduling conference calls. The goal is to keep cases moving in a fair and impartial process until completion.

**What kinds of disputes are covered by the J. BRIAN PHILLIPS, P.A. Arbitration Program?**

The arbitration clause in the contract between you and J. BRIAN PHILLIPS, P.A. explains what kinds of disputes are covered. The AAA also applies its Supplementary Procedures for Consumer-Related Disputes to disputes between you and J. BRIAN PHILLIPS, P.A.. The AAA will have the discretion to apply or not to

apply the Supplementary Procedures and the parties will be able to bring any disputes concerning the application or non-application to the attention of the arbitrator. Consumers are not prohibited from seeking relief in a small claims court for disputes or claims within the scope of its jurisdiction, even in consumer arbitration cases filed by the business.

### **Who are the arbitrators?**

Arbitrators are the independent third parties who hear the evidence and decide the outcomes of cases. They are independent contractors and not employees of the AAA or of J. BRIAN PHILLIPS, P.A.. Arbitrators are carefully selected for their expertise and trained extensively by the AAA. In consumer cases, the AAA will appoint an arbitrator who is an attorney, unless the parties agree otherwise for example, on a case in which there are many financial records, the parties may agree to use an arbitrator who is an accountant instead of an attorney.

### **If the contract says I have to arbitrate my dispute, does that mean I can't go to court?**

The AAA's Consumer Due Process Protocol gives either you or J. BRIAN PHILLIPS, P.A. the option of going to small claims court if the amount of money you are seeking falls within the limits set for small claims courts in the state in which you live or operate.

### **Do I have to hire an attorney?**

Either you or J. BRIAN PHILLIPS, P.A. may be represented by an attorney. However, there is no requirement that you have an attorney to participate in arbitration.

### **Where can I find more information about arbitration?**

You can review other arbitration information on the AAA's website.

### **Why has the AAA developed the Supplementary Procedures for Consumer-Related Disputes?**

The AAA developed the Supplementary Procedures for Consumer-Related Disputes to provide a low-cost, streamlined process to resolve disputes between consumers and businesses whose contracts contain a standardized arbitration clause where those terms and conditions are non-negotiable or primarily non-negotiable in most

or all of its terms, conditions, features, choices. The Supplementary Procedures are also intended to reinforce the principles of the Consumer Due Process Protocol.

### **What is the Consumer Due Process Protocol?**

The Consumer Due Process Protocol (Protocol) is a statement of principles and standards aimed at promoting fair procedures that protect consumers in arbitrations. The protocol was developed to address a wide range of consumer transactions - those involving the purchase or lease of goods or services for personal, family or household use. A complete copy of the Protocol can be found on the AAA's website.

### **What if I am having problems with J. BRIAN PHILLIPS, P.A.? Will the AAA help me before I file for arbitration?**

No. The AAA is a neutral administrative agency and cannot act on behalf of either the consumer or J. BRIAN PHILLIPS, P.A., or become involved in a dispute before the filing of a case. If you are attempting to resolve a problem with J. BRIAN PHILLIPS, P.A., you should contact them directly or seek the assistance of a consumer advocacy group.

### **Where can I file my claim?**

AAA's administrative services are available through the Association's AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Address information can be found on the AAA's website at [www.adr.org](http://www.adr.org). In-person hearings, if any are needed, can be held at any location convenient to the parties. Alternatively, the AAA has a file online option, AAA WebFile. You may obtain more information [about AAA WebFile](#) on AAA's website.

### **How do I file my claim?**

To begin the process, either your or J. BRIAN PHILLIPS, P.A. can use the Demand for Arbitration form found on the AAA's website. Send the completed form, along with a copy of the arbitration provision in your contract, and the appropriate filing fees and/or deposits to the AAA. The AAA will notify J. BRIAN PHILLIPS, P.A., advising them that the AAA has received a consumer case under these supplementary procedures. Alternatively, the AAA has a file online option, AAA WebFile. You may obtain more information [about AAA WebFile](#) on AAA's website.

**Can J. BRIAN PHILLIPS, P.A. file for arbitration against a consumer?**

Yes. Either you or J. BRIAN PHILLIPS, P.A. can start an arbitration proceeding.

**Can I have a hearing?**

Many consumer disputes can be resolved simply through the review of documents. However you may request a hearing. This request should be made no later than ten days after the AAA has initiated the case. You can request either a telephone hearing or an in-person hearing.

**Is Mediation available?**

Mediation is available to assist parties in resolving their disputes. If the parties want to use mediation, they may do so under the Association's Commercial Mediation Rules.

In mediation, an impartial person (the mediator) helps the parties to try and settle their dispute by reaching an agreement together. A mediator does not arbitrate or decide the outcome.

Content reflects instructions for devices and services from J. BRIAN PHILLIPS, P.A.. Some differences may exist for devices not purchased from J. BRIAN PHILLIPS, P.A..