

CPR Due Process Protections

Where CPR is prima facie satisfied that a dispute relates to a contract between a **consumer** and a person or organization (the **“Other Party”**) and that the Other Party presented the consumer with a “take-it-or-leave-it” arbitration provision that governs the dispute, CPR will administer the arbitration only if CPR is prima facie satisfied that the Due Process Protections for the consumer as set out below are met. If these protections are not met at the time of entry into the contract, CPR will administer the arbitration, only if the Other Party agrees in writing to provide the protections at the time the arbitration is commenced.

A **consumer** is a person who seeks, buys, or leases any goods or services for personal, family or household use. These can include financial services such as credit cards and loans, insurance and other goods and services.

Consumer also includes

(a) employees,

(b) applicants for employment, and

(c) independent contractors or individuals otherwise contracted to perform work or provide services for the Other Party if the dispute relates to such work or the individual’s status as an employee or independent contractor.

The Due Process Protections are:

1. The consumer shall not be required to pay arbitration costs in an amount greater than the court fee required to file an action in a court of competent jurisdiction at the place of arbitration, or if none is specified, in the county of the consumer’s primary place of residence.
2. The arbitrator may award any remedy available under applicable law.
3. To the extent specified in the applicable CPR rules, procedures, or protocols for arbitration, the consumer shall have the right to nominate any person(s) for consideration as an arbitrator.
4. The consumer shall be allowed to obtain discovery from the Other Party, as determined by the arbitrator.
5. The consumer and the Other Party shall have the right to representation by a person of their choice.

6. Unless the case is resolved or disposed of pre-hearing by the arbitrator pursuant to CPR rules, procedures or protocols for arbitration, the consumer shall have the right to a hearing, either virtually or in-person, and if in-person, the consumer shall have a right to a hearing within 50 miles of the consumer's primary place of residence. If virtual, the arbitrator shall be able to ensure that there is no material impairment of the ability of either party to present its case and/or defense fairly.

7. The arbitrator shall issue a written, reasoned award.