

CPR Due Process Protections

Except where a court orders otherwise, where a dispute relates to a contract between a **consumer** and a person or organization and where the person or organization presented the arbitration contract that governs the dispute to the consumer on a take-it-or-leave-it basis, CPR will administer the case only if certain protections are in place for the consumer. These protections are set out below. If these protections are not included in the contract, the person or organization can also agree in writing to provide them at the time of the dispute. 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) individuals who may be called “independent contractors” by the person or organization receiving services from the consumer if the dispute is about or relates to the work (or payment for the work) that the individual performs or would perform or the individual’s status as an employee or independent contractor.** Subject to any governing laws, CPR will have the discretion to make the decision about the application of the protections to the matter. And, CPR’s decision can also be reviewed by the arbitrator(s). Ordinarily, CPR will not administer a consumer dispute unless the following Due Process Protections are in place:

1. The consumer is required to pay as costs of arbitration no more than the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration, or if none is specified, the county where the person perform(ed)(s) his or her services.
2. The arbitrator may award any remedy available under statute or otherwise in a court of competent jurisdiction.
3. The employee/consumer and employer shall have the right to nominate any person(s) for consideration as an arbitrator.
4. The employee/consumer and employer shall have adequate access to relevant information through a discovery or exchange of information process.
5. The employee/consumer and employer shall have the right to representation by counsel of choice.
6. The employee/consumer shall have the right to a hearing within 50 miles of employee/consumer's hometown.
7. The arbitrator shall issue a written, reasoned award.