

# ARBITRATION TRAINING AND CERTIFICATION IN PERSONAL INJURY 2022

## DSBA WEBINAR VIA ZOOM

SPONSORED BY THE DELAWARE STATE BAR ASSOCIATION

THURSDAY, MAY 26, 2022 | 10:00 A.M. TO 12:00 P.M.

2.0 Hours of CLE credit including 0.5 in Enhanced Ethics  
for Delaware and Pennsylvania Attorneys

### ABOUT THE PROGRAM

Attorneys who wish to be certified by DSBA as a Personal Injury Law Arbitrator should take this course, along with the General Arbitration Training course (offered February 10, 2022). Experienced arbitrators in these areas of law will provide attendees with wisdom and insight as to the best practices for handling a personal injury arbitration.

### SPEAKERS

Meghan Butters Houser, Esquire  
*Weiss, Saville & Houser, P.A.*

Catherine M. Cramer, Esquire  
*Baird Mandalas Brockstedt, LLC*

Samuel D. Pratcher III, Esquire  
*Pratcher Krayler LLC*

Erin K. Radulski, Esquire  
*Law Office of Dawn L. Becker*

GEICO Staff Counsel

Kathleen M. Vavala, Esquire  
*Office of Disciplinary Counsel*



Visit <https://www.dsba.org/event/arbitration-training-and-certification-in-personal-injury-2022/> for all the DSBA CLE seminar policies.

*Please note that the attached materials are supplied by the speakers and presenters  
and are current as of the date of this posting.*

# Speakers

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*Office of Disciplinary Counsel*

## **MEGHAN BUTTERS HOUSER**

Ms. Houser is a Director at the law firm of Weiss, Saville & Houser, P.A. She joined the firm in 2010 and practices in the areas of plaintiff's civil litigation, personal injury, and workers' compensation. She was admitted to practice law before the Delaware Supreme Court in 2010, the U.S. District Court for the District of Delaware in 2011 and the United States Supreme Court in 2017. Ms. Houser graduated summa cum laude from Canisius College in 2007 with a B.A. in History and Political Science. She received her J.D. from Villanova University School of Law in 2010.

Ms. Houser has been a member of the Delaware Trial Lawyers Association since 2010 and is currently serving as Immediate Past President. Additionally, Ms. Houser is a member of the Randy J. Holland Workers' Compensation Inn of Court where she serves as Co-chair of the Service Committee. Ms. Houser has also volunteered with the Combined Campaign for Justice since 2011, participated in the first annual Law Day in 2012, and presented the End Distracted Driving program at two Delaware high schools.

Since 2010, Ms. Houser has served as an active member of the Delaware State Bar Association, and has recently served as Chair of the Workers' Compensation Section. Ms. Houser is also a member of the Women & the Law section and previously served as a member of the DSBA's Nominating Committee. Ms. Houser is also a member of the American Bar Association and the American Association for Justice.

## **CATHERINE CRAMER**

Ms. Cramer is an attorney at the law firm of Baird, Mandalas and Brockstedt, LLC. She is admitted to practice in the State of Delaware, the District Court of Delaware, the State of New Jersey and the Commonwealth of Pennsylvania. Ms. Cramer graduated cum laude from Fordham University in 2009 with a B.A. in English and Communications. She received her J.D., and a Certificate in Trial Advocacy from Temple University Beasley School of Law in 2013.

Ms. Cramer has litigated, tried, and arbitrated multiple matters in personal injury cases, including binding arbitration, non-binding arbitrations, and arbitrations pursuant to Rule 16.1. Ms. Cramer was selected by Delaware Magazine as a Top Attorney in the practice area of Personal Injury in 2021, and Super Lawyer Rising Star in 2022. Ms. Cramer previously served as Chair, and Vice Chair of the Delaware Torts and Insurance Section. She is a member of the Delaware Trial Lawyers Association.

Ms. Cramer has served as a volunteer mock trial coach for 10 years, coaching Girard College in Philadelphia, Pennsylvania and subsequently A.I. duPont High School in Wilmington, Delaware. Ms. Cramer has also acted as an adjunct professor in the Advanced Trial Advocacy Program at Temple University Beasley School of Law, and coached Temple's National Trial team.

Samuel D. Pratcher, III is a partner at Pratcher Krayner, LLC. Samuel was born in Wilmington, Delaware and graduated from Salesianum High School. He graduated *with honors* from Hampton University in 2005 with a Bachelor of Science degree in Political Science. In 2009, he received his law degree from Thomas M. Cooley School of Law. While in law school, Samuel served as judicial extern to the Honorable Joseph J. Farnan, Jr., in the United States District Court of Delaware. He gained valuable experience researching and writing court opinions on civil rights and employment law matters.

After law school, Samuel completed a year clerkship with The Honorable Charles H. Toliver, IV of the Superior Court of the State of Delaware. As a law clerk, he conducted research and assisted in writing court opinions in business litigation, personal injury and criminal law matters.

Attorney Pratcher has received recognition from his peers as a top personal injury lawyer in the State of Delaware (Delaware Today Magazine, Top Lawyer 2013, 2016, 2019-2021). Attorney Pratcher has gained national recognition from National Academy of Personal Injury Attorneys (NAPIA) in being selected as a Top 10 personal injury attorney in Delaware in 2013, 2016 - 2022. Super Lawyers selected Mr. Pratcher as a 2017 and 2018 Rising Star in the practice of law for the State of Delaware. No more than 2.5% of Delaware attorneys are selected for this honor. Super Lawyers selected Mr. Pratcher as a top personal injury attorney in 2021 and 2022.

Mr. Pratcher is admitted to practice in Delaware, New Jersey, the United States District Court of Delaware, and the Supreme Court of the United States of America.

### **Professional Associations and Memberships**

- Randy J. Holland Delaware Workers' Compensation American Inn of Court
- Torts and Insurance Section of Delaware State Bar Association, Chair 2013-2016
- The American Association of Justice, Leaders Forum
- Delaware State Bar Association, Multicultural Judges and Lawyers Section
- Delaware Trial Lawyers Association, Board of Directors 2015-Present
- Vice President, New Castle County Small Firm & Solo Practitioner Chair, Executive Committee of DSBA (2016-21)
- Delaware Trial Lawyers Association, Minority Caucus Representative to The American Association of Justice

### **Recognition**

- DSBA, Community Service Award 2020
- The National Black Lawyers, Top 40 Under 40 (2017-2022)
- Super Lawyers, Rising Star Award (Delaware 2017, 2018)
- Super Lawyers, Super Lawyer (Delaware 2021, 2022)
- 40 under 40 Award Winner, Chains, Inc. (2014)
- Delaware Today Magazine – Delaware Top Lawyers-Litigation (2013)
- Delaware Today Magazine – Delaware Top Lawyers-Torts and Insurance Practice (2013)

- Delaware Today Magazine – Delaware Top Lawyers – Personal Injury (2020, 2021)
- Top 10 Attorney, Under the age of 40, by National Academy of Personal Injury Attorneys (Delaware 2014-2022)
- Martindale-Hubbell, Client Distinction Award 2015

### **Classes/Seminars**

- Cyber Security in Law Firms and The Pitfalls of Social Media, February 13, 2018
- National Institute of Trial Advocacy (NITA), Faculty Member (2017)
- Delaware State Bar Assoc., Workers' Compensation Conference, Ethics, May 6, 2015
- Delaware State Bar Assoc., Workers' Compensation Conference, The "But For" Causation Standard, January 19, 2016
- The 21st Annual Rubenstein-Walsh Seminar on Ethics and Professionalism, Effective and Ethical Mediation Techniques, February 5, 2016
- Delaware Trial Lawyers Assoc., Worker's Compensation Claim with a Potential Third Party Claim, June 11, 2016
- Delaware Bench and Bar Conference, Civil Litigation, June 17, 2016

## KATHLEEN M. VAVALA

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Kathy Vavala has been a member of the Delaware, Pennsylvania, and New Jersey state bars, as well as the federal bar for the U.S. District Court of Delaware, for twenty-six years. She is currently Disciplinary Counsel for the Supreme Court of the State of Delaware. Prior to that appointment, Ms. Vavala was a Deputy Attorney General for the Delaware Department of Justice, where she headed the Domestic Violence, Child Abuse and Elder Abuse Unit, the Criminal Division Felony Screening Unit, and served as a senior litigator and mentor in the Criminal, Family, and Fraud Divisions. Ms. Vavala is a graduate of Franklin & Marshall College and Delaware Law School. Previously, she was a judicial law clerk to the Honorable Vincent A. Bifferato, Resident Judge of the Delaware Superior Court and associated with the law firm of Tybout, Redfearn & Pell. Ms. Vavala is an adjunct professor for Delaware Law School and Saint Joseph's University, where she teaches health care law and finance, biomedical ethics, and advanced legal writing. Ms. Vavala is also a frequent presenter on professionalism, civility, and ethical standards applicable to the legal profession at both the local and national level.



# Ethics in Arbitration

# Attorney Serving as Third-Party Neutral



# DLRPC 2.4(a) What's a third-party neutral?

- A lawyer serves as a third-party neutral when they assist 2 or more clients who are not clients of the lawyer to reach a resolution of a dispute or other matter that has arisen between them.
- Arbitrator, mediator or lawyer serving in such capacity as will enable the parties to resolve the matter
- Selected by the parties or mandated by the Court

# Who can serve as a Third-Party Neutral? It depends...

- Who can serve is driven by Court Rule.
- DLRPC 2.4, Cmt. 2 says “The role of a third-party neutral is not unique to lawyers, although, in some court-ordered contexts, only lawyers are allowed to serve in this role to handle certain types of cases.”

# What Rules govern the professional conduct of Lawyers serving as Third-Party Neutrals?

- There are specific DLRPC that apply to third-party neutrals: Rules 1.12 and 2.4.
- In addition, Rule 2.4, Cmt. [2] states: “ [a] lawyer may be subject to court rules or other law that apply either to third-party neutrals generally or to lawyers serving as third party neutrals.”
- Lawyer-neutrals may also be subject to various codes of ethics, such as the code of Ethics for Arbitration in Commercial Disputes prepared by a joint committee of the American Bar Association and the American Arbitration Association.

# Other Codes and Rules that may be applicable...

- ABA/AAA Code of Ethics for Arbitrators in Commercial Disputes
- Federal Arbitration Act (FAA, 9 USC §§ 1-14)
- Uniform Arbitration Act (UAA)
- Delaware Rapid Arbitration Act
- Individual Court Rules

# *Select Ethical Issues for Arbitrators*

- Advertising
- Disclosure Requirements
- Duty to inform unrepresented parties of role as arbitrator
- Confidentiality
- Competence
- Future representation after serving as arbitrator

# Advertising: ABA/AAA Canon VIII

- Advertising or promotion of an individual's willingness or availability to serve as an arbitrator must be accurate and unlikely to mislead. Any statements about the quality of the arbitrator's work or the success of the arbitrator's practice must be truthful.
- This does not preclude an arbitrator from printing, publishing, or disseminating advertisements conforming to these standards in any electronic or print medium, from making personal presentations to prospective users of arbitral services conforming to such standards or from responding to inquiries concerning the arbitrator's availability, qualifications, experience, or fee arrangements.

# Fairness & Impartiality: ABA/AAA Code, Canon I

- One should accept appointment as an arbitrator only if fully satisfied:
  - (1) that he or she can serve impartially;
  - (2) that he or she can serve independently from the parties, potential witnesses, and the other arbitrators;
  - (3) that he or she is competent to serve; and
  - (4) that he or she can be available to commence the arbitration in accordance with the requirements of the proceeding and thereafter to devote the time and attention to its completion that the parties are reasonably entitled to expect.

# Disclosure Requirements: ABA/AAA Code, Canon II:

Attorneys who are requested to serve as arbitrators *must disclose*:

- Direct or indirect financial/personal interest in the arbitration's outcome;
- Past and existing financial, business, professional, family or social relationships with any of the parties, their lawyers, or co-arbitrators; and
- Any prior knowledge of the dispute to be arbitrated.
  - Consider familiarity with parties and their products, patents or specific technology involved, and industry news.

*The duty to disclose is ongoing for the duration of arbitration.*

# Imputation of the Neutral's Firm's Conflicts of Interest to the Neutral

- **ABA/AAA Code Canon II** requires arbitrators, mediators, and other neutrals to disclose the conflicts of their partners and associates prior to an ADR proceeding.
- In all cases, the neutral may participate in the arbitration, mediation, or other ADR proceeding after full disclosure of imputed conflicts and with the consent of all parties.

# Duty to Disclose Practice Tips & Ramifications for Failure to Disclose

- Make disclosures at the earliest time practicable.
- Construe the duty to disclose broadly so that the parties can realistically assess the neutral's ability to remain impartial.
- When in doubt, disclose.
- Avoid creating conflicts of interest during the course of ADR.
- If you become aware of a conflict during ADR, disclose it immediately.
- Withdraw from service as a neutral if you find that you cannot remain impartial (notwithstanding the fact that the parties have consented).

# DLRPC 2.4(b) Lawyer's duty to explain their neutral role in ADR process

- A lawyer ... shall inform unrepresented parties that the lawyer is not representing them.



# Duty to explain, Cmts. R. 2.4

- Parties come into process with varying levels of knowledge and sophistication
- The extent of disclosure required will depend on the particular parties involved and the subject matter of the proceeding, as well as the particular features of the dispute-resolution process selected.
- The potential for confusion is significant when the parties are unrepresented in the process.

# What do you have to tell them?

- When the lawyer *knows or reasonably should know* that a party does not understand the lawyer's role in the matter, the lawyer shall explain the difference between the lawyer's role as a third-party neutral and a lawyer's role as one who represents a client, including the inapplicability of the attorney-client privilege

# Confidentiality: DLRPC

- Rule 1.12, Cmt. [3] : Although lawyers who serve as third-party neutrals do not have information concerning the parties that is protected under Rule 1.6, they typically owe the parties an obligation of confidentiality under law or codes of ethics governing third-party neutrals.

# Confidentiality: ABA/AAA Code, Canon VI

- An arbitrator is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the arbitration proceeding to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- The arbitrator should keep confidential all matters relating to the arbitration proceedings and decision.

# Confidentiality: ABA/AAA Code, Canon VI

- It is not proper at any time for an arbitrator to inform anyone of any decision in advance of the time it is given to all parties.
- In a proceeding in which there is more than one arbitrator, it is not proper at any time for an arbitrator to inform anyone about the substance of the deliberations of the arbitrators.
- *After an arbitration award has been made, it is not proper for an arbitrator to assist in proceedings to enforce or challenge the award.*

# Competence



# Competence: ABA/AAA Code, Canon I

- Arbitrators should accept appointment only if fully satisfied that they are competent to serve. In making this determination, potential arbitrators should consider:
  - Previous experience as an arbitrator;
  - Familiarity with the type of dispute to be arbitrated (e.g., patent infringement or theft of trade secrets); and
  - The level of sophistication of the arbitrator's understanding of the subject in dispute.
    - Must the arbitrator be an expert on the particular technology involved to resolve the dispute?

# Competence: ABA/AAA Code, Canon VI

- Arbitrators may obtain help from their associates in reaching decisions so long as the associates follow proper conflict check procedures and agree to maintain the confidentiality of the arbitration.

# Future Employment: Conflicts of Interest

When a lawyer who serves as a third-party neutral is subsequently asked to serve as a lawyer representing a client in the same matter, conflicts of interest may arise for both the individual lawyer and the lawyer's law firm.



# DLRPC 1.12(a)

- Except as stated in paragraph (d), a lawyer shall not represent anyone in connection with a matter in which the lawyer participated personally and substantially as a judge or other adjudicative officer or law clerk to such a person or as an arbitrator, mediator or other third-party neutral, unless all parties to the proceeding give informed consent, confirmed in writing.

# DLRPC 1.12(b)

- (b) A lawyer shall not negotiate for employment with any person who is involved as a party or as lawyer for a party in a matter in which the lawyer is participating personally and substantially as a judge or other adjudicative officer or as an arbitrator, mediator or other third-party neutral.

## Rule 1.12, Cmt. [2]

- Other law or codes of ethics governing third-party neutrals may impose more stringent standards of personal or imputed disqualification. *See* Rule 2.4.

# ABA/AAA Code, Canon I

- *Arbitrators should avoid* entering into business, professional, or personal relationships with the parties, or acquiring financial or personal interests in the parties, for a reasonable period of time after arbitration has concluded.
- This protects the integrity of the arbitration process by avoiding the creation of any appearance of partiality on the arbitrator's behalf.

# Imputed Conflicts, Screening and Notice: DLRPC 1.12(c)

- (c) If a lawyer is disqualified by paragraph (a), no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in the matter unless:
  - (1) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom; and
  - (2) written notice is promptly given to the parties and any appropriate tribunal to enable them to ascertain compliance with the provisions of this rule.

# Applicability of Rule 1.6

- Rule 1.12, Cmt. [3] : Paragraph (c) provides that conflicts of the personally disqualified lawyer will be imputed to other lawyers in a law firm unless the conditions of this paragraph are met.

# Screening

- Requirements for screening procedures are stated in Rule 1.0(k).
  - “Screened” denotes the isolation of a lawyer from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated lawyer is obligated to protect under these Rules or other law.

# Screening

- Paragraph (c)(1) does not prohibit the screened lawyer from receiving a salary or partnership share established by prior independent agreement, but that lawyer may not receive compensation directly related to the matter in which the lawyer is disqualified.
- Notice, including a description of the screened lawyer's prior representation and of the screening procedures employed, generally should be given as soon as practicable after the need for screening becomes apparent.

# Exception for multimember arbitration panel

- (d) An arbitrator selected as a partisan of a party in a multimember arbitration panel is not prohibited from subsequently representing that party.
  - Cmt [1] explains: the term “personally and substantially” signifies that a judge who was a member of a multi-member court, and thereafter left judicial office to practice law, is not prohibited from representing a client in a matter pending in the court, but in which the former judge did not participate. So also the fact that a former judge exercised administrative responsibility in a court does not prevent the former judge from acting as a lawyer in a matter where the judge had previously exercised remote or incidental administrative responsibility that did not affect the merits

# Questions?

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**“Lately I’ve been feeling ethical.  
Can you prescribe something for that”**

LAW OFFICES

MICHAEL WEISS  
YVONNE TAKVORIAN SAVILLE  
MEGHAN BUTTERS HOUSER

**WEISS, SAVILLE & HOUSER, P.A.**  
1105 N. MARKET STREET, SUITE 200  
P. O. Box 370  
WILMINGTON, DELAWARE 19899

TELEPHONE  
(302) 656-0400

FAX  
(302) 656-5011

November 11, 2021

Re: CAPTION  
C.A. No.:

PLAINTIFF'S COUNSEL, Esquire  
ADDRESS

DEFENDANT'S COUNSEL, Esquire  
ADDRESS

Dear Counsel:

I understand that I have been selected as the arbitrator in the above case, pursuant to Rule 16. I am pleased to have been agreed to by the parties and I am willing to serve.

This letter will also confirm that the Binding Arbitration has been scheduled in the above referenced matter for Thursday, January 27, 2022 at 11:00 a.m. (for one hour). **\*\*PLEASE NOTE THAT ALL MEDIATIONS AND ARBITRATIONS WILL BE HELD REMOTELY UNTIL FURTHER NOTICE.\*\***

My fee will be \$FEE per hour. The invoice will be sent to the parties after the Hearing takes place. If the Hearing is cancelled **after January 21, 2022**, there will be a cancellation fee.

Please submit all arbitration exhibits by January 25, 2022. Also, please make sure that all references to insurance coverage are deleted from the arbitration exhibits prior to sending.

Very Truly Yours,

/s/ MEGHAN BUTTERS HOUSER  
MEGHAN BUTTERS HOUSER

MBH/ss

cc: CASE MANAGER to JUDGE'S NAME

LAW OFFICES

MICHAEL WEISS

YVONNE TAKVORIAN SAVILLE

MEGHAN BUTTERS HOUSER

**WEISS, SAVILLE & HOUSER, P.A.**

1105 N. MARKET STREET, SUITE 200

P. O. BOX 370

WILMINGTON, DELAWARE 19899

TELEPHONE  
(302) 656-0400

FAX  
(302) 656-5011

DATE

Re: PLAINTIFF V. DEFENDANT  
C.A. No.:

NAME PLAINTIFF'S COUNSEL, Esquire  
ADDRESS

NAME DEFENSE COUNSEL, Esquire  
ADDRESS

Dear Counsel:

Thank you for the opportunity to arbitrate the above-referenced matter for you. Please accept this letter as the basis for my findings.

The main issue in this matter was the determination of liability. EXPLANATION AS TO FINDING OF LIABILITY.

With regard to damages, based on the medical records submitted, I find ... EXPLANATION AS TO FINDING ON DAMAGES.

BREAK DOWN OF AWARD.

I wish the parties the best of luck.

Very Truly Yours,

MEGHAN BUTTERS HOUSER

MBH/ss

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

\_\_\_\_\_, )  
 )  
 **Plaintiff,** )  
 )  
 v. ) **C.A. No.: N20C**  
 )  
 \_\_\_\_\_, )  
 ) **JURY TRIAL DEMANDED**  
 **Defendant.** )

**DEMAND FOR TRIAL DE NOVO**

The arbitration hearing in the above referenced matter was held on \_\_\_\_\_.

This notice having been served on all parties, trial de novo is hereby requested in the above-captioned matter, pursuant to Rule 16.1(m).

PRATCHER KRAYER LLC

BY: /s/ Samuel D. Pratcher, III  
SAMUEL D. PRATCHER, III, I.D. No. 5374  
1300 N. Grant Ave., Suite 206  
P.O. Box 591  
Wilmington, DE 19899  
(302) 803-5291  
Attorney for Plaintiff



PratcherKrayner  
INJURY LAWYERS

Samuel D. Pratcher, III\*  
Nicholas M. Krayner

\*Also Admitted in NJ

OFFICES  
1300 N. Grant Ave., Ste 206, Wilmington, DE 19806  
970 N. State Street, Dover, DE 19901

ALL CORRESPONDENCE TO:  
P.O. Box 591  
Wilmington, DE 19899

Telephone: (302) 803-5291  
Facsimile: (302) 351-6768  
Email: sdpratcher@pkinjury.com  
Website: www.PKinjury.com

DATE

ADDRESS

**RE:**

Dear \_\_\_\_\_:

Please allow this to confirm our recent conversation. We discussed filing a lawsuit in your case. I let you know that I recommend that we file your lawsuit and submit this matter to a Rule 16.1 arbitration. The arbitrator's decision is not binding. As we discussed, either party can appeal the arbitrator's decision. The arbitration caps your recovery at \$50,000. I let you know that I would not expect the arbitrator's decision to be \$50,000 or greater. You understand that you cannot receive an amount from the arbitrator that is higher than \$50,000.

Should you disagree with the above, please contact me immediately. I will have my office take the necessary steps to file the lawsuit and request for the non-binding arbitration.

Very truly yours,

Samuel D. Pratcher, III, Esq.

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

NAME,	)	C.A. NO.:
	)	
Plaintiff,	)	
	)	
vs.	)	TRIAL BY JURY OF TWELVE
	)	DEMANDED
NAME,	)	
	)	
Defendant.	)	

**STIPULATION FOR BINDING ARBITRATION**

**NOW COME**, the parties, by and through their counsel, to hereby stipulate to binding arbitration for the above-captioned matter. The terms of the binding arbitration are as follows:

1. The parties will arbitrate the above-captioned matter before ARBITRATOR, Esquire, on a date that is mutually agreeable to the parties and their counsel. The parties agree that ARBITRATOR’S decision will be final and binding upon the parties, and will serve to end the litigation involved in this matter. Until that time, the Superior Court will retain jurisdiction over this matter to decide any issues relevant to the litigation;
2. Regardless of ARBITRATOR’S decision, the parties understand and agree that the amount of insurance coverage available to DEFENDANT from his automobile insurance carrier, CARRIER, is \$25,000 per person and \$50,000 aggregate. The parties agree that no one individual plaintiff will receive more than \$25,000 and that collectively the plaintiffs will not receive more than \$50,000. If ARBITRATOR’S awards are such that the total amount awarded to all plaintiffs exceeds \$50,000 the plaintiffs will accept a pro-rata share of their awards in relation to the \$50,000 coverage limit and that no one individual plaintiff will receive more than \$25,000. The parties agree that there will be no claim of excess damages above the noted insurance limits against DEFENDANT and his automobile insurance carrier, CARRIER. The parties agree that ARBITRATOR will not be made aware of the monetary terms of the binding arbitration prior to a decision being issued and that no party will suggest a value to ARBITRATOR before, or during, the arbitration hearing.

