

🌐 When poll is active, respond at pollev.com/bowmanbrooke304

📱 Text **BOWMANBROOKE304** to **22333** once to join

Do you regularly use arbitration agreements in your practice?

Yes

No

What's an arbitration agreement?

Powered by  **Poll Everywhere**

Start the presentation to see live content. For screen share software, share the entire screen. Get help at pollev.com/app

Making Arbitration Your Modus Operandi

By: Christine L. Welstead, Esq., Carolina S. Piñero, Esq., and
Gisselle Watkins, Esq.



SNL
SUBSCRIBE

*HOW DO I RESOLVE DISPUTES WITH T-MOBILE?

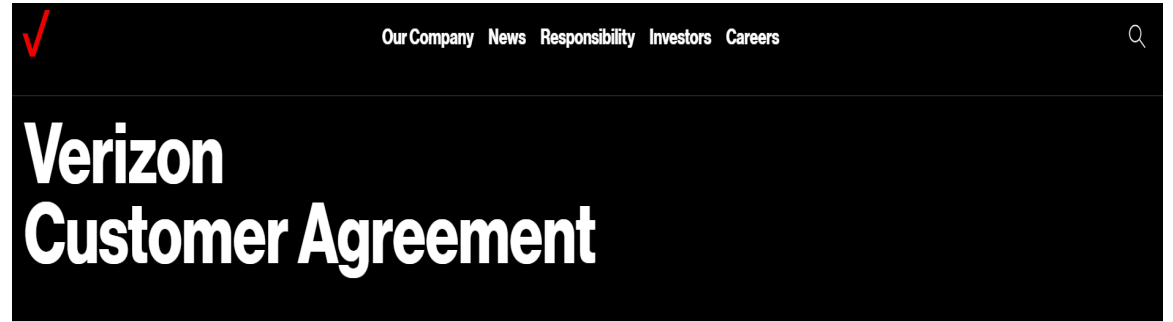
By accepting these T&Cs, you are agreeing to resolve any dispute with us through binding arbitration or small claims dispute procedures (unless you opt out), and to waive your rights to a jury trial and to participate in any class action suit. For additional terms and conditions governing a dispute between us, including how to dispute Charges assessed to you on your bill, choice of law, disclaimers of certain warranties, limitations of liabilities, and your indemnification obligations, see “Other Terms Regarding Dispute Resolution” below.

Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third-party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal

1.3.2 Arbitration Agreement

1.3.2.1 Claims Subject to Arbitration: AT&T and you agree to arbitrate all disputes and claims between us, except for claims arising from bodily injury or death. This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.



VERIZON CUSTOMER AGREEMENT

Thank you for choosing Verizon. In this Customer Agreement (“Agreement”), you’ll find important information and terms and conditions about your Verizon Services. PLEASE READ THESE AGREEMENT TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES AND CONTACT US IMMEDIATELY AT 1-800-VERIZON TO TERMINATE THEM.

This Agreement establishes the terms and conditions under which you, the Subscriber (“you,” “your” or “Subscriber”) agree to use Fios Internet and/or Fios TV and/or Fios Home Phone (the “Services,” including Equipment, Content, and Verizon-branded and Third-Party software applications) and under which the Verizon Affiliates (“Verizon,” “us” or “we,”) identified in Exhibit A agree to provide the Services to you.

NOTICE OF ARBITRATION AGREEMENT



[Menu](#)[Sanford](#)[Cart](#)[Back to School](#)[Top Deals](#)[Deal of the Day](#)[Totaltech Membership](#)[Credit Cards](#)[Gift Cards](#)[Health & Wellness](#)[More](#)[Account](#)[Recently Viewed](#)[Order Status](#)[Saved Items](#)[Best Buy](#) > [Best Buy Support](#)

Terms and Conditions

[Last Updated April 29, 2022]

Welcome to Best Buy. The BestBuy.com website, the mobile Best Buy site, and any Best Buy app (Android and iOS) are collectively the “Best Buy Properties” and each individually is a “Best Buy Property.” By using any Best Buy Property and its related services, products, and software to (i) purchase services, products, and software, or (ii) apply for available financing options to be used to purchase services, product and software, you agree to be bound by these terms and conditions (“Terms”). You also accept the Terms when you create an account, make a purchase as a guest, or log in to any Best Buy Property. Additional or separate terms may apply to your interactions with other Best Buy websites, Best Buy or Geek Squad® locations, and to your use of individual services or features available on a Best Buy Property, such as reviews. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will govern. References to “Best Buy,” “Geek Squad,” “Magnolia,” “Magnolia Home Theater,” “Magnolia Design Center,” “Pacific Sales,” “our,” “we,” or “us” may refer to Best Buy Co., Inc., BestBuy.com, LLC, Best Buy Stores, L.P., BBY Solutions, Inc., Best Buy Enterprise Services, Inc., Magnolia Hi-Fi, LLC, Pacific Sales Kitchen and Bath Centers, LLC, and their affiliates, subsidiaries, and designees. We may make changes to any Best Buy Property and the Terms. It is your responsibility to review the Terms for updates or changes. If you do not agree with the Terms, you should not use the Best Buy Properties.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.

[Customer Agreements and Policies](#)

XFINITY RESIDENTIAL SERVICES AGREEMENT

The terms of this agreement (the “**Agreement**”) apply to your use of any of the Xfinity services described in Section 1 below and the Xfinity Equipment described in Section 7 below (collectively, the “**Services**”). An operating subsidiary or other affiliate of Comcast Cable Communications, LLC (collectively, “**Comcast**,” “**we**,” “**us**,” or “**our**”) provides the Services.

[View full agreement](#)[English \(PDF\)](#) | [Spanish \(PDF\)](#)

You accept this Agreement and agree to its terms by activating the Services, using the Services, continuing to use the Services after we provide notice of a change to this Agreement, or otherwise indicating your acceptance of the Services. You may not modify this Agreement by making any typed, handwritten, or other changes.

Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 13 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES. UNLESS YOU HAVE OPTED OUT IN A TIMELY MANNER, THE ARBITRATION PROVISION REQUIRES THAT ALL DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

[Categories](#)[Deals](#)[What's New](#)[Pickup & Delivery](#)[Sign in](#)

- **Agreement to Binding Arbitration**

You and Target agree that in the event of any claim, dispute, or controversy (whether in contract, tort, statute, or otherwise) arising out of, relating to, or connected in any way with (1) the site or (2) the breach, enforcement, interpretation, application, or validity of these Terms & Conditions, such claim, dispute or controversy will be resolved exclusively by final and binding arbitration, except as otherwise set forth in these Terms & Conditions (the "Arbitration Agreement").

- **Exceptions to Arbitration**

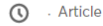
Notwithstanding the foregoing, in lieu of arbitration: (1) either you or Target can bring an individual claim in small claims court in the United States of America consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; and (2) you agree that you or Target may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

- **Jury Trial & Class Action Waiver**

Except as the Terms & Conditions otherwise provide, you and Target acknowledge and agree that you are each waiving the right to a trial by jury. The parties further agree that any arbitration shall be conducted in their individual capacities and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Target may not be plaintiffs or class members in any purported class, collective, or representative proceeding, and may each bring claims against the other only in your or its individual capacity. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim.

POLICY & SECURITY

Terms of Use



Article

Terms of Use

Last Updated: July 2, 2021

Welcome! The following are the terms of use ("Terms") that govern your use of Live Nation and Ticketmaster's sites and mobile applications—including without limitation [www.livenation.com](#), [www.ticketmaster.com](#), and [www.ticketexchangebyticketmaster.com](#)--(collectively, the "Site"), and your purchase, possession, or use of any Live Nation or Ticketmaster tickets, products, or services.

Our [Privacy Policy](#), [Purchase Policy](#), and any other policies, rules, or guidelines that may be applicable to particular offers or features on the Site are also incorporated into the Terms. By visiting or using the Site, you expressly agree to these Terms, as updated from time to time.

Please note that while some of the events listed on the Site may appeal to children, the Site is not targeted at children under the age of 13, and they are not permitted to use the Site. We strongly encourage all parents and guardians to monitor their children's Internet use. If you use the Site, you affirm you are at least 13 years old.

NOTICE REGARDING FUTURE CHANGES TO TERMS:

NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER:

The Terms contain an arbitration agreement and class action waiver [Section 17](#). Specifically, you and we agree that any dispute or claim relating in any way to the Terms, your use of the Site, or products or services sold, distributed, issued, or serviced by us or through us, will be resolved by binding, individual arbitration, rather than in court. By agreeing to individual arbitration, you and we each waive any right to participate in a class action lawsuit or class-wide arbitration. This agreement and waiver—along with some limited exceptions—is explained in [Section 17](#), below.

Related Articles

[Gift Card Terms of Use](#)

[Terms Regarding Certain Cancelled, Rescheduled, Postponed and Moved Events \(COVID-19\)](#)

[Supplemental Terms for Tickets for the 2021/2022 NBA Season](#)

[Can I use a screenshot of my mobile ticket to enter?](#)

[Supplemental Terms for Tickets for the 2020/2021 NFL Season](#)

Common Industries Where Arbitration Exists

- Construction disputes
- Cargo logistics disputes
- Employment disputes
- Consumer disputes
- Securities disputes
- Homeowners association disputes
- Condominium disputes

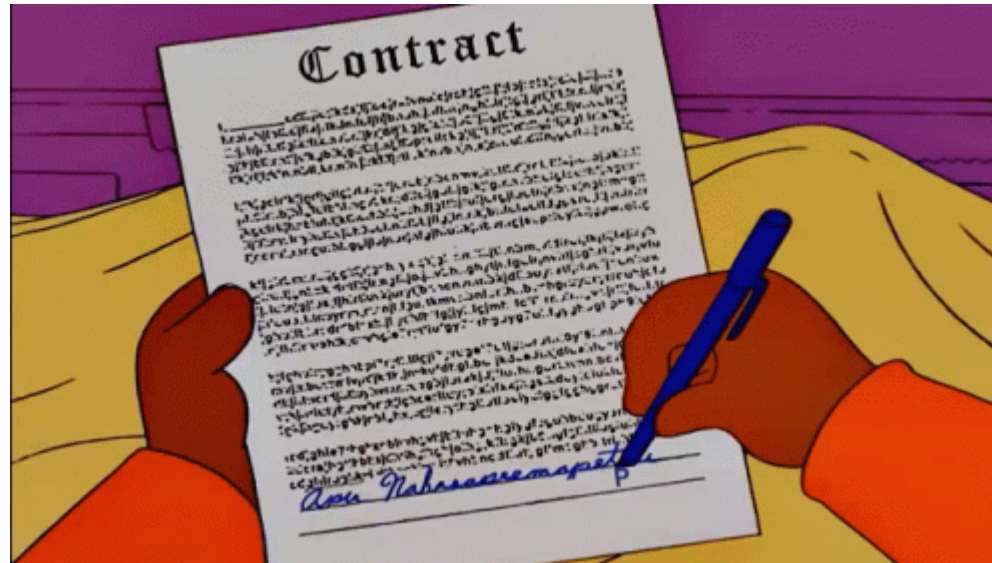
Comparison of Outcomes of Employment Arbitration and Litigation

	Mandatory employment arbitration (Colvin)	Federal court employment discrimination (Eisenberg and Hill)	State court non-civil rights (Eisenberg and Hill)
<i>Mean time to trial (days)</i>	361.5	709	723
<i>Employee trial win rate</i>	21.40% (n=1,213)	36.40% (n=1430)	57% (n=145)
<i>Median damages</i>	\$36,500	\$176,426	\$85,560
<i>Mean damages</i>	\$109,858	\$394,223	\$575,453
<i>Mean including zeros</i>	\$23,548	\$143,497	\$328,008

Incorporating an Arbitration Provision in Your Contract

What Do You Need?

- Arbitration clause needs to be in writing
- The arbitration provision needs to define the issue to be arbitrated



How to Define Issues to Be Arbitrated

- “Provisions in a contract providing for arbitration must be definite enough so that **the parties at least have some idea as to what particular matters are to be submitted to arbitration.**” *Malone & Hyde, Inc. v. RTC Transp., Inc.*, 515 So.2d 365, 366 (Fla. 4th DCA 1987).
- **General principles of contract interpretation apply** giving effect to the parties' intent and the ordinary and plain meaning of the language used. See *Internaves de Mexico s.a. de C.V. v. Andromeda Steamship Corp.*, 898 F.3d 1087, 1092 (11th Cir. 2018).
- “**Any doubts concerning the scope of arbitrable issues** should be resolved in **favor of arbitration.**” *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1, 24-25, 103 S.Ct. 927, 74 L.Ed.2d 765 (1983).

Two Basic Types of Arbitration Provisions

Broad

- When the provision requires arbitration for claims or controversies **“arising out of or relating to”** the subject of the contract.
 - “relating to” broadens the scope of an arbitration provision to include claims that have a “significant relationship” to the contract

Narrow

- When the provision requires arbitration for claims or controversies **“arising out of”** the subject contract, thereby limiting arbitration to those claims that have **a direct relationship to a contract's terms and provisions**

See Jackson v. Shakespeare Found., Inc., 108 So. 3d 587, 593 (Fla. 2013).

Examples of Broad Arbitration Clauses

- 13. ARBITRATION. Any controversy or claim ***arising under or related to this Agreement or to the Property*** (with the exception of “consumer products” as defined by the Magnuson–Moss Warranty–Federal Trade Commission Improvement Act, 15 U.S.C. Section 2301 et seq., and the regulations promulgated under the Act) ***or with respect to any claim arising by virtue of any representations alleged to have been made by the Seller or Seller's representative***, shall be settled and finally determined by mediation or binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. Section 1—14) and similar state statutes and not by a court of law.
- 14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. ***All controversies, claims, and other matters in question arising out of or relating to this transaction*** or this Contract or its breach will be settled as follows: ...
- The Company and crew member agree that ***any and all disputes, claims, or controversies whatsoever*** (whether in contract, regulatory, tort or otherwise and whether pre-existing, present or future and including constitutional, statutory, common law, admiralty, intentional tort and equitable claims) ***relating to or in any way arising out of or connected with the Crew Agreement***, these terms, or services performed for the Company, ***including but not limited to wage and benefit matters, employment applications, wrongful termination or discrimination claims, property loss or damage, personal injury, death or any other claim***, no matter how described, pleaded or styled [collectively, “Disputes”] between the crew member and the Company or others, including against the master, shipowner, vessel, vessel operator, charterer, or any other third party, including also, but not limited to, Princess Cruises, P&O Cruises Australia, and Cunard Line, shall be referred to and resolved exclusively by binding arbitration....

Examples of Narrow Arbitration Clauses

- ***Any dispute under this Agreement*** or any Exhibit attached hereto shall be submitted to arbitration under the American Arbitration Association (the “AAA”) in New York City, New York....
- It is hereby agreed that ***all disputes, claims and controversies between Borrowers and Lender with regard to this Note*** and all other obligations of Borrower with respect to the indebtedness represented by said Note shall be resolved through binding arbitration...
- 20. Other than enforcement by a court-ordered Restraining Order or Injunction as specified in paragraph 8 of this Agreement, **the parties agree that *all disputes, claims and questions regarding the rights and obligations of the parties under the terms of this agreement*** shall be resolved through arbitration.....

What Is a “Significant Relationship”?

- “A ‘significant relationship’ between a claim and an arbitration provision does not necessarily exist merely because the parties in the dispute have a contractual relationship.” *Jackson v. Shakespeare Found., Inc.*, 108 So. 3d 587, 593 (Fla. 2013).
- A “significant relationship” exists if there is a “**contractual nexus**” between the claim and the contract. *Id.*
 - A contractual nexus exists between a claim and a contract if the claim presents circumstances where the resolution of the disputed issue **requires reference to or construction of a portion of the contract.** *Id.*
 - There is contractual nexus if the claim arises from a **contractual duty.** *Id.*

For example . . .

- No significant relationship between the negligence claim and the contract in Buyer's wrongful death dispute against Seller.
 - 13. ARBITRATION. Any controversy or claim ***arising under or related to this Agreement or to the Property*** (with the exception of "consumer products" as defined by the Magnuson–Moss Warranty–Federal Trade Commission Improvement Act, 15 U.S.C. Section 2301 et seq., and the regulations promulgated under the Act) **or with respect to any claim arising by virtue of any representations alleged to have been made by the Seller or Seller's representative**, shall be settled and finally determined by mediation or binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. Section 1—14) and similar state statutes and not by a court of law.
- The **negligence-type claims did not have a significant relationship to the contract** because they were based on tort of common law negligence and were unrelated to any legal duties imposed under the contract.
 - The actions were based on the sellers' breach of general **common law duties of care owed to the injured parties**.
 - **No mention of rights regarding personal injury or negligence actions in the contract.** *Seifert v. U.S. Home Corp.*, 750 So. 2d 633, 641 (Fla. 1999).

Another example . . .

- Action based on fraud fell within the scope of broad arbitration provision. *Jackson v. Shakespeare Found., Inc.*, 108 So. 3d 587, 595 (Fla. 2013).
- Facts: Seller knowingly misrepresented facts in published advertisement regarding the property, and Sellers allegedly relied on the misrepresentations in the published advertisement and entered into the contract.
 - 14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. ***All controversies, claims, and other matters in question arising out of or relating to this transaction*** or this Contract or its breach will be settled as follows: ...
- Fraud claim had a clear contractual nexus with and a significant relationship to the contract.
 - (1) the fraud claim was indivisibly intertwined with both contract itself and the circumstances surrounding the transaction from which the contract emanated
 - (2) resolution of the fraud claim required the construction and consideration of duties arising under the contract.

Elements of an Enforceable Arbitration Provision

- An enforceable arbitration agreement will include:
 - (1) the manner of selecting the arbitrators,
 - (2) the number of arbitrators,
 - (3) the matters to be arbitrated, and
 - (4) whether the arbitration is binding or nonbinding
 - *Greenbrook NH, LLC v. Estate of Sayre ex rel. Raymond*, 150 So.3d 878, 881 (Fla. 2d DCA 2014)

Practical Considerations

- Who pays attorneys fees?
- Mediation before arbitration?
- Which arbitrating body will preside over arbitration?
 - American Arbitration Association
 - JAMS
 - National Arbitration Forum
- What procedural and substantive law will apply during arbitration?
- Does the Federal Arbitration Act or other law apply to arbitration proceedings?

How to Enforce an Arbitration Provision

How to Enforce an Arbitration Provision

- The starting point is the parties' agreement to determine if formal arbitration is required?
 - Are there condition precedents such as mandatory mediation?
- Notify opposing party of arbitration provision
- If Claimant, prepare Demand for Arbitration with appropriate arbitration governing body
 - Filing fees typically vary based on value of damages sought
- If Respondent, move to compel arbitration at first instance
 - “Pursuant to a limited appearance”
 - Before engaging in discovery
 - Before responding to Complaint

Federal and Florida Law on Arbitration

Federal Arbitration Act ("FAA")

- An arbitration agreement falls under the FAA if the agreement:
 - Is in writing;
 - Relates to interstate commerce or a maritime matter; and
 - States the parties' agreement to arbitrate a dispute. (9 U.S.C. § 2)

Florida Arbitration Law

- Florida common law
- Florida statutes:
 - The Revised Florida Arbitration Code (RFAC), §§ 682.01 to 682.25, Fla. Stat. (domestic agreements)
 - Fla. Stat. § 682.02(1): "An agreement contained in a record to submit to arbitration any existing or subsequent controversy arising between the parties to the agreement is **valid, enforceable, and irrevocable** except upon a ground that exists at law or in equity for the revocation of a contract."

Interstate Commerce Under the FAA

- Courts broadly define “interstate commerce”, however, the touching of interstate commerce to a transaction or situation, may not be assumed. See *Shakespeare Foundation, Inc. v. Jackson*, 61 So.3d 1194 (Fla. 1st DCA 2011)
 - Purchase of real estate in Florida did not constitute interstate commerce, sidestepping the FAA. *Id.*
 - Contracts to construct community antenna television system and to manage system did not involve interstate commerce and were not arbitrable under Federal Arbitration Act, *Acton CATV, Inc. v. Wildwood Partners, Ltd.*, 508 So. 2d 1274 (Fla. 5th DCA 1987)

Public Policy Heavily Favors Arbitration

- The Supreme Court adopted a presumption in favor of arbitration to use when deciding cases involving the FAA. See *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1 (1983).
 - When deciding whether a particular dispute comes within an arbitration clause, courts should resolve all doubts in favor of arbitration.
- Florida courts resolve any ambiguity in favor of arbitrability. See *Qubty v. Nagda*, 817 So. 2d 952, 956 (Fla. DCA 5th 2002).
- There is a presumption that a contractual arbitration clause is enforceable. See *Spivey v. Teen Challenge of Florida, Inc.*, 122 So.3d 986 (Fla. 1st DCA 2013).

Moving to Compel Arbitration

- Who enforces arbitration? The court, Fla. Stat. 682.02(2)
- What do courts look at?
 - Three things: *Jackson v. Shakespeare Found., Inc.*, 108 So. 3d 587, 593 (Fla. 2013)
 - (1) whether a valid written agreement to arbitrate exists;
 - Based on general principles of contract law
 - (2) whether an arbitrable issue exists; and
 - (3) whether the right to arbitration was waived.
 - Party seeking arbitration needs move to compel arbitration at first available opportunity



Waiver

- The court decides whether a party waived its right to arbitration
- Waiver can be voluntary and intentional
 - E.g., Intentionally filing a lawsuit
- A party waives the right to arbitrate in Florida by either:
 - Actively participating in court litigation (i.e., by propounding discovery requests about the merits of the dispute).
 - Taking action inconsistent with the right to arbitrate (i.e., answering a complaint)
- The court may also permit a party to conduct limited discovery about arbitrability without the party waiving the right to arbitrate, if the discovery does not delve into the merits of the dispute

Staying Litigation Pending Arbitration

- If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall **on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement**, providing the applicant for the stay is not in default in proceeding with such arbitration. 9 U.S.C § 3.

Staying Litigation Pending Arbitration Cont.'d

- Florida Statute 682.03 Proceedings to compel and to stay arbitration.—
 - (6) **If a party makes a motion to the court to order arbitration**, the court on just terms shall stay any judicial proceeding that involves a claim alleged to be subject to the arbitration **until the court renders a final decision under this section.**
 - (7) **If the court orders arbitration**, the court on just terms shall stay any judicial proceeding that involves a claim subject to the arbitration. If a claim subject to the arbitration is severable, the court may limit the stay to that claim.

Anatomy of an Arbitration

Anatomy of an Arbitration

- Commercial, Construction Industry, Consumer, Employment
- Demand for Arbitration
 - Simplified form requires:
 - Brief description of dispute
 - Dollar amount of claim
- Upload form and pay fee
 - Fees depend on amount at issue
 - \$1,000 to \$10,000

Anatomy of an Arbitration

- Case handler assigned
- Notice to respondent
- Respondent may file answering statement
 - Counterclaim
- Ability to amend claim or counterclaim
- Joinder
- **Select your arbitrator**



Anatomy of an Arbitration

- First appearance at preliminary hearing
 - Facts
 - Issues in Dispute
 - Timing
 - Discovery needed
 - Voluntary exchange of information
 - Dispositive Motion?
 - Set a time for the Final Hearing
 - Time
 - Place
 - Method

First Appearance Issues

- Electronic discovery
- Threshold issues
- Law that applies
- Need for mediation
- All other issues

Discovery

- Exchange of information between the parties
- Subpoena witnesses and documents
- Limits on discovery
 - Reasonable requests
 - Control costs
 - Hear discovery disputes

Final Hearing

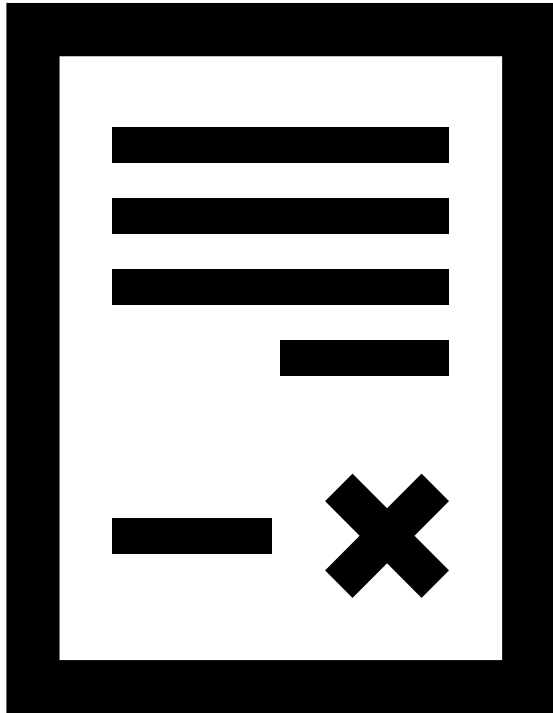
- Presentation of evidence
 - In-person witnesses
 - Sworn statements
 - Video, audio recordings
 - Documents

Final Hearing

- Rules of Evidence
- Waive Final Hearing, written submissions
- Post Hearing submissions
- Final award
 - CONFIDENTIAL

Pros and Cons of Arbitration

Pros and Cons of Arbitration



Pros

Arbitrators & Arbitration Services

Full-Time Neutrals. Flexible, Efficient Processes.

CONTACT US

FIND A MEDIATOR OR ARBITRATOR

OFFICE(S)

Select City

PRACTICE AREAS

Select Practice Area(s)

- | | | | | |
|---|---|---|--|---|
| <input type="checkbox"/> Accounting/Fin... | <input type="checkbox"/> Class Action & ... | <input type="checkbox"/> Estates/Probat... | <input type="checkbox"/> Intellectual Pro... | <input type="checkbox"/> Securities |
| <input type="checkbox"/> Administrative ... | <input type="checkbox"/> Construction | <input type="checkbox"/> Family Law | <input type="checkbox"/> International Tr... | <input type="checkbox"/> Settlement Mas... |
| <input type="checkbox"/> Agribusiness & ... | <input type="checkbox"/> Construction D... | <input type="checkbox"/> Federal Law | <input type="checkbox"/> International & ... | <input type="checkbox"/> Smart Contract... |
| <input type="checkbox"/> Antitrust & Co... | <input type="checkbox"/> Cybersecurity &... | <input type="checkbox"/> Financial Marke... | <input type="checkbox"/> Solutions | <input type="checkbox"/> Special Master/... |
| <input type="checkbox"/> Appellate | <input type="checkbox"/> Education Law | <input type="checkbox"/> Franchise & Dis... | <input type="checkbox"/> Life Sciences | <input type="checkbox"/> Surety |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Employment Law | <input type="checkbox"/> Governmental/... | <input type="checkbox"/> Maritime & Ad... | <input type="checkbox"/> Telecommunica... |
| <input type="checkbox"/> Aviation | <input type="checkbox"/> Energy & Utilities | <input type="checkbox"/> Health Care | <input type="checkbox"/> Personal Injury/... | <input type="checkbox"/> Training, Syste... |
| <input type="checkbox"/> Banking | <input type="checkbox"/> Engineering & ... | <input type="checkbox"/> Health Systems | <input type="checkbox"/> Pharmaceutical... | <input type="checkbox"/> Training/Teachi... |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Engineering (M... | <input type="checkbox"/> Higher Educati... | <input type="checkbox"/> Product Liability | |
| <input type="checkbox"/> Business & Co... | <input type="checkbox"/> Entertainment ... | <input type="checkbox"/> Indian Law | <input type="checkbox"/> Professional Lia... | |



Rules of Evidence

- Informal
- Presentation of testimony shall be kept to a minimum
- Matters shall be presented to the arbitrator(s) primarily through statements and arguments of counsel



Cons





we never settle for less, and
Neither Should You

Margaret Brown, etc. v. R. J.
Reynolds Tobacco Company..
Defective Product Liability



WHAT WE WON
\$13,500,000

PRE-TRIAL OFFER
\$100,000

Carol Reed v. Life Care
Centers of America, Inc.,....
Senior & Elder Nursing Home
Abuse Lawyers



WHAT WE WON
\$12,350,000

PRE-TRIAL OFFER
\$500,000



RUBENSTEIN LAW
PERSONAL INJURY LAWYERS

[HOME](#) [ABOUT US](#) [PRACTICE AREAS](#) [OUR RESULTS](#) [LOCATIONS](#) [CONTACT](#)

1 (844) 570-2544
FREE CONSULTATION 24/7

\$3.9 MILLION SETTLEMENT FOR MOTORCYCLE INJURY ACCIDENT IN TAMPA, FL

\$3.9 Million

After a motorcyclist was cut off by a truck, he sustained various injuries that would keep him from working and partaking in his favorite pastime: riding his bike. Our attorney at

PRODUCT LIABILITY, TREAD SEPARATION

\$2.2 Million

A woman died after her vehicle rolled over because her tires split & separated. As co-counsel we fought for the victims' three adult children and won settlements from both the vehicle and tire manufacturers.

NASTY FALL AT WINN DIXIE LEAVES MAN WITH LIFELONG INJURIES

\$4.8 Million

After a nasty fall on a leaky produce case at Winn Dixie left our client with lifelong injuries attorneys, we secured a \$4.8 million jury verdict for our client.

[READ MORE](#)

CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM

PARTY NAME

LOCAL CASE NUMBER

STATE CASE NUMBER

HEARING DATE

Party Name ?

Last Name, First Name Middle Initial

Party Type ?

Select One

Case Type ?

Select One

Filing Date Range ?

MM/DD/YYYY

to

MM/DD/YYYY



I'm not a robot



reCAPTCHA
Privacy - Terms

! Avoid Captcha by [Registering](#) and/or [Logging In](#)

SEARCH

RESET



When poll is active, respond at pollev.com/bowmanbrooke304

Text **BOWMANBROOKE304** to **22333** once to join

Are you a fan of arbitration agreements?

Yes

No

I am now

Powered by  **Poll Everywhere**

Start the presentation to see live content. For screen share software, share the entire screen. Get help at pollev.com/app

Questions?

Christine L. Welstead, Esq.

+1.305.995.6097, Christine.Welstead@bowmanandbrooke.com

Carolina S. Piñero, Esq.

+1.305.774.7507, Carolina.Pinero@bowmanandbrooke.com

Gisselle Watkins, Esq.

+1.305.774.7519, Gisselle.Watkins@bowmanandbrooke.com

Bowman and Brooke LLP

2 Alhambra Plaza, Suite 800, Coral Gables, FL 33134