

**AMERICAN KENNEL CLUB**

# ***WORKING IT OUT*<sup>sm</sup>**

**A GUIDE FOR DOG CLUBS AND THE AKC  
COMMUNITY TO SOLVE CHALLENGING INTERNAL  
CLUB ISSUES, DOG OWNERSHIP DISAGREEMENTS &  
CLUSTER EVENT DISPUTES**

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## **PREFACE TO WORKING IT OUT**

The American Kennel Club takes great pride in introducing to those who love the sport a revitalized resource for solving disagreements in which the American Kennel Club itself is not involved and over which the American Kennel Club has no official authority.

This new *Working It Out Guide* is easy to use, as you will find out when you review it. The *Guide* opens with suggestions by which participants in three common types of non-AKC disagreements may resolve them on their own – internal club issues; dog ownership disagreements; and cluster event disputes. To address more vexing issues, the *Guide* also introduces a newly available system of mediation and arbitration, providing the assistance of neutrals who are highly experienced in the sport.

In preparing this *Guide*, we would like to express our appreciation to those at the American Kennel Club who encouraged, supported and contributed to this project. Fortunately, they are many, starting with AKC's leadership – AKC's Board of Directors and especially Ronald H. Menaker (Chairman) and Dr. Thomas M. Davies (Vice Chairman); Dennis B. Sprung (President & Chief Executive Officer); and Gina M. DiNardo (Executive Secretary). Each of them enthusiastically supported this project and provided important feedback prior to publication.

We are particularly grateful, as well, for the participation of AKC staff who assisted us by contributing their expertise to portions of this *Guide* – Lisa Cecin (Director, Club Relations); Alan Slay (Director, Event Operations); and Jill Zapadinsky (Director, Call Center/Customer Registration Support). Their input was critical in formulating Part 1 of this *Guide*. Rounding out the AKC team who helped us produce this *Guide* are Cynthia Beagles (Vice President & Assistant General Counsel), Joseph Baffuto (Chief Financial Officer), and Keith Frazier (Executive Vice President of Business Support Services), and we deeply thank them.

The AKC could not have instituted the new mediation and arbitration program described in Parts 2 and 3 of *Working It Out* without the keen interest and active assistance of the International Institute for Conflict Prevention & Resolution. The CPR Institute is a leading provider of innovative, practical dispute resolution services. Noah Hanft (CPR's President & CEO) and Helena T. Erickson (CPR's Senior Vice President), in particular, were instrumental in having the CPR Institute partner with the American Kennel Club on this project. We also thank Simeon Baum of Resolve Mediation Services for his assistance in training our third-party neutrals.

Finally, we are extremely grateful to the initial group who agreed to serve as third-party neutrals. Each of them brings decades of experience, knowledge and enthusiasm for the sport to their neutral role.

In closing, we truly would appreciate the feedback of those who have had an opportunity to review and apply this *Working It Out Guide*. You are the AKC's most important audience.

Jay W. Waks  
Senior Executive Vice President & General Counsel

Heather R. McManus  
Vice President & Deputy General Counsel

The American Kennel Club, Inc.

## **INTRODUCTION TO WORKING IT OUT**

The American Kennel Club® (“AKC”) community is huge and growing. The AKC proudly works with nearly 5,000 clubs, including more than 200 parent clubs – all dedicated to the advancement of purebred dogs. Many clubs also participate in cluster events each year. In addition, well over 500,000 dogs are registered each year with AKC, and many of the dogs which compete annually are co-owned.

No matter how cooperative those involved in the AKC community may be, legitimate disagreements sometimes develop, and the parties themselves need guidance in resolving them to the satisfaction of all concerned.

Over the years, the AKC has assisted the parties informally in efforts to resolve three principal types of “Non-AKC Disputes” (*i.e.*, those in which AKC is not a direct party and which do not involve AKC disciplinary matters). These disputes often involve:

- Internal club arguments over a club’s bylaws and their application (“Internal Club Disputes”); *or*
- Private arguments over dog ownership or co-ownership (“Dog Ownership Disputes”); *or*
- Disputes between or among clubs in regard to cluster events (“Cluster Event Disputes”).

*Working It Out* is designed to be a resource in resolving these disputes to which AKC is not directly a party. Part 1 of *Working It Out* describes the steps the parties may take themselves to find solutions to these types of disagreements. Part 2 reminds us that the AKC can assist the parties informally but, if the parties need more help, they should look to a new special system of private mediation and arbitration before knowledgeable third-party neutrals that the AKC has established. Part 3 provides the details of this unique mediation and arbitration process.

## **PART 1**

### **AKC's SELF-HELP GUIDANCE FOR RESOLVING DISAGREEMENTS**

#### **A. RESOLVING INTERNAL CLUB DISAGREEMENTS**

AKC clubs and their members work together to serve the best interests of purebred dogs and the sport.

Local clubs generally meet numerous times a year, and members may bring to the club's attention any matter in which the club and its members have an interest. Members may also write to the club secretary, asking that concerns or issues be directed to the club board's attention. Parent clubs meet annually, and are best contacted by writing to the secretary by certified mail, return receipt requested, asking that the board of directors review concerns or issues raised.

Generally, the boards of these clubs conscientiously administer and interpret their bylaws as they pursue the mission of their clubs. Of course, given the passions and competitive spirit that infuse much of the sport, it is inevitable that occasional issues, debates and even disputes arise.

#### **COMMON ISSUES**

Among common issues and subjects of debate are those involving:

#### **ELECTION OF OFFICERS AND DIRECTORS**

For example:

- The deadline dates for the appointment of the nominating committee, meeting of the nominating committee, and mailing of the nominating committee's slate have not been adhered to.
- When brought to AKC's attention, it is recommended that the dues payable date or grace period does not fall during the nomination/election process, causing the good standing of a nominated candidate to be questioned.
- The confirmed acceptance of each candidate nominated has not been secured before the slate is mailed.

- The members have not been given adequate time to submit additional nominations.
- Additional nominations have not been accepted at the election meeting although (according to the bylaws) they would be permitted.

### **PROCESSING OF MEMBERSHIP APPLICATIONS AND CLUB MEMBER STATUS/GOOD STANDING**

- The application is not processed in a timely manner.
- The application is not voted on by secret ballot when the bylaws require it to be.
- The applicant is not advised of the application's status in a timely manner.
- A club member's good standing is questioned for non-payment of dues.

### **DISCIPLINARY PROCEDURES**

- All disciplinary actions are not carried out in executive session when required by the bylaws.
- Charges, date, or time and location of the hearing are not mailed well in advance of the hearing in a manner in which it can be confirmed that the accused received the charges.
- Board members who have personal involvement in the disciplinary matter to be addressed, or who may appear as witnesses, have not excused themselves from the entire process.
- The defendant is not permitted to personally appear or bring witnesses.

Often, disagreements stem from a lack of communication. Sometimes this is made worse by personality conflicts. In the vast majority of cases, disputes may be resolved by a careful reading of the club bylaws, and a dispassionate discussion of the facts with club officials.

## **SIX SUGGESTIONS FOR RESOLVING CLUB DISAGREEMENTS**

Unnecessary problems may be avoided by following these simple suggestions. These suggestions will protect your club from angry, emotional arguments and improve chances for early resolution of issues.

### **STEP NUMBER ONE: READ YOUR CLUB'S BYLAWS CAREFULLY**

Often, a careful reading of your club's bylaws will give you the answer. In our experience, almost every dispute can be answered by a clear understanding of the club bylaws.

Also, for answers to frequently asked bylaw questions, please visit AKC's website at: <http://www.akc.org/clubs/manage/bylaw-faq/>

If you do not have a copy of your club's bylaws, please request one from the club secretary in writing. If copies are not available, please write to the AKC Club Relations Department, and include a copy of your correspondence with the club secretary.

The interpretation of club bylaws is the responsibility of each club's board. Most club's bylaws reference, Robert's Rules of Order as the authority on how to handle meetings and parliamentary procedures which may be of assistance to a club in interpreting its bylaws or resolving disputes. If it is a matter of bylaw interpretation, the board of the club should hear from all parties in writing, get the advice of a parliamentarian and/or attorney and set forth clearly in the minutes of a Board meeting its interpretation and determination. When matters remain unresolved, you might consider introducing a bylaw amendment or modification to the standing club rules to clarify the issue and avoid future disagreements.

### **STEP NUMBER TWO: DON'T LET IT GET PERSONAL**

Nothing positive is ever accomplished when a disagreement over club policy or procedure becomes personal. Stick to the facts, and be willing to consider all aspects of an issue. Respect the viewpoints of fellow club members, and ask that they respect yours. In that kind of atmosphere, it is far more likely that you can come to a mutually agreeable solution.



**STEP NUMBER THREE:  
COMMUNICATE IN WRITING WITH YOUR CLUB OFFICERS**

When you take the time to put your concerns in writing, and receive your replies in writing, communications remain clear and focused. All too often, conversations by phone, email, social media or face-to-face can lead to misunderstandings, and a “He said -She said” situation where the parties have different recollections of what took place. By communicating in writing, there is far less chance of mix-ups or misunderstandings — plus you have a clear record of what has been said.

**STEP NUMBER FOUR:  
CONSIDER A BYLAW AMENDMENT**

When matters remain unresolved, you might consider introducing a bylaw amendment or modification to the standing club rules to clarify the issue and avoid future repetitions.

**STEP NUMBER FIVE:  
IF YOU’RE STILL NOT SATISFIED, WRITE AKC – AND STICK TO THE FACTS**

We are always available to help. Please contact us in writing only after you have given the club a reasonable opportunity to respond to your written concerns and resolve the situation within the club. Write to:

**The American Kennel Club  
Club Relations  
101 Park Avenue, 5th Floor  
New York, NY 10178  
[clubrelations@akc.org](mailto:clubrelations@akc.org)**

Remember, we must have facts, stated clearly and concisely. We will want to know what bylaw was violated. When? How was it violated specifically? What steps did you take to resolve the problem with the club? Was it in writing? Are copies of the correspondence included or available?

**STEP NUMBER SIX:  
CONSIDER MEDIATION OR ARBITRATION**

If an impasse is reached, consider mediation or arbitration. An independently neutral and voluntary system of mediation and arbitration is an option for which internal club disputes may well be suited. The AKC has established, through the International Institute for Conflict Prevention and Resolution (“CPR”), CPR’s AKC Protocol, designed to be a service to the AKC community, as the last resort in order to resolve club disputes. CPR’s AKC Protocol

provides mediation and arbitration services to AKC clubs and their members who require this type of assistance using neutrals knowledgeable in the sport. The Protocol is explained in more detail in Parts 2 and 3 of *Working It Out*.

### **A FINAL NOTE:**

Remember, the vast majority of clubs do a very good job of resolving their problems internally, and the answers to almost all disagreements are clearly set forth in the club's bylaws.

The AKC does not consider differences in philosophy and management as bylaw-related matters. If most members of a club believe the board of directors is not being sensitive to a concern or need, they have the orderly means — set forth in their bylaws — to take action within the club to address the situation, in addition to expressing their dissatisfaction at the club's next election. Please remember – Resigning from club membership is not recommended because resignation would preclude you from voting at the club's next election.

We hope these guidelines help you avoid unnecessary conflict if an issue arises. If you have additional questions, feel free to write AKC Club Relations.

## **B. RESOLVING DOG OWNERSHIP DISAGREEMENTS**

### **COMMON ISSUES**

The AKC has long recommended that co-ownerships be avoided. Among disagreements that arise between or among co-owners are those involving:

- Registering a dog with the AKC in co-ownership may cause registration issues at a later date including, but not limited to, the inability to transfer the registration of a dog or the inability to register a litter when a co-owner has been suspended by AKC.
- The parties failed to sign a written agreement setting forth all the terms of co-ownership including how any disputes will be handled.
- Conditional sale or conditional stud or breeding agreements or any agreement that restricts or limits the parties disposition or breeding of the dog.
- Sale of a dog with health issues.

- Name of a dog or pups from a co-owned litter in absence of a signed, written agreement.

Remember, AKC registration is not legal title to a dog, and the AKC itself cannot settle ownership disagreements.

### **SUGGESTIONS FOR RESOLVING DOG OWNERSHIP DISAGREEMENTS**

Unnecessary problems may be avoided by following these simple suggestions.

#### **STEP NUMBER ONE: READ YOUR CONTRACT CAREFULLY**

Often a careful reading of your contract will give you the answer. Your written contract should include, for example, details regarding any fees, spay-neuter agreements, health guarantees, terms of co-ownership, restrictions on breeding, living arrangements, and naming of a dog or pups. It should also include instructions on what to do if, despite your best efforts, co-ownership of the dog simply does not work out.

If you want to have a dispute resolved pursuant to CPR's AKC Protocol, described later in Parts 2 and 3, you may add the following language to your written contract:

“Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution's (“CPR”) AKC Protocol (the “CPR'S AKC Protocol”) by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.”

The co-owners also may take advantage of the voluntary mediation process, described below in the discussion of CPR's AKC Protocol.

#### **STEP NUMBER TWO: DON'T LET IT GET PERSONAL**

Nothing positive is ever accomplished when a disagreement over ownership becomes personal.

**STEP NUMBER THREE:  
COMMUNICATE CLEARLY AND PREFERABLY IN WRITING WITH THE OTHER PARTY**

When you take the time to set forth your concerns in writing so that a clear written response is possible, communications remain clear and focused.

**STEP NUMBER FOUR:  
AMEND EXISTING CONTRACT OR ENTER INTO A WRITTEN CONTRACT**

When matters still remain unresolved, you might consider whether the written contract needs to be modified or if you do not have a written contract whether or not you need to enter into one.

**STEP NUMBER FIVE  
IF YOUR DISPUTE INVOLVES AKC REGISTRATION ISSUES CONTACT THE AKC**

We are available to help if we can with respect to AKC registration issues only. Please contact us in writing only after you have given the other party a reasonable opportunity to respond to your written concerns and resolve the situation between yourselves. You should also consult AKC's Rules, Regulations and Policies regarding registration which may be found at <http://www.akc.org/rules/>. Write to:

**The American Kennel Club  
Customer Registration Support Department  
8051 Arco Corporate Dr., Suite 100  
Raleigh, NC 27617  
customerregistrationsupport@akc.org**

The Customer Registration Support Department will do its best to assist you. Please keep in mind that each item is individually reviewed and there are variables that affect the outcome. All items will be researched and a determination will be made based on AKC Rules and Regulations, policies and procedures. There will be some instances where Customer Registration Support either cannot assist you or you may be unhappy with the potential result. In that case, you may wish to use CPR's AKC Protocol described below. Please note, both parties must agree to use the dispute resolution mechanisms described in CPR's AKC Protocol.

**STEP NUMBER SIX:  
CONSIDER MEDIATION OR ARBITRATION**

If an impasse is reached, consider mediation or arbitration, rather than going to court.

An independently neutral and voluntary system of mediation and arbitration is an option for which dog ownership disputes may well be suited. The AKC has established, through the International Institute for Conflict Prevention and Resolution (“CPR”), CPR’s AKC Protocol, designed to be a service to the AKC community, as the last resort in order to resolve club disputes outside of court. CPR’s AKC Protocol provides mediation and arbitration services to AKC clubs and their members who require this type of assistance. The Protocol is explained in more detail in Parts 2 and 3 of *Working It Out*.

**C. RESOLVING CLUSTER EVENT DISAGREEMENTS**

Many Clubs enter into arrangements with other clubs to hold cluster events.

**COMMON ISSUES**

Commonplace disputes that may arise among clubs involved in a cluster are those involving:

- Sharing of revenue
- Sharing of expenses
- Sharing of judges and judge hospitality
- Days of the week each club will hold their event
- Permission rights to dates if the cluster event dissolves or the clubs in a cluster change
  - Selection of and responsibility of show support services (photographer; parking; site cleanup; EMS; veterinarian; concessions; other vendors)
  - Site responsibility (setup; hospitality; grooming area; break down; insurance; others)

## **SUGGESTIONS FOR RESOLVING CLUSTER EVENT DISAGREEMENTS**

Unnecessary problems may be avoided by following these simple suggestions.

### **STEP NUMBER ONE:**

#### **READ YOUR CONTRACT CAREFULLY**

Often a careful reading of your contract will give you the answer. Your written contract should include for example, details regarding any splitting of expenses, splitting of revenue, dates of each club's event within the cluster or how the dates will rotate, site responsibility (setup, breakdown, or other responsibility), vendor selection, judges selection and judges hospitality (setup, breakdown, or other responsibility), vendor selection, judges and judges hospitality.

If clubs work out a cluster arrangement, it is recommended that the clubs enter into a written agreement setting forth all the terms including how any disputes will be handled. If you want to have disputes resolved pursuant to CPR's AKC Protocol, you may add the following language to your written agreement:

“Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution's ("CPR") AKC Protocol (the "CPR'S AKC Protocol") by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.”

The clubs also may take advantage of the voluntary mediation process, described below in the discussion of CPR's AKC Protocol.

### **STEP NUMBER TWO:**

#### **DON'T LET IT GET PERSONAL**

Nothing positive is ever accomplished when a disagreement becomes personal.

### **STEP NUMBER THREE:**

#### **COMMUNICATE CLEARLY AND PREFERABLY IN WRITING WITH THE OTHER PARTY**

When you take the time to set forth your concerns in writing so that a clear written response is possible, communications remain clear and focused.

**STEP NUMBER FOUR:  
AMEND EXISTING CONTRACT OR ENTER INTO A WRITTEN CONTRACT**

When matters still remain unresolved, you might consider whether the written contract needs to be modified or if you do not have a written contract whether or not you need to enter into one.

**STEP NUMBER FIVE:  
IF YOUR DISPUTE INVOLVES AKC EVENT APPROVAL ISSUES CONTACT THE AKC**

We are available to help if we can. Please contact us with respect to AKC Event Approval issues only, in writing only after you have given the other party a reasonable opportunity to respond to your written concerns and resolve the situation between yourselves. You should also consult AKC's Rules, Regulations and Policies regarding Event approval which may be found at <http://www.akc.org/rules/>. Write to:

**The American Kennel Club  
Director, AKC Event Operations  
PO Box 900051  
Raleigh, NC 27675-9051  
eventplans@akc.org**

**STEP NUMBER SIX:  
CONSIDER MEDIATION OR ARBITRATION**

If an impasse is reached, consider mediation or arbitration.

An independently neutral and voluntary system of mediation and arbitration is an option for which cluster event disputes may well be suited. The AKC has established, through the International Institute for Conflict Prevention and Resolution ("CPR"), CPR's AKC Protocol, designed to be a service to the AKC community, as the last resort in order to resolve club disputes without having to go to court. CPR's AKC Protocol provides mediation and arbitration services to AKC clubs and their members who require this type of assistance. The Protocol is explained in more detail in Parts 2 and 3 of *Working It Out*.

## PART 2

### **THE AKC IS ASSISTING CLUBS AND DOG OWNERS TO RESOLVE THEIR DISAGREEMENTS INFORMALLY AND WITH THE HELP OF KNOWLEDGEABLE THIRD-PARTY NEUTRALS**

Part 1 of *Working It Out* provides AKC's guidance on practices that should help minimize disagreements between parties or assist in having the parties themselves expeditiously resolve three types of Non-AKC Disputes – Internal Club Disputes; Dog Ownership Disputes; Cluster Event Disputes. But what if the parties cannot work it out themselves?

An independently neutral and voluntary system of mediation and arbitration is an option to which these types of Non-AKC Disputes may be directed as alternatives to the lingering effects that divisive arguments may have if left unresolved or to the cost and disruptions of court proceedings to resolve them.

As a service to the AKC community, the AKC has worked with the International Institute for Conflict Prevention & Resolution (“CPR”) to create a dispute resolution process tailored to these types of Non-AKC Disputes. This process centers around the techniques of mediation and arbitration that are described in greater detail in “CPR’s AKC Protocol” in Part 3 of *Working It Out*.

You should turn to this Protocol, however, only after the parties have exhausted their own efforts and have reached impasse. In this connection, the Protocol itself preserves the AKC's continued ability to work with the parties informally in an effort to resolve their Non-AKC Disputes informally and cost-effectively, prior to more formal mediation and arbitration.

CPR is an independent, nonprofit Alternative Dispute Resolution provider offering innovative, practical arbitration, mediation and other dispute resolution services. CPR has the advantages of flexibility and cost and has offered to administer a voluntary mediation and arbitration program that is tailored to the needs of the AKC community.

Simply put, mediation is negotiation facilitated by a third-party neutral whose goal is to find consensual resolution of a dispute on terms to which the parties themselves agree. Arbitration offers the parties the opportunity to have the third-party neutral impose a final and binding resolution of their problem after the parties have had an opportunity to explain their position to the neutral.

A panel of mediators and arbitrators (“Neutrals”) is maintained by CPR for the exclusive assignment to matters brought under CPR’s AKC Protocol. These Neutrals have been selected for their considerable knowledge and experience with dog ownership, event clusters and clubs.



To be clear, by using CPR's services and CPR's AKC Protocol, the parties are agreeing that: (i) the AKC is not involved directly in their dispute(s); (ii) neither the AKC, nor CPR nor the Neutrals bear any responsibility or liability to the parties; (iii) the parties promptly will comply with any agreement reached in mediation and any award in arbitration and promptly will take all steps necessary to comply with the agreement or award and with AKC's implementation of same; *and* (iv) the parties will not name, subpoena or otherwise involve the AKC, CPR and/or the CPR-appointed mediator and arbitrator in any court or other adversarial proceedings in regard to the subject matter of their dispute.

For convenience, the voluntary rules presented in CPR's AKC Protocol are individually referred to as "CPR's AKC Fast-Track Mediation Rules" and "CPR's AKC Fast-Track Arbitration Rules".

To commence a mediation or arbitration under CPR's AKC Protocol, the steps are simple:

- The parties first must satisfy themselves that they have exhausted reasonable efforts to resolve their dispute themselves or through the informal assistance of AKC staff.
- All parties must be in agreement to pursue a mediation or arbitration under CPR's AKC Protocol.
- If the parties themselves have agreed upon the person who would serve as the Neutral in a mediation or arbitration, the parties may arrange to have that Neutral hold the mediation or arbitration, using CPR's AKC Protocol.
- If the parties themselves cannot agree upon a Neutral, one of them, on behalf of all parties, should notify CPR that the parties wish to proceed under CPR's AKC Protocol and request the appointment of a Neutral for their mediation or arbitration.
- CPR will request that all parties sign a written consent to mediation or arbitration pursuant to CPR's AKC Protocol and, thereafter, will commence the process under CPR's AKC Fast-Track Mediation Rules or CPR's AKC Fast-Track Arbitration Rules.
- CPR's AKC Fast-Track Mediation Rules and CPR's AKC Fast-Track Arbitration Rules are set forth in Part 3. All parties are expected to have read and understood the Rules before commencing their mediation or arbitration.

In pursuing mediation or arbitration, the parties and their representatives, if any, are expected to show respect for each other and the Neutral and fully cooperate in complying with the rules under CPR's AKC Protocol and all directions of the Neutral.

CPR is always available to answer your questions in regard to application of these mediation and arbitration rules.

You may contact CPR at its specially dedicated e-mail address for this new program:  
**akc@cpradr.org**

Or at:

CPR Institute  
30 East 33<sup>rd</sup> Street – 6<sup>th</sup> Floor  
New York, NY 10016  
Helena Tavares Erickson - 646-753-8237  
Citlalli Grace - 646-753-8230

And, dependent on the issue, you always may contact AKC for informal guidance:

- AKC Club Relations, [clubrelations@akc.org](mailto:clubrelations@akc.org)
- AKC Event Operations, [eventplans@akc.org](mailto:eventplans@akc.org)
- AKC Customer Registration Support, [customerregistrationsupport@akc.org](mailto:customerregistrationsupport@akc.org)

AKC customer service (919-233-9767) can direct you to the correct department if you are unsure where to start.

The next section, Part 3, contains the formal rules for mediation and arbitration under CPR's AKC Protocol.

## **PART 3**

### **CPR's AKC PROTOCOL**

#### **CPR's AKC FAST-TRACK MEDIATION AND ARBITRATION RULES OF PROCEDURE FOR CERTAIN DISPUTES IN THE AMERICAN KENNEL CLUB COMMUNITY**

##### **A. CPR's AKC FAST-TRACK MEDIATION RULES**

###### **1. Initiation of Mediation**

- a. CPR's AKC Fast-Track Mediation Rules may be adopted by voluntary agreement of the parties, with or without modification, before or after a dispute has arisen, either through a pre-dispute clause in a contract, or by entering into a dispute submission agreement.
- b. Either party, with the consent of the other, may initiate the mediation by notifying CPR in writing.

###### **2. Mediator Appointment**

- a. The mediator may be mutually selected by the parties from the list of AKC-designated Neutrals who have been approved and listed by CPR or, in the event the parties cannot agree, appointed by CPR from this list ("Mediator"). At the request of either party, CPR will act expeditiously to appoint the Mediator.
- b. If the Mediator determines that additional independent expertise is needed, the Mediator will make a recommendation to the parties for the selection of an independent expert to assist in the mediation.

###### **3. Mediation Locale**

- a. The Mediator may pursue conferences and meetings with the parties or either of them in person, telephonically or otherwise electronically.
- b. In those instances in which both parties request in-person mediation, the locale for mediation will be set by the parties. In case of a dispute, the Mediator will set the locale.

#### 4. Initial Conferences

- a. No later than two (2) business days after appointment, the Mediator will contact the parties for the purpose of conducting a conference to establish the time and place for the mediation, required attendees, and the submission of materials to assist the mediation.
- b. The Mediator may confer directly with either party prior to and during the mediation so long as both parties are afforded a similar opportunity to be heard.

#### 5. Mediation Initial Submissions

- a. Each party's submission shall be divided into the following parts:
  - i. A non-confidential submission, which shall include a short statement of facts and issues to be resolved as separate agenda items with an identification of the persons who control the resolution of each agenda item.
  - ii. A confidential submission, which, for each agenda item, shall state the party's goals. The confidential submission shall be provided to the Mediator directly and not exchanged with the other side.
- b. Each party's submission shall identify on the first page of the submission what, if any, particular expertise is needed to resolve the dispute.
- c. Each party's submission shall not exceed four (4) pages in total, unless expressly requested by the Mediator. The parties may supplement their respective submissions with limited documentation (not to exceed ten (10) pages) that has been referenced in the submissions.

#### 6. Mediation Session Submissions

Two (2) days prior to the mediation session, each party may submit a short additional mediation statement. Absent further direction from the Mediator or agreement of the parties, the additional mediation statement shall have three parts and not exceed four (4) pages in total:

- a. First part: joint statement of efforts to-date to resolve the dispute, listing points of resolution, points of division and last offers, stating whether such offers are outstanding or withdrawn;

- b. Second part: each party's short statement of position on every open agenda item;
- c. Third part: a confidential submission to the Mediator listing, for each party, the economic costs and business or other issues with respect to each agenda item, or any other information a party deems important for the Mediator to know.

## 7. Mediation Sessions

- a. To the extent feasible, mediation sessions will occur telephonically, on consecutive days.
- b. Sessions shall be confidential. Confidentiality shall cover all oral communications with or in the presence of the Mediator and all written communications.
- c. The submission to mediation under these rules shall be deemed an agreement by each submitting party to treat the mediation session and all reasonably connected communications as compromise or settlement negotiations entitled to protection of Fed. R. Civ. P. 408 and any similar state rule. No statement may ever be used in any other proceeding for any purpose whatsoever unless the parties expressly, in writing, waive confidentiality.
- d. The Mediator's role shall be to facilitate resolution of agenda items, and the Mediator shall have no power to impose a resolution.
- e. The Mediator shall have complete discretion and control over each mediation session, including the time period for each session and suspension of any session.

## 8. Termination of Mediation

- a. The mediation will be terminated if the parties achieve a resolution or, alternatively, if either the Mediator or one of the parties determines that, in its view, the mediation is not productive.
- b. If the dispute was not completely resolved, upon termination, the Mediator may recommend to the parties alternative methods for resolving all or part of the dispute. Such methods may include:

- i. arbitration of all or a part of the unresolved agenda items; and
    - ii. such other methods as the Mediator deems appropriate in light of the nature of the parties' unresolved agenda items. Such recommendations may include separation of agenda items for purposes of mediation, arbitration or other dispute resolution suggestions and ordering of the process by which each agenda item shall be resolved.
  - c. The Mediator's recommendations, if any, shall be non-binding on the parties. With respect to any such recommendations, no party shall be required to respond directly to the Mediator. The parties shall confer to determine if any such recommendation is acceptable and jointly inform the Mediator of their decision. If the parties accept the Mediator's recommendation and if the recommendation involves the sharing of information or positions developed during the mediation process, the parties shall be deemed to have waived confidentiality but only to the extent necessary to implement the recommendation.
9. The Mediator and the parties shall endeavor, in good faith, to hold a mediation session within sixty (60) days of notification to the parties by CPR of the Mediator's designation. Thereafter, the parties will proceed expeditiously to conclude the mediation.
10. The parties may pursue the mediation without attorneys.

## **B. CPR's AKC MEDIATION/ARBITRATION OPTION**

### **1. Mediator's Role in the Arbitration Option**

At any point during the mediation, the parties may mutually consent to submit any matter or portion thereof to arbitration, for final and binding resolution, before the same Neutral acting as the Mediator. The Mediator shall not be disqualified to serve as an arbitrator. By consenting to mediation/arbitration before the same Neutral, the parties will be deemed to waive any objection to such a procedure and accept such a procedure as a tool to break impasses on critical agenda items that may assist in the resolution of the overall disagreements between the parties. Any such consent shall be in writing.

### **2. Selection of Rules**

At the time of any such consent, the parties shall agree upon the rules that will govern the arbitration. The parties may agree upon any rules that they deem appropriate including use of some or all of CPR's AKC Fast-Track Arbitration

Rules set forth below or any other rules that are mutually agreeable. Such agreement shall be in writing and made a part of the consent to arbitration. The parties also may permit the Arbitrator to select the appropriate rules and procedure that will govern that arbitration.

3. This option is available only to the extent permitted by law.
4. Congruent Tracks

The parties also may select mediation/arbitration by using different Neutrals serving as the Mediator and the Arbitrator.

**C. CPR's AKC FAST-TRACK ARBITRATION RULES**

1. Initiation of Arbitration and Notice of Defense

a. Arbitration shall be initiated as follows:

- i. The party commencing the arbitration (the "Claimant") shall address to the other party (the "Respondent") a notice of arbitration. The notice of arbitration shall state which of the following subjects the dispute involves:

- Internal Club Disputes, *i.e.*, internal arguments over club bylaws and their application; *or*
- Dog Ownership Disputes, *i.e.*, private arguments over ownership that might implicate AKC's record of registration; *or*
- Inter-Club Cluster Event Disputes, *i.e.*, disputes between or among clubs in regard to cluster events.

- ii. The arbitration shall be deemed commenced as to any Respondent on the date on which the notice of arbitration is received by the Respondent.

- b. The Respondent shall have ten (10) days to serve its notice of defense(s) to the claim(s) set forth in the notice of arbitration.

c. As part of the stated claim(s) and defense(s), a party shall provide:

- i. adequate notice of all claims or defenses as applicable;
- ii. a separate section identifying the parties' relationship;
- iii. a separate section identifying the significance of the dispute to that relationship;

- iv. a separate section articulating the desired result and claim for relief;
  - v. a separate section listing names and addresses of all potential witnesses reasonably necessary to be called;
  - vi. a separate section identifying the location and the categories of all documents in the party's possession, custody or control that may be necessary and relevant to resolution of the dispute;
  - vii. a statement of any subject matter expertise the party believes is needed for a just resolution.
- d. Any notice required hereunder shall be provided by email (read receipt required) or overnight express delivery (receipt acknowledgement required).
- e. Any counterclaim shall be asserted with the notice of defense. The counterclaim and notice of defense to the counterclaim shall follow the procedures set forth above.

## 2. Selection of Arbitrator

- a. By selecting these rules of procedure, the parties are agreeing that a single Arbitrator shall hear and decide the dispute.
- b. No later than five (5) days after the issues have been joined through service of the last due notice of defense, the parties shall exchange lists of proposed Arbitrators in an effort to select an Arbitrator by mutual agreement. The parties may select the Arbitrator from the list maintained by CPR of AKC-designated/CPR-approved Arbitrators. The parties shall at the same time serve on CPR all notices of claims and defenses.
- c. No later than ten (10) days after the issues have been joined, the parties will notify CPR whether they have resolved the selection of an arbitrator by mutual agreement. In the absence of mutual agreement, both parties will be deemed to have requested CPR to select the single Arbitrator. CPR will select the Arbitrator to hear the dispute in the following manner:
  - i. CPR shall convene the parties by telephone to attempt to select an Arbitrator by agreement of the parties.
  - ii. If the parties do not agree on an Arbitrator, CPR will select the next available Arbitrator from its list of AKC-designated/CPR-approved Arbitrators.



- d. The Arbitrator shall commit to being Neutral and independent and to hold hearings and render an award within the time periods established by these Rules.

### 3. Arbitration Locale

- a. The parties shall mutually agree on the locale for arbitration no later than five (5) days after the issues have been joined through service of the last due notice of defense.
- b. In absence of agreement, the Arbitrator shall determine the appropriate locale based on the contentions of the parties and the circumstances of the arbitration, and the arbitrator's decision shall be final and binding.
- c. The designation of the locale shall not restrict the Arbitrator's direction of written, telephonic and other electronic submissions in lieu of or to supplement in-person conferences and hearings.

### 4. Pre-hearing Conference

Within five (5) business days of appointment, the Arbitrator shall hold a pre-hearing conference. The objective of the conference will be to discuss all elements of the arbitration with a view to planning its future conduct. Matters to be considered in the pre-hearing conference may include, but are not limited to, procedural matters such as the time allotted to each party for presentation of its case and for rebuttal, the need for expert witnesses and how that testimony would be presented, identification and narrowing of issues, stipulations of fact and admissions, document authentication, possibility of settlement and any other matter which the Arbitrator or parties believe is relevant. The Arbitrator may hold one or more conferences in the Arbitrator's discretion.

### 5. Limited Discovery

- a. Except as otherwise ordered by the Arbitrator, discovery shall be limited to the exchange of documents.
- b. Upon date(s) established by the Arbitrator, both parties will serve on the other:
  - i. all non-privileged hardcopy and electronic documents that they reasonably believe are relevant to any issue to be resolved in the arbitration;

- ii. a privilege log with a sufficient description so that the assertion of privilege can be evaluated appropriately by the non-producing party and the Arbitrator;
- iii. in addition, each party may serve a list of particular categories of documents needed with respect to the dispute, which list shall attempt to be as specific as reasonably practicable, and each party shall then serve in response a statement of whether the initial production included the requested documents and, if not, whether the production will be supplemented or whether there is an objection thereto;
- iv. any documents not produced two (2) weeks prior to the arbitration hearing may not be used by the producing party at the hearing, except as rebuttal documents which may be admitted in the discretion of the Arbitrator.

## 6. Neutral Expert

- a. If the Arbitrator deems it appropriate, the Arbitrator may appoint an independent neutral expert to assist the Arbitrator in gathering facts necessary to a full and fair resolution.
- b. The neutral expert shall render his/her report in writing with copies to each party.
- c. The cost for the neutral expert shall be shared by the parties.

## 7. Hearings

- a. Hearings may be held or witnesses presented telephonically or by video conference or such other manner as the Arbitrator deems appropriate and may direct.
- b. The Arbitrator may impose a timed hearing with equitable time allotted to each party to present its evidence. In any timed hearing, a party may present a witness or documentary evidence on direct examination through an affidavit or through an offer of proof or testimony. The Arbitrator may also limit the number of experts to be presented by the parties.
- c. The Arbitrator shall determine the appropriate procedures for the arbitration bearing in mind that the parties selected fast-track arbitration to achieve a fast, equitable solution without the formalities required by judicial processes.

- d. The parties shall produce such evidence as the Arbitrator deems necessary to understand and determine the matters in dispute. The Arbitrator shall have the power to subpoena witnesses or documents upon request of either party or as deemed necessary by the Arbitrator in accordance with applicable law.
- e. Unless the parties have otherwise jointly consented, hearings will commence within sixty (60) days of case commencement and will be closed within thirty (30) days thereafter. The Arbitrator will make every effort to schedule each side's presentation of evidence on consecutive days.
- f. If the parties have related agenda items pending in mediation, at the request of either party, the Mediator (if separate from the Arbitrator) may attend the arbitration sessions.

## 8. Mediation

The Arbitrator may refer any portion of the dispute to mediation before rendering an award. Mediation will be conducted in accordance with CPR's AKC Fast-Track Mediation Rules.

## 9. Award

- a. The award will be rendered within fourteen (14) days of the close of hearings.
- b. The Arbitrator will render a written reasoned award as to each matter submitted to arbitration ("Award").
- c. Service of the Award on both parties shall be within the time fixed by the agreement to arbitrate or within the time fixed by the Arbitrator.
- d. The Award will be final and binding upon the parties to the arbitration and each of them.

## 10. Costs

All costs shall be borne equally by the parties, but the Arbitrator may divide costs as the Arbitrator deems appropriate as part of the Award. Costs include the costs and fees charged by CPR, counsel fees and any expert fees.

11. The parties may pursue the Arbitration without attorneys.
12. All fact-based submissions to the arbitrator, whether in person, in writing, or electronically submitted, shall be sworn to as being truthful, accurate and relevant.

**D. COSTS & FEES TO THE PARTIES AND RELATED MATTERS**

1. CPR is providing this service to the AKC community at a reduced cost.
2. CPR's filing fee will be \$650 (non-refundable) and will be split equally between the parties.
3. The fees and expenses of the Mediator and the Arbitrator also will be equally shared between the parties.
4. The hourly fees charged by the Mediators and Arbitrators are set by them individually and are on file with CPR.
5. If the Neutral or CPR expects a case to exceed four (4) hours, the Neutral or CPR may direct the parties to deposit with CPR, in advance, an amount (as determined by CPR) split evenly between or among the parties, against which the Neutral's fees will be paid as the case progresses.

## **The AKC Mission**

The American Kennel Club is dedicated to upholding the integrity of its registry, promoting the sport of purebred dogs and breeding for type and function.

Founded in 1884, the AKC and its affiliated organizations advocate for the purebred dog as a family companion, advance canine health and well-being, work to protect the rights of all dog owners, and promote responsible dog ownership.

The American Kennel Club  
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Raleigh, NC 27617-3390  
(919) 233-9767  
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The American Kennel Club is proud to serve the fancy and the sport by providing this *Working It Out Guide*. For further advice, you may contact:

Club Relations Internal Club Disputes -- [clubrelations@akc.org](mailto:clubrelations@akc.org)

Cluster Event Disputes – [eventplans@akc.org](mailto:eventplans@akc.org)

Dog Ownership Disputes -- [customerregistrationsupport@akc.org](mailto:customerregistrationsupport@akc.org)