Adoption of the Revised Uniform Arbitration Act
Be Prepared - What You Need To Know About
Its Substantial Impact on Construction and Commercial Arbitrations

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1. Connecticut adopted HB-5258 on June 6, 2018. It has become PA 18-94 and will be effective October 1, 2018.

2. The act is not presently codified, but should be codified in 2019.

3. RUAA §1 contains definitions. None of the definitions are unusual to anyone knowledgeable about arbitration, which the possible exception of a "record." This is the word the Uniform Law Commission now uses instead of a "writing" to make it clear electronic records are included in the concept of a writing. This idea is codified at Connecticut General Statutes §1-260 to §1-265.

   There is no analog to this section under the current law.

4. RUAA §2 defines what constitutes notice. (a) provides "A person gives notice to another person by taking action that is reasonably necessary to inform the other person in ordinary course, whether or not the other person acquires knowledge of the notice."

   (c) provides "A person receives notice when the notice comes to the person's attention or the notice is delivered at the person's place of residence or place of business, or at another location held out by the person as a place of delivery of such communications."

   There is no analog to this section under the current law.

5. RUAA §3 provides this act generally applies to "agreement[s] to arbitrate made on or after October 1, 2018, except that any proceeding that is governed by chapter 48, 68, 113, 166 or 743b of the general statutes, or any other provision of the general statutes, related to an agreement to arbitrate that was made prior to, on or after October 1, 2018, shall be subject to chapter 909 of the general statutes"

   There are exceptions:

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(1)(A) All the parties to the proceeding agree in a record to be governed by sections 1 to 31, inclusive, of this act, ***and*** (B) the agreement under subparagraph (A) of this subdivision is permitted by a law of this state other than sections 1 to 31, inclusive, of this act

OR

The proceeding is governed by sections 1 to 31, inclusive, of this act pursuant to a law of this state other than sections 1 to 31, inclusive, of this act.

Basically, this means the parties may opt into the Revised Uniform Arbitration Act.

6. RUAA §4 The parties may waive any provision of the RUAA EXCEPT:

Before the controversy arises, the parties may not waive or restrict:

RUAA §5(a) That an application can be made to the Superior Court by way of a motion.

RUAA §6(a) That the agreement to arbitrate is valid, enforceable and irrevocable, except upon a ground that exists at law or in equity for the revocation of a contract.

RUAA §17(a) That an arbitrator may issue a subpoena for the attendance of a witness and for the production of records and other evidence at any hearing and may administer oaths. A subpoena must be served in the manner for service of subpoenas in a civil action and, upon motion to the court by a party to the arbitration proceeding or the arbitrator, enforced in the manner for enforcement of subpoenas in a civil action.

RUAA §17(b) That in order to make the proceedings fair, expeditious and cost effective, upon request of a party to or a witness in an arbitration proceeding, an arbitrator may permit a deposition of any witness to be taken for use as evidence at the hearing, including a witness who cannot be subpoenaed for or who is unable to attend a hearing. The arbitrator shall determine the conditions under which the deposition is taken.

RUAA §26(a) A court of this state having jurisdiction over the controversy and the parties may enforce an agreement to arbitrate.

RUAA §26(b) An agreement to arbitrate providing for arbitration in this state confers exclusive jurisdiction on the court to enter judgment on an award.

RUAA §28 An appeal may be taken from:
(1) An order denying a motion to compel arbitration;
(2) an order granting a motion to stay arbitration;

(3) an order confirming or denying confirmation of an award;
(4) an order modifying or correcting an award;
(5) an order vacating an award without directing a rehearing; or
(6) a final judgment entered pursuant to sections 1 to 31, inclusive, of this act.

RUAA §4(b)(2) unreasonably restrict the right under section 9 of this act to notice of the initiation of an arbitration proceeding.

RUAA §4(b)(3) unreasonably restrict the right under section 12 of this act to disclosure of any facts by a neutral arbitrator.

RUAA §4(b)(4) the right under section 16 of this act of a party to an agreement to arbitrate to be represented by a lawyer at any proceeding or hearing under sections 1 to 31, inclusive, of this act, provided an employer and a labor organization may waive the right to representation by a lawyer in a labor arbitration.

RUAA §4(c) the requirements of this section or section 3 (the effective date), 7 (the power to compel arbitration), 14 (the arbitrator's immunity from civil liability) or 18 (enforcement of interim measures) of this act, subsection (d) or (e) of section 20 of this act (the court may remand an award to an arbitrator for modification or correction, which is then enforceable as if it was the original award), or sections 22, 23, 24, 25, 29, 30 and 31 of this act or section 37-3a of the general statutes, as amended by this act.

There is no analog to this section under the current law, although awards may be modified or corrected under Connecticut General Statutes §52-419.

7. RUAA §5 provides an application for judicial relief shall be made by motion to the court and heard in the manner provided by law or rule of court for making and hearing motions.

This generally tracks Connecticut General Statutes §52-410 (without providing any specific detail), which provides

(a) A party to a written agreement for arbitration claiming the neglect or refusal of another to proceed with an arbitration thereunder may make application to the superior court for the judicial district in which one of the parties resides or, in a controversy concerning land, for the judicial district in which the land is situated or, when the court is not in session, to any judge thereof, for an order directing the parties to proceed with the arbitration in compliance with their agreement. The application shall be by writ of summons and complaint, served in the manner provided by law.

(b) The complaint may be in the following form: "1. On ...., 20.., the plaintiff and the defendant entered into a written agreement for arbitration, of which exhibit A, hereto

attached, is a copy. 2. The defendant has neglected and refused to perform the agreement for arbitration, although the plaintiff is ready and willing to perform the agreement. The plaintiff claims an order directing the defendant to proceed with an arbitration in compliance therewith."

(c) The parties shall be considered as at issue on the allegations of the complaint unless the defendant files answer thereto within five days from the return day, and the court or judge shall hear the matter either at a short calendar session, or as a privileged case, or otherwise, in order to dispose of the case with the least possible delay, and shall either grant the order or deny the application, according to the rights of the parties.

The complainant does not need to use a summons and complaint, but need only use a summons and an order to show cause. Practice Book form 4-003 provides arbitration shall be compelled by bringing a motion (even though that is not provided by statute).

8. RUAA §6 provides:

(a) 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.

(b) The court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate.

(c) An arbitrator shall decide whether a condition precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable.

(d) If a party to a judicial proceeding challenges the existence of, or claims that a controversy is not subject to, an agreement to arbitrate, the arbitration proceeding may continue pending final resolution of the issue by the court, unless the court otherwise orders.

Connecticut General Statutes §52-408 presently provides: Agreements to arbitrate. An agreement in any written contract, or in a separate writing executed by the parties to any written contract, to settle by arbitration any controversy thereafter arising out of such contract, or out of the failure or refusal to perform the whole or any part thereof, or a **written provision in the articles of association or bylaws of an association or corporation of which both parties are members to arbitrate any controversy which may arise between them in the future**, or an agreement in writing between two or more persons to submit to arbitration any controversy existing between them at the time of the agreement to submit, or an agreement in writing between the parties to a marriage to submit to arbitration any controversy between them with respect to the dissolution of their marriage, except issues related to child support, visitation and custody, shall be

valid, irrevocable and enforceable, except when there exists sufficient cause at law or in equity for the avoidance of written contracts generally.

The black letter law regarding the articles of association or bylaw was removed from the statute. However, the comments to the RUAA claim this was not intended as a change regarding this point:

> Subsection (a), being the same as Section 1 of the Uniform Arbitration Act ("UAA"), is intended to include arbitration provisions contained in the bylaws of corporate or other associations as valid and enforceable arbitration agreements. Courts that have addressed whether arbitration provisions contained in the bylaws of corporate or other associations are enforceable under the UAA have unanimously held that they are. *See Elbadramany v. Stanley*, 490 So.2d 964, 964-65 (Fla. Dist. Ct. App. 1986); *Wigod v. Chicago Mercantile Exchange*, 490 N.E.2d 39 (Ill. App. Ct. 1986); *Van C. Argiris & Co. v. May*, 398 N.E.2d 1239, 1240 (Ill. App. Ct. 1979); *Maine Cent. R. Co. v. Bangor & Aroostook R. Co.*, 395 A.2d 1107, 1119-1121 (Me. 1978). *See also Keith Adams & Associates, Inc. v. Edwards*, 477 P.2d 36, 38 (Wash. Ct. App. 1970); *Willard Alexander, Inc. v. Glasser*, 290 N.E.2d 813, 814 (N.Y. 1972).
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> This result, that corporate bylaws are contracts between the corporation and its shareholders and among its shareholders, is consistent with the rule in the majority of jurisdictions, including Delaware, New York, Illinois, Massachusetts, and California. *See ER Holdings, Inc. v. Norton Co.*, 735 F. Supp. 1094, 1097 (D. Mass. 1990); *Kidsco Inc. v. Dinsmore*, 674 A.2d 483, 492 (Del. Ch. 1995) (citing *Centaur Partners, IV v. National Intergroup, Inc.*, 582 A.2d 923, 926 (Del. 1990)); *Black v. Glass*, 438 So.2d 1359, 1367 (Ala. 1983); *Norris v. S. Shore Chamber of Commerce*, 424 N.E.2d 76, 77 (Ill. App. Ct. 1981); *Procopio v. Fisher*, 443 N.Y.S.2d 492, 495 (N.Y. App. Div. 1981); *Jessie v. Boynton*, 361 N.E.2d 1267, 1273 (Mass. 1977); *O'leary v. Board of Directors, Howard Young Medical Center, Inc.*, 278 N.W.2d 217, 222 (Wis. Ct. App. 1979); *Casady v. Modern Metal Spinning & Mfg. Co.*, 10 Cal. Rptr. 790, 793 (Cal. Ct. App. 1961). *See also Brenner v. Powers*, 584 N.E.2d 569, 574 (Ind. Ct. App. 1992) (holding that the bylaws of Indiana not-for-profit corporation are generally "a form of contract between the corporation and its members and among the members themselves"). Moreover, a number of additional jurisdictions that have not specifically held corporate bylaws to be contracts have determined that such bylaws should be construed and interpreted as though they were contracts. *See Unigroup, Inc. v. O'Rourke Storage & Transfer Co.*, 980 F.2d 1217, 1220 (8th Cir. 1992) (applying Missouri law); *Phillips v. National Trappers Ass'n*, 407 N.W.2d 609, 611 (Iowa Ct. App. 1987); *Storrs v. Lutheran Hosps. and Homes Soc. of Am., Inc.*, 609 P.2d 24, 30 (Alaska 1980); *Blue Ridge Property Owners Assoc. v. Miller*, 221 S.E.2d 163, 166 (Va. 1976); *Toler v. Clark Rural Elec. Co-op. Corp.*, 512 S.W.2d 25, 26 (Ky. 1974); *Schroeder v. Meridian Imp. Club.*, 221 P.2d 544, 548 (Wash. 1950).

This result is further supported by the general rule that the bylaws of voluntary associations are a contract between the association and its members, and among its members. *See Robinson v. Kansas State High School Activities Ass'n, Inc.*, 917 P.2d 836, 844 (Kan. 1996); *Loigman v. Trombadore*, 550 A.2d 154, 161 (N.J. Super. App. Div. 1988); *Hebert v. Ventetuolo*, 480 A.2d 403, 407 (R.I. 1984); *Maine Cent. R. Co. v. Bangor & Aroostook R. Co.*, 395 A.2d 1107, 1119 (Me. 1978); *Attoe v. Madison Professional Policemen's Ass'n*, 255 N.W.2d 489, 492 (Wis. 1977); *Stoica v. International Alliance of Theatrical Stage Emp. and Moving Picture Mach. Operators of U.S. and Canada*, 178 P.2d 21, 22-23 (Cal. Ct. App. 1947).

The parties may agree to give the arbitrator exclusive competence to determine the arbitrator's competence.

The parties may agree to prohibit the court from enjoining the arbitration while a judicial challenge to the arbitration is pending.

The statutory exclusions regarding child support, visitation and custody have been omitted.

9. RUAA §7 provides:

(a) On motion of a person showing an agreement to arbitrate and alleging another person's refusal to arbitrate pursuant to the agreement:

(1) If the refusing party does not appear or does not oppose the motion, the court shall order the parties to arbitrate; and

(2) If the refusing party opposes the motion, the court shall proceed summarily to decide the issue and order the parties to arbitrate unless it finds that there is no enforceable agreement to arbitrate.

(b) On motion of a person alleging that an arbitration proceeding has been initiated or threatened but that there is no agreement to arbitrate, the court shall proceed summarily to decide the issue. If the court finds that there is an enforceable agreement to arbitrate, it shall order the parties to arbitrate.

(c) If the court finds that there is no enforceable agreement, it may not order the parties to arbitrate under this section.

(d) The court may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established.

(e) If a proceeding involving a claim referable to arbitration under an alleged agreement to arbitrate is pending in court, a motion under this section must be made in that court. Otherwise, a motion under this section may be made in any court specified in section 27 of this act.

(f) 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.

(g) 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.

The current formulation in Connecticut General Statutes §52-410 regarding agreements to arbitrate provides they "shall be valid, irrevocable and enforceable, except when there exists sufficient cause at law or in equity for the avoidance of written contracts generally."

The RUAA give more detail on what the court should do, which the courts are generally doing already.

10. RUAA §8 provides:

(a) Before an arbitrator is appointed and is authorized and able to act, the court, upon motion of a party to an arbitration proceeding and for good cause shown, may enter an order for provisional remedies to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action.

(b) After an arbitrator is appointed and is authorized and able to act:

(1) The arbitrator may issue such orders for provisional remedies, including interim awards, as the arbitrator finds necessary to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action; and

(2) A party to an arbitration proceeding may move the court for a provisional remedy only if the matter is urgent and the arbitrator is not able to act timely or the arbitrator cannot provide an adequate remedy.

(c) A party does not waive a right of arbitration by making a motion under subsection (a) or (b) of this section.

There is no analog to this section under the current law, although courts will generally order prejudgment remedies while an arbitration is pending (without regard for whether or not an arbitrator has been appointed. This will increase the number of arbitrators who must deal with interim measures of protection.

11. RUAA §9 provides:

(a) A person initiates an arbitration proceeding by giving notice in a record to the other parties to the agreement to arbitrate in the agreed manner between the parties, or in the absence of agreement, by certified or registered mail, return receipt requested and obtained, or by service as authorized for the commencement of a civil action. The notice must describe the nature of the controversy and the remedy sought.

(b) Unless a person objects for lack or insufficiency of notice under subsection (c) of section 15 of this act not later than the beginning of the arbitration hearing, the person by appearing at the hearing waives any objection to lack or insufficiency of notice.

There is no analog to this section under the current law.

12. RUAA §10 provides:

(a) Except as otherwise provided in subsection (c) of this section, upon motion of a party to an agreement to arbitrate or to an arbitration proceeding, the court may order consolidation of separate arbitration proceedings as to all or some of the claims if:

(1) There are separate agreements to arbitrate or separate arbitration proceedings between the same persons or one of them is a party to a separate agreement to arbitrate or a separate arbitration proceeding with a third person;

(2) The claims subject to the agreements to arbitrate arise in substantial part from the same transaction or series of related transactions;

(3) The existence of a common issue of law or fact creates the possibility of conflicting decisions in the separate arbitration proceedings; and

(4) Prejudice resulting from a failure to consolidate is not outweighed by the risk of undue delay or prejudice to the rights of or hardship to parties opposing consolidation.

(b) The court may order consolidation of separate arbitration proceedings as to some claims and allow other claims to be resolved in separate arbitration proceedings.

(c) The court may not order consolidation of the claims of a party to an agreement to arbitrate if the agreement prohibits consolidation.

There is no analog to this section under the current law. There is no concept of consolidation under existing Connecticut law. If the parties do not want consolidation, they should expressly prohibit it in their arbitration clause.

13. RUAA §11 provides:

(a) If the parties to an agreement to arbitrate agree on a method for appointing an arbitrator, that method must be followed, unless the method fails. If the parties have not agreed on a method, the agreed method fails or an appointed arbitrator fails or is unable to act and a successor has not been appointed, the court, on motion of a party to the arbitration proceeding, shall appoint the arbitrator. An arbitrator so appointed has all the powers of an arbitrator designated in the agreement to arbitrate or appointed pursuant to the agreed method.

(b) An individual who has a known, direct and material interest in the outcome of the arbitration proceeding or a known, existing and substantial relationship with a party may not serve as an arbitrator required by an agreement to be neutral.

Connecticut General Statutes §52-411. Appointment of arbitrator or umpire.

(a) If, in a written agreement to arbitrate, a method of appointing an arbitrator or arbitrators or an umpire has been provided, the method shall be followed.

(b) If no method is provided therein, or if a method is provided and any party thereto fails to use the method, or if for any other reason there is a failure in the naming of an arbitrator or arbitrators or an umpire, or if any arbitrator or umpire dies or is unable or refuses to serve, upon application by a party to the arbitration agreement, the superior court for the judicial district in which one of the parties resides or, in a controversy concerning land, for the judicial district in which the land is situated or, when the court is not in session, any judge thereof, shall appoint an arbitrator or arbitrators or an umpire, as the case may require. A person so appointed an arbitrator or umpire shall act under any arbitration agreement with the same force and effect as if he had been specifically named or referred to therein. Unless otherwise provided in the agreement, the arbitration shall be by a single arbitrator.

(c) An application under this section and the proceedings thereon shall conform to the application and proceedings provided for in section 52-410, except that such changes shall be made in the complaint as may be necessary to correctly and concisely state the plaintiff's claim.

The provisions are similar, except for the provision that a single arbitrator is the default preference. The neutral arbitrator must be neutral.

14. RUAA §12 provides:

(a) Before accepting appointment, an individual who is requested to serve as an arbitrator, after making a reasonable inquiry, shall disclose to all parties to the agreement to arbitrate and arbitration proceeding and to any other arbitrators any known facts that a reasonable person would consider likely to affect the impartiality of the arbitrator in the arbitration proceeding, including:

(1) A financial or personal interest in the outcome of the arbitration proceeding; and

(2) An existing or past relationship with any of the parties to the agreement to arbitrate or the arbitration proceeding, their counsel or representatives, a witness or another arbitrator.

(b) An arbitrator has a continuing obligation to disclose to all parties to the agreement to arbitrate and arbitration proceeding and to any other arbitrators any facts that the arbitrator learns after accepting appointment which a reasonable person would consider likely to affect the impartiality of the arbitrator.

(c) If an arbitrator discloses a fact required by subsection (a) or (b) of this section to be disclosed and a party timely objects to the appointment or continued service of the arbitrator based upon the fact disclosed, the objection may be a ground under subdivision (2) of subsection (a) of section 23 of this act for vacating an award made by the arbitrator.

(d) If the arbitrator did not disclose a fact as required by subsection (a) or (b) of this section, upon timely objection by a party, the court, under subdivision (2) of subsection (a) of section 23 of this act, may vacate an award.

(e) An arbitrator appointed as a neutral arbitrator who does not disclose a known, direct and material interest in the outcome of the arbitration proceeding or a known, existing and substantial relationship with a party is presumed to act with evident partiality under subdivision (2) of subsection (a) of section 23 of this act.

(f) If the parties to an arbitration proceeding agree to the procedures of an arbitration organization or any other procedures for challenges to arbitrators before an award is made, substantial compliance with those procedures is a condition precedent to a motion to vacate an award on that ground under subdivision (2) of subsection (a) of section 23 of this act.

There is no analog to this section under the current law. It reflect current practice of over-disclosing to avoid having a problem later on. There seems to be no clear guidance by the courts about what must be disclosed.

15. RUAA §13 provides:

If there is more than one arbitrator, the powers of an arbitrator must be exercised by a majority of the arbitrators, but all of them shall conduct the hearing under subsection (c) of section 15 of this act.

There is no analog to this section under the current law. The parties may modify this provision by agreement. Under the International Chamber of Commerce Rules, the arbitration panel chair may decide the case if there is no majority.

16. RUAA §14 provides:

(a) An arbitrator or an arbitration organization acting in that capacity is immune from civil liability to the same extent as a judge of a court of this state acting in a judicial capacity.

(b) The immunity afforded by this section supplements any immunity under other law.

(c) The failure of an arbitrator to make a disclosure required by section 12 of this act does not cause any loss of immunity under this section.

(d) In a judicial, administrative or similar proceeding, an arbitrator or representative of an arbitration organization is not competent to testify and may not be required to produce records as to any statement, conduct, decision or ruling occurring during the arbitration proceeding to the same extent as a judge of a court of this state acting in a judicial capacity. This subsection does not apply:

(1) To the extent necessary to determine the claim of an arbitrator, arbitration organization or representative of the arbitration organization against a party to the arbitration proceeding; or

(2) To a hearing on a motion to vacate an award under subdivision (1) or (2) of subsection (a) of section 23 of this act if the movant establishes prima facie that a ground for vacating the award exists.

(e) If a person commences a civil action against an arbitrator, arbitration organization or representative of an arbitration organization arising from the services of the arbitrator, organization or representative or if a person seeks to compel an arbitrator or a representative of an arbitration organization to testify or produce records in violation of subsection (d) of this section, and the court decides that the arbitrator, arbitration organization or representative of an arbitration organization is immune from civil liability or that the arbitrator or representative of the organization is not competent to testify, the court shall award to the arbitrator, organization or representative reasonable attorney's fees and other reasonable expenses of litigation.

There is no analog to this section under the current law. However, this section generally tracks United States case law regarding arbitrator immunity.

17. RUAA §15 provides:

(a) An arbitrator may conduct an arbitration in such manner as the arbitrator considers appropriate for a fair and expeditious disposition of the proceeding. The authority conferred upon the arbitrator includes the power to hold conferences with the parties to the arbitration proceeding before the hearing and, among other matters, determine the admissibility, relevance, materiality and weight of any evidence.

(b) An arbitrator may decide a request for summary disposition of a claim or particular issue:

(1) If all interested parties agree; or

(2) Upon request of one party to the arbitration proceeding if that party gives notice to all other parties to the proceeding and the other parties have a reasonable opportunity to respond.

(c) If an arbitrator orders a hearing, the arbitrator shall set a time and place and give notice of the hearing not less than five days before the hearing begins. Unless a party to the arbitration proceeding makes an objection to lack or insufficiency of notice not later than the beginning of the hearing, the party's appearance at the hearing waives the objection. Upon request of a party to the arbitration proceeding and for good cause shown, or upon the arbitrator's own initiative, the arbitrator may adjourn the hearing from time to time as necessary but may not postpone the hearing to a time later than that fixed by the agreement to arbitrate for making the award unless the parties to the arbitration proceeding consent to a later date. The arbitrator may hear and decide the controversy upon the evidence produced although a party who was duly notified of the arbitration proceeding did not appear. The court, on request, may direct the arbitrator to conduct the hearing promptly and render a timely decision.

Connecticut General Statutes §52-413 provides: "The arbitrators to an arbitration matter shall appoint a time and place for the hearing and notify the parties thereof. Upon application of either party and for good cause shown, the arbitrators shall postpone the time of the hearing. The arbitrators may adjourn any hearing, from time to time, as may be necessary. Any postponement or adjournment shall not extend the time, if any, fixed in the arbitration agreement, for rendering the award."

The "upon application of either party and for good cause shown, the arbitrators shall postpone the time of the hearing" language has been omitted from the statute. This is likely to result in fewer postponements.

18. RUAA §16 provides: A party to an arbitration proceeding may be represented by a lawyer.

There is no analog to this section under the current law. Presumably, this was not intended to affect the unauthorized practice of law statute.

19. RUAA §17 provides:

(a) An arbitrator may issue a subpoena for the attendance of a witness and for the production of records and other evidence at any hearing and may administer oaths. A subpoena must be served in the manner for service of subpoenas in a civil action and, upon motion to the court by a party to the arbitration proceeding or the arbitrator, enforced in the manner for enforcement of subpoenas in a civil action.

(b) In order to make the proceedings fair, expeditious and cost effective, upon request of a party to or a witness in an arbitration proceeding, an arbitrator may permit a deposition of any witness to be taken for use as evidence at the hearing, including a witness who cannot be subpoenaed for or who is unable to attend a hearing. The arbitrator shall determine the conditions under which the deposition is taken.

(c) An arbitrator may permit such discovery as the arbitrator decides is appropriate in the circumstances, taking into account the needs of the parties to the arbitration proceeding and other affected persons and the desirability of making the proceeding fair, expeditious and cost effective.

(d) An arbitrator may permit such discovery as the arbitrator decides is appropriate in the circumstances, taking into account the needs of the parties to the arbitration proceeding and other affected persons and the desirability of making the proceeding fair, expeditious and cost effective.

(e) An arbitrator may issue a protective order to prevent the disclosure of privileged information, confidential information, trade secrets and other information protected from disclosure to the extent a court could if the controversy were the subject of a civil action in this state.

(f) All laws compelling a person under subpoena to testify and all fees for attending a judicial proceeding, a deposition or a discovery proceeding as a witness apply to an arbitration proceeding as if the controversy were the subject of a civil action in this state.

(g) The court may enforce a subpoena or discovery-related order for the attendance of a witness within this state and for the production of records and other evidence issued by an arbitrator in connection with an arbitration proceeding in another state upon conditions determined by the court so as to make the arbitration proceeding fair, expeditious and cost effective. A subpoena or discovery-related order issued by an arbitrator in another state must be served in the manner provided by law for service of subpoenas in a civil action in this state and, upon motion to the court by a party to the arbitration proceeding or the arbitrator, enforced in the manner provided by law for enforcement of subpoenas in a civil action in this state.

20. The oath required under Connecticut General Statutes §52-414 no longer exists.

21. The procedure of asking advice from the courts under Connecticut General Statutes §52-415 no longer exists.

22. The orders in aid of arbitration under Connecticut General Statutes §52-422 no longer exists.

23. RUAA §25(c) provides: “On [application] of a prevailing party to a contested judicial proceeding under Section 22, 23, or 24, the court may add reasonable attorney’s fees and other reasonable expenses of litigation incurred in a judicial proceeding after the award is made to a judgment confirming, vacating without directing a rehearing, modifying, or correcting an award.” This was not included with the Connecticut legislation.