



Mediation By Judges (Retired) Inc.

Tax code: 47-2187403

Mediation / Arbitration Agreement

MEDIATION/ARBITRATION

The parties have agreed that The Honorable Bill Taylor (Retired) ("Neutral") of Mediation By Judges (Retired) Inc. ("MBJ") shall act as mediator or arbitrator of this dispute.

A successful mediation or arbitration requires that all parties participate in person during the mediation session. Arrangements can be made to allow a representative with settlement authority (not zero authority... it happens) to participate in the session either in person or remotely. Attendance via video or telephone conferencing during the entire session is allowed, if agreed to by parties within 14 days prior to the session date, and counsel must notify MBJ if special equipment is required for remote participation.

The rules of evidence shall not apply to any mediation/arbitration sessions, nor shall a foundation be required to submit documents.

In order to promote a successful conclusion of the process, all submissions and/or statements of the parties or their counsel shall be considered a part of a settlement negotiation, shall be considered as confidential and are not subject to disclosure outside of this process. Disclosure of any matter herein or any decision by the Neutral shall not be admissible in any legal proceeding. No party shall seek to compel the testimony of the Neutral or production of any documents submitted herein in any legal proceeding.

DOCUMENTS, SCHEDULES AND DISCLOSURES

Upon execution of this Agreement, a schedule will be set for submission of relevant documents to MBJ, with copies provided to all parties, as well as an initial session date. Any issues as to authenticity shall be raised in accordance with the schedule, prior to the initial session. The schedule may also provide for the submission of a position memorandum by each party.

Any party may designate documents submitted herein as "confidential," which the Neutral will not disclose to any other party. Each document so designated must bear the word, "CONFIDENTIAL" at the top of each page. In the event that a party does not wish information or disclosures stated to the Neutral to be disclosed to other parties, said party shall so advise the Neutral.

Within 30 days of completion of the mediation/arbitration for any reason, all documents submitted may be retrieved by the submitting party. Any documents not timely retrieved will be disposed of by the Neutral.

For conflict of interest purposes, upon execution of this Agreement, the parties shall also disclose the identity of the principal parties and any relationship with MBJ or the Neutral that a party considers may impact upon the impartiality of the Neutral.

FEES, COSTS AND LIMITATION OF LIABILITY

The professional fee of the Neutral is \$725.00 per hour for mediation/arbitration sessions, preparation time and review of party submissions ("Services.") There are no administrative or case management fees. Costs incurred will also be charged, without markup. The parties acknowledge that the Neutral is an independent contractor of MBJ, who sets his or her own rates and schedule.

Each party shall be responsible for its proportionate share of the deposit as well as the hourly amount billed for Services and costs, unless otherwise agreed to by the parties and the Neutral. Invoices, due upon receipt, will be issued on a monthly basis, or if the deposit is expended prior to the initial session. All outstanding invoices must be paid in full prior to the initial session, absent which the session may be cancelled.

In the event of a cancellation of the mediation/arbitration for any reason, including settlement or by agreement of the parties, MBJ will issue its final invoice for Services and costs. All outstanding invoices shall be paid in full within 30 days of any cancellation. The parties further agree to pay a sum equal to 2 hours of the mediator's time, unless the mediator/arbitrator is able to find another party for the scheduled mediation/arbitration session date.

Each party, their counsel and counsel's firm shall be jointly and severally liable for the payment of that party's share of Services and costs, including reasonable attorneys fees, court costs and deposition costs, incurred in enforcing the terms of this Agreement.

The parties acknowledge that the Neutral is not acting as an attorney, nor gives legal advice to any party. The parties agree to indemnify and/or defend the Neutral and MBJ from any subpoenas and/or litigation arising out of this Agreement, including attorney's fees and costs. The parties agree that neither MBJ nor the Neutral shall be liable to any party for any act or omission relating to this Agreement.

By signing this agreement, each party, and their counsel, acknowledge that they are authorized to execute this Agreement, that they have read and agree to all terms set forth above.

Mediation By Judges (Retired), Inc.

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