



Mediation By Judges (Retired) Inc.

1532 W Wrightwood #2 Chicago IL 60614
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 \$600.00 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.

1532 W Wrightwood #2 Chicago IL 60614 Tax code: 47-2187403

By: _____ date: _____

By: _____ date: _____

For: _____

By: _____ date: _____

For: _____

By: _____ date: _____

For: _____

By: _____ date: _____

By: _____ date: _____

For: _____

By: _____ date: _____

For: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mediation By Judges Retired, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1532 W. Wrightwood.\ Ave. #2	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, Il 60614	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																							
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																							
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table> <p style="text-align: center;">or</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table>	Social security number																		-			-						Employer identification number									4	7								-			-					
Social security number																																																							
-			-																																																				
Employer identification number																																																							
4	7																																																						
-			-																																																				

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶ _____
------------------	----------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.