



# COMMON GROUND RESOLUTIONS

## AGREEMENT FOR ARBITRATION

MATTER/CASE NAME:

Case No.:

Arbitration ordered or agreed to on:

Case Management Conference Hearing:

Date of Arbitration:

Location of Arbitration Hearing(s):

This is an Agreement between the undersigned parties and/or legal counsel (hereinafter sometimes collectively referred to as the "Participants"), and Hon. David R. Lampe (Ret.) ("Arbitrator") in the matter identified above. The Participants and Arbitrator may also collectively be referred to herein as the Parties. The Parties understand and agree as follows:

### **1. Nature of Arbitration**

The Participants hereby appoint and retain the Arbitrator as Arbitrator for determination of their dispute. "The Arbitration is contractual, and has not been ordered by the court." Or "The Arbitration has been ordered by the court based upon a Dispute Resolution Agreement." The contract providing for the Arbitration is between \_\_\_\_\_, claimant (herein referred to as "Claimant") and \_\_\_\_\_, respondent (herein referred to as "Respondent"). The Participants understand that the Arbitrator is a retired judge and an attorney, but will not serve as legal counsel for any Participant's nor all Participants' legal counsel. It is understood that the Arbitrator has the power to decide disputed issues for the Participants according to law.

### **2. Scope of Arbitration**

The Participants understand that the Arbitrator will determine all matters of issue between them in connection with the matter identified above. The Arbitration will be conducted pursuant to the provisions for Conduct of Arbitration Proceedings, Chapter 3 of Title 9 of the California Code of Civil Procedure, section 1282, *et seq.* and/or the Dispute Resolution Agreement between the parties, as well as in accord with the terms of a Case Management Order to be issued by the Arbitrator after a Case Management Conference.

### **3. Arbitrator Impartiality and Neutrality**

The Participants understand that the Arbitrator must remain impartial throughout and after the Arbitration process. Thus, the Arbitrator will not champion the interests of any Participant over another in the Arbitration nor in any court or other proceeding. The Arbitrator is to be impartial as to Participant and

neutral as to the results of the Arbitration. The Arbitrator will seek to affirmatively reveal any operative biases and will disclose any and all prior contacts with the Participants and their legal counsel. The Arbitrator will reasonably comply with the California Ethics Standards for Neutral Arbitrators in Contractual Arbitration.

#### **4. Arbitration Sessions**

The Arbitration proceedings will commence when this agreement is executed. From time to time, as necessary to complete the Arbitration, the Arbitrator may set sessions by notice, and recess or continue the arbitration session to dates reasonably available to the Arbitrator and Participants, until the Arbitration is concluded. The Participants may notice matters to be heard by the Arbitrator on dates reasonably available to the Arbitrator and Participants, by scheduling through the Arbitrator's firm administrator.

#### **5. Arbitration Fees**

It is understood that \_\_\_\_\_, shall pay the costs of the arbitration, including the Arbitrator's fees, in accordance with the Dispute Resolution Agreement. The Arbitration Fee for the Arbitrator shall be \$9,500 per full day (8 hours per day) of the plenary session of the Arbitration. The Arbitrator's time immediately before the Arbitration session required to study documents, research issues, correspond, telephone call(s), and do such other things as may be reasonably necessary to facilitate the plenary Arbitration sessions are included, as well as the rendering of the Arbitrator's decision. For preliminary procedural matters that require the Arbitrator's time not included above, such as motion practice, case management, etc., the Arbitrator will charge an hourly fee to be billed at \$495.00 per hour, to be separately invoiced. The Arbitrator shall also be reimbursed for all agreed upon extraordinary expenses incurred as a part of the Arbitration process. Any hourly fees will be billed separately from the retainer detailed below.

A retainer (based upon estimated \_\_\_\_\_ days of plenary arbitration sessions) in the amount of \$\_\_\_\_\_ shall be paid to the Arbitrator at the time of the signing of this Agreement, or immediately thereafter upon being invoiced. The Participants understand that this payment is a true retainer to secure the Arbitrator's availability and participation. The Arbitrator does not schedule any other matters in conflict with the Arbitration Session(s). The Arbitration Fee is earned by the Arbitrator when paid, subject to the refund provisions of this agreement. The Arbitration Fee is not held in trust. Counsel shall be considered a Participant, and shall be responsible for their share of the Arbitration Fee. Counsel is presumed to have obtained client authority to execute this Agreement on behalf of their client or clients.

The Arbitration Fee may be refunded in the following manner. If the Arbitration Fee has not been paid within 10 days of the date of this Agreement or within 10 days of being invoiced, the Arbitration may be cancelled by the Arbitrator. The fee for the first session day shall be nonrefundable. If the Arbitration is cancelled by a Participant before 90 days prior to the scheduled first Arbitration session, then the Arbitration fee shall be refunded less the first session day fee and a \$500.00 administrative fee. If the Arbitration is cancelled by a Participant before 60 days prior to the scheduled first Arbitration session, then one-half the Arbitration fee shall be refunded less the first session day fee and a \$500.00 administrative fee. For any cancellation thereafter, no refund is provided (except in the discretion of the Arbitrator).

In the event that the Arbitration Session(s) do not conclude within the time allotted, the Arbitration Session(s) may continue until conclusion upon the payment of an additional session fee or the fee of \$495.00 per hour to the Arbitrator as determined, and will be billed after the additional Arbitration Session(s) are set or at the conclusion of the additional Arbitration Session(s).

