



COMMON GROUND RESOLUTIONS

AGREEMENT FOR REFERENCE

MATTER/CASE NAME:

Date of Agreement:

Location of Referee's Hearings:

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.) ("Referee") in the matter identified above. The Participants and the Referee may also collectively be referred to herein as the Parties. The Parties understand and agree as follows:

1. Nature and Scope of Reference

[The Participants agree to appoint and retain the Referee pursuant to Code of Civil Procedure section 638. The Participants will ensure that an appropriate stipulation is filed with the court and an order for reference obtained. The Participants will provide a copy of the order of reference to the Referee. The parties will ensure that all other appropriate orders of the court will be or have been filed and that they will comply with any such orders. The Participants will supply the Referee with all applicable court orders. The Participants understand that Referee is an attorney, but will not serve as any Participant's nor all Participants' legal counsel. The scope of the Reference is [describe].]

[While the Participants did not agree to appoint and retain the Referee pursuant to Code of Civil Procedure section 638, the court has nevertheless ordered a referee appointed pursuant to Code of Civil procedure section 639. In light of the court order, the Participants now agree to the terms of this Agreement, so long as the court's order for reference remains in effect. The Participants will provide a copy of the order of reference to the Referee. The parties will ensure that all other appropriate orders of the court will be or have been filed and that they will comply with any such orders. The Participants will supply the Referee with all applicable court orders. The Participants understand that Referee is an attorney, but will not serve as any Participant's nor all Participants' legal counsel. The scope of the Reference is [describe].]

2. Referee Impartiality and Neutrality

The Participants understand that the Referee must remain impartial throughout and after the Reference process. Thus, the Referee will not champion the interests of any Participant over another in the Reference nor in any court or other proceeding. The Referee is to be impartial as to Participant and neutral as to the results of the Reference. The Referee will seek to affirmatively reveal any operative biases and

will disclose any and all prior contacts with the Participants and their legal counsel. All Parties agree to comply and proceed in accord with the applicable provisions of Title 3, Division 9 of the California Rules of Court, including the Referee's required Certification and Disclosure.

3. Reference Sessions

The Reference will commence on the dates and at the times as ordered by the Referee. The Referee will consult with the Participants as to their reasonable availability before setting any session or hearing, but hearings and sessions shall be set in the sole discretion of the Referee. From time to time, as necessary to complete the Reference, the Referee may recess and continue the Reference Session to be reconvened at a date reasonably available to the Referee and Participants, until the Reference Session or Sessions are concluded. The Participants agree that witnesses (if any) may appear by remote video appearance, if they are not reasonably available for testimony at the times selected for Reference Sessions.

4. Reference Fees

The Participants and the Referee agree that the Reference Fee for the Referee shall be *[\$dollar amount]* per hour. *[The Reference Session(s) between the Participants and Referee shall be at the Referee's regular business facilities. /This Reference is to be conducted away from the Referee's regular business facilities. In addition to the Reference Fee above, the Referee will be compensated at a rate of *[\$dollar amount]* per hour for travel, and will be reimbursed all reasonable and necessary travel costs.]* The Referee's time before the Reference Session(s) required to study documents, research issues, correspond, telephone call, and do such other things as may be reasonably necessary to facilitate the Reference are also to be compensated for time spent. Time spent by the Referee to render the written Reference decision are also to be compensated. The Referee shall also be reimbursed for all extraordinary expenses incurred as a part of the Reference, if any.

A retainer in the amount of *[\$ dollar amount]* shall be paid to the Referee at the time of the signing of this Agreement, or immediately thereafter. The Participants understand that this payment is a true retainer to secure the the Referee's availability and participation. The Referee does not schedule any other matters in conflict with the Reference Session(s). The retainer will be applied to the hours billed. When exhausted, the Referee may request a further retainer of equal amount. The parties will ensure that these compensation terms are approved by order of the court. The Reference Fee will be paid *[equally (per stripes) by each side of Participants/as follows:]*

The Parties will ensure that the Referee's fees are approved by court order as necessary according to law.

5. Miscellaneous

The Participants agree to release the Referee from any and all claims arising out of their decision to enter into any agreement or any other aspect of the Reference process. Any party who brings any claim, action or proceeding of any nature against the Referee or who seeks to have the Referee testify shall be responsible to indemnify the Referee for any expenses, loss or damage incurred, including, without limitation, attorneys' fees and expenses incurred in connection with such claim, action or proceeding brought by such Participant. In the event that the Referee is required to institute an action, claim or undertake collection proceedings to collect the Referee's fees, the parties and their attorneys are jointly and severally responsible for attorneys' fees, costs and costs of collection incurred by the Referee.

This agreement contains the entire understanding between the Participants and supersedes all previous agreements, understandings and communications between the Participants regarding the Referee's services, whether oral, electronic or in writing. This agreement applies to and binds the Participants' heirs, executors, administrators, successors and assigns. This agreement cannot be modified except by a writing signed by both Participants. This agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws, and any action, claim or proceeding hereunder shall be commenced exclusively in the courts of the State of California located in Kern County.

DATED:

[Name of Participant 1]

By:

[Name of authorized representative of Participant 1]

[Title of authorized representative of Participant 1]

[Name of Participant 2]

By:

[Name of authorized representative of Participant 2]

[Title of authorized representative of Participant 2]

[Name of Referee]