



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 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 *[has/has not]* been ordered by the court. *[The parties will ensure that all appropriate orders of the court have been filed and that they will comply with any such orders. The Participants will supply the Arbitrator with all applicable court orders.]* The Participants understand that Arbitrator is an attorney, but will not serve as 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 at 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.* The participants agree and represent that this is not a consumer arbitration as that term is defined by law.

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 will commence on the date and at the time stated and scheduled above. From time to time, as necessary to complete the Arbitration, the Arbitrator may recess and continue the Arbitration Session to be reconvened at a date reasonably available to the Arbitrator and Participants, until the Arbitration Session or Sessions are concluded. The Participants agree that witnesses may appear by remote video appearance, if they are not reasonably available for testimony at the times selected for Arbitration Sessions.

5. Arbitration Fees

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

The full amount of the Arbitration Fee shall be paid to the Arbitrator 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 Arbitration date and 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 will be paid [*equally (per stripes) by each side of Participants/as follows:*]

The Arbitration Fee may be refunded in the following manner. If the full Arbitration Fee has not been paid within 10 days of the date of this Agreement, or by 30 days before the Arbitration Session, whichever occurs first, the Arbitration may be cancelled by the Arbitrator or any Participant who has paid their share. In that event, any Participant who has paid their share shall be entitled to a full refund less their pro rata share of a \$500.00 administrative fee. If a matter is cancelled by the Participants after payment of the full Arbitration Fee at least 30 days prior to scheduled services, a full refund is available, less a \$500 administrative fee (unless a new date is agreed upon). For cancellation within 29 to 15 days before scheduled services, a 75% refund is available, less a \$500 administrative fee (unless a new date is agreed upon). For cancellation within 14 to seven days before scheduled services, a 50% refund is available, less a \$500 administrative fee (unless a new date is agreed upon). No refund is provided (except in the discretion of the Arbitrator) if a cancellation occurs within seven days of scheduled services. In the event that the Arbitration session(s) have commenced, and the matter is disposed of by settlement or otherwise before the conclusion of the Arbitration Session(s), the Participants will receive a refund proportional to the unused days of Arbitration Session(s), each day or portion of any day counting for eight hours.

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 agreement of the Participants to pay the fee of \$[dollar amount] per hour to the Arbitrator to be billed after the Arbitration Session(s) and paid in the same proportion by the Participants as the Arbitration Fee.

6. Miscellaneous

The Participants agree to release the Arbitrator from any and all claims arising out of their decision to enter into any agreement or any other aspect of the Arbitration process. Any party who brings any claim, action or proceeding of any nature against the Arbitrator or who seeks to have the Arbitrator testify shall be responsible to indemnify the Arbitrator 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 Arbitrator is required to institute an action, claim or undertake collection proceedings to collect the Arbitrator's fees, the parties and their attorneys are jointly and severally responsible for attorneys' fees, costs and costs of collection incurred by the Arbitrator.

This agreement contains the entire understanding between the Participants and supersedes all previous agreements, understandings and communications between the Participants regarding the Arbitrator'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 Arbitrator]