



COMMON GROUND RESOLUTIONS

AGREEMENT FOR TEMPORARY JUDGESHIP

MATTER/CASE NAME:

Date of Agreement:

Location of Hearings or Sessions:

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

1. Nature and Scope of Temporary Judgeship

The Participants agree to appoint and retain the Temporary Judge pursuant to Title 2, Division 6, Chapter 2 (Rules 2.830 through 2.835) of the California Rules of Court. The Participants will ensure that an appropriate stipulation is filed with the court and an order for Temporary Judgeship obtained. The Participants will provide a copy of the order of Temporary Judgeship to the Temporary Judge. 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 Temporary Judge with all applicable court orders. The Participants understand that Temporary Judge is an attorney, but will not serve as any Participant’s nor all Participants’ legal counsel. The scope of the Temporary Judgeship is [describe].

2. Role of Temporary Judge

The Participants understand that the Temporary Judge is a retired judge, and, pursuant to stipulation and order, the Temporary Judge is acting as a constitutional judge presiding over the matter identified above in the same manner as would be conducted in court for the purposes described in Paragraph 1. The Participants understand and agree that the Temporary Judge has all constitutional authority afforded a constitutional judge, including the powers of contempt, and the Participants agree to be bound by all orders of the Temporary Judge in the same manner as any order issuing from the appointing court. The Temporary Judge agrees to fulfill the duties of such office under the oath and pursuant to the responsibilities set out in Rule 2.831. The parties understand that the Temporary Judge has the same responsibility as a sitting judge to remain impartial throughout and after the Temporary Judgeship process. Thus, the Temporary Judge will not champion the interests of any Participant over another in the Temporary Judgeship nor in any court or other proceeding. The Temporary Judge is to be impartial as to Participant and neutral as to the results of the Temporary Judgeship. The Temporary Judge 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 2, Division 6, Chapter 2 (Rules 2.830 through 2.835) of the California Rules of Court

3. Temporary Judgeship Proceedings

The Temporary Judgeship sessions will commence on the dates and at the times as noticed by any Participant according to law and as ordered by the Temporary Judge. The Temporary Judge 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 Temporary Judge. From time to time, as necessary to complete the Temporary Judgeship, the Temporary Judge may recess and continue the Temporary Judgeship Session(s) in the same manner as in court to be reconvened at a date reasonably available to the Temporary Judge and Participants, until the Temporary Judgeship 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 Temporary Judgeship Sessions. The Participants intend to preserve their constitutional and statutory rights with respect to the proceedings, including the right of appeal and writ. The parties understand that all Temporary Judgeship proceedings shall be public and noticed according to the applicable Rules of Court, in the same manner as proceedings taking place in court. The Temporary Judge agrees to keep and preserve reasonable and typical minutes of any sessions or proceedings and to file those minutes with the appointing court at conclusion. All rulings or decisions of the Temporary Judge shall be in writing as may be required by law. As agreed by the Participants, and at their cost, all proceedings or sessions may be reported by a Certified Shorthand Reporter who has taken an oath to serve as a reporter pro tem of the appointing court. The Parties agree to comply with the Rules of Court, Rule 2.833 and Rule 2.400 with respect to any documents and exhibits. The Participants understand that they must file all documents required by law with the clerk of the appointing court, and pay all fees required, promptly providing a file-stamped copy to the Temporary Judge. During the Temporary Judgeship, any notices filed by any Participant in court shall be noticed for the location set out above for the Temporary Judgeship proceedings.

4. Temporary Judgeship Fees

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

A retainer in the amount of *[\$ dollar amount]* shall be paid to the Temporary Judge 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 Temporary Judge's availability and participation. The Temporary Judge does not schedule any other matters in conflict with the Temporary Judgeship Session(s). The retainer

will be applied to the hours billed. When exhausted, the Temporary Judge may request a further retainer of equal amount. The parties will ensure that these compensation terms are approved by order of the court. The Temporary Judgeship Fee will be paid *[equally (per stripes) by each side of Participants/as follows:]*

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

5. Termination of Temporary Judgeship

The Temporary judgeship may be terminated by the agreement of the parties upon stipulation and order of the appointing court. The Temporary Judgeship may be terminated pursuant to Rule 2.831(f). The Temporary Judge, in his sole discretion, may terminate the Temporary Judgeship at any time and shall file a notice of termination with the appointing court. In the event of termination, the matter will be restored to the calendar of the appointing court.

6. Miscellaneous

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

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