



## RESOLUTION AGREEMENT

This is an agreement to try in good faith to voluntarily resolve a dispute. The legal term for this process is called “Mediation.” This Agreement to try to resolve your dispute, or in other words, mediate your dispute, is hereby entered into between:

\_\_\_\_\_

and \_\_\_\_\_

and their lawyers and representatives, (referred to as “the Parties”), and Resolution Centers of America, LLC (“RCA”), which is represented by \_\_\_\_\_ (the “Resolution Specialist” or “Mediator”). The terms of this Agreement are as Follows:

### 1) **The Relationship and What is Expected**

- a. By signing this agreement, all Parties agree to mediate this dispute in good faith in an attempt to resolve the issues currently pending between the parties, but all parties understand that this is a voluntary process and nothing will be forced on any party, and no decisions will be made on the matter without all parties’ express consent and agreement.
- b. The Parties understand that they are not receiving legal advice from RCA or the mediator, and neither represents any Party to this dispute.
- c. The Parties understand that mediation is intended to find a final, mutually agreeable resolution of the dispute that has arisen between the parties. In order to do this, the mediator and the Parties must work together to understand the facts, claims and defenses of all Parties. This will be done both in joint meetings with all Parties present (if requested by the parties) and in confidential caucuses. The mediator’s role is to facilitate the creation of a mutually acceptable agreement. This is a voluntary process.
- d. The Parties understand neither RCA, the Mediator, the Experts, nor any other person affiliated with RCA is a tax professional; none of them can advise you on the tax consequences of your settlement or any other matter. If they discuss tax matters, you understand that you cannot rely on that advice and you agree to seek outside advice from a qualified tax professional.
- e. Rest assured, the mediator agrees not to represent any of the Parties going forward related to the subject of mediation, and states that he has not represented any Party in the past related to the subject of mediation. It is always

recommended that the Parties seek the advice of counsel before mediation, even though the mediator understands that that is not always possible.

- f. It is agreed by the Parties that they will communicate honestly, and they will actively seek to reach an agreement. The Parties will accurately disclose to the mediator all relevant facts and documents.
- g. The Parties will refrain from making any violent act or threat of a violent act and will use only professional and respectful language in the mediation both to the mediator and the Parties.
- h. All mediation participants will disclose all conflicts or personal relationships that they might have with any other party or the mediator. If no conflict is stated at the outset of mediation, it will be assumed that no conflict exists and any actual conflict is deemed waived.

## **2) What Happens in Mediation**

- a. When is the mediation set? The mediation is set by mutual agreement. While the mediation may be terminated at any time by any party or the mediator, the Fees paid are nonrefundable because in every situation, the mediator has blocked off an entire day for your mediation. While it is not likely, the mediator reserves his right to end the mediation if violence is threatened or if a party is not negotiating in good faith. The Fees paid are not refundable under any circumstances.
- b. Who attends the mediation? The Parties, and if they desire, their attorneys are invited to attend mediation sessions. No one else may attend without the permission of the Parties and the consent of the mediator.
- c. What happens during mediation? The mediator will give an introduction to the parties, the parties have the option to give an opening statement, and then the parties will break out in caucus (one-on-one) meetings with the mediator. If an agreement is reached, the mediator will draft the agreement which will be signed and agreed to by all Parties. At the end, the mediator may invite closing statements. During this entire process, if a Party informs the mediator that what they said is to be held in confidence, the mediator will not disclose it to the other side. Everyone agrees that by signing this Agreement, they will treat the entire mediation process (including all documents and information learned) as strictly confidential and they cannot be discussed outside the walls of mediation. In other words, what happens in mediation, stays in mediation. Accordingly, the Parties agree that the mediator cannot later be called as a witness at any trial. The Mediator cannot be subpoenaed for information or testimony. However, if a subpoena or Court Order is issued or the law otherwise requires, the

Parties agree that this provision is waived since the Mediator is required to comply with the law.

- d. What are the Legal Ramifications of a Settlement Agreement? The Parties are encouraged to seek their own legal counsel to understand the legal impact of a settlement agreement. The Parties agree not to rely on what the mediator says. The mediator, while he may discuss same, cannot be bound by his statements. For example, if a Party withholds information or misrepresents a document or fact, the mediator will not be held responsible. And in fact, in that scenario, the mediation might later be set aside by a Court of Law. The Parties agreed that the Settlement Agreement may be used to enforce the settlement in a court of law if one Party breaches the agreement.
- e. What if we do not settle? Not all disputes can be settled because mediation is a voluntary process, therefore, settlement is not guaranteed. If your matter does not settle, the Parties agree that all documents and information that would normally be discoverable and admissible under the law will still be discoverable and admissible after mediation. For example, a Party cannot present a bank document in mediation and then claim later in a lawsuit that is not confidential because it was presented at mediation. Additionally, although not likely, there are some scenarios where lawyers and the mediator are ethically and/or legally obligated to disclose information such as that concerning child abuse, fraud or a planned future crime. Further, in the case of government agency disputes, open meeting statutes may apply. The Parties agree not to impede this process, and expressly acknowledge these qualifications.

### **3) The Parties Will Not Sue the Mediator or RCA**

- a. Hold Harmless: The Parties agree to hold the mediator, Resolution Centers of America, LLC, and RCA's experts, contractors, employees, and agents harmless from any claim, litigation or dispute by any Party arising from the mediation directly or indirectly. Also, all Parties shall agree to indemnify mediator, Resolution Centers of America, LLC, and RCA's experts, contractors, employees, and agents against all costs and expenses, including attorney fees, incurred as a result, directly or indirectly from any claim, litigation or dispute, by any Party arising from the mediation.
- b. Subpoenas: If the mediator or RCA is subpoenaed or receives a request for documents under the law, the Parties agree that before production, it is appropriate for RCA or the mediator to first file a

Motion to Quash and will not respond to same until a court order is entered. The Parties agree that RCA and the Mediator shall charge the requesting party all fees, including all attorneys' fees, spent filing and responding to the request or subpoena.

- c. The Parties agree not to hold mediator, Resolution Centers of America, LLC, or RCA's experts, contractors, employees, and agents liable for any act or omission that occurs in or related to the mediation.

#### **4) RCA's Fees for Mediation**

- a. RCA charges a flat fee of \$4,000 per day of mediation (8 hours, 9:00 AM -5:00 PM, lunch is provided in the cost; the 8 hours is not reduced by lunch time; drafting of the settlement agreement must also be completed in this time, if it is not, it will be an additional hourly rate charge). Regardless of how much time is spent in mediation under 8 hours, the cost will be \$4,000. No amount is refundable for any reason.
- b. RCA charges a flat fee of \$12,000 for a three-day mediation with the same details as those listed in subpart "a" above.
- c. The Parties agree that the fee will be paid before services are rendered and no part of the fee is refundable for any reason.
- d. The Parties will work among themselves to split the costs or pay the cost as a business expense. RCA does not provide tax advice and therefore cannot instruct you on how to designate your fees paid for tax purposes.
- e. If the mediation goes beyond one day, a new \$4,000 fee will be required before services are rendered for each additional day.
- f. All payments will be made by check or credit card directly to Resolution Centers of America, LLC.

#### **5) RCA's Fees for Contract Drafting**

- a. RCA charges a flat fee of \$3,000 paid up front for drafting any corporate documents contemplated by the settlement agreement and up to a total of 8 hours of work by a transactional attorney and their staff. Regardless of how much time is spent drafting the documents under 8 hours, the cost will be \$3,000. No amount of this fee is refundable.
- b. This fee is optional and for most matters, the work will be completed in this amount of time.
- c. If time is needed beyond eight hours, the hours can be pre-purchased in four-hour increments at \$1600 for four hours.

- d. The Transactional attorney drafting the corporate documents represents the Entity (corporation, partnership, etc), he or she does not represent the parties directly. Therefore, nothing said to the Transactional attorney is confidential from the other side.
- e. Contract drafting is based on our contact attorneys' availability.

**6) RCA's Fees for Valuations, Forensic CPA, and Forensic IT Services**

- f. RCA charges a flat fee of \$5,000 paid up front for work performed by a valuator, forensic CPA, or forensic IT professional, including their staff (the "Professionals"), up to a total of 10 hours of work. Regardless of how much time is spent under 10 hours, the cost will be \$5,000. No amount of this fee is refundable.
- g. These services are optional at the option of the parties and for most matters, the work will be completed in this amount of time.
- h. If time is needed beyond 10 hours, the hours can be pre-purchased in four-hour increments at \$2,200 for four hours.
- i. The Professionals represent the Mediator, not the parties or the Entity (corporation, partnership, etc). Therefore, the Professionals' discussions with the Mediator are confidential between the Mediator and the Professional. The Professionals cannot be called to testify later or in the mediation. The Professionals' reports cannot be shared with anyone but the parties without the parties' express written permission. The Professionals' reports cannot be used in any future action, claim, litigation, or criminal investigation. The Professionals cannot be subpoenaed to testify or produce documents. The Professionals will return all original documents to the person who sent them at the close of their services.
- j. These services are based on our Experts' availability.

**7) General Terms**

- a. This agreement will be governed by the law of the state of Georgia.
- b. All disputes related to this agreement will be arbitrated by a neutral third-party arbitrator.
- c. All Parties agree that they have reviewed this document carefully and understand its terms.

I have read, understand and agree to each of the provisions of this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Resolution Centers of America, LLC**

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Date