



Stephen M. Gaddis

Commissioner, Retired

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Petitioner: _____ Respondent: _____
Pet's Attorney: _____ Resp's Attorney: _____
Attorney's Phone: _____ Attorney's Phone: _____
Attorney's E-mail: _____ Attorney's E-mail: _____
Judge Assigned: _____ Trial Date: _____
Date of Mediation/Arbitration: _____ Scheduled Location: _____

ENGAGEMENT AGREEMENT for DISPUTE RESOLUTION SERVICES - 2010

Attorneys and clients (Parties) retain Stephen M. Gaddis (Mediator-Arbitrator) to provide dispute resolution services (Mediation, Settlement Conference or Arbitration) and agree to the following:

1. **Reservation of Date.** When a date is reserved, our office will send a copy of this Agreement to each side, confirming the terms of the engagement. A deposit of **\$ 1500 is required (payable \$ 750 from each side**, other than guardians *ad litem*, unless all sides have agreed upon another formula for payment of the deposit) by the date specified in the cover letter.
2. **Roles of Counsel & Mediator-Arbitrator.** The Parties are encouraged to retain Attorneys of their choosing for the duration of the case or the dispute resolution proceeding ("unbundled legal services"). Attorneys alone shall provide legal advice, advocate in the Parties' interests and draft the legal documents necessary to conclude the action. While the Mediator-Arbitrator may express professional opinions and analysis regarding the issues and options for their resolution, Parties agree that the Mediator-Arbitrator will not provide legal advice and is not practicing law.
3. **Communication with Mediator-Arbitrator.** Parties understand and agree that prior to and after a session, all contact with the Mediator-Arbitrator shall be directed through their Attorneys, if any; and all communications will be copied to the other side, except as provided by law. There will be direct communication during a mediation session/arbitration hearing; thereafter all communication shall again be copied to the other side, unless agreed by all sides and the Mediator-Arbitrator.
4. **Attendance of Parties/Attorneys/Others.** The Attorneys shall prepare for and attend each session and the Parties shall be present at each session. If there is a request for another person to be present, the side so requesting shall notify the others in advance. The Mediator-Arbitrator reserves the right to exclude the person if their presence would be disruptive or impede settlement. At the beginning of the session the Mediator-Arbitrator shall inquire regarding the appearance of fairness of persons present as required by the Uniform Mediation Act (RCW 7.10).
5. **Production of Information/Materials.** Each side shall provide information and documentation to the Mediator-Arbitrator and the other side at least five business days prior to the session unless both sides agree on their own timetable for exchange of documents. No responsive or reply materials are required or sought for a mediation; but both are helpful in an arbitration proceeding. Should a side wish to submit a confidential document not to be shared with the others, the Mediator-Arbitrator's copy shall be marked clearly on the front page that it is confidential and is not be shared. No one shall subpoena the Mediator-Arbitrator or request any

disclosures in any proceeding except as to the existence and terms of a settlement agreement or as provided by the Uniform Mediation Act or the Uniform Arbitration Act.

6. **Confidentiality.** Mediation proceedings shall be privileged and confidential to the maximum extent provided by law. Statements made by the participants shall not be reported, recorded, placed in evidence, or used as an admission except as specifically authorized or directed by law.
7. **Good Faith/Full Disclosure.** Each participant shall work in good faith to achieve a resolution of the issues at the session. Each shall fully disclose all property, debts, information and documents requested by the other side or as are relevant and necessary to the full resolution of the issues. Attorneys are encouraged to draft and distribute in advance such legal documents as may be necessary to fully and completely resolve the pending legal proceeding.
8. **Outcome.** Best efforts will be expended by the Mediator-Arbitrator, Attorneys and Parties to attain a resolution of the issues and to reduce all agreements to writing in compliance with State Civil Rule of Procedure 2A (CR 2A). A “CR 2A Stipulation” is a legally binding document, enforceable in court as a full settlement of the claims of the Parties. As time permits during the session or thereafter, Attorneys shall draft the final documents necessary to conclude the legal proceeding. Duplicate original copies of the CR2A Stipulation and signed documents will be provided at the conclusion of the session to each Party and Attorney. The Parties agree to hold the Mediator-Arbitrator harmless from liability related to services rendered under this agreement.
9. **Arbitration.** Attorneys may agree on behalf of the Parties to submit issues to arbitration as provided in the “CR 2A Stipulation,” which process shall be in accord with the terms of this agreement and the Uniform Arbitration Act (Revised Code of Washington, Chapter 7.04A).
10. **Mediator-Arbitrator’s Fees.** Fees will accrue for time incurred for professional services, including preparation, substantive communications with each side, and attendance at the mediation-arbitration session. The Mediator-Arbitrator’s rate is **\$300 per hour** rounded to the nearest ¼ hour. Unless there is a cancellation or continuance there is **no charge** for setting up the file, setting the date, travel time or administrative activities. Unless the Mediator-Arbitrator is advised of an alternative arrangement, each side shall be responsible for paying the deposits and fees in equal amounts. Parties and Attorneys agree that **fees accruing during the session exceeding the deposit amounts will be paid at the conclusion of that session.** Attorneys will make provision that payment for their side is made on the date services are rendered.
11. **Fee for Cancellation/Continuance/Minimum Charge for Reserved Date:** If a reserved date is canceled, postponed or is a minor matter, there is a **Cancellation/Minimum Fee of \$500.** We book well in advance and it is difficult to re-fill a cancelled date on short notice. If one side cancels a session and the other side is ready to proceed, in the discretion of the Mediator-Arbitrator, the side canceling may be held solely responsible for payment of the Cancellation Fee.

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| Wife’s or Mother’s Attorney | Date | Husband’s or Father’s Attorney | Date |
| Wife or Mother (Party) | Date | Husband or Father (Party) | Date |
| Comm. Stephen M. Gaddis, Ret. | Date | GAL/Additional Party/Attorney | Date |