

FRED CARR ADR

FEE SCHEDULE

PAYMENT OF FEES AND COST SHARING	<p>Each party participating in a mediation will share pro-rata in all administrative and mediation fees, unless otherwise agreed by the parties and made known to us in writing. We will assume that the parties listed in our confirming letter are all of the parties participating in the mediation. Where one counsel represents more than one client, we will consider them to be a single party for purposes of this pro-rata responsibility for fees. <u>The respective law firms representing the parties are directly responsible for their client's share of the mediation fees.</u> By agreeing to schedule a mediation session, the parties and their counsel agree to the terms of this Fee Schedule and that any balance due after a scheduled session will be paid upon receipt of the Final Invoice, regardless of whether the case settled.</p>
ADMINISTRATIVE FEE	<p>A \$250 Administrative Fee covers contact with the parties or their counsel for setting a mediation session. It also includes the time incurred in scheduling and confirming the terms of the mediation session in writing to the parties and any court ADR program reporting required of the mediator. This fee is charged for <u>each</u> session scheduled for mediation.</p>
MEDIATION SESSION FEES	<p>The hourly rate for mediation services is \$500 per hour. There is a four and one-half hour minimum for all mediation sessions. The Minimum Mediation Session fee is \$2,250.00. Mediation session time beyond this four and one-half hour minimum is also billed at \$500.00 per hour. Additionally, this hourly rate is also charged for any pre-mediation session preparation time, including the time spent reading and reviewing briefing materials and documents provided by any party, and any time after a session adjourns that is authorized by the parties.</p>
DEPOSIT REQUIRED	<p>A total deposit of \$2,500.00, representing the \$2,250.00 Minimum Mediation Session Fee and the \$250 Administrative Fee is required to reserve the date for a mediation session. Each party is required to pay their pro-rata share of this \$2,250.00 deposit, unless the parties otherwise agree to some other division and such agreement is made known to us in writing. If the mediation is canceled more than 14 days before the date reserved for the session, all sums deposited will be returned. <u>See the section below pertaining to forfeiture of the full deposit to cover Late Fees where a session is canceled or rescheduled 14 days or less before a scheduled session.</u></p>
\$2,500.00 LATE FEE FOR CANCELLATION OR RESCHEDULING 14 DAYS OR LESS BEFORE THE SCHEDULED SESSION	<p>If a mediation session is <u>canceled or rescheduled 14 days or less</u> before the date of a scheduled session, \$2,500.00 will be charged to the canceling party as a LATE FEE. The deposits received from the respective parties will be applied towards their pro-rata share of such Late Fees, unless it is made known in writing via facsimile or email to all parties and to us that <u>all of the parties have agreed to divide the Late Fee another way.</u> <u>Any unpaid balance on the Cancellation or Rescheduling Fee is due within ten days of the date of the canceled or rescheduled session.</u> <u>In the case of a late rescheduling, where a party's deposit is applied to the Late Fee, the responsible party(s) must submit a second deposit to reserve a further date for mediation.</u> If Mr. Carr is able to schedule a different mediation on the day of the canceled or rescheduled session, the Late Fee will not be charged. <u>Any unpaid balance on the Cancellation or Rescheduling Fee is due within ten days of the date of the canceled or rescheduled session.</u></p>
TRAVEL TIME AND EXPENSES	<p>There is <u>no charge for travel time</u> to and from a mediation session in the San Francisco Bay Area. Fees for travel outside the S.F. Bay Area will be negotiated.</p>