

VIA FACSIMILE

Date, 2010

RE:
RESOLUTE #:

The mediation of the above matter is confirmed with all parties. The details are as follows:

MEDIATOR:
CONFERENCE DATE:
CONFERENCE TIME:
LOCATION:

Enclosed please find the mediation confirmation for the above matter. Please review, sign and fax the mediation confirmation back to me immediately.

Any party canceling or rescheduling after today will be charged the appropriate fee.

Thank you for your time and for allowing Resolute Systems, LLC to work with you on this matter. Please do not hesitate to call me if you have any questions or concerns.

Very truly yours,

Lori N. Holliday
Sr. ADR Consultant

50 N. FRONT STREET, SUITE 650, MEMPHIS, TENNESSEE 38103
PHONE: 901-523-2930 TOLL FREE: 800-776-1819 FAX: 901-523-2931

**Resolute Systems, LLC
Mediation Confirmation**

We the undersigned parties (or their counsel) hereby agree to enter into non-binding mediation with the intention of reaching a consensual settlement of the following dispute:

«CAPTION»

Resolute Case #:
Conference Date:
Conference Time:
Location:

(In case of emergency on the scheduled day)

Mediator:

Please send pre-submissions directly to:

Each party agrees to pay the following fees for services provided by Resolute Systems, LLC and their Mediators. There is a 3-hour minimum for time blocked out on the mediator's calendar. Payment of these fees is **not** dependent upon the outcome of the Mediation. Attorneys are jointly and severally liable for all fees with respect to their client(s).

Review Time: per hour per party
Conference Time: per hour per party
Travel Time: per hour per party
Administrative fee: per party

You must return a signed copy of this to Resolute Systems, LLC within 7 days of receipt. All charges will be billed post-conference. Please include the Resolute # on all checks.

Rescheduling Fee:

22 Days prior to conference - \$0
7-21 Days prior to conference - \$100
0-6 Days prior to conference - \$150

Cancellation Fee:

In the event of cancellation after the conference date is set, the canceling party agrees to pay the total administrative fee of \$350 plus any mediator time already incurred.

1. All communications by the parties shall be treated as strictly confidential by the mediator, by the parties and by their representatives. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the decisions.

2. Only plaintiffs, plaintiff's attorneys, insurance company representatives, defendants, and their attorneys will be present during the conference, unless otherwise agreed to by the parties.

3. The parties agree that the Mediation and all related proceedings are non-discoverable and inadmissible in any litigation, and also that the mediator shall not be subpoenaed to appear and shall not be competent to testify in any local, state or federal court.

4. We further agree that although the mediator we have agreed to is an attorney, former Judge, Justice or Chief Justice, we understand and agree that he/she acts in capacity of a NEUTRAL MEDIATOR and in no way represents us or our clients as a lawyer. He/She cannot and will not provide

legal, tax or financial advice. We agree that **Resolute Systems, LLC** and the neutral mediators are immune from suit and we agree to indemnify and hold them harmless from any and all liability while acting in their capacity as a mediator.

5. We further agree that certain information cannot be kept confidential. Any communication made in an alternative dispute resolution process about child abuse, commission of an act in furtherance of a crime or fraud, or plan to commit a crime or fraud is not privileged and must be reported to appropriate authorities. Subject to the above limitation, our mediators agree that any communication during a private caucus that the parties wish to be kept confidential will not be revealed. In turn, we agree not to subpoena our neutral mediator, or otherwise attempt to coerce or disclose any communications concerning our mediation. We expressly agree that the mediator shall not be subpoenaed in any other proceeding concerning this dispute and that any documents developed during the mediation conference shall not be subject to subpoena. All discussions, representations and statements made at the mediation conference shall be privileged as settlement negotiations and nothing related to the conference shall be admitted at trial or subject to discovery.

_____ Date

_____ Date

_____ Date

_____ Date

INFORMATION TO INCLUDE IN A MEDIATION PRE-SUBMISSION

- Style: Claimant(s), Defendant(s), and court and cause number.
- If this is Rule 31 mediation, you will need to provide a copy of the signed order.
- Parties: Please look at the agreement page. If counsel for any part has been omitted, please prove their name to Resolute Systems, LLC.
- Facts: Please provide a brief description of the facts giving rise to the claims and defenses. You may enclose pleading and other documents if descriptive. If this is a complex matter, please provide a more detailed statement explaining the facts, claims made and defenses.
- Is liability disputed? If so, please provide a copy of the accident/incident report, photographs and any witness statements.
- List all medical specials. Are any being contested and why?
- List lost wages. Are any being contested and why? Please provide a document from the employer and doctor if possible.
- List any other type of specials that the Plaintiff is making a claim for the have not been mentioned.
- Has any doctor given a disability rating and/or permanent restrictions? If so, please provide documentation.
- Why has this case not already been resolved? What are the last offers of the parties? Do you have sufficient information to settle this case? If not, what do you need?
- Please provide any other information that the mediator should be aware of prior to the mediation.
- Are there any subrogation issued to be resolved before the mediation? If so, please do so or have adjuster on call.
- Figure your case expense so far, determine cost of trial and figure net to client under settlement or trial.
- Are there any medicals that have not been given to the attorney? If so, please do so.

Please note: If photos are included in your pre-submission, please use the following delivery methods:
email, mail or hand-deliver.

(No faxed photos please)

REMEMBER A CLIENT WHO IS EMPOWERED TO ESTABLISH AND CHANGE A SETTLEMENT POSITION, AND CAN SIGN AN AGREEMENT WHICH IS BINDING WITHOUT LATER RATIFICATION, MUST BE PRESENT FOR THE ENTIRE MEDIATION, IN ADDITION TO COUNSEL.