

CASES Comprehensive Adjudication Agreement

This Agreement is made by and among _____
and _____ (together, the “Disputants”),
_____ (the “Adjudicator”), and
Comprehensive Adjudication System Expert Solutions, Inc. (“CASES”) for the
purpose of adjudicating the legal dispute between the Disputants that is described
in Attachment A to this Agreement as well as matters the Adjudicator believes to be
reasonably related to the description in Attachment A (the “Dispute”).

Retention of the Adjudicator

1. The Disputants agree to suspend all other public court litigation and arbitrations related to the Dispute and jointly retain the Adjudicator as a neutral intermediary to thoroughly investigate the legal authority and the evidence the Adjudicator determines to be relevant to the Dispute, decide all issues of liability the Adjudicator determines to be reasonably related to the Dispute and, if appropriate, damages and/or other legal remedies in accordance with the Intelligent Justice Adjudication Rules and Procedure found at IntelligentJustice.org (the “Rules”), as those Rules are interpreted from time to time by CASES (the “Adjudication”).
2. Each of the Disputants acknowledges having access to a copy of the Rules, has reviewed them carefully, and agrees to be bound by their terms.
3. The Adjudicator was selected with the unanimous voluntary consent of all Disputants and shall seek to identify and review the material evidence and legal authority supporting the legal positions of all Disputants before deciding the Dispute.
4. The Adjudicator shall perform the work contemplated by this Agreement with the assistance of such other legal professionals and staff as the Adjudicator determines to be useful in the Adjudication process (together with the Adjudicator, the “Adjudication Team”). The Adjudicator shall carefully supervise, oversee and direct the work performed by the Adjudication Team.
5. Each of the Disputants shall preserve all evidence described in Attachment B to this Agreement, as well as all other evidence that is in any way related to the Dispute, until the conclusion of the Adjudication and any permitted appeals. Each of the Disputants shall direct everyone under their control to do the same in written communications that also are provided to the Adjudicator.
6. Each of the Disputants shall refrain from communicating with the witnesses identified in Attachment B to this Agreement, or any other witnesses, about the substance of the Dispute until the conclusion of the Adjudication and any permitted appeals. Each of the Disputants shall direct everyone under their control, including their legal representatives, to do the same in written communications that also are provided to the Adjudicator.

7. In deciding the Dispute, the Adjudicator shall have the discretion to draw negative inferences from any Disputant's destruction of potentially useful evidence or efforts by a Disputant, or a Disputant's representatives, to influence the testimony of witnesses.
8. The Adjudication Team shall zealously seek to obtain and review the files, documents and other electronic or physical evidence described in Attachment B to this Agreement in accordance with the timeline appearing in Attachment C to this Agreement.
9. The Adjudication Team shall zealously seek to examine the witnesses described in Attachment B to this Agreement under oath concerning matters the Adjudication Team believes to be related to the Dispute in accordance with the timeline appearing in Attachment C to this Agreement.
10. The Adjudicator shall have the unfettered discretion to obtain and review electronic documents, physical documents and other physical evidence and examine witnesses not specifically described in Attachment B to this Agreement if the Adjudicator believes that any such evidence and/or witnesses may be useful in the Adjudication of the Dispute.
11. The Adjudicator shall have sole and unfettered discretion to decide what subjects, electronic or physical documents, other physical evidence, and testimony are potentially relevant and/or useful in the Adjudication of the Dispute.
12. Each of the Disputants agrees to provide its prompt and full cooperation to the Adjudicator in connection with the Adjudicator's efforts to swiftly obtain all of the evidence the Adjudicator believes to be useful in reaching a decision concerning the Dispute. To that end, the Disputants will direct all persons under their control to immediately provide the Adjudicator with all information, documents, electronic records, testimony and other materials requested by Adjudicator and to cooperate fully with the Adjudicator in every respect.
13. Each Disputant shall swiftly and voluntarily provide the Adjudication Team with copies of, and unlimited access to, all electronic files and documents, physical files and documents, and other physical evidence, under their custody or control, that are requested by the Adjudication Team. The Adjudicator may award to other Disputants any costs or fees which the Adjudicator believes to arise, in the Adjudicator's sole and unfettered discretion, from any unreasonable delay or lack of cooperation in providing materials requested by the Adjudicator. The Disputants also agree, that the Adjudicator may, in the Adjudicator's sole and unfettered discretion, draw negative inferences in deciding the Dispute, against any Disputant(s) that withhold materials requested by the Adjudicator.
14. Each Disputant shall swiftly and voluntarily make available to the Adjudication Team all witnesses under the Disputant's control for examination under oath as many times as may be requested by the Adjudication Team. The Adjudicator may award to other Disputants any costs or fees which the Adjudicator believes to arise, in the Adjudicator's sole and unfettered discretion, from any unreasonable delay or lack of

- cooperation in providing witnesses for examination under oath, or witness testimony, requested by the Adjudicator. The Disputants also agree, that the Adjudicator may, in the Adjudicator's sole and unfettered discretion, draw negative inferences in deciding the Dispute, against any Disputant(s) that withhold witnesses or witness testimony requested by the Adjudicator.
15. As part of the Adjudication process, the Adjudicator may consider the professional opinions of expert witnesses who are selected by the Adjudicator with the unanimous consent of the Disputants and have specialized training, experience or education in matters that are relevant to the Dispute. The Adjudicator will review any written reports prepared by any such expert witnesses and examine the expert witnesses under oath.
 16. At the conclusion of the Adjudication Team's investigation, the Adjudicator will prepare a document identifying all of the evidence believed to be material to the Adjudicator's ultimate decision. The Disputants will then have 30 days to explore a possible settlement before the Adjudicator decides the question of liability. If liability is found, the Disputants will have another 30 days to explore settlement before the Adjudicator decides the question of damages and/or other remedies. Together, the Adjudicator's written findings will constitute the Adjudicator's final decision.
 17. The Adjudicator will not disclose anything beyond the Adjudicator's final decision and the evidence that is relied upon in making it. If the Adjudicator determines, at the urging of any Disputant, that specified evidence described in the Adjudicator's decision is legally protected from disclosure as a trade secret, protected proprietary information or protected private personal information, the Adjudicator will take appropriate steps to preclude disclosure of any such confidential information contained in the decision and obtain agreements preventing any misuse of that information by the designated representatives of the opposing Disputants that are entitled to see it.
 18. The Adjudicator represents and warrants that neither the Adjudicator nor anyone on the Adjudication Team has represented any of the Disputants in any legal matter and they have no conflict of interest serving as a neutral in the Adjudication of the Dispute under the ethical rules governing attorneys in the relevant jurisdiction, except as to any conflicts that may have already been disclosed and waived in writing by all Disputants.
 19. The Adjudicator agrees, on behalf of all members of the Adjudication Team, not to represent any Disputant, adjudicate or arbitrate any dispute in which any Disputant is a party or, otherwise, enter into any business relationship with any Disputant for a period of two years after the conclusion of the Adjudication of the Dispute.
 20. In the absence of clear and convincing evidence of corruption or bribery, the Adjudicator and the Adjudication Team shall have no liability to the Disputants for the work performed under the terms of this Agreement. The Disputants' sole remedy for any dissatisfaction with the work performed by the Adjudication Team, or the outcome of the Adjudication, is an appeal as

may be permitted by the Federal Arbitration Act (9 U.S.C. Sec. 1 et seq.) and/or the terms of this Agreement.

Retention of CASES

21. The Disputants jointly retain CASES to oversee the administration of the Adjudication and to arrange and moderate periodic joint status conferences with the Adjudicator to monitor the progress of the Adjudication.
22. To avoid any possibility of satellite disputes or litigation, CASES shall have the sole and unfettered legal authority to interpret, define and decide the legal obligations of the Adjudicator and the Disputants under the terms of this Agreement.
23. CASES shall have no obligation or authority to participate in the Adjudicator's decisions regarding the substantive aspects of the Dispute. However, CASES shall have the authority to direct the work of the Adjudicator in connection with administrative and procedural issues, if CASES decides, within its sole and unfettered discretion, that doing so will advance the integrity of the Adjudication process.
24. The Adjudicator and the Adjudication Team are solely responsible for the quality, thoroughness and integrity of their work and the Adjudicator's decisions. Under no circumstances shall CASES or its officers, directors, agents, employees or insurers have any liability for the quality, thoroughness, or integrity of the work performed by the Adjudicator or the Adjudication Team. The Disputants, the Adjudicator, and the Adjudication Team jointly and severally, shall hold CASES and its officers, directors, agents, employees and insurers harmless and shall indemnify each of them against any such liability, including their attorneys' fees in defending any such claim of liability.

General Terms

25. The Adjudication of the Dispute shall be governed by and subject to the provisions of the Federal Arbitration Act (9 U.S.C. Sec. 1 et seq.) and any applicable state or federal statute or legal authority concerning the arbitration of legal disputes. The Adjudicator's decision adjudicating the Dispute shall be enforceable as a final judgment upon confirmation of the Adjudicator's decision as an arbitration award in a public court of law after any appeal permitted by this Agreement, the Rules, or the Federal Arbitration Act has been decided, or the time for appeal has expired.
26. Each of the Disputants acknowledges that CASES and the Adjudicator have advised them to consult with separate legal counsel before executing this Agreement and each Disputant has consulted with its separate legal counsel or voluntarily waives the opportunity to do so. After execution of this Agreement, the participation of separate legal counsel is not necessary, except to the extent that any Disputant may wish to voluntarily retain separate legal counsel to assist the Disputant in properly framing the scope

- of the Dispute for the Adjudicator, monitoring the progress of the Adjudication or consulting with the Disputant concerning the advisability of settlement at various times prior to final judgment.
27. Each of the Disputants understands, acknowledges and agrees that neither CASES nor any member of the Adjudication Team represents them as their legal counsel, or in any other capacity, and they have no obligation to provide advice to them under any circumstances. No communication with any Disputant by CASES or the Adjudication Team shall be considered legal advice.
 28. Each of the Disputants separately agrees to pay the Adjudication Team, in advance, base Adjudication fees equal to \$_____ per month, before the first day of each month for a period of _____ consecutive months commencing on _____ and continuing until full payment is made, or a written settlement agreement that fully resolves the Dispute is signed, whichever occurs first. In addition, each of the Disputants agrees to pay the out-of-pocket costs incurred by the Adjudicator Team during the Adjudication of the Dispute, including the costs of computerized legal research, computerized processing and management of the evidence, expert witnesses and consultants, transcription and/or video recording of testimony, video conferencing, transportation, travel meals and lodging, document and computer media reproduction, long distance telephone, facsimile, messenger delivery, overnight mail and other reasonable expenses of the Adjudication. The Disputants are jointly and severally liable for the entire amount of such out-of-pocket costs however, unless the Disputants agree in writing to a different arrangement during the course of the Adjudication, each Disputant shall pay the total amount of such costs, divided equally by the number of Disputants, within 30 days of the invoice date.
 29. Each of the Disputants has disclosed to CASES and the Adjudicator the identities of the material witnesses to be interviewed under oath and an estimate of the number of electronic or physical document pages to be reviewed. The payments to the Adjudication Team described above cover the interview of up to _____ witnesses and the review of up to _____ pages of documents or electronic records. If any Disputant desires that additional witnesses be interviewed or that additional electronic records, physical documents or other physical evidence be reviewed, then the Adjudicator may, in the Adjudicator's sole and unfettered discretion, do so upon advance payment for such additional work, at the Adjudication Team's then current hourly rates, by the Disputant or Disputants desiring that the additional work be performed.
 30. Each of the Disputants separately agrees to pay CASES, in advance, administration fees equal to \$_____ per month commencing on _____, and continuing until a written settlement agreement that fully resolves the Dispute is signed or the Dispute has been fully decided by the Adjudicator and any permitted appeals have been decided or the time for appeal has expired, whichever occurs first. In addition, each of the Disputants agrees to pay the reasonable out-of-pocket costs incurred by CASES in the

administration of the Adjudication. The Disputants are jointly and severally liable for the entire amount of such out-of-pocket costs. However, unless the Disputants agree in writing to a different arrangement during the course of the Adjudication, each Disputant shall pay the total amount of such costs, divided equally by the number of Disputants, within 30 days of the invoice date.

31. The decision adjudicating the Dispute will not be provided until sometime after all Disputants have fully paid all of the amounts described above. If any Disputant is in arrears in its payments, CASES may, within its sole discretion, direct the Adjudicator to cease all further work under this Agreement. If that occurs, CASES may, within its sole discretion, also direct the Adjudicator to recommence work upon full payment of all amounts then due and owing. A Disputant that is current in its payments may, but is not obligated to, pay the balance due of any other Disputant that is delinquent in its payments and the Adjudicator will adjust the final decision to award the paying Disputant(s) all amounts paid for the delinquent Disputant(s) under these circumstances. Each of the Disputants authorizes the Adjudicator to award the amount paid for the delinquent Disputant(s) as part of the Adjudicator's final decision and such amount shall be recoverable upon confirmation of the award by a public court of law.
32. The signatories for the parties to this Agreement represent that they have the authority to execute this Agreement on behalf of the respective parties listed below. Signatures may be provided in multiple counterparts and the execution of counterparts shall have the same effect as if all signatories executed the same instrument. This Agreement, together with its Attachments A, B, and C and the Intelligent Justice Adjudication Rules and Procedures, contains the entire, complete and integrated statement of each provision that the parties have agreed upon. In entering into this Agreement, none of the parties has made or relied upon any warranty or representation not specifically and expressly described herein. This Agreement shall not be modified in any respect except by a writing executed by all of the parties hereto.

Dated:

Signature:

Print Name:

On Behalf of the Adjudicator and the Adjudication Team

Dated:

Signature:

Print Name:

On Behalf of Comprehensive Adjudication System Expert Solutions LLC (CASES)

Dated:

Signature:

Print Name:

On Behalf of:

Dated:

Signature:

Print Name:

On Behalf of: