

LAKESIDE MEDIATION CENTER

3825 LAKE AUSTIN BLVD.
SUITE 403
AUSTIN, TEXAS 78703
(512) 477-9300
FAX: (512) 477-9302
www.LakesideMediation.com

7/15/20

Ray Chester
McGinnis Lochridge
rchester@mcginnislaw.com

RE: Confirmation of Mediation – World Class v. The Mitte Foundation

Dear Counsel:

This letter will confirm that the above referenced matter has been set for full day mediation with Ben Cunningham and Eric Galton. Please make note of the following information:

Session date: 7/17/20
Start time: 9:00 a.m.
Location: Zoom
Meeting ID: 898 3549 5873
<https://us02web.zoom.us/j/89835495873>

I would request that any mediation submission be sent to my attention no later than three business days before the scheduled mediation. I have enclosed a fee schedule which indicates that Ben charges a flat fee of \$1600.00 per party and Eric charges \$1950.00 per party for full day mediation.

**Please bring checks made payable to Lakeside Mediation Center,
tax ID #74-2957741.**

Payment is due on or before the beginning of the session.

Attached hereto, please find an Agreement to Mediate, which should be signed and returned prior to mediation.

**All Counsel of record will receive the same information*

**Directions, hotel info, fee schedules, contact info, etc. can be found on our website, www.lakesidemediation.com*

Eric Galton Ben J. Cunningham Gregory T. Bourgeois David Moore Fred Hawkins Ken Davison Lynn Rubinett
Lucius Bunton Kimberlee Kovach Bill Fowler

House Managers

EX. 085

AGREEMENT TO MEDIATE

We, the undersigned parties and counsel, agree to use the mediation services provided by Ben Cunningham and Eric Galton in connection with the present dispute between World Class v. The Mitte Foundation

The undersigned agree that Ben Cunningham and Eric Galton shall be the mediators of this matter and that the mediation will be conducted in accordance with Section 154.001 et seq, Texas Civil Practice and Remedies Code and the Rules for Mediation. All parties recognize that mediation is a voluntary settlement conference, that the mediator is not a judge, and has no authority to force a settlement on the parties. All parties commit to use their best efforts to settle this case.

The parties, or their company representative, agree to attend the mediation session ready to negotiate in GOOD FAITH, with ADEQUATE AUTHORITY and DISCRETION to attempt to resolve the matter during the mediation process, and committed to spend the requisite amount of TIME to give the mediation process a fair chance to succeed.

Fees for the mediation will be charged in accordance with the Fee criteria provided to the parties by the mediator and shall be due and payable prior to commencement of the mediation session.

During the mediation process, all parties are encouraged to consult with their attorneys regarding their legal rights and obligations. The parties recognize that the mediator is a neutral intermediary, is not giving legal advice or counsel, is not analyzing any party's legal rights or obligations, and is not an advocate for either party.

The parties recognize and agree that the mediation process is one of settlement negotiation and that settlement negotiations are not admissible in any litigation or arbitration, as provided by applicable law. The parties understand and agree that all communications with the mediator outside of the presence of the other party are confidential.

The parties understand and agree that there will be no recording of any part of the mediation session, nor may anyone be served with process of any nature during the sessions. The parties understand and agree that neither the mediator, nor the mediator's files, may be subpoenaed for any purpose.

Ray Chester
McGinnis Lochridge

Number of Participants on your side: _____

Dated:

Lakeside Mediation Center

Galton, Cunningham & Bourgeois
Lakeside Mediation Center
3825 Lake Austin Blvd. Suite 403
Austin, Texas 78703

Phone: 512-477-9300, Fax: 512-477-9302
Email: adr@lakesidemediation.com

Invoice

Invoice Date: 7/15/20

Due From: McGinnis Lochridge

RE: World Class v. The Mitte Foundation

Date	Description	Amount Due
7/17/20	Full Day Mediation (Ben)	\$1600.00
	Full Day Mediation (Eric)	\$1950.00
	1-Hour Meeting (Ben)	\$ 400.00
	1-Hour Meeting (Eric)	\$ 400.00
	Total due	\$4350.00

TAX ID No. 74-2957741

REMITTANCE Payable to LAKESIDE MEDIATION CENTER

****If you are issuing a check, please write the case style in the Memo section (eg. Smith v. Smith)**

Firm:

Date:

Amount Due:

Amount Enclosed:

Mediator: Ben J. Cunningham

Lakeside
Mediation
Center

Ben Cunningham

Mediator

FEE SCHEDULE

FULL DAY CASE - \$ 1600.00 per party – full day in Austin or within 100 miles

For mediations with 3 or more parties: \$ 1350.00 per party

COMPLEX AND CLASS FLSA MEDIATIONS – \$3900.00 per party plus travel expenses if outside Austin

HALF DAY CASE - \$ 800.00 per party – half day

FULL DAY CASE - \$ 1800.00 per party – full day 100+ miles outside Austin

FOR CASES OUTSIDE OF TEXAS - \$ 7000.00 per party - full day plus travel expenses to be divided by the parties

For mediations with 3 or more parties: \$2000.00 per party

A full day is an eight (8) hour mediation session. All hours after 8 hours are billed at \$400.00 per hour and divided equally by the parties.

Travel time shall be billed at \$125.00 per hour. Travel time, as with travel expense, shall be divided between the parties and shall be billed after the mediation session.

CANCELLATION FEE

After a mediation or arbitration is scheduled and notices of the mediation are sent, no cancellation fee shall be charged if the mediation is cancelled FOURTEEN (14) days from the date scheduled for mediation or THIRTY (30) days from the first date scheduled for arbitration. Such cancellation must be in writing. If the mediation is cancelled within 14 days of the date set for mediation or 30 days of the first date set for arbitration, a cancellation fee of 50% of the daily rate per party shall be charged to each party. If the mediation is cancelled within 2 business days of the scheduled mediation date, a full mediation fee is charged to each party. The mediator may excuse the cancellation fee if the cancellation is due to medical reasons, court intervention, or an event beyond the parties' control.

REVIEWING PRE-MEDIATION SUBMISSIONS

The daily rate charged each party includes up to one (1) hour per party for telephone conferences and reviewing pre-mediation submissions. All reading time beyond 1 hour shall be charged to that party at \$400.00 per hour and shall be billed with the expense invoice after the mediation.

FOLLOW-UP AFTER THE MEDIATION SESSION

The daily rate includes up to 1 hour of post-session follow-up with no additional charge. All post-session follow-up beyond 1 hour shall be charged at \$400.00 per hour and divided equally by the parties.

"ROCKET DOCKET" MEDIATION

The Lakeside Mediation Center's Rocket Docket Program is designed to provide an alternative means of resolving those disputes with lower amounts in controversy, which were heretofore referred to settlement week for mediation. For those cases that meet the Rocket Docket Profile, we will offer a three-hour mediation at a reduced rate of \$600 per party. The submission will be simplified, and the mediation position submissions may be made via e-mail or fax on our streamlined position statement form. Parties with multiple cases may schedule up to three different cases on the same day in order to maximize the benefits of the Rocket Docket Program. Please note that scheduling a Rocket Docket mediation with a specific mediator does not guarantee you that mediator, but does guarantee you a Rocket Docket mediation with one of our mediators on the date you are confirmed for.

SCHEDULING MULTIPLE DAY MEDIATIONS

Should the parties schedule two or more days of mediation, the parties shall be responsible for the entirety of their portion of the mediation fee for all days reserved, regardless of the length of the mediation session. The cancellation or rescheduling fee described above shall apply to the fee for the total number of days reserved.

FACILITY FEES AND LUNCHES

No additional fees are charged for mediations held at the Lakeside Mediation Center. The mediator shall provide a lunch at no additional cost for all full day mediations held at Lakeside Mediation Center. The parties shall be responsible for all facility costs for mediations not held at Lakeside Mediation Center and shall be responsible for all costs associated with lunch, food and beverages for mediations not held at Lakeside Mediation Center.

HOLDING DATES

A party may request to hold a mediation date. Such requested holds shall be honored for forty-eight (48) hours from the time of the request. Should such date not be confirmed within 48 hours, the requested date may be given to other parties requesting the date.

Eric R. Galton
Mediator
FEE SCHEDULE

FULL DAY CASE – \$ 1950.00 per party – full day in Austin or within 100 miles
FULL DAY CASE – \$ 2250.00 per party – full day 100+ miles outside Austin plus travel expenses to be divided by the parties
FOR CASES IN EL PASO – \$2500.00 per party – full day plus travel expenses to be divided by the parties
FOR CASES OUTSIDE OF TEXAS – \$8000.00 – full day plus travel expenses to be divided by the parties
FOR CASES IN LOS ANGELES, SAN FRANCISCO, NEW YORK CITY, AND CHICAGO – \$9000.00 – full day plus travel expenses to be divided by the parties
FOR CASES OUTSIDE OF THE UNITED STATES - \$12000.00 – full day plus travel expenses to be divided by the parties
HALF DAY CASE – \$ 975.00 per party – half day
HALF DAY COMPLEX AND CLASS FLSA MEDIATIONS – \$2000.00 party party – half day
COMPLEX AND CLASS FLSA MEDIATIONS – \$4000.00 per party plus travel expenses if outside Austin
FULL DAY ARBITRATION – \$5000.00 – full day plus \$500.00 per hour for additional work to be divided by the parties

A full day is an eight (8) hour mediation session. All hours after 8 hours are billed at \$500.00 per hour and divided equally by the parties.

Travel time shall be billed at \$150.00 per hour. Travel time, as with travel expense, shall be divided between the parties and shall be billed after the mediation session.

CANCELLATION FEE

After a mediation or arbitration is scheduled and notices of the mediation are sent, no cancellation fee shall be charged if the mediation is cancelled FOURTEEN (14) days from the date scheduled for mediation or THIRTY (30) days from the first date scheduled for arbitration. Such cancellation must be in writing. If the mediation is cancelled within 14 days of the date set for mediation or 30 days of the first date set for arbitration, a cancellation fee of 50% of the daily rate per party shall be charged to each party. The mediator may excuse the cancellation fee if the cancellation is due to medical reasons, court intervention, or an event beyond the parties' control. Should an arbitration or mediation reschedule and no rescheduling fee is charged and then the arbitration or mediation is not rescheduled or is cancelled for any reason, the entire fee is due and all fee deposits are forfeited.

REVIEWING PRE-MEDIATION SUBMISSIONS

The daily rate charged each party includes up to two (2) hours per party for reviewing pre-mediation submissions. All reading time beyond 2 hours shall be charged to that party at \$400.00 per hour and shall be billed with the expense invoice after the mediation.

FOLLOW-UP AFTER THE MEDIATION SESSION

The daily rate includes up to 1.5 hours of post-session follow-up with no additional charge. All post-session follow-up beyond 1.5 hours shall be charged at \$400.00 per hour and divided equally by the parties.

SCHEDULING MULTIPLE DAY MEDIATIONS

Should the parties schedule two or more days of mediation, the parties shall be responsible for the entirety of their portion of the mediation fee for all days reserved, regardless of the length of the mediation session. The cancellation or rescheduling fee described above shall apply to the fee for the total number of days reserved.

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