

Dear Counsel:

Thank you for selecting me to arbitrate this dispute. This letter confirms the engagement and outlines my expectations for the process based on my experience for successful arbitrations. We will conform the procedures to the Agreement signed by the parties once you provide it.

STOHLER ADR PLLC does not have a conflict.

We will begin the process by holding a Management Conference Call on _____. I will send a call number via e-mail once we confirm the date. The purpose of the call will be to establish the schedule for the Arbitration. Following the call, I will issue a Scheduling Order, including setting the hearing date(s), discovery, dispositive motions and the like. We will hold the hearing(s) in Connecticut.

The parties agree to the following:

1. To retain me to serve as the impartial and independent Arbitrator and to issue a final and binding decision on the issue submitted by the parties.
2. The Arbitrator does not represent any party in the proceeding and will not provide legal advice or counsel.
3. The applicable rules will be as set forth in the parties' Arbitration Agreement. In the absence of such rules, the American Arbitration Association Rules for the Resolution of Employment Disputes will be followed.
4. The Arbitration is a private and confidential proceeding.
5. The Arbitrator shall have the same common law immunity as a judge. The Arbitrator shall not be liable to any participant for any act or omission in the administration or resolution of this dispute.
6. No party will subpoena the Arbitrator to testify in any further proceeding or seek my notes.
7. The Arbitrator's complete file will be disposed of upon the issuance of the final Award.
8. Any party who violates this Agreement will indemnify the Arbitrator for any legal costs, expenses or attorneys' fees incurred.

The Respondent will pay my fees and expenses. [The Parties will split my fees.] My current hourly rate is _____, which will apply for the length of this arbitration. Please send a \$5,000.00 retainer in advance of the Arbitration [split equally between Plaintiff and Defendants]. The parties may be required to prepay additional fees based on estimates provided by the Arbitrator. In the event the Arbitration is cancelled less than one week before the Arbitration date, a cancellation fee of two hours (\$_____) may be charged, except in emergency or other similar circumstances. Invoices will be prepared and sent electronically early in the month following when services are rendered, Electronic payment is preferred and credit cards are accepted.

Of course, you have the right to terminate my services at any time. We will observe the Rules of Professional Conduct in this regard. If a dispute arises out of the obligation to pay my fees and expenses, it will be resolved by binding arbitration. That arbitration will be conducted before a panel of attorneys and laypersons. The rules for arbitration and fee disputes adopted by the Connecticut Bar Association will govern the arbitration.

Again, I appreciate you selecting me as your arbitrator. If you have additions or modifications to this letter, please let me know. Otherwise, please sign and return this signed engagement letter.

Very truly yours,

D. Charles Stohler

Plaintiff,

Defendants

Counsel

Counsel

