

**RETIRED JUDGE DISPUTE RESOLUTION SERVICES LLC STIPULATION AND  
AGREEMENT FOR BINDING ARBITRATION (VIRGINIA)**

In Re the Matter of:

Plaintiff,

Vs.

Defendant(s)

It is hereby stipulated and agreed by and between the undersigned parties, and their respective counsel, that the above captioned matter is hereby submitted for binding-arbitration, pursuant to Virginia Code 8.01-577(A), before H Thomas Padrick, Jr, Retired Judge, hereinafter referred to as the "Arbitrator."

The Arbitrator, in his sole discretion, shall control the proceedings and regulate the order of proof, including all the powers contained in Virginia Code 8.01-581.06, including but not limited to, the issuance of subpoenas for the attendance of witnesses, for the production of books, records, documents and other evidence, and shall have the power to administer oaths. The Arbitrator shall also have the power, if discovery is requested, to allow discovery in his sole discretion or by agreement of the parties. The Arbitrator shall have sole discretion to allow, limit, terminate, or resolve any discovery dispute between the parties. In addition, any party may retain at its own expense, a court reporter(s) to take down and transcribe the hearing or any other proceeding. The Arbitrator shall also have the discretion to require the parties to retain the services of a court reporter, the cost of which shall be paid by the parties as determined by the Arbitrator. The Arbitrator also has the discretion to conduct the hearing, or parts thereof, remotely via Zoom or some other means as may be appropriate. The hearing(s) shall be private.

The award shall be in writing and signed by the Arbitrator, and, pursuant to Virginia Code 8.01-581.07, fees and expenses shall be decided by the Arbitrator. In addition, if the parties agree in writing, attorney fees shall be assessed as part of the award. The award shall include a determination of all questions submitted to the Arbitrator. Any party to the arbitration shall be entitled to have the award of the Arbitrator entered as a judgment pursuant to Virginia Code 8.01-581-012, after it being confirmed by the court pursuant to Virginia Code 8.01-581.09.

There shall be no *ex parte* communication with the Arbitrator. Any communication with the Arbitrator outside of the hearing shall be by conference call with all parties present, or with copies of any written communications to all parties.

Each party hereto, and the attorneys of record of the parties, hereby waive any right each may have to trial by judge, trial by jury, trial *de novo*, or appeal.

The Arbitrator's fees are billed at the rate of \$375.00 per hour, with a minimum charge of four hours, for all work performed, including, but not limited to, preparation, pre-trial conferences, the

hearing(s) and issuance of the Award. Travel time over one hour will be billed at \$100.00 per hour. The parties shall also be responsible for any incidental costs. In the event a scheduled hearing is canceled by one or more of the parties, the parties and their attorney(s) shall pay a cancellation fee of four hours of the Arbitrator's time. The parties and his or her law firm (as a cost advance for the client) shall be responsible for paying all fees and costs incurred during the arbitration process. An appropriate fee deposit may be required at the sole discretion of the Arbitrator. Unless otherwise agreed, the fees and costs shall be evenly divided between the parties.

The Arbitrator shall not be liable to the parties and those signing this Stipulation for Binding Arbitration for any act or omission relating in any way to the Arbitration and the process thereof. Furthermore, the Arbitrator shall not be subpoenaed or otherwise compelled to testify or to produce any documents in any proceeding whatsoever. In the event of such subpoena, requests for documents or filing suit, the person or entity shall pay all costs and reasonable attorney's fees incurred by the Arbitrator.

Wherefore, by signing this agreement, the parties and their attorneys agree to all terms contained hereof.

\_\_\_\_\_  
Full Name of Person Signing (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name of Person Signing (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name of Person Signing (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name of Person Signing (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name of Person Signing (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Counsel

\_\_\_\_\_  
Signature of Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Counsel for Party

\_\_\_\_\_  
Printed Name of Counsel for Party

\_\_\_\_\_  
Address of Counsel

\_\_\_\_\_  
Address of Counsel

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

Date \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED by Retired Judge Dispute Resolution Services L.L.C.

By \_\_\_\_\_

Date \_\_\_\_\_