



# Mediation Fee Schedule

Zela G. Claiborne, Esq.

## PROFESSIONAL FEES

**Daily Rate. .... \$9,000**

Includes up to 8 hours of session time on the scheduled day and up to 2 hours of reading and research time.

Other professional time (including additional session time, pre- and post-session reading and research, and conference calls) will be billed at \$900 per hour. This may include travel time.

## CASE MANAGEMENT FEE

The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

The Case Management Fee is reassessed on cases that continue beyond originally scheduled professional time.

## Mediations

Initial non-refundable fee of \$450 per party, applies to first 10 hours of professional time

Time in excess of initial 10 hours.....12% of Professional Fees

## Discovery, Special Master, Reference, and Appraisal

See Neutral's individual general fee schedule

## Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

	<i>Cancellation/Continuance Period</i>	<i>Fee</i>
1 day or less.....	30 days or more prior to session.....	100% REFUNDABLE, except for time incurred
2 days.....	30 days or more prior to session.....	100% REFUNDABLE, except for time incurred
3 days or more .....	60 days or more prior to session.....	100% REFUNDABLE, except for time incurred
Sessions of any length.....	Inside the cancellation/continuance period.....	NON-REFUNDABLE

Unused session time is non-refundable.

Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued within the cancellation period unless the Neutral's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party causing the continuance or cancellation is responsible for the fees of all parties.

A deposit request for anticipated preparation and follow-up time is billed to the parties. Any unused portion is refunded.

All fees are due and payable by the due date stated in the confirmation letter. Payment must be received in advance of services rendered. JAMS reserves the right to cancel your session if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.

JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

**JAMS ENGAGEMENT AGREEMENT & CANCELATION POLICY**

**Case Name: Global Medical Solutions vs. Government of the Republic of Armenia**  
**Ref. #: 1425032969**

**1. Professional Fees**

Professional services for this matter, including but not limited to reading and other preparation time, the session time, extra session time, and any additional services or work, will be billed at the neutral's normal rate. Fees for unused scheduled time will not be refunded. The professional fees for Zela G. Claiborne are \$9,000 per 8 hour day (plus two hours of reading and research); all additional time billed at \$900 per hour.

**2. Additional Fees**

- A. Case Management Fees: Each party will be charged an initial non-refundable Case Management Fee of \$450. Please see attached Fee Schedule for policy on reassessment.
- B. Expenses are billed at cost.
- C. Travel: If travel is required and is not included in the neutral's rate, travel time is billed at the neutral's hourly rate. Travel expenses are billed at cost.
- D. Reading and Research Fees: Parties will be billed according to the neutral's fee schedule for reading and research time.

**3. Cancellation and Rescheduling Policy**

According to the JAMS Fee Schedule, fees for hearing sessions are non-refundable if a session is canceled or rescheduled less than 30 days before the session date, unless the neutral's time is rescheduled with another matter. Cancellation and rescheduling fees will be paid by the canceling party(ies). Case Management Fees are non-refundable.

**4. Payment**

- A. The parties agree to divide the professional fees and additional fees as follows: 50 / 50: 50% to Global Medical Solutions C/O McCabe & Hogan PC, and 50% to Respondent, Government of Armenia and as set forth in the neutral's Fee Schedule.
- B. Each party agrees to pay its share of the estimated fees and expenses to be received by JAMS at least 30 calendar days prior to the session and according to applicable deadlines. Unless it otherwise agrees, JAMS is not bound by agreements between or among the parties with respect to its fees.

By the signatures below, each participant, either directly or through counsel, hereby certifies that s/he has read this entire Agreement and agrees with all matters stated herein. This Agreement may be signed in counterparts.

Signed:

.....  
Print Name: **Eduard Aghajanyan**

For: **Office of the Prime Minister of the Republic of Armenia**

Dated: **6 November 2020**





## Mediation Agreement - Remote

**Case Name:** Global Medical Solutions vs. Government of the Republic of Armenia

**JAMS Ref. No.:** 1425032969

**Panelist:** Zela G. Claiborne Esq.

### I. Participants and Procedure.

The parties, and if they desire, their representatives are invited to attend a mediation session. This mediation session will take place via video-conference. No one else may attend or appear by video or phone without the permission of the parties and the consent of the mediator. All participants shall confirm that they are alone in the room and cannot be overheard by anyone else. No participant shall video record or audio record any part of the mediation session. All participants agree that they will only use a secure WiFi or Ethernet connection for all conduct related to the mediation session.

During the session, the mediator may have joint and separate meetings with the parties and their counsel. If a party informs the mediator that information is being conveyed to the mediator in confidence, the mediator will not disclose the information. If, for any reason, a participant hears a communication not intended for him or her, that participant must immediately advise the mediator. The parties agree that the mediator is not acting as an attorney or providing legal advice on behalf of any party.

If a party wishes to terminate its participation for any reason, it may do so by giving notice to the mediator and the other parties. The parties will continue to be bound by the confidentiality provisions of this agreement and will also continue to be bound by their agreement to pay for those services rendered up to the point of that party's withdrawal.

### II. Disclosure.

The mediator, each party, and counsel confirm that they have disclosed any past or present relationship or other information that a reasonable person would believe could influence the mediator's impartiality and that no conflict of interest or appearance of a conflict of interest exists.

In addition, the mediator practices in association with JAMS. From time to time, JAMS may enter into arrangements with corporations (including insurance companies), government entities, and other organizations to make available dispute resolution professionals in a particular locale, for a specific type of matter or training, or for a particular period of time. Also, because of the nature and size of JAMS, the parties should assume that one or more of the other neutrals who practice with JAMS may have participated in an arbitration, mediation or other dispute resolution proceeding with the parties, counsel or insurers in this case and may do so in the future. Furthermore, the parties should be aware that each JAMS neutral, including the neutral in this case, has an economic interest in the overall financial success of JAMS. The mediator is not aware of any aspect of these relationships that would create a conflict or interfere with his/her acting as a mediator in this matter. The parties acknowledge that these factors do not constitute a conflict of interest or the appearance of a conflict of interest.

# Mediation Agreement

**Case Name:** Global Medical Solutions vs. Government of the Republic of Armenia

**JAMS Ref. No.:** 1425032969

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## III. Confidentiality.

In order to promote communication among the parties, counsel and the mediator and to facilitate settlement of the dispute, each of the undersigned agrees that the entire mediation process, including all discussions during the video-conference and in any medium, is confidential. All statements made during the course of the mediation are privileged settlement discussions, and are made without prejudice to any party's legal position, and are inadmissible for any purpose in any legal proceeding. Offers, promises, conduct and statements (a) will not be disclosed to third parties except persons associated with the participants in the process, and (b) are privileged and inadmissible for any purposes, including impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule or common law provisions.

## IV. Disqualification of Mediator and Exclusion of Liability.

Each party agrees to make no attempt to compel the mediator's or any JAMS employee's testimony. Each party agrees to make no attempt to compel the mediator or any JAMS employee to produce any document provided or created by JAMS or the mediator or provided by the other party to the mediator or to JAMS, including any information regarding the video-conference. The parties agree to defend the mediator and JAMS from any subpoenas from outside parties arising out of this Agreement or mediation. Should JAMS or the mediator be required to respond to a subpoena from any party involved in this mediation, that party will be billed for time and expenses incurred in connection with such response. The parties agree that neither the mediator nor JAMS is a necessary party in any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation. Neither JAMS nor its employees or agents, including the mediator, shall be liable to any party for any act or omission in connection with any mediation conducted under this Agreement.

## V. Records.

Any documents provided to the mediator, including those provided on the video-conference, by the parties or counsel will be destroyed by JAMS 30 days after the conclusion of the mediation, unless JAMS is otherwise instructed by the parties.

BY: **Eduard Aghajanyan**



FOR: **Office of the Prime Minister of the Republic of Armenia**



DATED: **6 November 2020**