



NOTICE TO ALL PARTIES

March 10, 2020

RE: **Freiner, Angela vs. Judy, James**
Reference #: 1335000146

Dear Parties:

Thank you for choosing JAMS as your dispute resolution provider. This letter will confirm that your mediation has been scheduled as follows:

DATE: March 23, 2020 at 12:00 PM for 5 hours

PLACE: JAMS
190 Carondelet Plaza
Suite 1100
St. Louis, MO 63105

NEUTRAL: Hon. Douglas R. Beach (Ret.)

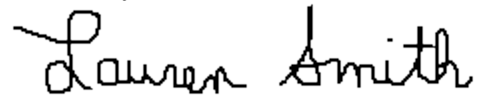
Please submit a short brief with a description of the issues to be discussed, income and expense statement, property statement and any other documents by 03/16/2020 to the mediator at dbeach@jamsadr.com with a cc to me at lsmith@jamsadr.com.

If monies are outstanding, a deposit request for your share of the fees will be emailed separately via our automated system. Your payment can be mailed to JAMS using the address at the bottom of your deposit request. Another deposit request will be sent if additional time is incurred.

If fees are not paid by all parties by March 19, 2020, JAMS may cancel your mediation. Should your session be canceled for failure to pay, JAMS will notify all parties in writing. If reserved time is canceled or continued by any party, including JAMS, after March 16, 2020, JAMS will make every attempt to reschedule the neutral's time. However, if JAMS cannot reschedule, the party canceling or continuing the mediation is responsible for all fees associated with the reserved time.

If you have any questions, please contact me directly at 314-334-5267. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Lauren Smith". The signature is written in a cursive, flowing style.

Lauren Smith
Case Manager
LSmith@jamsadr.com
Direct: 314-334-5267

Enclosures



Coronavirus Disease 2019 (COVID-19) Update

As you are likely aware, the world health community continues to monitor closely the emergence of the SARS-CoV-2 virus and the disease it causes, named "coronavirus disease 2019" (COVID-19). At this time, no one knows how severe this outbreak will be. Given this uncertainty, and the fact that the seasonal influenza (flu) virus is also widespread, JAMS is taking proactive steps to protect the health of all JAMS visitors. We request that you assist us in our efforts by observing the following guidelines:

- Wash your hands frequently with warm, soapy water for at least 20 seconds.
- When you return from any activity that involves locations where other people have been, use a greater than 60% alcohol-based hand sanitizer.
- Keep a bottle of hand sanitizer on hand.
- Avoid handshaking.
- Try to use your knuckle to touch light switches, elevator buttons, etc.
- When opening doors, e.g. restrooms etc., feel free to use provided paper towels to avoid direct contact with knob.
- Use disinfectant wipes for your work areas and work surfaces.
- Clean frequently touched surfaces.
- Cover your mouth with tissues whenever you sneeze, and discard used tissues in the trash.
- Avoid people who are sick with respiratory symptoms.

JAMS will continue to provide alcohol-based hand sanitizers and tissues throughout all common areas. Cleaning sprays and wipes will also continue to be provided to clean and disinfect frequently touched objects and surfaces such as telephones and keyboards. Building managers will regularly clean and disinfect building common areas such as elevator buttons, doors handles, etc.

We have urged our neutrals and associates not to come into a Resolution Center while they are experiencing respiratory symptoms such as fever, cough, shortness of breath, sore throat, runny or stuffy nose, body aches, headache, chills or fatigue. We request the same of all visitors. Currently, the Centers for Disease Control and Prevention recommends that people remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Please do not come to a JAMS center when you are sick. You may contact a JAMS case manager who will work with you and the other participants to utilize videoconferencing and other technology.

We ask that you notify the local manager immediately if you or anyone one who will accompany you to a JAMS hearing has traveled within areas that have travel restrictions within the last 3 weeks (Italy, South Korea, Iran, China, Japan, or Hong Kong). Please also monitor the [Center for Disease Control & Prevention](#) or the [World Health Organization](#) websites for the latest information about the coronaviruses.

Thank you.

JAMS ENGAGEMENT AGREEMENT & CANCELATION POLICY

Please complete this form: sign, date, and return to Lauren Smith either by email at LSmith@jamsadr.com or by fax at 314-944-5054.

**Case Name: Freiner, Angela vs. Judy, James
Ref. #: 1335000146**

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. Hon. Douglas R. Beach (Ret.) charges \$400 per hour.

2. Additional Fees

- A. Case Management Fees: There are no case management fees for family law matters.
- 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 7 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% to Angela Freiner and 50% to James Judy 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 4 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: _____

Signed: _____

Print Name: _____

Print Name: _____

For: _____

For: _____

Dated: _____

Dated: _____



Mediation Fee Schedule

Hon. Douglas R. Beach (Ret.)

PROFESSIONAL FEES

\$475 per hour

\$400 per hour for Family Law Matters

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 \$175 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	7 days or more prior to session.....	100% REFUNDABLE, except for time incurred
2 days or more	14 days or more prior to session.....	100% REFUNDABLE, except for time incurred
3 days or more	21 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 at the onset 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.

Atlanta • Boston • Chicago • Dallas • Detroit • Miami • Minneapolis • New York • Philadelphia • St. Louis • Washington

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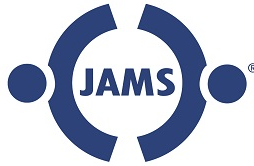


Unrepresented Party Informational Notice

Parties that intend to proceed in an alternative dispute process without representation of counsel, should understand the following:

- JAMS is a private organization that is not affiliated with the individuals, companies, or law firms involved with this dispute.
- Neither JAMS nor JAMS Neutrals have a financial interest of the outcome of any matter at JAMS.
- JAMS is an administrator and, as such, provides services such as calendar management, billing management, and arbitration administration and other case management.
- Neither JAMS nor JAMS Neutrals provide legal advice or assistance to the parties in how they should present their case.
- JAMS or JAMS Neutrals do not represent any parties in any matter at JAMS. There is no lawyer/client relationship formed in any respect with JAMS or JAMS Neutrals.
- JAMS and JAMS Neutrals facilitate a neutral process to help resolve the parties' dispute(s).
- If you require legal advice, please contact your local Bar Association for a recommendation.

Any questions pertaining to this information should be addressed to the selected Neutral, your Case Manager or other JAMS representative. You can reach a JAMS representative by dialing 800-352-5267.



Mediation Agreement

Case Name: Freiner, Angela vs. Judy, James

JAMS Ref. No.: 1335000146

Panelist: Hon. Douglas R. Beach (Ret.)

I. Participants and Procedure.

The parties, and if they desire, their representatives are invited to attend mediation sessions. No one else may attend without the permission of the parties and the consent of the mediator.

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. 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.

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 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. These 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.

Case Name: Freiner, Angela vs. Judy, James

JAMS Ref. No.: 1335000146

Panelist: Hon. Douglas R. Beach (Ret.)

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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. 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 a 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 by the parties will be destroyed by JAMS 30 days after the conclusion of the mediation, unless JAMS is otherwise instructed by the parties.

BY: _____

BY: _____

FOR: _____

FOR: _____

DATED: _____

DATED: _____

BY: _____

BY: _____

FOR: _____

FOR: _____

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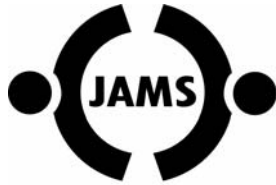
BY: _____

FOR: _____

FOR: _____

DATED: _____

DATED: _____



THE RESOLUTION EXPERTS®

Document Retention Policy

Please note that **30 CALENDAR DAYS** after termination of any case JAMS will destroy the following documents submitted by parties unless parties specifically notify JAMS that they wish to collect their documents:

- **Briefs**
- **Exhibits**
- **Evidence**
- **Transcripts**

Parties should collect their documents as soon as possible after the termination of a case. Otherwise, they will be destroyed 30 days thereafter. Please note that JAMS does not maintain a duplicate file of documents, which are normally forwarded to the Neutral upon receipt. Any items marked with notes, comments or suggestions by the Neutral will automatically be destroyed upon closing of the file.

“Termination” of a case is defined as any of the following:

- **Resolution of a matter, e.g., either through settlement or issuance of an award**
- **Mutual agreement to close the matter**
- **Withdrawal from ADR Process**
- **Time Period of one year elapses without any resolution and no future dates on calendar**
- **Notice from JAMS that the matter has been terminated**