

## **AGREEMENT BETWEEN PARTIES AND ARBITRATOR**

\*, represented by, and \*, represented by \*, have agreed to participate in an arbitration proceeding (the Proceeding). The Parties have chosen Shawn K. Aiken (Arbitrator) to serve as arbitrator for the Proceeding. The Parties and the Arbitrator agree as follows:

### **A. Disclosure of Relationships.**

1. The Arbitrator has made a reasonable effort to learn and has disclosed to the Parties (a) all business or professional relationships between the Arbitrator and the Parties within the past five years, including all instances in which the Arbitrator served as an attorney for any party or adverse to any party; (b) any financial interest the Arbitrator has in any party; (c) any significant social, business or professional relationship the Arbitrator has had with an officer or employee of a party or with an individual representing a party in the Proceeding; and (d) any other circumstances that may create doubt regarding the Arbitrator's impartiality in the Proceeding. See Exhibit A.

2. Each Party and its law firm has made a reasonable effort to learn and has disclosed to every other party and the Arbitrator in writing any relationships of a nature described in paragraph A(1) not disclosed by the Arbitrator.

3. The Parties and the Arbitrator are satisfied that any relationships disclosed will not affect the Arbitrator's independence or impartiality. Notwithstanding such relationships or others the Arbitrator and the Parties did not discover despite good faith efforts, the Parties ask the Arbitrator to serve in the Proceeding, waiving any claim based on said relationships, and the Arbitrator agrees to serve.

4. The Arbitrator's obligation to make disclosures as described in paragraphs A(1) and A(2) continues until the Proceeding is concluded. The ability of the Arbitrator to continue serving in this capacity shall be explored with each disclosure.

5. If any party or lawyer knows of any contact, disclosure, or conflict that might be relevant, please immediately call or email Shawn Aiken or his administrative assistant and case manager, DeAnn Buchmeier (602-718-3340).

6. Shawn is affiliated with the following arbitration and mediation providers: International Centre for Dispute Resolution (ICDR), American Arbitration Association (AAA), and International Institute for Conflict Prevention & Resolution (CPR). He serves on the advisory council of New Era ADR, Inc. (Chicago).

7. From 1990 to 2016, Shawn was a shareholder in Aiken Schenk, P.C. and of counsel to that firm from January 1, 2016 until the firm's closing on March 31, 2020. He does not have access to the Aiken Schenk firm's conflicts database or other client records. If you know of any connection between the Aiken Schenk firm and your matter, please notify Shawn or DeAnn.

**B. Future Relationships.**

The Arbitrator reserves the right to consider and, after disclosure, take cases involving the same parties or law firms or, if, after disclosure, the parties here do not consent to the proposed engagement, then the Arbitrator reserves the right to resign the appointment hereunder.

**C. Compensation.**

The Arbitrator's fee is \$795 per hour. Each Party shall transmit a deposit in the amount of \$7,950, which represents one half of the fee for *one full day, plus four (4) hours of preparation time and eight (8) hours of post-hearing time* ( $\$795 \times 20 = \$15,900$ ) *(OR EQUAL DAYS OF ARB AND DAYS OF AWARD PREP, I.E, IF 2 DAYS: one half of the fee for two full days, plus four (4) hours of preparation time and sixteen (16) hours of post-hearing time)* not later than \_\_\_\_\_, 2025. If the hearing has been set for longer than one day or the parties expect that the hearing will last longer than one day, then the tribunal may request an additional deposit. This deposit is not intended to be an estimate of the total costs for our services or expenses we incur under the terms of this agreement. If the retainer nears 50 percent depletion, we will ask for an additional deposit. If the retainer is not replenished, we may suspend further services until we are satisfied with alternative arrangements. In any case, the reasonable fees and expenses incurred and expected to be incurred by the Arbitrator in connection with the arbitration will be due and owing upon completion of the arbitration hearing but before the tribunal releases the final award to the parties. All fees and expenses will be shared equally by the parties unless otherwise agreed or ordered. If deposits are not received by \_\_\_\_\_ **(90 days before arb hearing if 4 days or less or 120 days before the arbitration hearing if 5 days or more)**, the arbitrator's case manager will ask whether one party wishes to pay the unpaid deposits. In any event, the arbitration may be postponed until the balance of the funds are received. The deposits will be applied to the final statement.

In those cases where an arbitration has been scheduled for 2 or more days, if the parties cancel or postpone the arbitration within 60 days of the start of the scheduled hearing, the parties owe the full amount of the arbitrator's compensation for the hearing dates scheduled. The cancellation fee will be allocated equally between the parties, unless we are advised that the parties have a different agreement.

My assistant, DeAnn Buchmeier, will collect periodic deposits from the parties. Non-payment by either party is one ground for the cessation of my services. In those circumstances, one party may advance the payment due from the non-paying party with the amount owing to be considered in the final award.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule.

DATED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Shawn K. Aiken, Arbitrator

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED BY COUNSEL:**

\_\_\_\_\_  
\*\*\*

Attorney for Claimants \*\*\*\*

\_\_\_\_\_  
\*\*\*

Attorney for Respondents \*\*\*\*

**CLAIMANTS:**

Names of parties, including attorneys, expected to be in attendance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESPONDENTS:**

Names of parties, including attorneys, expected to be in attendance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT A**

1. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?
2. Have you represented any person against any party to this arbitration?
3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?
4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?
5. Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?
6. Have you, any member of your family, or any close social or business associate ever served as an arbitrator in a proceeding in which any of the identified witnesses or named individual parties gave testimony?
7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in this case, which you are assigned?
8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?
9. Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?
10. Are you a member of any undisclosed organization that may be relevant to this arbitration?
11. Have you ever sued or been sued by either party or its representative?
12. Do you or your spouse own stock in any of the companies involved in this arbitration?

13. If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

14. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?