

**CONNECTICUT BAR ASSOCIATION
LAWYER-TO-LAWYER DISPUTE RESOLUTION PROGRAM
AGREEMENT TO MEDIATE/AGREEMENT TO ARBITRATE**

CBA Case No. _____ **Date** _____

1. The parties named below, intending to be legally bound by this agreement, hereby submit this dispute to the Connecticut Bar Association Lawyer-To-Lawyer Dispute Resolution Program (the "CBA Program") for purposes of:

- mediation only;
- mediation followed by binding arbitration of all issues not resolved through mediation;
- arbitration only.

2. Nature of dispute:

- law firm dissolution;
- withdrawal of partner/shareholder from law firm;
- fee dispute between lawyers;
- other (describe): _____

3. We agree that:

- a. Mediation and arbitration shall be conducted in accordance with the CBA Program Rules in effect on the date of this Agreement, and such Rules are incorporated into this Agreement as is fully set forth herein.
- b. The parties shall pay all fees (including the administrative fee and the mediator's and arbitrator's compensation) and expenses as set forth on the Lawyer-To-Lawyer Dispute Resolution Program Fee Schedule.
- c. Neither the mediator nor arbitrator is serving as legal counsel for any party to this dispute. Neither the Connecticut Bar Association ("CBA"), its agents and employees, nor any mediator or arbitrator assigned to this dispute shall be liable for any act or omission in connection with mediation or arbitration conducted under this Agreement. The CBA, its agents and employees, and all mediators and arbitrators assigned to this dispute are immune from suit and service of process and shall not be called as Witnesses in any subsequent proceeding.
- d. All statements made during mediation and arbitration (including, without limitation, admissions, offers of settlement and statements of fact) shall be considered confidential and shall be inadmissible in any subsequent proceeding, except where the mediator or arbitrator has a duty to disclose by law under the *Rules of Professional Conduct*. Mediation sessions hereunder shall be deemed settlement negotiations in the spirit of compromise and without prejudice.
- e. While the parties to mediation are not compelled to enter into any agreement, they will participate in mediation in good faith, with the goal of reaching an agreement with which all parties are satisfied.
- f. If binding arbitration has been selected under paragraph 1 of this Agreement, the parties will abide by and perform any award rendered thereunder, and agree that a judgment may be entered upon the award, subject only to rights of review as provided by applicable statutes.



Name of Party 1: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signed by: _____

IF REPRESENTED BY COUNSEL

Party 1's Attorney: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signature: _____

Name of Party 2: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signed by: _____

IF REPRESENTED BY COUNSEL

Party 2's Attorney: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signature: _____

Name of Party 3 (if any): _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signed by: _____

IF REPRESENTED BY COUNSEL

Party 3's Attorney: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signed by: _____

Name of Party 4 (if any): _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signed by: _____

IF REPRESENTED BY COUNSEL

Party 4's Attorney: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Signed by: _____

Due to possible conflict, it is appropriate to list the names of clients involved in the case underlying the dispute (if applicable):

