



6795 North Palm Ave. 2nd Floor, Fresno, CA 93704
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April 10, 2012

VIA ELECTRONIC MAIL

Jonathan B. Cole, Esq.
Nemecek & Cole
15260 Ventura Boulevard
Suite 920
Sherman Oaks, CA 91403

Vincent S. Green, Esq.
Nemecek & Cole
15260 Ventura Boulevard
Suite 920
Sherman Oaks, CA 91403

Jeffrey Confirmed
on
April 24, 2012
that I should
ignore

VIA U.S. MAIL

Jeffrey Epstein
9 E. 71st Street
New York, NY 10021

Re: 72 147 00218 12 SIM
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

Dear Parties:

In accordance with the Rules, the Association encloses a list of names selected from our roster from which one arbitrator is to be appointed. The parties are encouraged to agree upon an arbitrator and advise the Association of their agreement within 15 days from the date of this letter. Absent an agreement of the parties, each party shall independently strike the names objected to, number the remaining names in order of preference and return the list to the Association on or before April 25, 2012. If the list of arbitrators is not returned by the date specified, the arbitrator will be appointed as authorized in the Rules. Please leave as many names as possible. If the neutral arbitrator cannot be appointed from the list provided, the Association may administratively appoint the arbitrator as authorized in the Rules without the submission of an additional list. The parties are to exchange copies of all correspondence except the checklist for conflicts and the arbitrator lists.

The list for selection of arbitrators is also available on-line through AAA's WebFile. The parties may strike and rank their preferences, which will be kept confidential.

Please note the arbitrators' rates of compensation indicated on the enclosed resumes. The Association requires advance deposits calculated by the number of days the parties have suggested will be necessary, in addition to the pre-hearing time that the arbitrator may charge pursuant to the arbitrator's resume.

Upon appointment of the arbitrator a preliminary hearing will be set.



American Arbitration Association

Dispute Resolution Services Worldwide

Re: 72 147 00218 12 SIM
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

DATE LIST SUBMITTED: April 10, 2012
CASE MANAGER: Sandra L. Marshall

LIST FOR SELECTION OF ARBITRATOR

Once you have made your strikes please indicate your order of preference by number. We will make every effort to appoint the mutually acceptable arbitrator who can hear your case promptly, please leave as many names open as possible. Biographical information about the arbitrators listed below is attached. **If your list is not received by the Association on or before April 25, 2012, all names submitted shall be deemed acceptable.** If appointment cannot be made from this list, the Association may appoint without the submission of an additional list, in accordance with the rules. The parties are to exchange copies of all correspondence except the checklist for conflicts and this arbitrator selection list. For your convenience, this form may be completed online through AAA's WebFile.

- Hon. Michael Berg
- Hon. Richard P. Byrne
- Hon. Eli Chernow
- Hon. Warren C. Conklin
- Hon. Burton S. Katz
- Hon. Charles C. Lee (Ret.)
- Hon. Elwood Lui
- Hon. Philip M. Saeta
- Hon. James M. Slater
- Hon. Robert A. Wenke

Arbitrators are compensated at the rate stated on their biographical data. The compensation is an independent obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payments. Each party shall promptly make such deposits with the AAA as required by the case manager, pursuant to the Rules, subject to final apportionment by the arbitrator in the award.

Party: _____

By: _____ Title: _____

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Michael Berg

Current Employer-Title Self-employed - Retired Judge

Profession Full-time Arbitrator, Mediator; Retired Judge - Superior Court

Work History Judge, Arbitrator, Mediator. Self-employed, 1998-present. Judge, Superior Court, Los Angeles County, 1981-98; Judge, Municipal Court, Los Angeles, 1978-81; Referee and Commissioner, Superior Court, Los Angeles County, 1966-78; Deputy Public Defender, LA County Public Defender's Office, 1960-66 (Senior Trial Deputy, 1966); 1st Lieutenant, Counter-Intelligence Corps, CIC (US Army Intelligence) 1954-56.

Experience Decades of judicial and arbitration experience. During a judicial career of 30 years (20 years as judge, 10 years as Superior Court Commissioner/ judge pro tem beginning at age 37) handled civil settlement and case management, civil trial, civil law and motion, in thousands of cases. Previously, as Superior Court judge presided over all types of felony cases. As civil Superior Court Judge presided over large insurance and re-insurance coverage disputes; cases involving, but not limited to trade secrets, customer lists, employment issues involving wrongful termination, business issues, personal injury, malpractice (medical and legal) contractual disputes, real property disputes, escrow and brokerage disputes, lawsuits by and against home owners' associations.

As a private judge since mid-1998 handled many hundreds of disputes including, but not limited to: real property and lease disputes, insurance coverage disputes, one in which a the panel resolved a novel duty to defend issue, brokerage and escrow disputes, contractual disputes, employment disputes, health payor/provider disputes, legal malpractice, numerous medical malpractice claims against doctors and hospitals, attorney fee disputes, homeowner dispute with title insurance company, business ownership dispute, commercial disputes, personal injury, unfair trade or business practice, trade secrets, bad faith, fraud. Handled contractual disputes involving healthcare service provider suing for reimbursement under a participating provider agreement with alleged violations of Knox-Keene Act, disputes between hospital and payor as to compensation payments required to be made under the parties' agreement, handled disputes between hospitals and health plans as to contractual obligation to pay at certain rates for services provided to patients as allegedly covered under the parties' contracts.

With a lengthy combined judicial and private judging career, the exposure has been intense and the problems varied. Considerable trial experience as judge in civil cases includes complex matters.

Hon. Michael Berg
155312

Alternative Dispute Resolution Experience As private judge since mid-1998 mediated hundreds of disputes including, but not limited to: insurance coverage disputes, real property and lease disputes, brokerage and escrow disputes, contractual disputes, commercial disputes, legal malpractice, attorney fee disputes, insurance coverage, commercial disputes, employment disputes, personal injury, unfair trade or business practice, trade secrets, bad faith, fraud. .

As a neutral arbitrator and mediator since mid-1998, handling 100's of cases, issues have been extremely broad. Total arbitrations and mediations handled: over 775. Appointed discovery referee by the Los Angeles Superior Court in disputes involving insurance, unfair competition, real property and business disputes.

Mediation: since July 1998, has conducted 100's of mediations utilizing a variety of techniques, including facilitative and evaluative, in order to obtain a settlement. Mediations have been conducted in virtually every area of the law. Usually, there are two, sometimes three parties involved.

Alternative Dispute Resolution Training LA County Bar Association, Panel Program, 6th Annual Weil Lecture, Balancing Fairness and Finality in Arbitrations: State-Federal Contrast, 2011; AAA Webinar, New AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Healthcare Payor Provider Arbitration Neutrals Orientation, 2011; CDRC, Annual Dispute Resolution Policy Conference, 2010, 2008; California Judges Assoc./Rutter Group, Employment Litigation, 2010; AAA Webinar, Current Issues in Employment Arbitration: The Arbitration Fairness Act of 2009 Legislation and Recent Court Decisions, 2009; California State Bar, Real Property Foreclosure Seminar (webcast), 2009; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2009; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2008; AAA Arbitrator Ethics & Disclosure (ACE003), 2008; AAA Arbitration Fundamentals and Best Practices for New AAA Arbitrators, 2007; Pepperdine University School of Law, Straus Institute for Dispute Resolution/LA Superior Court ADR Committee, Managing the Attorney-Client Dynamic, 2007; Mediation and Manipulation, Beverly Hills Bar Association Program, 2007; LA County Bar Association, Effective Mediation, 2006; California Judges Association, ADR Developments, 2006; California Judges Association, Mediation Training, 2002; California Academy of Mediation Professionals and Superior Court, Cross-Cultural Dispute Resolution, 2002; Dispute Resolution Services, LA County Bar, Commercial and Workplace Mediation Training, 1998; Dispute Resolution Services, LA County Bar, Mediation Basic Training, 1997; various other ADR programs and training updates annually.

Professional Licenses Admitted to the Bar, California, 1960.

Professional Associations California Judges Association; California State Bar; Los Angeles County Bar; California Dispute Resolution Council.

Hon. Michael Berg
155312

Education University of California at Los Angeles (BA, Political Science, 1954); University of Southern California, School of Law (JD-1959).

Publications and Speaking Engagements "When is a Confidential Settlement Discoverable?," LA FORUM, LA Trial Lawyers Association, 1997; articles in LOS ANGELES DAILY JOURNAL regarding enforceability of settlements; author as Justice Pro Tem of "Garcia v. Douglas Aircraft " (1982) 133 CAL APP 3d 890, California Official Reports, 1982; author as Justice Pro Tem of "People v. Masters" (1982) 134 CA3d 509, California Official Reports, 1982.

SPEAKING ENGAGEMENTS: Has given numerous lectures for MCLE credit in the LA area before various law firms on the subject: "When is a Confidential Settlement Discoverable?"

Compensation \$425.00 Per Hour
If scheduled as an "in person" one-half day or less session, there is a minimum three hour charge. One hour minimum charge for telephonic preliminary hearing. Hourly rate charged for all time spent on the case including study, pre-arbitration hearings, motions, award writing.

Time for auto travel going outside Los Angeles County is billed after the first hour at \$200 per hour. If same-day auto-commute is not feasible, then lodging and meal expenses for proceedings outside of Los Angeles County are billed.

Available for cases within Los Angeles, Orange and Ventura Counties only.

Cancellation policy: If a scheduled hearing is canceled, placed off calendar, or delayed on less than 30 days notice, and the time cannot be filled, compensation of \$2,000 is charged for each hearing date, unless waived at arbitrator's discretion.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Michael Berg
155312

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Richard P. Byrne

Profession Arbitrator, Referee, Private Judge

Work History Arbitrator, Referee, Private Judge, Mediator, 1992-present; Judge, Los Angeles County Superior Court, 1972-92; Adjunct Professor of Law, Loyola Law School, 1977-82; Adjunct Professor of Law, Southwestern University School of Law, 1981; Partner/Associate, Bodkin, Breslin & Luddy, 1961-72; Associate, Belcher, Henzie & Fargo, 1960-61; Deputy District Attorney, Los Angeles County, 1959-60.

Experience Handled all types of cases during 20 years as judge for Los Angeles Superior Court, including civil, family law, adoptions, probate, law and motion, discovery, writs and receivers, juvenile, criminal and mental health. Service included two years, nine months as Presiding Judge of Superior Court, one year, three months as Assistant Presiding Judge (Department One), one year as Supervising Judge of Probate Department (Department 11) and three years as Presiding Judge of Juvenile Court. Assigned by Chief Justice to serve temporarily on California Court of Appeal in 1982. General civil practice from 1960 to appointment to Superior Court in 1972, with emphasis on litigation and probate. Awards include the 1991-92 Los Angeles County Bar Association Trial Jurist of the Year Award, 1989-90 Lawyer's Club of Greater Los Angeles County Outstanding Jurist Award, 1989 Association of Business Trial Lawyers of Los Angeles County Judge of the Year Award, and the 1986 Daniel O'Connell Award from the Irish American Bar Association.

Alternative Dispute Resolution Experience Numerous arbitrations, mediations and trials as temporary judge and court references in variety of fields, including contracts, business, insurance, legal and medical malpractice, personal injury, probate, real property, marriage dissolution, wrongful termination and accountings. Currently a member of the AAA's Commercial, Employment and Large Complex Case Panels.

Alternative Dispute Resolution Training Faculty, AAA Muscular Arbitration: Trimming the Fat out of Arbitration, 2011; LACBA 6th Annual Healthcare Law Compliance Symposium, 2009; CDRC 15th Annual Dispute Resolution Policy Conference, 2008; AAA Arbitrator Ethics & Disclosure (ACE003), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; AAA Commercial Arbitrator II Training, 2002; AAA Arbitrator Update

Hon. Richard P. Byrne
122695

2001; AAA Commercial Arbitrator Training, 1999; AAA Employment Arbitrator Training, 1997.

Professional Licenses Admitted to the Bar: California, 1959; U.S. District Court, Central District of California, 1959; U.S. Court of Appeals, Ninth Circuit, 1964; U.S. Supreme Court, 1971.

Professional Associations California Judges Association (Past Vice President; Executive Board, Past Member); Los Angeles County Bar Association (Board of Trustees, Past Member; Past President of Barristers; ADR Section, Executive Committee, Past Member; Senior Lawyers Section, Executive Committee, Past Member); State Bar of California (Committee on Administration of Justice, Past Member; Board of Directors of California Young Lawyers Association, Past Member); University of Notre Dame Law Advisory Council (Past Member); University of Notre Dame Law Association (Board of Directors, Past Member); Marymount College (Board of Trustees, Past Member); Chancery Club (Member, Past President).

Education University of California at Los Angeles (AB, Political Science-1955); University of Southern California (JD-1958).

Publications and Speaking Engagements Speaker and panelist on various legal subjects at programs sponsored by National Conference of Metropolitan Courts; Center for Judicial Education and Research (CJER); CEB; California Trial Lawyers Association; Association of Business Trial Lawyers; Los Angeles Superior Court.

Compensation \$500.00 Per Hour
Hourly rate applied to all time spent on matter including study time. No chrg for travel time unless stated. Cancel required 45 days in writing before sched hearing. Refund or credit w/in 45 days depends upon ability to resched time. Any fee retained by AAA & paid to me because of inability to resched reserved time is deemed an earned fee.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Richard P. Byrne
122695

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Eli Chernow

Current Employer-Title Self-employed - ADR Neutral

Profession ADR Neutral, Attorney

Work History ADR Neutral, Self-employed, 1993-present; Judge, Los Angeles Superior Court, 1977-93; Special Assistant to Governor, 1975-77; Associate Professor of Law, University of Southern California, 1972-74; Private Practice, Tuttle & Taylor, 1965-72.

Experience Extensive experience in virtually all areas of civil and family law and specialty complex cases. Former Judge for the Los Angeles Superior Court.

Alternative Dispute Resolution Experience Extensive experience in ADR as full-time neutral since 1993. Handled a wide variety of matters covering virtually all areas of civil and family law. As an arbitrator, has handled a broad range of cases, primarily business disputes arising from disputes over contracts, real property, business dissolution, intellectual property, or insurance issues. Has also arbitrated a number of personal injury, uninsured motorist, and other tort claims. Has handled a broad range of cases involving civil, probate, and family law matters. The primary concentration has been in commercial disputes concerning contracts, real property, employment, business ownership or dissolution, intellectual property, trade secrets, royalties, insurance coverage, and bad faith. Cases have included personal injury or other forms of tort actions. Has handled many mediations involving high levels of emotional conflicts between the parties. Has dealt with many multi-party disputes in capacity as a mediator and discovery referee/case manager. Some of the disputes in discovery cases have included more than 20 parties. Dealt successfully with cases involving four or more parties on many occasions. Has some experience with construction defect cases, which typically involve a dozen or more parties.

Alternative Dispute Resolution Training AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Webinar, Arbitrator Boundaries: What are the Limits of Arbitrator Authority?, 2011; College of Commercial Arbitrators, Annual Meeting, 2010; AAA Webinar, Resolution of Employment Disputes: Pre-Arbitration, 2009; AAA Webinar, Generational Divides: Old and New Issues in the New Workplace, 2009; ABA Dispute Resolution Section, 10th Annual Spring Conference - Pacific Currents: Sound Perspectives on ADR, 2008; AAA Chairing an Arbitration

Hon. Eli Chernow
125333

Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; AAA Practical Tips for Dealing with Delay Tactics of Parties and Advocates (ACE004), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; AAA Commercial Arbitrator II Training, 2003; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2002; various ADR training.

Professional Licenses Admitted to the Bar: California, 1965; U.S. District Court, Central District of California, 1965.

Professional Associations California Bar Association; Los Angeles County Bar Association (Litigation Section, Past Executive Committee; Family Law Section, Past Executive Committee); Beverly Hills Bar Association; Association of Business Trial Lawyers (Past Board Member); American Bar Association (Judicial Division, Lawyers Conference, Past Executive Committee); Judicial Council of California (Past Advisory Committee).

Education California Institute of Technology (BS-1961); Harvard University (JD, Frederick Sheldon Fellowship-1964).

Publications and Speaking Engagements Co-author, "Choosing An Expert Witness for Real Estate Appraisal," BEVERLY HILLS BAR JOURNAL, 1993; contributor, SHALON BAYIT A JEWISH RESPONSE TO CHILD ABUSE AND DOMESTIC VIOLENCE, 1993; "Video in the Courtroom-More Than a Talking Head," THE JOURNAL OF THE AMERICAN BAR ASSOCIATION, Litigation Section, Fall 1988; co-author, CALIFORNIA PRACTICE GUIDE: CIVIL TRIAL AND EVIDENCE, The Rutter Group; "Sanctions-Remedies That are Right California Litigation," JOURNAL OF CALIFORNIA STATE BAR, Litigation Section, vol. 1, no. 1; numerous lectures to the Los Angeles County Bar Association, Beverly Hills Bar Association, California State Bar Association, Rutter Group, and California Society of Certified Public Accountants.

Compensation \$550.00 Per Hour
Three-hour (3) minimum. Charges for all time spent including study, review and decision writing, and travel time and expenses for non-local proceedings. Cancel/continuation less than 45 days before scheduled date, charges for all time calendared w/in the 45-day period unless otherwise filled. Minimum charge one hour. Deposits for hearing are due 60 days prior to the first day of arbitration.

Citizenship United States of America

Locale Sherman Oaks, CA

Hon. Eli Chernow
125333

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Warren C. Conklin

Current Employer-Title Self-employed

Profession Arbitrator

Work History Arbitrator and Mediator, Self-employed, 1996-present; Special Master, Marin County, 1991-01; Trial Court Judge, San Luis Obispo Superior Court, 1982-91; Trial Court Judge, San Luis Obispo Municipal Court, 1975-82; Sole Trial Court Judge, Justice Court, Fifth Judicial District, 1967-75; Attorney, Wright & Conklin, 1966-70.

Experience As a trial court judge for almost 25 years and a court-appointed special master for ten, expertise is in the fields of fact-finding and decision-making, and case flow management. Served as presiding judge for three of seven years as a municipal court judge, and for five of nine years as a superior court judge. During this time, conducted hundreds of settlement conferences and presided over thousands of fact-finding proceedings.

Alternative Dispute Resolution Experience Since 1996 has been engaged by/worked with over 500 different attorneys in dispute resolution. Areas of emphasis include complex commercial contracts; business transactions and dissolutions; real estate contract and development cases; construction contract enforcement and construction defect litigation; estates and trusts; insurance including CGL and D&O coverage, liability and damages issues and healthcare cases (currently a member of the AAA Healthcare Panel and the Payor/Provider Reimbursement Panel), and products liability including comparative fault analysis and workers compensation apportionment. Has arbitrated cases including such subjects as commercial contracts including banking transactions, business interruption, wrongful discharge, employee misconduct and employer wrongful discharge; construction contracts and defects, road and highway construction, land subsidence; and personal injury, trusts, estate taxes, real estate transactions and healthcare cases. Currently a member of the AAA's Large Complex Case Panel (LCCP), AAA Commercial Arbitration Panel and AAA Employment Panel.

Alternative Dispute Resolution Training AAA Webinar, Prescriptions for Payor Provider Disputes: Implementing the New AAA Healthcare Payor Provider Arbitration Rules, 2011; AAA Payor Provider Arbitration Rules Training, 2011; AAA Webinar, Arbitrator Boundaries: What are the Limits of Arbitrator Authority, 2010; AAA Webinar, Electronic Discovery in Arbitration: What

Hon. Warren C. Conklin
150088

You Need to Know, 2009; AAA Webinar, Current Issues in Employment Arbitration: The Arbitration Fairness Act of 2009 Legislation and Recent Court Decisions, 2009; California Judges Association Retired Judges Annual Conference, 2007-2010; AAA Arbitrator Ethics & Disclosure (ACE003), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; AAA Commercial Arbitrator II Training, 2003; AAA/Pepperdine University Masters Forum, 2003; Pepperdine University, Avoiding and Resolving Construction Claims, 2003; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2002; California Center for Judicial Education and Research, Mediation: A Skills Based Program, 2001; California Center for Judicial Education & Research, Alternative Dispute Resolution, 1996.

Professional Licenses Admitted to the Bar, California.

Professional Associations California Judges Association (Past President; Past Secretary-Treasurer).

Education University of California at Berkeley (BS, Business Administration-1960; JD-1964).

Publications and Speaking Engagements "Workers' Compensation Issues in Settlement Conferences", California Center for Judicial Education and Research, January 1998; contributor, "Proposition 51 and the Developing Law of Joint Tortfeasor Liability," California Center for Judicial Education and Research, August 1997; "Tort Liability and the Law of Good Faith Settlements," California Center for Judicial Education and Research, August 1996, with subsequent updates.

Compensation

\$375.00 Per Hour

Charges are for reviewing pleadings, briefs and other submitted materials; hearings; study; award drafting and publication; and time with counsel. CA: no hourly charge for travel time. A per diem charge of \$450.00 per hearing day is billed in lieu of all travel expenses. If a scheduled engagement is canceled, or continued without good cause shown, within 45 calendar days before the event, a charge of five hours per scheduled day will be made for a short term cancellation. More than 45 days before a hearing set, if a scheduled evidentiary hearing is, at any time, continued without good cause shown, a flat rate charge of \$1,000 per scheduled day will be assessed unless the scheduled time(s) is/are filled with other engagements. If the case manager is notified of a settlement outside of the 45 day period, and the hearing is cancelled, no cancellation charge is assessed. Also, if any scheduled days of the hearing are vacated before the 45 day deadline, there is no charge for the eliminated days where the hearing itself, for fewer days, remains on calendar.

Citizenship United States of America

Hon. Warren C. Conklin

150088

Locale Atascadero, CA

Hon. Warren C. Conklin
150088

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Burton S. Katz

Profession Mediator, Arbitrator, Litigation Consultant, Retired Judge

Work History Full-time Mediator/Arbitrator, 2002-present; Senior Member, Cohen & Associates, Inc., 2000-10; Author, Legal Writer, Commentator, Legal Analyst, Radio and TV Talk Show Host, 1986-00; Sitting Judge, Los Angeles Superior Court, 1981-87; Sitting Judge, Los Angeles Municipal Court, 1978-81; Adjunct Professor, teaching Evidence and Trial Advocacy, University of San Fernando College of Law, 1976-78; Trial Lawyer, 1964-78.

Experience As a sitting judge conducted hundreds of trials, motions, and hearings, making special evidentiary rulings. As a 14-year trial lawyer, handled hundreds of court and jury trials that related to criminal matters, fraud/misrepresentation, breach of contract, bad faith claims, seller nondisclosure, negligence, intentional torts, standards of care and duty, and real estate matters. Currently handles labor and employment/Title VII, negligence, insurance coverage issues, bad faith, real estate matters and transactional disputes, toxic mold disputes, tortuous claims, hospital and healthcare issues, medical malpractice, and personal injury. In addition to experience as a judge and mediator, has had personal involvement in owning, repairing, remodeling, and constructing residences and multiple family units. Experience with construction defects relating to moisture barriers, wood rot, mold, asphalt/concrete, balcony/deck failures, roof leaks, window flashing and other points of water entry. Certified Property Mold Specialist in Toxic Mold Remediation and Toxic Mold Inspection, 2002.

Alternative Dispute Resolution Experience Selected as one of Top 30 Neutrals, 2009, 2006. Has functioned as a neutral on hundreds of cases, as a sitting judge and facilitated resolution, as well as conducted numerous court trials in lieu of jury trials. In the past four years, has also mediated over 350 cases, including cases mediated for the Los Angeles Superior Court. Previously was a medical-legal expert in the Los Angeles County District Attorney's office; tried complicated legal/medical issues. Has handled numerous medical malpractice cases involving doctors, nurses, hospitals, medical groups, and HMO providers. Currently a member of the AAA's Large Complex Case Panel (LCCP) and Labor and Employment Panel. Recently handled a number of large, complex real estate, business and construction defect/toxic mold cases with conflicting coverage, bad faith and duty to defend issues.

Alternative Dispute Resolution Training AAA Webinar, Large, Complex Construction

Hon. Burton S. Katz

152676

Disputes: The Dynamics of Multi Party Mediation, 2011; AAA Webinar, The New AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Dealing With Delay Tactics in Arbitration (ACE004), 2010; AAA Construction Mediation Conference, 2007; AAA International Conference on Mediation/Arbitration, 2006; West Coast Casualty, Construction Defect Seminar, 2006; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; Pepperdine University-Straus Institute/SCMA, 15th Annual Interactive Conference, 2005; SCMA, Hot Points in Employment Law, 2005; West Coast Casualty, Construction/Mold Insurance Litigation Symposium, 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2005; John Quisenberry Law Firm, Insurance Bad Faith, Coverage, Duty to Defend-New Cases and Trends, 2005; Pepperdine/Strauss Institute, Interactive ADR Conference, 2004; Pepperdine/LA Superior Court, Complex Court Case Symposium, 2004; Southern California Mediation Association/Los Angeles Superior Court Labor and Employment Symposium, 2004; John Quisenberry Law Firm, Insurance Bad Faith, Coverage, Duty to Defend, 2004; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2003; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2003; Negotiating Strategy Institute, Cutting Edge Negotiating Strategy for Lawyers, 2003; Straus Institute for Dispute Resolution/Southern California Mediation Association, 14th Annual Interactive Conference-Mediating Goes Mainstream, 2002; SCMA/LA Superior Court Program, Advanced Nonverbal ADR Communication and Negotiating Skills, 2002; SCMA, Mediating Employment/Workplace Disputes, 2002; SCMA, Mediating Elder Abuse Claims, 2002; LA Superior Court, Early Mediation Pilot Program Orientation, 2002; Straus Institute for Dispute Resolution, Mediation: The Art of Facilitating Settlement, 2001; Pepperdine University-Straus Institute-LA Superior Court, Mediating the Litigated Case, 2001.

Professional Licenses Admitted to the Bar: California, 1964; California Supreme Court, 1964; U.S. District Court, Central District of California, 1964.

Professional Associations American Bar Association (Labor and Employment Section; Tort and Insurance Section); Los Angeles County Bar Association (ADR Section); Beverly Hills Bar Association (Tort and Insurance Section); Southern California Mediation Association (Platinum Professional Member); State Bar of California.

Education Loyola University (LLB, JD-1964); USC Santa Monica College (1957-60).

Publications and Speaking Engagements Co-author, "Resolving Disputes with Tag Team Mediation," CONSUMER ATTORNEYS OF CALIFORNIA FORUM JOURNAL, June 2005; current writer (weekly column), "Justice and the Law," MALIBU TIMES; author, JUSTICE OVERRULED, Time-Warner, 1997. Has authored numerous articles on the criminal justice system and has appeared on many television and radio programs.

Hon. Burton S. Katz
152676

SPEAKING ENGAGEMENTS: "Effective Legal Presentation in Mediation," Lewis, Brisbois, Bisgaard & Smith, 2007; "Post Retirement Mediation," California Judges Association, 2007; "Additional Insured(s)," West Coast Casualty Construction Defect Symposium, 2006; "Litigating & Mediating Toxic Mold Cases," San Fernando Valley Bar Association, 2006; "After Retirement," California Judges Association, March 2005; "Litigating Insurance Bad Faith Cases," San Fernando Bar Association, January 2005; "Handling Construction Defect/Mold Cases," Insurance Carrier's Consortium, December 2004; "Handling Police Brutality Cases," LA City Attorney Program, September 2004; Third Annual Mold Insurance Litigation Conference, March 2004; "Working After Retirement - Mediation/Arbitration"; Bridgeport Toxic Mold Seminar, June/July 2003; MSNBC Writer and Analyst, 1999-00; "Judge and Jury," MSNBC Television Anchor, 1998-00; "Terrel & Katz," KABC radio Talk Show Host, 1996-97.

Compensation

\$575.00 Per Hour

Four-hour minimum. Charges for all time spent. Cancellation policy: Within 8-30 business days of hearing dates charges for time already spent and 1/2 of scheduled time. Hearings that are scheduled 4 or more hearing days OR where hearing is scheduled 4 or more months in advance, cancellation must be made within 45 business days before the first scheduled hearing date to avoid cancellation charges for time already spent and 1/2 scheduled time. Full charges applies if canceled within 7 days business. Travel and lodging costs reimbursed where required for assignment. Negotiable. Reimbursement for travel & lodging expenses incurred.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Burton S. Katz
152676

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Charles C. Lee (Ret.)

Current Employer-Title Self-employed

Profession Retired Judge, Attorney, Arbitrator, Mediator; Real Estate Broker; Emergency Medical Technician

Work History Self-employed, 2010-present; Retired Judge on assignment, Los Angeles County, 2008-10; Superior Court Judge, Los Angeles County, 1989-08; Litigation Partner, Tuttle and Taylor, 1987-89; Federal Prosecutor, U.S. Attorney's Office, Los Angeles, 1983-87.

Experience Before becoming a judge in the Los Angeles Superior Court in Los Angeles, worked in a variety of law firms. Began career in 1976, working for five years as a litigation associate at the Los Angeles office of Latham and Watkins. The next law firm position was in the Los Angeles office of a New York law firm, Whitman and Ranson. Then joined the U.S. Attorney's Office in Los Angeles as an attorney in the criminal division. In 1987, after working as a federal prosecutor for four years, joined the Los Angeles law firm of Tuttle and Taylor as a litigation partner. In 1989, was appointed by Governor Duckmejian directly to the Los Angeles County Superior Court.

Of 18 years as a judicial officer, spent 12 years in civil assignments, including the law and motion department (1992), direct civil calendars in Glendale (1997-2000), and five years on the Appellate Division (2000-2005), the last two years as the Presiding Judge. Last judicial assignment before retiring was Department 33 in the downtown civil courthouse. In many years on the bench, tried virtually every type of case, including construction defect, medical malpractice, trade secrets, asbestos, employment and other types of discrimination, and numerous business disputes. During four year civil assignment in Glendale, heard a probate calendar on Fridays, as well as overflow family law cases from the Burbank court.

In addition to legal experience, has extensive involvement with the Olympic movement and the People's Republic of China. Studied Chinese for two years at the Taiwan National Normal University's Mandarin Center in Taipei, Taiwan from 1972 through 1974. In 1984, was appointed the Envoy to the Chinese team for the 1984 Olympic Games in Los Angeles. When the Soviet Union announced its boycott in May 1984, headed a delegation to Beijing that resulted in China's written agreement to participate. China's acceptance broke the back of the Soviet Union boycott, and only 14 countries actually boycotted the Los Angeles Games. In 2008, served as the Chef de Mission, or head, of the

Hon. Charles C. Lee (Ret.)

158212

United States team in Beijing. Speaks and reads Chinese, and has lectured in numerous universities in China on behalf of the State Department and as Fulbright Senior Specialist.

Alternative Dispute Resolution Experience As a judge, heard and decided numerous matters in almost 20-year career. Required parties to participate in mandatory settlement conferences in civil assignments, and worked diligently to settle every case. Additionally, spent a great deal of time attempting to settle difficult cases referred by judicial colleagues. Since February 2010, has worked as an independent contractor, and in this capacity has mediated and settled a variety of cases.

Alternative Dispute Resolution Training AAA Managing the Arbitration Process for Efficiency & Economy Following the Preliminary Hearing, 2011; AAA Webinar, New AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2011; AAA Arbitration Fundamentals and Best Practices for New Arbitrators, 2011; various other ADR training.

Professional Licenses Admitted to the Bar: California; New York. EMT - Basic, Los Angeles County. Real Estate Broker, California. Short Sales and Foreclosures Certification, California.

Professional Associations Los Angeles County Bar Association; Member, American Arbitration Association's Commercial Panel.

Education Washington and Lee University (BA, German-1967); University of Virginia School of Law (JD-1976).

Publications and Speaking Engagements Gave speeches on the California legal system in six different Chinese cities in March 2006. The speeches (18 in total, 17 of which were given in Mandarin Chinese with Chinese Power Point) were made pursuant to a grant from the U.S. State Department. The topics included suppression issues in criminal cases, death penalty issues, and judicial independence. The speech on judicial independence revolved around a probate case handled while assigned to the Glendale court. Speeches were given in the following cities and locations: (1) Beijing: Renmin University Law School; China University of Political Science and Law; Beijing High People's Court; and Beijing Procuratorate College; (2) Changchun: Jilin Procuratorate; Jilin University Law School; and Changchun University of Science and Technology; (3) Shanghai: Shanghai Normal University Law School; and Shanghai Procurator Training Center; (4) Hangzhou: Zhelqing University Law School; (5) Chongqing: Chongqing Academy of Social Justice; Chongqing University of Technology and Business; Southwest University of Political Science and Law (old campus); Southwest University of Political Science and Law (new campus); and (6) Guangzhou: Consulate Office; Guangzhou Bar Association; Beijing Normal University, Zhuhai branch; and HJM International Law Office. In March 2008, gave a series of speeches at the China University of Political Science and Law

Hon. Charles C. Lee (Ret.)

158212

in Beijing over two weeks on a Fulbright Senior Specialist grant. Topics included corruption cases.

Compensation

\$325.00 Per Hour

Includes study/preparation and expenses for cases outside the Southern California area. Cancellation policy: any continuance or cancellation at the request of a party of a matter scheduled for less than eight (8) hours of duration requires at least seven (7) days notice. If the matter is scheduled for eight (8) hours or longer, at least 14 days notice is required. If the required notice is not given, the full charge for the scheduled duration will be due and payable, unless unusual circumstances are present to explain such late notice.

Languages English, Mandarin, Spanish

Citizenship United States of America

Locale La Canada, CA

Hon. Charles C. Lee (Ret.)
158212

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Elwood Lui

Current Employer-Title Jones Day - Partner

Profession Private Judge, Attorney - Litigation

Work History Partner, Jones Day, 1987-present; Associate Justice, California Court of Appeals, Second Appellate District, Division 3, 1981-87; Judge, Los Angeles Superior Court, 1980-81; Judge, Los Angeles Municipal Court, 1975-80; Attorney, Private Practice, 1971-75; Deputy California Attorney General, 1969-71; Certified Public Accountant, Haskins & Sells (now Deloitte & Touche), 1964-69.

Experience Since 1987, Senior Litigator at Jones Day concentrating in appeals and complex commercial litigation in federal and state courts. Represents major businesses and public entities. Serves as a private judge with substantial experience in mediation and arbitration. Retained by private parties and appointed by federal and state courts. Twelve years of experience as appellate and trial judge including service on the Judicial Council of California, President of the California Judges Association, and pro-tempore justice of the California Supreme Court. Appointed Special Master State Bar Disciplinary System, 1998 by the California Supreme Court.

Alternative Dispute Resolution Experience Over last 25 years, primarily handled several hundred matters as a private judge presiding over trials, arbitrations, mediations, and settlement of disputes pending in federal and state courts. Several of these matters were complex commercial disputes involving significant accounting and tax issues. Served as a special master, receiver, and referee. Currently a member of the AAA's Large Complex Case Panel.

Alternative Dispute Resolution Training AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2006; ACE003 - Arbitrator Ethics & Disclosure, 10/05; ACE005 - Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics, 10/05; AAA Arbitrator Update 2001; AAA Commercial Arbitrator Training, Los Angeles, 8/99; various other ADR training.

Professional Licenses Admitted to the Bar: California, 1966; District of Columbia, 1990;

Hon. Elwood Lui
141048

U.S. Supreme Court, 1973. Certified Public Accountant, California, 1966.

Professional Associations California Judges Association (Past President); American Academy of Appellate Lawyers; California Academy of Appellate Lawyers; Los Angeles County Bar Association; Chancery Club of Los Angeles.

Education University of California at Los Angeles (BS-1962; MBA-1964; JD-1969).

Publications and Speaking Engagements Numerous articles in bar and judicial publications. Author of several hundred appellate decisions.

Compensation \$7,000.00 Per Day
\$875.00 Per Hour

Reimbursement for out-of-pocket expenses.

In the event the matter is canceled/continued prior to 30 days before the hearing date, the fees will be refunded, less any charges for time devoted. Otherwise, the advance payment may be retained as a cancellation fee by the arbitrator in his discretion.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Elwood Lui
141048

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Philip M. Saeta

Current Employer-Title Self-employed

Profession Private Judge

Work History Private Judge, Self-employed, 1991-present; Judge, Los Angeles Superior Court, 1975-91; Judge, Los Angeles Municipal Court, 1964-75; Partner, Beardsley, Hufstedler & Kemble, 1958-64.

Experience Engaged in a civil practice including over 26 years on the bench. Majority of work was in civil trials, law and motion, appellate, family law, discovery, and settlement matters. Since retirement, participated in many mediations, settlements, discovery references, accounting references, arbitrations, umpiring insurance claims, jury trials, and temporary judge trials under Article VI, Section 21 of the Constitution. Cases involve contract, construction, commercial, tort, and family law. Adjunct Professor of Law at Loyola and Southwestern Schools of Law from 1976-86.

Alternative Dispute Resolution Experience Since 1990, involved in many binding and non-binding arbitrations (contract and judicial). Also handled numerous judicial and private mediations and settlement conferences. On the bench, heard a summary jury trial. Currently a member of the AAA's Large Complex Case Panel (LCCP).

Alternative Dispute Resolution Training LA Law Library, Master Techniques for ADR Advocates, 2011; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2009; Court of Appeal, Second Appellate District Appellate Mediation, 2007; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; AAA Arbitrator Ethics & Disclosure (ACE003), 2005; Pepperdine, Advanced Mediation Training, 2005; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2005; AAA Commercial Arbitrator II Training, 2002; AAA Arbitrator Update 2001; AAA Commercial Arbitrator Training, 1999; Dispute Resolution Service, Employment Law Training, 1996; Los Angeles County Bar Association, Dispute Resolution Service, 1992; Dalkon Shield Trust Arbitration Training, 1992.

Professional Licenses Admitted to the Bar: California, 2006 (originally 1958).

Hon. Philip M. Saeta
97463

Professional Associations American Bar Association (Judicial Administration Division, Committee Chair; National Conference of Special Court Judges, Conference Chair); Los Angeles County Bar Association (Committee Chair; Mediation Services Board; 1994 Gumpert Award); California Judges Association (Committee Chair, Past Vice President; Jefferson Award).

Education Stanford University (AB-1953; LLB-1957).

Publications and Speaking Engagements Several dozen appellate opinions, 1979-92, CALIFORNIA APPELLATE REPORTS and CALIFORNIA APPELLATE SUPPLEMENT REPORTS.

Compensation \$390.00 Per Hour
\$390.00 per hour is charged for all work on the matter and there is a 30 day cancellation fee if reserved time is not filled by another hearing.

Citizenship United States of America

Locale South Pasadena, CA

Hon. Philip M. Saeta
97463

EFTA00311172

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: 213-362-1900 facsimile: [REDACTED]

Hon. James M. Slater

Current Employer-Title Self-employed

Profession Retired Judge, Arbitrator

Work History Arbitrator, Mediator, Special Master/Referee, Self-employed, 1997-present; Judge, Superior Court, County of Santa Barbara, 1982-97; Judge, Municipal Court, County of Santa Barbara, 1977-82; Supervisor, Board of Supervisors, Third District, County of Santa Barbara, 1973-77; Attorney, Private Practice, 1966-77; Office of the District Attorney, County of Santa Barbara, 1965-66.

Experience Over 40 years judicial/legal experience. Served on the Santa Barbara County Superior Court from 1982 to 1997. Served two terms as presiding judge and one term as supervising judge. Presided over civil jury and court trials, settlement conferences, civil law and motion, probate court, and criminal proceedings. Although civil cases predominated and covered virtually all areas of law, the areas of emphasis involved business, employment, real property, contracts, and tort litigation.

Alternative Dispute Resolution Experience Currently a member of the AAA's Large Complex Case Panel and arbitrator on the Complex Commercial and Employment Panels. Served as an arbitrator/judge and as a mediator/settlement judge in over 1000 cases. Two-party and multi-party cases involving corporate and partnership disputes, employment (wrongful termination, wage and hour, age/gender/race-based discrimination), mortgage lending/secured transactions/banking and financial services litigation, real property (failure to disclose defects, contract disputes, structural defects), contracts, insurance, and personal injury litigation.

Alternative Dispute Resolution Training AAA Webinar, New AAA Healthcare Payor Provider Judicial Orientation, 2011; ABA 12th Annual Spring Conference, Dispute Resolution Section, 2010; AAA Webinar, Judicial Remands of Challenged Awards: What Happens When the Decision Isn't Final, 2009; AAA Thorny Questions for Arbitrators, 2008; AAA Construction Mediation Conference, 2007; AAA Construction Mediation Conference, What You Can't Not Know, 2007; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2006; Rutter Group, Employment Litigation Seminars, 2006, 1998; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005) 2005; AAA Arbitrator Ethics & Disclosure (ACE003),

Hon. James M. Slater
151207

2004; AAA Arbitrator Update, 2002; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2002; Golightly (Piazza/Lincoln) Advanced Mediation Techniques Seminar, 1999; Pepperdine University, Master's Forum, 2000; Pepperdine University, Advanced Mediation Training, 1998; CJER/California Judges Association, Civil Law/Mediation Seminar, 2001; CJER/California Judges Association, Judges College, 1990 and prior; various other ADR training.

Professional Licenses Admitted to the Bar, California, 1965.

Professional Associations State Bar of California; Santa Barbara County Bar Association; California Judges Association; Association for Conflict Resolution.

Education Iona College (BA, History-1961); University of Notre Dame (JD-1964).

Compensation

\$400.00 per hour for all time spent, including study time/review time. No travel time or travel expenses charged in CA. Transportation and travel expenses are charged in all cases outside of CA. All "in person" (i.e., non-telephonic) hearings held outside of Santa Barbara County or Ventura County, CA are charged at a minimum of 6 hours per day. Cancellation/Continuance fees: For cases with reserved time of 5 days or less, cancel/continuance within 30 days of 1st day of hearing = 50% of total fee for time reserved for hearing; within 20 days = 75%. For cases with reserved time of 6 days or more cancel/continuance within 60 days of 1st day of hearing = 50% of total fee for time reserved for hearing; within 30 days = 75%. The cancel/continuance fee will be reduced to the extent the vacated time is filled.

Citizenship United States of America

Locale Santa Barbara, CA

Hon. James M. Slater
151207

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Robert A. Wenke

Current Employer-Title Self-employed

Profession Arbitrator

Work History Arbitrator and Mediator, Self-employed, 1986-present; Judge/Presiding Judge/Assistant Presiding Judge/Supervising Judge of the Law Departments/Writs and Receivers Judge, Los Angeles Superior Court, 1966-86; Judge, Long Beach Municipal Court, 1965-66; Attorney, Private Practice, 1951-65.

Experience As a Superior Court Judge, presided over hundreds of civil trials involving business, commercial, real estate, employment, discrimination, insurance coverage, and tort disputes of all kinds. Presided over 1000 settlement conferences, both voluntary and mandatory.

Alternative Dispute Resolution Experience Extensive experience in ADR as full-time neutral since 1986. A member of the AAA's Large Complex Case Panel (LCCP), Employment, and Commercial Panels. Arbitrated and mediated cases, many with multiple parties involving commercial, financial, insurance coverage, bad faith, industrial, partnership dissolution, unfair competition, contract, employment (wrongful termination/discrimination/harassment), health care, real estate, and tort disputes, including professional negligence.

Alternative Dispute Resolution Training AAA Maximizing Efficiency & Economy in Arbitration: Challenges at the Preliminary Hearing, 2011; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2010, 2006; AAA Dealing With Delay Tactics in Arbitration (ACE004), 2010, 2005; AAA Webinar, Will Traditional Litigation Strategies Work in Employment Arbitration - Ask the Experts, 2009; AAA Webinar, Resolution of Employment Disputes: Pre-Arbitration, 2009; AAA Arbitration Roadmap: The Standard for Efficient and Cost Effective Arbitration, 2008; ABA Judicial Division and Section of Dispute Resolution Joint Committee on Mediation and ADR, Dispute Resolution Principles and Techniques for the Bench, 2007; AAA Neutrals Conference, 2005, 2004; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2005, 2004; AAA Arbitrator Update, 2003, 2002; AAA Arbitrator Ethics and Disclosure (ACE003), 2003; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; Pepperdine University/Straus Institute for Dispute Resolution, The Masters Forum,

Hon. Robert A. Wenke
102911

2002; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2001.

Professional Licenses Admitted to the Bar, California, 1951; U.S. District Court, Central District of California.

Professional Associations American Judicature Society (Past Director); National Center for State Courts (Past Director); University of Southern California Law Center (Board of Councilors, Past Member); Whittier College School of Law (Board of Visitors, Past Member); California State Bar Association; California State Judges Association.

Education University of Nebraska (LLB, order of the coif, Law Review).

Publications and Speaking Engagements Several articles for Judicature (official publication of the American Judicature Society); four books for lawyers; Marital Settlement Agreement Form Book, Making and Meeting Objections, The Art of Selecting a Jury, and The Art of Negotiation for Lawyers.

As a judge, spoke to numerous bar groups on a variety of subjects; served as a panelist for CJER on several occasions.

Compensation \$450.00 Per Hour
Hourly rate for all time (including study, review, and award writing), minimum of three hours for non-telephonic hearings, and expenses for non-local proceedings. For cancellation/continuation within 30 days before scheduled date, charges \$2,000/day for all time calendared unless rescheduled.

Citizenship United States of America

Locale Long Beach, CA

Hon. Robert A. Wenke
102911

EFTA00311176



6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: [REDACTED] facsimile: [REDACTED]
internet: <http://www.adr.org/>

April 10, 2012

VIA ELECTRONIC MAIL

Jonathan B. Cole, Esq.
Nemecek & Cole
15260 Ventura Boulevard
Suite 920
Sherman Oaks, CA 91403

Vincent S. Green, Esq.
Nemecek & Cole
15260 Ventura Boulevard
Suite 920
Sherman Oaks, CA 91403

VIA U.S. MAIL

Jeffrey Epstein
9 E. 71st Street
New York, NY 10021

Re: 72 147 00218 12 SIM
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

Dear Parties:

In accordance with the Rules, the Association encloses a list of names selected from our roster from which one arbitrator is to be appointed. The parties are encouraged to agree upon an arbitrator and advise the Association of their agreement within 15 days from the date of this letter. Absent an agreement of the parties, each party shall independently strike the names objected to, number the remaining names in order of preference and return the list to the Association on or before **April 25, 2012**. If the list of arbitrators is not returned by the date specified, the arbitrator will be appointed as authorized in the Rules. Please leave as many names as possible. If the neutral arbitrator cannot be appointed from the list provided, the Association may administratively appoint the arbitrator as authorized in the Rules without the submission of an additional list. The parties are to exchange copies of all correspondence except the checklist for conflicts and the arbitrator lists.

The list for selection of arbitrators is also available on-line through AAA's WebFile. The parties may strike and rank their preferences, which will be kept confidential.

Please note the arbitrators' rates of compensation indicated on the enclosed resumes. The Association requires advance deposits calculated by the number of days the parties have suggested will be necessary, in addition to the pre-hearing time that the arbitrator may charge pursuant to the arbitrator's resume.

Upon appointment of the arbitrator a preliminary hearing will be set.



American Arbitration Association
Dispute Resolution Services Worldwide

Re: 72 147 00218 12 SIM
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

DATE LIST SUBMITTED: April 10, 2012
CASE MANAGER: Sandra L. Marshall

LIST FOR SELECTION OF ARBITRATOR

Once you have made your strikes please indicate your order of preference by number. We will make every effort to appoint the mutually acceptable arbitrator who can hear your case promptly, please leave as many names open as possible. Biographical information about the arbitrators listed below is attached. **If your list is not received by the Association on or before April 25, 2012, all names submitted shall be deemed acceptable.** If appointment cannot be made from this list, the Association may appoint without the submission of an additional list, in accordance with the rules. The parties are to exchange copies of all correspondence except the checklist for conflicts and this arbitrator selection list. For your convenience, this form may be completed online through AAA's WebFile.

- Hon. Michael Berg
- Hon. Richard P. Byrne
- Hon. Eli Chernow
- Hon. Warren C. Conklin
- Hon. Burton S. Katz
- Hon. Charles C. Lee (Ret.)
- Hon. Elwood Lui
- Hon. Philip M. Saeta
- Hon. James M. Slater
- Hon. Robert A. Wenke

Arbitrators are compensated at the rate stated on their biographical data. The compensation is an independent obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payments. Each party shall promptly make such deposits with the AAA as required by the case manager, pursuant to the Rules, subject to final apportionment by the arbitrator in the award.

Party: _____

By: _____ Title: _____

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Michael Berg

Current Employer-Title Self-employed - Retired Judge

Profession Full-time Arbitrator, Mediator; Retired Judge - Superior Court

Work History Judge, Arbitrator, Mediator. Self-employed, 1998-present. Judge, Superior Court, Los Angeles County, 1981-98; Judge, Municipal Court, Los Angeles, 1978-81; Referee and Commissioner, Superior Court, Los Angeles County, 1966-78; Deputy Public Defender, LA County Public Defender's Office, 1960-66 (Senior Trial Deputy, 1966); 1st Lieutenant, Counter-Intelligence Corps, CIC (US Army Intelligence) 1954-56.

Experience Decades of judicial and arbitration experience. During a judicial career of 30 years (20 years as judge, 10 years as Superior Court Commissioner/ judge pro tem beginning at age 37) handled civil settlement and case management, civil trial, civil law and motion, in thousands of cases. Previously, as Superior Court judge presided over all types of felony cases. As civil Superior Court Judge presided over large insurance and re-insurance coverage disputes; cases involving, but not limited to trade secrets, customer lists, employment issues involving wrongful termination, business issues, personal injury, malpractice (medical and legal) contractual disputes, real property disputes, escrow and brokerage disputes, lawsuits by and against home owners' associations.

As a private judge since mid-1998 handled many hundreds of disputes including, but not limited to: real property and lease disputes, insurance coverage disputes, one in which a the panel resolved a novel duty to defend issue, brokerage and escrow disputes, contractual disputes, employment disputes, health payor/provider disputes, legal malpractice, numerous medical malpractice claims against doctors and hospitals, attorney fee disputes, homeowner dispute with title insurance company, business ownership dispute, commercial disputes, personal injury, unfair trade or business practice, trade secrets, bad faith, fraud. Handled contractual disputes involving healthcare service provider suing for reimbursement under a participating provider agreement with alleged violations of Knox-Keene Act, disputes between hospital and payor as to compensation payments required to be made under the parties' agreement, handled disputes between hospitals and health plans as to contractual obligation to pay at certain rates for services provided to patients as allegedly covered under the parties' contracts.

With a lengthy combined judicial and private judging career, the exposure has been intense and the problems varied. Considerable trial experience as judge in civil cases includes complex matters.

Hon. Michael Berg
155312

Alternative Dispute Resolution Experience As private judge since mid-1998 mediated hundreds of disputes including, but not limited to: insurance coverage disputes, real property and lease disputes, brokerage and escrow disputes, contractual disputes, commercial disputes, legal malpractice, attorney fee disputes, insurance coverage, commercial disputes, employment disputes, personal injury, unfair trade or business practice, trade secrets, bad faith, fraud. .

As a neutral arbitrator and mediator since mid-1998, handling 100's of cases, issues have been extremely broad. Total arbitrations and mediations handled: over 775. Appointed discovery referee by the Los Angeles Superior Court in disputes involving insurance, unfair competition, real property and business disputes.

Mediation: since July 1998, has conducted 100's of mediations utilizing a variety of techniques, including facilitative and evaluative, in order to obtain a settlement. Mediations have been conducted in virtually every area of the law. Usually, there are two, sometimes three parties involved.

Alternative Dispute Resolution Training LA County Bar Association, Panel Program, 6th Annual Weil Lecture, Balancing Fairness and Finality in Arbitrations: State-Federal Contrast, 2011; AAA Webinar, New AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Healthcare Payor Provider Arbitration Neutrals Orientation, 2011; CDRC, Annual Dispute Resolution Policy Conference, 2010, 2008; California Judges Assoc./Rutter Group, Employment Litigation, 2010; AAA Webinar, Current Issues in Employment Arbitration: The Arbitration Fairness Act of 2009 Legislation and Recent Court Decisions, 2009; California State Bar, Real Property Foreclosure Seminar (webcast), 2009; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2009; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2008; AAA Arbitrator Ethics & Disclosure (ACE003), 2008; AAA Arbitration Fundamentals and Best Practices for New AAA Arbitrators, 2007; Pepperdine University School of Law, Straus Institute for Dispute Resolution/LA Superior Court ADR Committee, Managing the Attorney-Client Dynamic, 2007; Mediation and Manipulation, Beverly Hills Bar Association Program, 2007; LA County Bar Association, Effective Mediation, 2006; California Judges Association, ADR Developments, 2006; California Judges Association, Mediation Training, 2002; California Academy of Mediation Professionals and Superior Court, Cross-Cultural Dispute Resolution, 2002; Dispute Resolution Services, LA County Bar, Commercial and Workplace Mediation Training, 1998; Dispute Resolution Services, LA County Bar, Mediation Basic Training, 1997; various other ADR programs and training updates annually.

Professional Licenses Admitted to the Bar, California, 1960.

Professional Associations California Judges Association; California State Bar; Los Angeles County Bar; California Dispute Resolution Council.

Hon. Michael Berg
155312

Education University of California at Los Angeles (BA, Political Science, 1954); University of Southern California, School of Law (JD-1959).

Publications and Speaking Engagements "When is a Confidential Settlement Discoverable?," LA FORUM, LA Trial Lawyers Association, 1997; articles in LOS ANGELES DAILY JOURNAL regarding enforceability of settlements; author as Justice Pro Tem of "Garcia v. Douglas Aircraft " (1982) 133 CAL APP 3d 890, California Official Reports, 1982; author as Justice Pro Tem of "People v. Masters" (1982) 134 CA3d 509, California Official Reports, 1982.

SPEAKING ENGAGEMENTS: Has given numerous lectures for MCLE credit in the LA area before various law firms on the subject: "When is a Confidential Settlement Discoverable?"

Compensation \$425.00 Per Hour

If scheduled as an "in person" one-half day or less session, there is a minimum three hour charge. One hour minimum charge for telephonic preliminary hearing. Hourly rate charged for all time spent on the case including study, pre-arbitration hearings, motions, award writing.

Time for auto travel going outside Los Angeles County is billed after the first hour at \$200 per hour. If same-day auto-commute is not feasible, then lodging and meal expenses for proceedings outside of Los Angeles County are billed.

Available for cases within Los Angeles, Orange and Ventura Counties only.

Cancellation policy: If a scheduled hearing is canceled, placed off calendar, or delayed on less than 30 days notice, and the time cannot be filled, compensation of \$2,000 is charged for each hearing date, unless waived at arbitrator's discretion.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Michael Berg
155312

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Richard P. Byrne

Profession Arbitrator, Referee, Private Judge

Work History Arbitrator, Referee, Private Judge, Mediator, 1992-present; Judge, Los Angeles County Superior Court, 1972-92; Adjunct Professor of Law, Loyola Law School, 1977-82; Adjunct Professor of Law, Southwestern University School of Law, 1981; Partner/Associate, Bodkin, Breslin & Luddy, 1961-72; Associate, Belcher, Henzie & Fargo, 1960-61; Deputy District Attorney, Los Angeles County, 1959-60.

Experience Handled all types of cases during 20 years as judge for Los Angeles Superior Court, including civil, family law, adoptions, probate, law and motion, discovery, writs and receivers, juvenile, criminal and mental health. Service included two years, nine months as Presiding Judge of Superior Court, one year, three months as Assistant Presiding Judge (Department One), one year as Supervising Judge of Probate Department (Department 11) and three years as Presiding Judge of Juvenile Court. Assigned by Chief Justice to serve temporarily on California Court of Appeal in 1982. General civil practice from 1960 to appointment to Superior Court in 1972, with emphasis on litigation and probate. Awards include the 1991-92 Los Angeles County Bar Association Trial Jurist of the Year Award, 1989-90 Lawyer's Club of Greater Los Angeles County Outstanding Jurist Award, 1989 Association of Business Trial Lawyers of Los Angeles County Judge of the Year Award, and the 1986 Daniel O'Connell Award from the Irish American Bar Association.

Alternative Dispute Resolution Experience Numerous arbitrations, mediations and trials as temporary judge and court references in variety of fields, including contracts, business, insurance, legal and medical malpractice, personal injury, probate, real property, marriage dissolution, wrongful termination and accountings. Currently a member of the AAA's Commercial, Employment and Large Complex Case Panels.

Alternative Dispute Resolution Training Faculty, AAA Muscular Arbitration: Trimming the Fat out of Arbitration, 2011; LACBA 6th Annual Healthcare Law Compliance Symposium, 2009; CDRC 15th Annual Dispute Resolution Policy Conference, 2008; AAA Arbitrator Ethics & Disclosure (ACE003), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; AAA Commercial Arbitrator II Training, 2002; AAA Arbitrator Update

Hon. Richard P. Byrne
122695

2001; AAA Commercial Arbitrator Training, 1999; AAA Employment Arbitrator Training, 1997.

Professional Licenses Admitted to the Bar: California, 1959; U.S. District Court, Central District of California, 1959; U.S. Court of Appeals, Ninth Circuit, 1964; U.S. Supreme Court, 1971.

Professional Associations California Judges Association (Past Vice President; Executive Board, Past Member); Los Angeles County Bar Association (Board of Trustees, Past Member, Past President of Barristers; ADR Section, Executive Committee, Past Member; Senior Lawyers Section, Executive Committee, Past Member); State Bar of California (Committee on Administration of Justice, Past Member, Board of Directors of California Young Lawyers Association, Past Member); University of Notre Dame Law Advisory Council (Past Member); University of Notre Dame Law Association (Board of Directors, Past Member); Marymount College (Board of Trustees, Past Member); Chancery Club (Member, Past President).

Education University of California at Los Angeles (AB, Political Science-1955); University of Southern California (JD-1958).

Publications and Speaking Engagements Speaker and panelist on various legal subjects at programs sponsored by National Conference of Metropolitan Courts; Center for Judicial Education and Research (CJER); CEB; California Trial Lawyers Association; Association of Business Trial Lawyers; Los Angeles Superior Court.

Compensation \$500.00 Per Hour
Hourly rate applied to all time spent on matter including study time. No chrg for travel time unless stated. Cancel required 45 days in writing before sched hearing. Refund or credit w/in 45 days depends upon ability to resched time. Any fee retained by AAA & paid to me because of inability to resched reserved time is deemed an earned fee.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Richard P. Byrne
122695

Contact American Arbitration Association
725 S. Figueroa Street, 24th Floor
Los Angeles, CA 90017

telephone: [REDACTED] facsimile: [REDACTED]

Hon. Eli Chernow

Current Employer-Title Self-employed - ADR Neutral

Profession ADR Neutral, Attorney

Work History ADR Neutral, Self-employed, 1993-present; Judge, Los Angeles Superior Court, 1977-93; Special Assistant to Governor, 1975-77; Associate Professor of Law, University of Southern California, 1972-74; Private Practice, Tuttle & Taylor, 1965-72.

Experience Extensive experience in virtually all areas of civil and family law and specialty complex cases. Former Judge for the Los Angeles Superior Court.

Alternative Dispute Resolution Experience Extensive experience in ADR as full-time neutral since 1993. Handled a wide variety of matters covering virtually all areas of civil and family law. As an arbitrator, has handled a broad range of cases, primarily business disputes arising from disputes over contracts, real property, business dissolution, intellectual property, or insurance issues. Has also arbitrated a number of personal injury, uninsured motorist, and other tort claims. Has handled a broad range of cases involving civil, probate, and family law matters. The primary concentration has been in commercial disputes concerning contracts, real property, employment, business ownership or dissolution, intellectual property, trade secrets, royalties, insurance coverage, and bad faith. Cases have included personal injury or other forms of tort actions. Has handled many mediations involving high levels of emotional conflicts between the parties. Has dealt with many multi-party disputes in capacity as a mediator and discovery referee/case manager. Some of the disputes in discovery cases have included more than 20 parties. Dealt successfully with cases involving four or more parties on many occasions. Has some experience with construction defect cases, which typically involve a dozen or more parties.

Alternative Dispute Resolution Training AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Webinar, Arbitrator Boundaries: What are the Limits of Arbitrator Authority?, 2011; College of Commercial Arbitrators, Annual Meeting, 2010; AAA Webinar, Resolution of Employment Disputes: Pre-Arbitration, 2009; AAA Webinar, Generational Divides: Old and New Issues in the New Workplace, 2009; ABA Dispute Resolution Section, 10th Annual Spring Conference - Pacific Currents: Sound Perspectives on ADR, 2008; AAA Chairing an Arbitration

Hon. Eli Chernow
125333

Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; AAA Practical Tips for Dealing with Delay Tactics of Parties and Advocates (ACE004), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; AAA Commercial Arbitrator II Training, 2003; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2002; various ADR training.

Professional Licenses Admitted to the Bar: California, 1965; U.S. District Court, Central District of California, 1965.

Professional Associations California Bar Association; Los Angeles County Bar Association (Litigation Section, Past Executive Committee; Family Law Section, Past Executive Committee); Beverly Hills Bar Association; Association of Business Trial Lawyers (Past Board Member); American Bar Association (Judicial Division, Lawyers Conference, Past Executive Committee); Judicial Council of California (Past Advisory Committee).

Education California Institute of Technology (BS-1961); Harvard University (JD, Frederick Sheldon Fellowship-1964).

Publications and Speaking Engagements Co-author, "Choosing An Expert Witness for Real Estate Appraisal," BEVERLY HILLS BAR JOURNAL, 1993; contributor, SHALON BAYIT A JEWISH RESPONSE TO CHILD ABUSE AND DOMESTIC VIOLENCE, 1993; "Video in the Courtroom-More Than a Talking Head," THE JOURNAL OF THE AMERICAN BAR ASSOCIATION, Litigation Section, Fall 1988; co-author, CALIFORNIA PRACTICE GUIDE: CIVIL TRIAL AND EVIDENCE, The Rutter Group; "Sanctions-Remedies That are Right California Litigation," JOURNAL OF CALIFORNIA STATE BAR, Litigation Section, vol. 1, no. 1; numerous lectures to the Los Angeles County Bar Association, Beverly Hills Bar Association, California State Bar Association, Rutter Group, and California Society of Certified Public Accountants.

Compensation \$550.00 Per Hour
Three-hour (3) minimum. Charges for all time spent including study, review and decision writing, and travel time and expenses for non-local proceedings. Cancel/continuation less than 45 days before scheduled date, charges for all time calendared w/in the 45-day period unless otherwise filled. Minimum charge one hour. Deposits for hearing are due 60 days prior to the first day of arbitration.

Citizenship United States of America

Locale Sherman Oaks, CA

Hon. Eli Chernow
125333

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Hon. Warren C. Conklin

Current Employer-Title Self-employed

Profession Arbitrator

Work History Arbitrator and Mediator, Self-employed, 1996-present; Special Master, Marin County, 1991-01; Trial Court Judge, San Luis Obispo Superior Court, 1982-91; Trial Court Judge, San Luis Obispo Municipal Court, 1975-82; Sole Trial Court Judge, Justice Court, Fifth Judicial District, 1967-75; Attorney, Wright & Conklin, 1966-70.

Experience As a trial court judge for almost 25 years and a court-appointed special master for ten, expertise is in the fields of fact-finding and decision-making, and case flow management. Served as presiding judge for three of seven years as a municipal court judge, and for five of nine years as a superior court judge. During this time, conducted hundreds of settlement conferences and presided over thousands of fact-finding proceedings.

Alternative Dispute Resolution Experience Since 1996 has been engaged by/worked with over 500 different attorneys in dispute resolution. Areas of emphasis include complex commercial contracts; business transactions and dissolutions; real estate contract and development cases; construction contract enforcement and construction defect litigation; estates and trusts; insurance including CGL and D&O coverage, liability and damages issues and healthcare cases (currently a member of the AAA Healthcare Panel and the Payor/Provider Reimbursement Panel), and products liability including comparative fault analysis and workers compensation apportionment. Has arbitrated cases including such subjects as commercial contracts including banking transactions, business interruption, wrongful discharge, employee misconduct and employer wrongful discharge; construction contracts and defects, road and highway construction, land subsidence; and personal injury, trusts, estate taxes, real estate transactions and healthcare cases. Currently a member of the AAA's Large Complex Case Panel (LCCP), AAA Commercial Arbitration Panel and AAA Employment Panel.

Alternative Dispute Resolution Training AAA Webinar, Prescriptions for Payor Provider Disputes: Implementing the New AAA Healthcare Payor Provider Arbitration Rules, 2011; AAA Payor Provider Arbitration Rules Training, 2011; AAA Webinar, Arbitrator Boundaries: What are the Limits of Arbitrator Authority, 2010; AAA Webinar, Electronic Discovery in Arbitration: What

Hon. Warren C. Conklin
150088

You Need to Know, 2009; AAA Webinar, Current Issues in Employment Arbitration: The Arbitration Fairness Act of 2009 Legislation and Recent Court Decisions, 2009; California Judges Association Retired Judges Annual Conference, 2007-2010; AAA Arbitrator Ethics & Disclosure (ACE003), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; AAA Commercial Arbitrator II Training, 2003; AAA/Pepperdine University Masters Forum, 2003; Pepperdine University, Avoiding and Resolving Construction Claims, 2003; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2002; California Center for Judicial Education and Research, Mediation: A Skills Based Program, 2001; California Center for Judicial Education & Research, Alternative Dispute Resolution, 1996.

Professional Licenses Admitted to the Bar, California.

Professional Associations California Judges Association (Past President; Past Secretary-Treasurer).

Education University of California at Berkeley (BS, Business Administration-1960; JD-1964).

Publications and Speaking Engagements "Workers' Compensation Issues in Settlement Conferences", California Center for Judicial Education and Research, January 1998; contributor, "Proposition 51 and the Developing Law of Joint Tortfeasor Liability," California Center for Judicial Education and Research, August 1997; "Tort Liability and the Law of Good Faith Settlements," California Center for Judicial Education and Research, August 1996, with subsequent updates.

Compensation \$375.00 Per Hour

Charges are for reviewing pleadings, briefs and other submitted materials; hearings; study; award drafting and publication; and time with counsel. CA: no hourly charge for travel time. A per diem charge of \$450.00 per hearing day is billed in lieu of all travel expenses. If a scheduled engagement is canceled, or continued without good cause shown, within 45 calendar days before the event, a charge of five hours per scheduled day will be made for a short term cancellation. More than 45 days before a hearing set, if a scheduled evidentiary hearing is, at any time, continued without good cause shown, a flat rate charge of \$1,000 per scheduled day will be assessed unless the scheduled time(s) is/are filled with other engagements. If the case manager is notified of a settlement outside of the 45 day period, and the hearing is cancelled, no cancellation charge is assessed. Also, if any scheduled days of the hearing are vacated before the 45 day deadline, there is no charge for the eliminated days where the hearing itself, for fewer days, remains on calendar.

Citizenship United States of America

Hon. Warren C. Conklin
150088

Locale Atascadero, CA

Hon. Warren C. Conklin
150088

EFTA00311188

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Hon. Burton S. Katz

Profession Mediator, Arbitrator, Litigation Consultant, Retired Judge

Work History Full-time Mediator/Arbitrator, 2002-present; Senior Member, Cohen & Associates, Inc., 2000-10; Author, Legal Writer, Commentator, Legal Analyst, Radio and TV Talk Show Host, 1986-00; Sitting Judge, Los Angeles Superior Court, 1981-87; Sitting Judge, Los Angeles Municipal Court, 1978-81; Adjunct Professor, teaching Evidence and Trial Advocacy, University of San Fernando College of Law, 1976-78; Trial Lawyer, 1964-78.

Experience As a sitting judge conducted hundreds of trials, motions, and hearings, making special evidentiary rulings. As a 14-year trial lawyer, handled hundreds of court and jury trials that related to criminal matters, fraud/misrepresentation, breach of contract, bad faith claims, seller nondisclosure, negligence, intentional torts, standards of care and duty, and real estate matters. Currently handles labor and employment/Title VII, negligence, insurance coverage issues, bad faith, real estate matters and transactional disputes, toxic mold disputes, tortuous claims, hospital and healthcare issues, medical malpractice, and personal injury. In addition to experience as a judge and mediator, has had personal involvement in owning, repairing, remodeling, and constructing residences and multiple family units. Experience with construction defects relating to moisture barriers, wood rot, mold, asphalt/concrete, balcony/deck failures, roof leaks, window flashing and other points of water entry. Certified Property Mold Specialist in Toxic Mold Remediation and Toxic Mold Inspection, 2002.

Alternative Dispute Resolution Experience Selected as one of Top 30 Neutrals, 2009, 2006. Has functioned as a neutral on hundreds of cases, as a sitting judge and facilitated resolution, as well as conducted numerous court trials in lieu of jury trials. In the past four years, has also mediated over 350 cases, including cases mediated for the Los Angeles Superior Court. Previously was a medical-legal expert in the Los Angeles County District Attorney's office; tried complicated legal/medical issues. Has handled numerous medical malpractice cases involving doctors, nurses, hospitals, medical groups, and HMO providers. Currently a member of the AAA's Large Complex Case Panel (LCCP) and Labor and Employment Panel. Recently handled a number of large, complex real estate, business and construction defect/toxic mold cases with conflicting coverage, bad faith and duty to defend issues.

Alternative Dispute Resolution Training AAA Webinar, Large, Complex Construction

Hon. Burton S. Katz
152676

Disputes: The Dynamics of Multi Party Mediation, 2011; AAA Webinar, The New AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Dealing With Delay Tactics in Arbitration (ACE004), 2010; AAA Construction Mediation Conference, 2007; AAA International Conference on Mediation/Arbitration, 2006; West Coast Casualty, Construction Defect Seminar, 2006; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; Pepperdine University-Straus Institute/SCMA, 15th Annual Interactive Conference, 2005; SCMA, Hot Points in Employment Law, 2005; West Coast Casualty, Construction/Mold Insurance Litigation Symposium, 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2005; John Quisenberry Law Firm, Insurance Bad Faith, Coverage, Duty to Defend-New Cases and Trends, 2005; Pepperdine/Strauss Institute, Interactive ADR Conference, 2004; Pepperdine/LA Superior Court, Complex Court Case Symposium, 2004; Southern California Mediation Association/Los Angeles Superior Court Labor and Employment Symposium, 2004; John Quisenberry Law Firm, Insurance Bad Faith, Coverage, Duty to Defend, 2004; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2003; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2003; Negotiating Strategy Institute, Cutting Edge Negotiating Strategy for Lawyers, 2003; Straus Institute for Dispute Resolution/Southern California Mediation Association, 14th Annual Interactive Conference-Mediating Goes Mainstream, 2002; SCMA/LA Superior Court Program, Advanced Nonverbal ADR Communication and Negotiating Skills, 2002; SCMA, Mediating Employment/Workplace Disputes, 2002; SCMA, Mediating Elder Abuse Claims, 2002; LA Superior Court, Early Mediation Pilot Program Orientation, 2002; Straus Institute for Dispute Resolution, Mediation: The Art of Facilitating Settlement, 2001; Pepperdine University-Straus Institute-LA Superior Court, Mediating the Litigated Case, 2001.

Professional Licenses Admitted to the Bar: California, 1964; California Supreme Court, 1964; U.S. District Court, Central District of California, 1964.

Professional Associations American Bar Association (Labor and Employment Section; Tort and Insurance Section); Los Angeles County Bar Association (ADR Section); Beverly Hills Bar Association (Tort and Insurance Section); Southern California Mediation Association (Platinum Professional Member); State Bar of California.

Education Loyola University (LLB, JD-1964); USC Santa Monica College (1957-60).

Publications and Speaking Engagements Co-author, "Resolving Disputes with Tag Team Mediation," CONSUMER ATTORNEYS OF CALIFORNIA FORUM JOURNAL, June 2005; current writer (weekly column), "Justice and the Law," MALIBU TIMES; author, JUSTICE OVERRULED, Time-Warner, 1997. Has authored numerous articles on the criminal justice system and has appeared on many television and radio programs.

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SPEAKING ENGAGEMENTS: "Effective Legal Presentation in Mediation," Lewis, Brisbois, Bisgaard & Smith, 2007; "Post Retirement Mediation," California Judges Association, 2007; "Additional Insured(s)," West Coast Casualty Construction Defect Symposium, 2006; "Litigating & Mediating Toxic Mold Cases," San Fernando Valley Bar Association, 2006; "After Retirement," California Judges Association, March 2005; "Litigating Insurance Bad Faith Cases," San Fernando Bar Association, January 2005; "Handling Construction Defect/Mold Cases," Insurance Carrier's Consortium, December 2004; "Handling Police Brutality Cases," LA City Attorney Program, September 2004; Third Annual Mold Insurance Litigation Conference, March 2004; "Working After Retirement - Mediation/Arbitration"; Bridgeport Toxic Mold Seminar, June/July 2003; MSNBC Writer and Analyst, 1999-00; "Judge and Jury," MSNBC Television Anchor, 1998-00; "Terrel & Katz," KABC radio Talk Show Host, 1996-97.

Compensation

\$575.00 Per Hour

Four-hour minimum. Charges for all time spent. Cancellation policy: Within 8-30 business days of hearing dates charges for time already spent and 1/2 of scheduled time. Hearings that are scheduled 4 or more hearing days OR where hearing is scheduled 4 or more months in advance, cancellation must be made within 45 business days before the first scheduled hearing date to avoid cancellation charges for time already spent and 1/2 scheduled time. Full charges applies if canceled within 7 days business. Travel and lodging costs reimbursed where required for assignment. Negotiable. Reimbursement for travel & lodging expenses incurred.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Burton S. Katz
152676

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Hon. Charles C. Lee (Ret.)

Current Employer-Title Self-employed

Profession Retired Judge, Attorney, Arbitrator, Mediator; Real Estate Broker; Emergency Medical Technician

Work History Self-employed, 2010-present; Retired Judge on assignment, Los Angeles County, 2008-10; Superior Court Judge, Los Angeles County, 1989-08; Litigation Partner, Tuttle and Taylor, 1987-89; Federal Prosecutor, U.S. Attorney's Office, Los Angeles, 1983-87.

Experience Before becoming a judge in the Los Angeles Superior Court in Los Angeles, worked in a variety of law firms. Began career in 1976, working for five years as a litigation associate at the Los Angeles office of Latham and Watkins. The next law firm position was in the Los Angeles office of a New York law firm, Whitman and Ranson. Then joined the U.S. Attorney's Office in Los Angeles as an attorney in the criminal division. In 1987, after working as a federal prosecutor for four years, joined the Los Angeles law firm of Tuttle and Taylor as a litigation partner. In 1989, was appointed by Governor Deukmejian directly to the Los Angeles County Superior Court.

Of 18 years as a judicial officer, spent 12 years in civil assignments, including the law and motion department (1992), direct civil calendars in Glendale (1997-2000), and five years on the Appellate Division (2000-2005), the last two years as the Presiding Judge. Last judicial assignment before retiring was Department 33 in the downtown civil courthouse. In many years on the bench, tried virtually every type of case, including construction defect, medical malpractice, trade secrets, asbestos, employment and other types of discrimination, and numerous business disputes. During four year civil assignment in Glendale, heard a probate calendar on Fridays, as well as overflow family law cases from the Burbank court.

In addition to legal experience, has extensive involvement with the Olympic movement and the People's Republic of China. Studied Chinese for two years at the Taiwan National Normal University's Mandarin Center in Taipei, Taiwan from 1972 through 1974. In 1984, was appointed the Envoy to the Chinese team for the 1984 Olympic Games in Los Angeles. When the Soviet Union announced its boycott in May 1984, headed a delegation to Beijing that resulted in China's written agreement to participate. China's acceptance broke the back of the Soviet Union boycott, and only 14 countries actually boycotted the Los Angeles Games. In 2008, served as the Chef de Mission, or head, of the

Hon. Charles C. Lee (Ret.)
158212

United States team in Beijing. Speaks and reads Chinese, and has lectured in numerous universities in China on behalf of the State Department and as Fulbright Senior Specialist.

Alternative Dispute Resolution Experience As a judge, heard and decided numerous matters in almost 20-year career. Required parties to participate in mandatory settlement conferences in civil assignments, and worked diligently to settle every case. Additionally, spent a great deal of time attempting to settle difficult cases referred by judicial colleagues. Since February 2010, has worked as an independent contractor, and in this capacity has mediated and settled a variety of cases.

Alternative Dispute Resolution Training AAA Managing the Arbitration Process for Efficiency & Economy Following the Preliminary Hearing, 2011; AAA Webinar, New AAA Healthcare Payor Provider Judicial Orientation, 2011; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2011; AAA Arbitration Fundamentals and Best Practices for New Arbitrators, 2011; various other ADR training.

Professional Licenses Admitted to the Bar: California; New York. EMT - Basic, Los Angeles County. Real Estate Broker, California. Short Sales and Foreclosures Certification, California.

Professional Associations Los Angeles County Bar Association; Member, American Arbitration Association's Commercial Panel.

Education Washington and Lee University (BA, German-1967); University of Virginia School of Law (JD-1976).

Publications and Speaking Engagements Gave speeches on the California legal system in six different Chinese cities in March 2006. The speeches (18 in total, 17 of which were given in Mandarin Chinese with Chinese Power Point) were made pursuant to a grant from the U.S. State Department. The topics included suppression issues in criminal cases, death penalty issues, and judicial independence. The speech on judicial independence revolved around a probate case handled while assigned to the Glendale court. Speeches were given in the following cities and locations: (1) Beijing: Renmin University Law School; China University of Political Science and Law; Beijing High People's Court; and Beijing Procuratorate College; (2) Changchun: Jilin Procuratorate; Jilin University Law School; and Changchun University of Science and Technology; (3) Shanghai: Shanghai Normal University Law School; and Shanghai Procurator Training Center; (4) Hangzhou: Zheling University Law School; (5) Chongqing: Chongqing Academy of Social Justice; Chongqing University of Technology and Business; Southwest University of Political Science and Law (old campus); Southwest University of Political Science and Law (new campus); and (6) Guangzhou: Consulate Office; Guangzhou Bar Association; Beijing Normal University, Zhuhai branch; and HJM International Law Office. In March 2008, gave a series of speeches at the China University of Political Science and Law

Hon. Charles C. Lee (Ret.)

158212

in Beijing over two weeks on a Fulbright Senior Specialist grant. Topics included corruption cases.

Compensation

\$325.00 Per Hour

Includes study/preparation and expenses for cases outside the Southern California area. Cancellation policy: any continuance or cancellation at the request of a party of a matter scheduled for less than eight (8) hours of duration requires at least seven (7) days notice. If the matter is scheduled for eight (8) hours or longer, at least 14 days notice is required. If the required notice is not given, the full charge for the scheduled duration will be due and payable, unless unusual circumstances are present to explain such late notice.

Languages English, Mandarin, Spanish

Citizenship United States of America

Locale La Canada, CA

Hon. Charles C. Lee (Ret.)

158212

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Hon. Elwood Lui

Current Employer-Title Jones Day - Partner

Profession Private Judge, Attorney - Litigation

Work History Partner, Jones Day, 1987-present; Associate Justice, California Court of Appeals, Second Appellate District, Division 3, 1981-87; Judge, Los Angeles Superior Court, 1980-81; Judge, Los Angeles Municipal Court, 1975-80; Attorney, Private Practice, 1971-75; Deputy California Attorney General, 1969-71; Certified Public Accountant, Haskins & Sells (now Deloitte & Touche), 1964-69.

Experience Since 1987, Senior Litigator at Jones Day concentrating in appeals and complex commercial litigation in federal and state courts. Represents major businesses and public entities. Serves as a private judge with substantial experience in mediation and arbitration. Retained by private parties and appointed by federal and state courts. Twelve years of experience as appellate and trial judge including service on the Judicial Council of California, President of the California Judges Association, and pro-tempore justice of the California Supreme Court. Appointed Special Master State Bar Disciplinary System, 1998 by the California Supreme Court.

Alternative Dispute Resolution Experience Over last 25 years, primarily handled several hundred matters as a private judge presiding over trials, arbitrations, mediations, and settlement of disputes pending in federal and state courts. Several of these matters were complex commercial disputes involving significant accounting and tax issues. Served as a special master, receiver, and referee. Currently a member of the AAA's Large Complex Case Panel.

Alternative Dispute Resolution Training AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2006; ACE003 - Arbitrator Ethics & Disclosure, 10/05; ACE005 - Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics, 10/05; AAA Arbitrator Update 2001; AAA Commercial Arbitrator Training, Los Angeles, 8/99; various other ADR training.

Professional Licenses Admitted to the Bar: California, 1966; District of Columbia, 1990;

Hon. Elwood Lui
141048

U.S. Supreme Court, 1973. Certified Public Accountant, California, 1966.

Professional Associations California Judges Association (Past President); American Academy of Appellate Lawyers; California Academy of Appellate Lawyers; Los Angeles County Bar Association; Chancery Club of Los Angeles.

Education University of California at Los Angeles (BS-1962; MBA-1964; JD-1969).

Publications and Speaking Engagements Numerous articles in bar and judicial publications. Author of several hundred appellate decisions.

Compensation \$7,000.00 Per Day
\$875.00 Per Hour

Reimbursement for out-of-pocket expenses.

In the event the matter is canceled/continued prior to 30 days before the hearing date, the fees will be refunded, less any charges for time devoted. Otherwise, the advance payment may be retained as a cancellation fee by the arbitrator in his discretion.

Citizenship United States of America

Locale Los Angeles, CA

Hon. Elwood Lui
141048

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Hon. Philip M. Saeta

Current Employer-Title Self-employed

Profession Private Judge

Work History Private Judge, Self-employed, 1991-present; Judge, Los Angeles Superior Court, 1975-91; Judge, Los Angeles Municipal Court, 1964-75; Partner, Beardsley, Hufstedler & Kemble, 1958-64.

Experience Engaged in a civil practice including over 26 years on the bench. Majority of work was in civil trials, law and motion, appellate, family law, discovery, and settlement matters. Since retirement, participated in many mediations, settlements, discovery references, accounting references, arbitrations, umpiring insurance claims, jury trials, and temporary judge trials under Article VI, Section 21 of the Constitution. Cases involve contract, construction, commercial, tort, and family law. Adjunct Professor of Law at Loyola and Southwestern Schools of Law from 1976-86.

Alternative Dispute Resolution Experience Since 1990, involved in many binding and non-binding arbitrations (contract and judicial). Also handled numerous judicial and private mediations and settlement conferences. On the bench, heard a summary jury trial. Currently a member of the AAA's Large Complex Case Panel (LCCP).

Alternative Dispute Resolution Training LA Law Library, Master Techniques for ADR Advocates, 2011; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2009; Court of Appeal, Second Appellate District Appellate Mediation, 2007; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; AAA Arbitrator Ethics & Disclosure (ACE003), 2005; Pepperdine, Advanced Mediation Training, 2005; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2005; AAA Commercial Arbitrator II Training, 2002; AAA Arbitrator Update 2001; AAA Commercial Arbitrator Training, 1999; Dispute Resolution Service, Employment Law Training, 1996; Los Angeles County Bar Association, Dispute Resolution Service, 1992; Dalkon Shield Trust Arbitration Training, 1992.

Professional Licenses Admitted to the Bar: California, 2006 (originally 1958).

Hon. Philip M. Saeta
97463

Professional Associations American Bar Association (Judicial Administration Division, Committee Chair; National Conference of Special Court Judges, Conference Chair); Los Angeles County Bar Association (Committee Chair; Mediation Services Board; 1994 Gumpert Award); California Judges Association (Committee Chair; Past Vice President; Jefferson Award).

Education Stanford University (AB-1953; LLB-1957).

Publications and Speaking Engagements Several dozen appellate opinions, 1979-92, CALIFORNIA APPELLATE REPORTS and CALIFORNIA APPELLATE SUPPLEMENT REPORTS.

Compensation \$390.00 Per Hour
\$390.00 per hour is charged for all work on the matter and there is a 30 day cancellation fee if reserved time is not filled by another hearing.

Citizenship United States of America

Locale South Pasadena, CA

Hon. Philip M. Saeta
97463

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Hon. James M. Slater

Current Employer-Title Self-employed

Profession Retired Judge, Arbitrator

Work History Arbitrator, Mediator, Special Master/Referee, Self-employed, 1997-present; Judge, Superior Court, County of Santa Barbara, 1982-97; Judge, Municipal Court, County of Santa Barbara, 1977-82; Supervisor, Board of Supervisors, Third District, County of Santa Barbara, 1973-77; Attorney, Private Practice, 1966-77; Office of the District Attorney, County of Santa Barbara, 1965-66.

Experience Over 40 years judicial/legal experience. Served on the Santa Barbara County Superior Court from 1982 to 1997. Served two terms as presiding judge and one term as supervising judge. Presided over civil jury and court trials, settlement conferences, civil law and motion, probate court, and criminal proceedings. Although civil cases predominated and covered virtually all areas of law, the areas of emphasis involved business, employment, real property, contracts, and tort litigation.

Alternative Dispute Resolution Experience Currently a member of the AAA's Large Complex Case Panel and arbitrator on the Complex Commercial and Employment Panels. Served as an arbitrator/judge and as a mediator/settlement judge in over 1000 cases. Two-party and multi-party cases involving corporate and partnership disputes, employment (wrongful termination, wage and hour, age/gender/race-based discrimination), mortgage lending/secured transactions/banking and financial services litigation, real property (failure to disclose defects, contract disputes, structural defects), contracts, insurance, and personal injury litigation.

Alternative Dispute Resolution Training AAA Webinar, New AAA Healthcare Payor Provider Judicial Orientation, 2011; ABA 12th Annual Spring Conference, Dispute Resolution Section, 2010; AAA Webinar, Judicial Remands of Challenged Awards: What Happens When the Decision Isn't Final, 2009; AAA Thorny Questions for Arbitrators, 2008; AAA Construction Mediation Conference, 2007; AAA Construction Mediation Conference, What You Can't Not Know, 2007; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2006; Rutter Group, Employment Litigation Seminars, 2006, 1998; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005) 2005; AAA Arbitrator Ethics & Disclosure (ACE003),

Hon. James M. Slater
151207

2004; AAA Arbitrator Update, 2002; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2002; Golightly (Piazza/Lincoln) Advanced Mediation Techniques Seminar, 1999; Pepperdine University, Master's Forum, 2000; Pepperdine University, Advanced Mediation Training, 1998; CJER/California Judges Association, Civil Law/Mediation Seminar, 2001; CJER/California Judges Association, Judges College, 1990 and prior; various other ADR training.

Professional Licenses Admitted to the Bar, California, 1965.

Professional Associations State Bar of California; Santa Barbara County Bar Association; California Judges Association; Association for Conflict Resolution.

Education Iona College (BA, History-1961); University of Notre Dame (JD-1964).

Compensation

\$400.00 per hour for all time spent, including study time/review time. No travel time or travel expenses charged in CA. Transportation and travel expenses are charged in all cases outside of CA. All "in person" (i.e., non-telephonic) hearings held outside of Santa Barbara County or Ventura County, CA are charged at a minimum of 6 hours per day. Cancellation/Continuance fees: For cases with reserved time of 5 days or less, cancel/continuance within 30 days of 1st day of hearing = 50% of total fee for time reserved for hearing; within 20 days = 75%. For cases with reserved time of 6 days or more cancel/continuance within 60 days of 1st day of hearing = 50% of total fee for time reserved for hearing; within 30 days = 75%. The cancel/continuance fee will be reduced to the extent the vacated time is filled.

Citizenship United States of America

Locale Santa Barbara, CA

Hon. James M. Slater
151207

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Hon. Robert A. Wenke

Current Employer-Title Self-employed

Profession Arbitrator

Work History Arbitrator and Mediator, Self-employed, 1986-present; Judge/Presiding Judge/Assistant Presiding Judge/Supervising Judge of the Law Departments/Writs and Receivers Judge, Los Angeles Superior Court, 1966-86; Judge, Long Beach Municipal Court, 1965-66; Attorney, Private Practice, 1951-65.

Experience As a Superior Court Judge, presided over hundreds of civil trials involving business, commercial, real estate, employment, discrimination, insurance coverage, and tort disputes of all kinds. Presided over 1000 settlement conferences, both voluntary and mandatory.

Alternative Dispute Resolution Experience Extensive experience in ADR as full-time neutral since 1986. A member of the AAA's Large Complex Case Panel (LCCP), Employment, and Commercial Panels. Arbitrated and mediated cases, many with multiple parties involving commercial, financial, insurance coverage, bad faith, industrial, partnership dissolution, unfair competition, contract, employment (wrongful termination/discrimination/harassment), health care, real estate, and tort disputes, including professional negligence.

Alternative Dispute Resolution Training AAA Maximizing Efficiency & Economy in Arbitration: Challenges at the Preliminary Hearing, 2011; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2010, 2006; AAA Dealing With Delay Tactics in Arbitration (ACE004), 2010, 2005; AAA Webinar, Will Traditional Litigation Strategies Work in Employment Arbitration - Ask the Experts, 2009; AAA Webinar, Resolution of Employment Disputes: Pre-Arbitration, 2009; AAA Arbitration Roadmap: The Standard for Efficient and Cost Effective Arbitration, 2008; ABA Judicial Division and Section of Dispute Resolution Joint Committee on Mediation and ADR, Dispute Resolution Principles and Techniques for the Bench, 2007; AAA Neutrals Conference, 2005, 2004; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2005, 2004; AAA Arbitrator Update, 2003, 2002; AAA Arbitrator Ethics and Disclosure (ACE003), 2003; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; Pepperdine University/Straus Institute for Dispute Resolution, The Masters Forum,

Hon. Robert A. Wenke
102911

2002; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2001.

Professional Licenses Admitted to the Bar, California, 1951; U.S. District Court, Central District of California.

Professional Associations American Judicature Society (Past Director); National Center for State Courts (Past Director); University of Southern California Law Center (Board of Councilors, Past Member); Whittier College School of Law (Board of Visitors, Past Member); California State Bar Association; California State Judges Association.

Education University of Nebraska (LLB, order of the coif, Law Review).

Publications and Speaking Engagements Several articles for Judicature (official publication of the American Judicature Society); four books for lawyers; Marital Settlement Agreement Form Book, Making and Meeting Objections, The Art of Selecting a Jury, and The Art of Negotiation for Lawyers.

As a judge, spoke to numerous bar groups on a variety of subjects; served as a panelist for CJER on several occasions.

Compensation \$450.00 Per Hour
Hourly rate for all time (including study, review, and award writing), minimum of three hours for non-telephonic hearings, and expenses for non-local proceedings. For cancellation/continuation within 30 days before scheduled date, charges \$2,000/day for all time calendared unless rescheduled.

Citizenship United States of America

Locale Long Beach, CA

Hon. Robert A. Wenke
102911

EFTA00311202



American Arbitration Association

Dispute Resolution Services Worldwide

Jeffrey Garcia, Vice President
JeffreyGarcia@adr.org

May 4, 2012

Western Case Management Center
6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: [REDACTED] facsimile: [REDACTED]
internet: <http://www.adr.org/>

VIA ELECTRONIC MAIL

Jonathan B. Cole, Esq.
Vincent S. Green, Esq.
Nemecek & Cole
15260 Ventura Boulevard, Suite 920
Sherman Oaks, CA 91403

VIA U.S. MAIL & VIA CERTIFIED MAIL

Jeffrey Epstein
9 E. 71st Street
New York, NY 10021

Re: 72 147 00218 12 S1M
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

Dear Parties:

In accordance with the California Arbitration Law (CCP §1281.85 et seq.), enclosed please find the Notice of Appointment, which includes the Arbitrator Disclosure Worksheet submitted by the proposed neutral arbitrator, for your review. Pursuant to §1281.91, any party may serve a notice of disqualification on the basis of the disclosure statement **within fifteen (15) calendar days** from the date of this letter. Absent our receipt of a notice of disqualification within the time specified, the appointment of the proposed arbitrator is confirmed, as indicated by the signed oath of arbitrator contained on the Notice of Appointment.

As requested by the neutral, if either party or their counsel knows of any contact or conflict that may be relevant, they are to communicate this information to the Association within ten (10) days.

Enclosed please find copies of the proposed arbitrator's duly executed Notice of Compensation Arrangements.

I will contact you shortly thereafter to coordinate the hearing dates.

Sincerely,

/s/

Sandra L. Marshall
Manager of ADR Services

Phone: [REDACTED] Fax: [REDACTED]

E-mail: [REDACTED]

Enclosures

cc: Hon. James M. Slater
sm/ot

EFTA00311203

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between:

Re: 72 147 00218 12 SIM
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

NOTICE OF APPOINTMENT

To: Hon. James M. Slater

It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case and should any additional direct or indirect contact arise during the course of the arbitration or if there is any change at any time in the biographical information that you have provided to the AAA, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosures may forfeit your ability to collect compensation. The Association will call the disclosure to the attention of the parties.

You will not be able to serve until a duly executed Notice of Appointment is received and on file with the Association. Please review the attached *Disclosure Guidelines* and, after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment.

California Code of Civil Procedure §1281.9 (which incorporates CCP §170.1 and the Ethics Standards for Neutral Arbitrators adopted by the California Judicial Council) and CCP §1281.95 require certain disclosures by a person nominated or appointed as an arbitrator. While the Association makes this worksheet available to neutrals appointed to cases administered by the Association, the ultimate obligation for compliance with any statutory requirements, Rules and/or Ethics Standards lies with the neutral. Accordingly, please review the relevant statutory provisions and the enclosed material before completing this worksheet. The Ethics Standards can be found in the Appendix to California Rules of Court, Division VI.

I. DEFINITIONS

This section is intended to define some of the general terms that are applicable to disclosure obligations and is not intended to be a comprehensive listing of all terms impacting your disclosure obligations. These definitions were taken from Standard 2 of the Ethics Standards for Neutral Arbitrators in Contractual Arbitration. The proposed neutral is responsible for consulting the full text of these standards for any amendments or changes.

1. **Arbitrator and Neutral Arbitrator** mean any arbitrator who is subject to these standards and who is to serve impartially, whether selected or appointed:
 - (a) Jointly by the parties or by the arbitrators selected by the parties;
 - (b) By the court, when the parties or the arbitrators selected by the parties fail to select an arbitrator who was to be selected jointly by them; or
 - (c) By a dispute resolution provider organization, under an agreement of the parties.
 - (d) Where the context includes events or acts occurring before an appointment is final, "arbitrator" and "neutral arbitrator" include a person who has been served with notice of a proposed nomination or appointment.
2. **Dispute Resolution Neutral** means a temporary judge appointed under article VI, section 21 of the California Constitution, a referee appointed under Code of Civil Procedure §§638 or 639, an arbitrator, a neutral evaluator, a special master, a mediator, a settlement officer, or a settlement facilitator.
3. **Dispute Resolution Provider Organization and Provider Organization** mean any non-governmental entity that, or individual who, coordinates, administers, or provides the services of two or more dispute resolution neutrals. Provider organization does not include a court.
4. **Financial Interest** means a financial interest within the meaning of Code of Civil Procedure §170.5
5. **Lawyer in the arbitration** means the lawyer hired to represent a party in arbitration.
6. **Lawyer for a party** means the lawyer hired to represent a party in the arbitration and any lawyer or law firm currently associated in the practice of law with the lawyer hired to represent a party in the arbitration.
7. **Member of the arbitrator's immediate family** means the arbitrator's spouse or domestic partner [as defined in Family Code §297] and any minor child living in the arbitrator's household.
8. **Member of the arbitrator's extended family** means the parents, grandparents, great grandparents, children, grandchildren, great grandchildren, siblings, uncles, aunts, nephews and nieces of the arbitrator or the arbitrator's spouse or domestic partner [as defined in Family Code §297] or the spouse of such person.
9. **Party** means a party to the arbitration agreement;
 - (a) Who seeks to arbitrate a controversy pursuant to the agreement;
 - (b) Against whom such arbitration is sought; or
 - (c) Who is made a party to such arbitration by order of a court or the arbitrator upon such party's application, upon the application of any other party to the arbitration, or upon the arbitrator's own determination.
 - (d) Party includes the representative of a party.
10. **Party-arbitrator** means an arbitrator selected unilaterally by a party.
11. **Significant personal relationship** includes a close personal friendship.

II. DISCLOSURES COMMON TO ALL ARBITRATORS

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Are you or a member of your immediate or extended family a party, a party's spouse or domestic partner, or an officer, director, or trustee of a party? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Are you or your spouse, former spouse, domestic partner, child, or sibling, or your or your spouse's or domestic partner's parent, a lawyer in the arbitration? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are you or your spouse, former spouse, domestic partner, child, or sibling, or your or your spouse's or domestic partner's parent, the spouse or domestic partner of a lawyer in the arbitration? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are you or your spouse, former spouse, domestic partner, child, or sibling, or your or your spouse's or domestic partner's parent, currently associated in the private practice of law with a lawyer in the arbitration? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Do you or a member of your immediate family have or have any of you had a significant personal relationship with any party or a lawyer for a party? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- | | | |
|---|-------------------------------------|--------------------------|
| 6. Are you serving or, within the preceding five years, have you served as a neutral arbitrator in another prior or pending noncollective bargaining case involving a party to the current arbitration or a lawyer for a party; and/or as a party-appointed arbitrator in another prior or pending noncollective bargaining case for either a party to the current arbitration or a lawyer for a party; and/or as a neutral arbitrator in another prior or pending noncollective bargaining case in which you were selected by a person serving as a party-appointed arbitrator in the current arbitration? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|

PLEASE SEE
ATTACHED
DISCLOSURES

NOTE: If you answered "yes" to question no. 6 and are serving or have served in any of the capacities listed in question no. 6, then in the space below or on a separate sheet to be attached to this worksheet, you must disclose: the names of the parties in each prior and pending case and, where applicable, the name of the attorney representing the party in the current arbitration who is involved in the pending case, who was involved in the prior case, or whose current associate is involved in the pending case or was involved in the prior case; the results of each prior case arbitrated to conclusion, including the date of the arbitration award, identification of the prevailing party, the amount of monetary damages awarded, if any, and the names of the parties' attorneys.

NOTE: If the total number of cases disclosed in response to question no. 6 is greater than five, then you must provide a summary of these cases that states: the number of pending cases in which the arbitrator is currently serving in each capacity; the number of prior cases in which the arbitrator previously served in each capacity; the number of prior cases arbitrated to conclusion; and the number of such prior cases in which the party to the current arbitration, the party represented by the lawyer for a party in the current arbitration or the party represented by the party-arbitrator in the current arbitration was the prevailing party.

- | | | |
|---|--------------------------|-------------------------------------|
| 7. Are you serving or have you served as a dispute resolution neutral other than an arbitrator in another pending or prior noncollective bargaining case involving a party or lawyer for a party and you received or expect to receive any form of compensation for serving in this capacity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|-------------------------------------|

NOTE: For purposes of question no. 7, prior case means any case in which you concluded your service as a dispute resolution neutral within two years before the date of your proposed nomination or

appointment, but does not include any case in which you concluded your service before January 1, 2002.

NOTE: If you answered "yes" to question no. 7 and are serving or has served in any of the capacities listed in question no. 7, then in the space below or on a separate sheet to be attached to this worksheet, you must disclose: The names of the parties in each prior and pending case and, where applicable, the name of the attorney in the current arbitration who is involved in the pending case, who was involved in the prior case, or whose current associate is involved in the pending case or was involved in the prior case; the dispute resolution neutral capacity (mediator, referee, etc.) in which the arbitrator is serving or served in the case; in each such case in which you rendered a decision as a temporary judge or referee, the date of the decision, the prevailing party, the amount of the monetary damages awarded, if any, and the names of the parties' attorneys.

NOTE: If the total number of the cases disclosed in response to question no. 7 is greater than five you must also provide a summary that states: the number of pending cases in which the arbitrator is currently serving in each capacity; the number or prior cases in which the arbitrator served in each capacity; the number of prior cases in which the arbitrator rendered a decision as a temporary judge or referee; and the number of such prior cases in which the party to the current arbitration or the party represented by the lawyer for a party in the current arbitration was the prevailing party.

8. Do you have any current arrangement with a party concerning prospective employment or other compensated service as a dispute resolution neutral, or are you participating in, or within the last 2 years, have participated in discussions regarding such prospective employment or service with a party?

9. Do you have, or have you had any attorney-client relationship with a party or lawyer for a party?

NOTE: Attorney-client relationships include the following:

(a) An officer, a director, or a trustee of a party who is or, within the preceding two years, was your client in your private practice of law or a client of a lawyer with whom you are or were associated in the private practice of law;

(b) In any other proceeding involving the same issues, you gave advice to a party or a lawyer in the arbitration concerning any matter involved in the arbitration.

(c) You served as a lawyer for or as an officer of a public agency which is a party and personally advised or in any way represented the public agency concerning the factual or legal issues in the arbitration.

10. Do you or a member of your immediate family have or have any of you had any other professional relationship with a party or lawyer for a party?

NOTE: Professional relationships include the following:

(a) You or a member of your immediate family is or, within the preceding two years, was an employee of or an expert witness or a consultant for a party;

(b) You or a member of your immediate family is or, within the preceding two years, was an employee of or an expert witness or a consultant for a lawyer in the arbitration; and

(c) You are or, within the preceding two years, were associated in the private practice of law with a lawyer in the arbitration

11. Do you or a member of your immediate family have a financial interest in a party?

12. Do you or a member of your immediate family have a financial interest in the subject matter of the arbitration?
13. Do you or a member of your immediate family have an interest that could be substantially affected by the outcome of the arbitration?
14. Do you or a member of your immediate or extended family have personal knowledge of disputed evidentiary facts relevant to the arbitration?
- NOTE: A person who is likely to be a material witness in the proceeding is deemed to have personal knowledge of disputed evidentiary facts concerning the proceeding.
15. Are you a member in any organization that practices invidious discrimination on the basis of race, sex, religion, national origin, or sexual orientation?
- NOTE: Membership in a religious organization, an official military organization of the United States, or a nonprofit youth organization need not be disclosed unless it would interfere with the arbitrator's proper conduct of the proceeding or would cause a person aware of the fact to reasonably entertain a doubt concerning the arbitrator's ability to act impartially.
16. Are you aware of any other matter that might cause a person aware of the facts to reasonably entertain a doubt that you would be able to be impartial?
17. Are you aware of any other matter that leads you to believe there is a substantial doubt as to your capacity to be impartial, including, but not limited to, bias or prejudice toward a party, lawyer, or law firm in the arbitration?
18. Are you aware of any other matter that otherwise leads you to believe that your disqualification will further the interests of justice?
19. Do you have any permanent or temporary physical impairment that will cause you to be unable to properly perceive the evidence or properly conduct the proceedings?
20. Are there any constraints on your availability that will interfere with your ability to commence or complete the arbitration in a timely manner?
21. While the instant arbitration is pending, will you entertain offers of employment or new professional relationships in any capacity other than as a lawyer, expert witness, or consultant from a party or a lawyer for a party, including offers to serve as a dispute resolution neutral in another case?

PLEASE SEE
ATTACHED
DISCLOSURES

Please explain any "yes" answer to any question above and/or make any additional disclosures you believe are appropriate. (Attach additional sheets, if necessary.)

PLEASE SEE ATTACHED DISCLOSURES

III. DISCLOSURES IN CONSTRUCTION ARBITRATIONS

Instructions. Complete the following questions and the declaration *only if* serving on a binding arbitration of a claim for more than \$3,000 pursuant to a contract for construction or improvement of residential property consisting of 1-4 units.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| 1. Have you, your employer, or the arbitration service had a personal or professional affiliation with either party? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you, your employer, or the arbitration service been selected or designated as an arbitrator by either party in another transaction? | <input type="checkbox"/> | <input type="checkbox"/> |

I declare under penalty of perjury under the laws of the State of California that my responses to questions 1 and 2 of Section III are true and correct.

Date

Signature of Arbitrator

IV. GENERAL PROVISIONS APPLICABLE TO DISCLOSURE OBLIGATIONS

This section is intended to direct your attention to some general provisions that are applicable to disclosure obligations and is not intended to be a comprehensive listing of all provisions impacting your disclosure obligations. References to Standards are to the Ethics Standards for Neutral Arbitrators in Contractual Arbitration.

- **Collective bargaining cases excluded.** The terms "cases" and "any arbitration" do not include collective bargaining cases or arbitrations conducted under or arising out of collective bargaining agreements between employers and employees or between their respective representatives.
 - *Standard 7 (b)(1)*
- **Names of parties in cases.** When making disclosures about other pending or prior cases, in order to preserve confidentiality, it is sufficient to give the name of any party who is not a party to the pending arbitration as "claimant" or "respondent" if the party is an individual and not a business or corporate entity.
 - *Standard 7(b)(3)*
- **Time and manner of Disclosure.** Within 10 calendar days of service of notice of the proposed nomination or appointment, a proposed arbitrator must disclose to all parties in writing all matters listed in subdivisions (d) and (e) [of standard 7] of which the arbitrator is then aware. If an arbitrator subsequently becomes aware of a matter that must be disclosed under either subdivision (d) or (e) [of standard 7], the arbitrator must disclose that matter to the parties in writing within 10 calendar days after the arbitrator becomes aware of the matters.
 - *Standard 7(c)*
- **Continuing Duty.** An arbitrator's duty to disclose the matters described in subdivisions (d) and (e) [of standard 7] is a continuing duty, applying from service of the notice of the arbitrator's proposed nomination or appointment until the conclusion of the arbitration proceeding.
 - *Standard 7(f)*

- **General duty to inform him or herself.** A person who is nominated or appointed as an arbitrator must make a reasonable effort to inform himself or herself of matters that must be disclosed under standards 7 and 8.
 - *Standard 9(a)*
- **Obligation regarding extended family.** An arbitrator can fulfill the obligation under this standard to inform himself or herself of relationships or other matters involving his or her extended family and former spouse that are required to be disclosed under standard 7 by:
 - Seeking information about these relationships and matters from the members of his or her immediate family and any members of his or extended family living in his or her household; and
 - Declaring in writing that he or she has made the inquiry in (1).
 - *Standard 9(b)*
- **Obligation regarding relationships with associates of lawyer in arbitration.** An arbitrator can fulfill the obligation under this standard to inform himself or herself of relationships with any lawyer associated in the private practice of law with the lawyer in the arbitration required to be disclosed under standard 7 by:
 - Informing the lawyer in the arbitration, in writing, of all such relationships within the arbitrator's knowledge and asking the lawyer if the lawyer is aware of any other such relationships;
 - Declaring in writing that he or she has made the inquiry in (1) and attaching to this declaration copies of his or her inquiry and any response from the lawyer in arbitration.
 - *Standard 9(c)*
- **Obligation regarding service as a neutral other than an arbitrator before July 1, 2002.** An arbitrator can fulfill the obligation under this standard to inform himself or herself of his or her service as a dispute resolution neutral other than as an arbitrator in cases that commenced prior to July 1, 2002 by:
 - Asking any dispute resolution provider organization that administered those prior services for this information; and
 - Declaring in writing that he or she has made the inquiry in (1) and attaching to this declaration copies of his or her inquiry and any response from the provider organization.
 - *Standard 9(d)*
- **Obligation regarding relationships with provider organization.** An arbitrator can fulfill his or her obligation under this standard to inform himself or herself of the information that is required to be disclosed under standard 8 by:
 - Asking the dispute resolution service provider for this information; and
 - Declaring in writing that he or she has made the inquiry in (1) and attaching to this declaration copies of his or her inquiry and any response from the provider organization.
 - *Standard 9(e)*
- **Duties and limitations regarding future professional relationships or employment.**
 - **Offers as lawyer, expert witness, or consultant.** From the time of appointment until the conclusion of the arbitration, an arbitrator must not entertain or accept any offers of employment or new professional relationships as a lawyer, an expert witness, or a consultant from a party or a lawyer for a party in the pending arbitration.
 - *Standard 12(a)*
 - **Offers for other employment or professional relationships.** In addition to the disclosures required by standards 7 and 8, within ten calendar days of service of notice of the proposed nomination or appointment, a proposed arbitrator must disclose to all parties in writing if, while that arbitration is pending, he or she will entertain offers of employment or new professional relationships in any capacity other than as a lawyer, expert witness, or consultant from a party or a lawyer for a party, including offers to serve as a dispute resolution neutral in another case. A party may disqualify the arbitrator based on this disclosure by serving a notice of disqualification in the manner and within the time specified in Code of Civil Procedure section 1281.91(b).

- *Standard 12(b)*
- **Acceptance of offers prohibited unless intent disclosed.** If an arbitrator fails to make the disclosure required by subdivision (b) of this standard, from the time of appointment until the conclusion of the arbitration the arbitrator must not entertain or accept any such offers of employment or new professional relationships, including offers to serve as a dispute resolution neutral.
 - *Standard 12(c)*
- **Relationships and use of confidential information related to the arbitrated case.** An arbitrator must not at any time:
 - Without the informed written consent of all parties, enter into any professional relationship or accept any professional employment as a lawyer, expert witness, or a consultant relating to the case arbitrated; or
 - Without the informed written consent of the party, enter into any professional relationship or accept employment in another matter in which information that he or she has received in confidence from a party by reason of serving as an arbitrator in a case is material.
 - *Standard 12(d)*

THE ARBITRATOR'S OATH

State of }
County of } SS:

I attest that I have reviewed the panel biography, which the American Arbitration Association provided to the parties on this case and confirm it is current, accurate and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Commercial Arbitrators and/or all applicable statutes pertaining to arbitrator disclosures.

I understand that my obligation to check for conflicts and make disclosures is ongoing for the length of my service as an arbitrator in this matter, and that failing to make appropriate and timely disclosures may result in my removal as arbitrator from the case and/or my removal from the AAA's Roster of Neutrals.

The Arbitrator being duly sworn, hereby accepts this appointment, and will faithfully and fairly hear and decide the matters in controversy between the parties in accordance with their arbitration agreement, the Code of Ethics, and the rules of the American Arbitration Association will make an Award according to the best of the arbitrator's understanding.

Dated: 5/3/12 Signed: James M. Slater

Please note that while the Association makes this worksheet available to neutrals nominated or appointed to cases administered by the Association, the ultimate obligation for compliance lies with the neutral. You are encouraged to review any applicable statutory provisions, including those referenced in the introduction of this form (CCP §§ 1281.9, 1281.95 and 170.1, in addition to the Ethics Standards for Neutral Arbitrators adopted by the California Judicial Council). The Ethics Standards can be found in the Appendix to California Rules of Court, Division VI.

DISCLOSURE GUIDELINES
for
Neutrals serving on American Arbitration Association Cases

General

1. The American Arbitration Association Rules and the *Code of Ethics* require you to make full disclosure.
2. Your duty to make disclosures is ongoing throughout all stages of the arbitration. The Case Manager may prompt you to conduct a subsequent conflict check during key points of the case, but you should conduct such checks and make disclosures on your own initiative whenever new information about the case participants comes to light.
3. Any doubt as to whether or not disclosure needs to be made should be resolved in favor of disclosure. You should not judge the significance of the potential conflict but rather you should make the disclosure and let the parties determine its significance.
4. As a guiding principle, *if a relationship or interest crosses your mind – disclose it.*
5. You must disclose:
 - Any circumstance likely to give rise to *justifiable doubt* as to your impartiality or independence (*per AAA rules*).
 - Any interest or relationship that might create an *appearance* of partiality (*per the Code of Ethics*).
 - Any applicable statutes pertaining to arbitrator disclosures.

Financial

As to any party, attorney, witness and other arbitrator involved in *this* case, you must disclose any:

- Financial interest that is *direct* (existing or past) or *indirect* (existing or past).

Relational

You must disclose any *relationships* you have with any party, attorney, witness and other arbitrator involved in *this* case – this includes relationships with their:

- Families or household members
- Current employers
- Partners
- Professional and/or business associates

How to Disclose

When disclosing, *specificity* is extremely important. Provide enough detail in your disclosure so that the parties are fully informed of the potential conflict. Tell us:

- Who
- What
- When
- Where
- How

Failing to provide a sufficient level of detail will delay the confirmation of your appointment, as well as the progress of the case overall, since the Case Manager will need to contact you for additional information.

All disclosures must be provided in writing. In the rare situation where a disclosure comes to light at a hearing, you are obligated to excuse yourself from the proceeding and immediately contact the AAA who will facilitate the process for communicating the disclosure to the parties and obtaining their response. Pursuant to the AAA Rules, the AAA shall determine whether or not a challenge raised by a party to an arbitrator's continued service shall be granted or denied.

JAMES M. SLATER
Judge of the Superior Court, Retired

**Sitrick and Company, a division of Sitrick Brucko Group, LLC
v. Jeffrey Epstein**

AAA Case No. 72 147 00218 12 SIM

GENERAL DISCLOSURES

1. Although it does not concern this case, as a general disclosure you should be advised that my son, Michael P. Slater, was with the private law firms of Jory, Petersen & Sagaser (Fresno, CA) from 1990 to 1992, and Blumberg, Sang, Ikeda & Green (Fresno, CA) from 1992 to 1997. He was subsequently an Assistant City Attorney for the City of Fresno from 1997 to October, 2005. He then worked as Director of Forward Planning for Lennar Communities, Inc. through June, 2008, and was not practicing law. From July 14, 2008, he was a member of the law firm of Kimble, MacMichael & Upton in Fresno, California, specializing in real property law, and was General Counsel for Friant Development in Fresno, California. From April 1, 2010 to December 31, 2011, he was in the private practice of law as a sole practitioner, specializing in land use planning, real estate, environmental (CEQA), municipal law and strategy. Effective January 1, 2012, he is a member of the law firm of Powell & Pool in Fresno, California.

My step-daughter, Metta Grokenberger Krach, was employed with the Law Offices of Greenberg Traurig from June - August, 2000 as a summer associate, and then as a junior associate from October, 2001 through July, 2003 in the New York City office, and from August, 2003 through January, 2005 in the Santa Monica office, practicing solely transactional real estate law. From February, 2005 to present she has been employed by Gap, Inc. as Senior Corporate Counsel - Director with Gap, Inc. in San Francisco, California.

My daughter, Beth Dowd, is employed by Google, Inc. as the Executive Assistant for Nikesh Arora.

My sons-in-law, Brian Dowd and James O'Toole, are employed as Vice President Controller for Codexis, and Project Manager for ESA, respectively.

Gap, Inc. is a New York Stock Exchange traded company with offices, sales offices, real estate, retail outlets, etc., throughout the United States and in foreign countries. It is common practice for this corporation to contract with multiple outside counsel for legal advice and representation; therefore, it is impractical, if not impossible, to determine if any law firm or party has ever contracted with this corporation. In the event any party or counsel requires more information on this subject matter, please contact the case

manager with specifics.

My step-daughter, Callie Bennett, is employed by Gap, Inc., in New York City, NY, as Director of Creative Strategy for Banana Republic within Gap, Inc. My son-in-law, Jeremy Bennett, is employed by Bonobos, in New York City, NY.

My daughter, Susan O'Toole, worked for many years as a special education teacher, and now is a day-care provider.

My son, Matthew Slater, is a Physician Assistant, living in Seattle, WA. His wife, Elizabeth, works for the Seattle Zoo in their Human Resources Department.

My daughter-in-law, Laurel Slater, is a mathematics instructor at Fresno City College, in Fresno, CA.

My son-in-law, Keith Krach, the former CEO and Chairman of Ariba, is currently CEO and Chairman of the Board for DocuSign, as well as Chairman of the Board for Angie's List, and Purdue University Trustees.

2. As a further disclosure, this arbitrator will consider accepting future employment as an arbitrator or mediator with any of the attorneys or law firms involved in this case in the same manner as he will consider all other offers to employ his services.

3. Counsel for both claimants and respondents and/or members of their law firms may have appeared before me in the past when I was sitting as a Superior Court judge in the County of Santa Barbara. I retired from the Superior Court in January, 1997. I sat on assignment to the Superior Court on a part-time basis from that time until the end of 2002. I do not recall any of the cases either counsel or members of their firms may have appeared on, nor would any of their appearances before me have an effect on my judgment in this case.

4. In the past I have been affiliated with Judicate West of Santa Ana, California as an arbitrator and mediator. Presently, I still accept cases referred to me by that organization. I am affiliated with American Arbitration Association as an arbitrator and am a member of the AAA's Large Complex Case Panel and arbitrator on the Commercial, Employment and Construction Panels.

5. In October, 2004, I entered into an association for the practice of mediations and arbitrations with Kevin T. McIvers. This was an expense-sharing arrangement. No income or information from individual cases was shared. Kevin McIvers temporarily suspended his practice of mediations

and arbitrations effective April 1, 2010, and the association's business office was closed at that time. As of September, 2010, he has resumed his mediation practice under the name of McIvers & Slater; however, we have no joint office and are not involved in any income, expense or information sharing. If any attorney or party requires additional information regarding mediations or arbitrations conducted by Mr. McIvers for disclosure purposes, please inform the case manager.

6. I have made a diligent conflicts search based on the information that has been supplied to me.

I have been supplied with the names of the attorneys representing the parties in this matter and their respective law firms. I have not been supplied with the names of all partners, associates or other attorneys who are members of the respective law firms, whether located at the office of that law firm directly involved in this arbitration or at another office of that law firm located in the state of California, another state, or another country.

If any attorney or party requires the arbitrator to perform a conflicts review for disclosure purposes of any or all members of the law firms involved in this case, it is the ongoing obligation of that attorney or party to supply the necessary information to the arbitrator in a timely manner so as to allow sufficient time prior to the arbitration hearing date to input those names into the arbitrator's database and cross-check for any required disclosures.

It is the ongoing obligation of the attorneys or parties to disclose the names of additional parties, witnesses and attorneys directly involved in this arbitration to the other parties and the arbitrator, as well as the names of any attorneys who may join the law firms involved in this case if you wish to have a cross-check performed by the arbitrator for disclosure purposes. Compendiums of members of law firms are not considered accurate and, therefore, have not been used for purposes of conflicts review.

JAMES M. SLATER
Judge of the Superior Court, Retired

**Sitrick and Company, a division of Sitrick Brincko Group, LLC
v. Jeffrey Epstein**

AAA Case No. 72 147 00218 12 S1M

DISCLOSURES

1. Individual vs. Individuals; O'Neill, Lysaght & Sun: Invited to serve as Arbitrator on three-member panel 2004. Arbitration hearings: 2006 Interim and Final Awards: 2007
Jonathan B. Cole, Esq., of Nemecek & Cole, represented a party.
2. Vantage Law Group v. Cochran, Cherry, Givens & Smith: Invited to serve as Arbitrator on three-member panel, 2004. I served through the preliminary hearing only. Case settled prior to hearing. Hearing dates vacated and file closed.
Jonathan B. Cole, Esq., of Nemecek & Cole, represented a party.
3. Fagelbaum & Heller, LLP, and Individuals, and Philip Heller PLC v. Individual and Robert Smylie & Associates: Invited to serve as Arbitrator, 2006.
I served through the preliminary hearing only. Advised by AAA 11/06 that the case had been consolidated and the AAA case was being closed. Hearing dates vacated.
Frank W. Nemecek, Esq., of Nemecek & Cole, represented a party.
4. HealthQuest Consulting, Inc. v. Individual, and Healthcare Recovery Services: Invited to serve as Arbitrator 6/08. I served through the preliminary hearing only. Advised by AAA 4/09 of case settling. Hearing dates vacated.
Kirkland & Ellis was mentioned in the initial paperwork of the case, and is also mentioned in the initial paperwork of Sitrick and Company v. Jeffrey Epstein. I have no other knowledge or disclosure regarding this listing.

The above-stated disclosures will not affect my neutrality in this case.

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between:

Re: 72 147 00218 12 S1M
Sitrick and Company, a division of Sitrick Brincko
Group, LLC
VS
Jeffrey Epstein

Notice of Compensation Arrangements

To: Hon. James M. Slater

You have been invited to serve as an arbitrator in the above matter. It is important that you understand the terms of your compensation and the role you play in ensuring that you receive payment for fees and expenses that you may incur during your service. This invitation to serve is based on our assumption that unless your panel biography states otherwise, you are willing to comply with the Association's *Billing Guidelines for Commercial Neutrals*, which are available in Neutrals eCenter at www.adr.org. If you expect to assess charges that fall outside those guidelines and those charges are not detailed on your panel biography, you must notify the Association prior to accepting your appointment so that the parties can determine whether they still seek your services as an arbitrator.

Your Compensation

This matter is being administered under the Regular procedures of the Commercial Arbitration Rules. As such, you will be compensated at the following rates, per the rate structure indicated on your biographical record:

Hearing Time:	\$400.00 per hour
Study Time:	\$400.00 per hour
Cancellation:	Cancellation/Continuance fees: For cases with reserved time of 5 days or less, cancel/continuance within 30 days of 1st day of hearing = 50% of total fee for time reserved for hearing; within 20 days = 75%. For cases with reserved time of 6 days or more cancel/continuance within 60 days of 1st day of hearing = 50% of total fee for time reserved for hearing; within 30 days = 75%. The cancel/continuance fee will be reduced to the extent the vacated time is filled.

ALL "IN PERSON" (I.E. NON-TELEPHONIC) HEARINGS CONDUCTED OUTSIDE OF SANTA BARBARA AND VENTURA COUNTIES, CA. ARE CHARGED AT A MINIMUM OF 6 HOURS PER DAY (SEE RESUME)
Inasmuch as you are agreeing to serve in this matter at the above rate, any subsequent change to your published rate after your appointment will not apply to this case.

Your Expenses

On most cases, your expenses should be nominal and will be reimbursed immediately after you submit them. For any single expense over \$25, please include a receipt with your request for reimbursement.

If you anticipate that you will incur significant expenses, such as airfare or hotel room costs, please advise your Case Manager in advance so that the parties can be asked to make deposits prior to you incurring the expense.

Deposits and Payment

Payment for your compensation is the obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payment. During the course of the proceeding the Case Manager will ask that you provide an estimate of the amounts needed to cover your fees. Generally this occurs immediately after the preliminary hearing, although on longer or more complex cases it can occur immediately upon appointment or after each series of hearings.

Unless you specify otherwise, the parties are advised that deposits are due 30 days prior to the first hearing. No later than two weeks prior to the hearing, the Case Manager will advise you of the total amount on deposit. Should the parties fail to make deposits in a timely manner, you must determine whether to go forward or suspend the proceedings until such time as deposits have been made. If you decide to go forward without full deposits, you may not subsequently delay the rendering of the award for lack of payment of your fees. *The time to deal with this issue is prior to the commencement of the hearings.* Should you decide to suspend the proceedings, your Case Manager can assist you in issuing an appropriate order to the parties.

If you realize that you are spending more time on this matter than you originally estimated, it is your obligation to inform the Case Manager prior to exhausting the current deposit. The Case Manager will then make arrangements with the parties for additional deposits per your instructions.

In order to receive payment, please submit bills promptly. Your bills should be submitted in a format that is presentable to the parties, should detail the dates on which the charges were incurred and must correspond with the terms of compensation outlined herein. Upon receipt, the AAA will release payment from the amounts deposited by the parties. Should there be insufficient funds on deposit, you will not receive payment until the parties have made additional deposits. Further, we will not use one party's deposit to cover another party's obligation without written permission to do so.

In the event your Award is delivered prior to payment by the parties of the agreed upon compensation, the Association is authorized but not obligated to seek to collect these monies on your behalf by all lawful means to represent you in any action or proceeding for such recovery and to file a claim in any bankruptcy or insolvency proceeding for such monies. The Association may prosecute and receive any recovery on behalf of the undersigned and has full authority to compromise or settle such claims as may be, in its discretion, appropriate. However, under no circumstances whatsoever will the Association be liable for any failure to collect any or all the monies due. The Association is authorized to subtract a reasonable amount for collection and attorney's fees.

Failure to Disclose and Forfeiting Compensation

As an arbitrator in this matter, you have an ongoing obligation to disclose any direct or indirect relationship with the case participants. Your failure to make disclosures in a timely manner would be a serious transgression and may be grounds for your removal as arbitrator from this case and/or from the AAA's Roster of Neutrals. Should this occur, you may be required to forfeit the compensation for the time you spent on this matter after you should have made such disclosures.

If you are willing to serve on this matter per the compensation terms detailed above, please complete and sign the following section and return it, along with your Notice of Appointment, to your Case Manager.

ARBITRATOR MUST COMPLETE THE FOLLOWING SECTION

Compensation payments, and the corresponding IRS reporting, will be made to either to you individually (attributed to your Social Security Number) or to your employer (attributed to the Employer Identification Number), based on the preference you indicated and as recorded in your panel record. If you are unsure of your current payment preference, you may contact your Case Manager or the AAA Department of Neutrals' Services. Promptly inform the AAA if this information is incorrect or changes during the case, or if an address correction is necessary.

If the AAA does not have the payee's tax information on record, we must withhold 31% of compensation payments, as required by the IRS. Reimbursements of expenses are not subject to withholding and are not reported to the IRS.

PLEASE SEE ADDENDUM TO "NOTICE OF COMPENSATION ARRANGEMENTS" PER RESUME.
I am willing to accept appointment on this matter under the compensation terms detailed above.

Signed: _____

James M. Slater

Date: _____

5/3/12



American Arbitration Association

Dispute Resolution Services Worldwide

Billing Guidelines for Commercial Neutrals

One of the major objectives of arbitration is to reduce the costs of dispute resolution. Arbitration costs include both the fees of the American Arbitration Association (AAA) and the arbitrator's fees. It is imperative that you, the arbitrators, and we, the AAA, work together to ensure that no one is precluded by cost from using the arbitration process, which we all support as a valuable resolution technique. At the same time, both the AAA and arbitrators deserve to be fairly compensated for their time and services.

Neutrals should keep in mind the need for simplicity in their fee structure but rates are at the complete discretion of the neutral in most of our case types. Remember that case managers consider the rates and fee policies of neutrals as they develop lists for specific cases and by clients as they review the list.

We suggest the following guidelines:

Per Diem/Hourly Fees

- Your fees should be all inclusive. Per diem fees are expected to include a full day's hearing time (7 hours). With either per diem or hourly fees, no further billing should be submitted for (a) time spent discussing the case with AAA staff; (b) written, telephonic, faxed, and electronic communications with case management staff; (c) local travel time and expenses, (d) personal administrative assistants or (e) stamps, local telephone calls, copying of materials, etc.
- If you intend to charge for any of those costs separately from your hourly or per diem fee, you must so state in the fees section of your AAA panel biography.

Study Time

- If you intend to be compensated for study time, it must be listed as a separate fee on your panel biography. A detailed billing sheet documenting the specific activity and actual time spent should accompany the fee request on each case on which you serve.
- The possibility and extent of study time must also be discussed with the case manager at the time of your appointment or following the first preliminary hearing. Parties have a right to know in advance the approximate amount of your charges.

Cancellation Fees

- Since most AAA neutrals are busy practitioners, they do not charge a cancellation fee for postponements of hearing dates or cancellation because of settlement. If you require a cancellation fee, it must be listed as a separate fee on your resume, it should be for unusual circumstances, and it should require no more than 48 hours notice. Notice of postponements or cancellations may be received from a case manager by telephone or by e-mail. Any request for postponement or cancellation fees must be accompanied by a statement that you were unable to reschedule or make professional use of the billed time.

Expenses

- In most cases, no additional expenses will be incurred, as hearings will be held locally. If you serve as an arbitrator on a case outside your locale, clarify before the hearing that reasonable, necessary air travel, hotel room accommodations and meals will be reimbursed. Entertainment costs and personal expenses are not reimbursable.

Post-Award Activity

- If a request or remand by the court to modify an award is necessitated by an error on your part, you should dispose of the request or remand without additional compensation.
- If a request or remand for modification does not require a great deal of effort, such as the omission of a word in a company name, you should dispose of the request or remand without additional compensation.
- If the case in which a request or remand for modification is one in which you served for a flat fee (as in Commercial Expedited), do not charge additional sums to dispose of such requests.
- If a request or remand for modification is not the result of your error or requires significant effort on your part, then it is appropriate to be compensated for such activity. AAA will attempt to collect such compensation in advance, but that will often not be possible. Nonetheless, you should dispose of the request or remand expeditiously, even if such compensation has not been deposited in advance.

Billing Language

- The language used in describing fees and expenses should be clear and detailed, not summarized, as for example, "for services rendered."

Every effort will be made to collect arbitrator compensation before the hearing date. If the compensation has not been deposited, you will be given the option not to go forward with the hearing.

The Association reserves the right to refuse to forward bills to clients for reimbursement that deviate from these guidelines.

Revised April 17, 2003