



AMERICAN MEDIATION INSTITUTE

SPECIALISTS IN DISPUTE RESOLUTION

P.O. BOX 6832

ST. THOMAS, U.S. VIRGIN ISLANDS 00804

PHONE: [REDACTED]

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VIA EMAIL

June 2, 2017

TO: Christopher Kroblin, Esq.
Eugenio Geigel, Esq.
David E. Nichols, Esq.

FM: Nancy Clark

RE: LSJE, LLC v. Better Roads Asphalt Corporation
Case No. ST-16-CV-615

This will confirm the mediation of the above matter on Thursday, June 8, 2017 at 10:00 A.M. with David E. Nichols, Esq. as the Mediator. The mediation will take place at Kellerhalls & Ferguson, St. Thomas.

Attorney Nichols' mediation fee is \$400.00/hour (two-hour minimum) divided equally between counsel. We ask each attorney to forward a deposit in the amount of \$400.00.

NOTE: Attorney Nichols requests that counsel for each party forward a brief ex parte summary of the case. Without creating excess paper flow, please include copies of documents that you deem are important in this matter. Please forward the summary and documents via email to Attorney Nichols.

We look forward to assisting you in resolving this matter.

AGREEMENT TO MEDIATE

This is an Agreement to mediate signed by David E. Nichols, Esq. of American Mediation Institute, LSJE, LLC and Better Roads Asphalt Corporation the parties. The matter to be mediated is the settlement of a dispute involving the parties. The Mediation will be conducted according to this Agreement.

The purpose of this Agreement is to ensure that the parties to the mediation understand the nature, costs and terms of the mediator's services as well as the responsibility of the parties and the mediator to maintain the confidentiality of the mediation process.

The parties agree to abide by the following understanding:

Parties Initials:

_____ I understand that the mediator, although an attorney at law, does not and will not give legal advice while working as a mediator. The mediator is not my lawyer, but is employed only to assist us both as a mediator, facilitating discussions and negotiations. The mediator has encouraged me to employ legal and other professional counsel as I see fit to assist me in the mediation.

_____ I agree that I will not, at any time (before, during, or after mediation of this dispute), call the mediator as a witness in any proceeding concerning this dispute. Further, I agree that the mediator and all adverse parties have a privilege to refuse to testify and to prevent each and all others from testifying about communications of any kind made during any aspect of the mediation.

_____ I understand that the mediator is not employed to, or is expected to make any decisions for me. I do not expect the mediator to act as a judge for me.

_____ I agree that the mediator shall have the same immunity and protection from law suits from damages and other relief as a judge of a Superior Court or District Court of the United States Virgin Islands. Any attempt to break or question this Agreement in a court shall entitle the mediator to a judgment against the party breaching this Agreement or raising such questions, for the amount of the reasonable attorney's fees and the court costs and expenses incurred by the mediator as the result of such proceedings.

_____ I agree not to disclose to anyone, at any time, any communication made and documents produced during the mediation proceedings except for the disclosure of any settlement agreement, which is ultimately signed by the parties to the mediation. All statements made in mediator follow-up thereafter at anytime prior to complete settlement of this matter are privileged settlement discussions and are non-discoverable and inadmissible for any purpose including in any legal proceeding. I am

Mediation Agreement

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however free to discuss any communication made during the mediation proceedings with my attorneys, CPA's, religious and mental health counselors, provided that they are bound not to disclose these communications to third parties who could be required to disclose them to others.

_____ I understand that American Mediation Institute will charge us at the rate of \$400.00 per hour, (Two hour minimum) to be divided equally between counsel, I also agree to remit any balance due at the immediate conclusion of the mediation.

_____ **The attorneys are equally responsible with their client(s) for the mediation fee as acknowledged by their signature.**

_____ It is understood that the mediator may terminate or continue the mediation any time. The mediator shall not be required to disclose the reason for terminating or continuing the mediation, but may do so to the extent deemed appropriate.

LSJE, LLC

Party

BY: _____

Representative and/or Counsel

_____ Date

Better Roads Asphalt Corporation

Party

BY: _____

Representative and/or Counsel

_____ Date

ACCEPTED

_____ David E. Nichols, Esq.

Mediator

American Mediation Institute

_____ Date

Mediation Report

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_____ The matter has been recessed for further mediation.

_____ Other:

DATE: _____
AMERICAN MEDIATION INSTITUTE

David E. Nichols, Esq.
Mediator
1000 Blackbeard's Hill
St. Thomas, VI 00802
[REDACTED]

Distribution:
Christopher Kroblin, Esq.
Eugenio Geigel, Esq.