

## **Agreement to Arbitrate**

This agreement is entered into between xxx (the parties), their counsel and John Hohman, (arbitrator).

### **Arbitration Provisions**

1. **Arbitrator:** The parties appoint John A. Hohman, Jr, as arbitrator and this agreement confirms that appointment.
2. **Hearing Date, Time, Location and Procedures:** The arbitrator shall conduct an arbitration hearing on August 1, 2023 beginning at 8:30 AM. The session is expected to go until 12:30 PM. The arbitration hearing shall be conducted via the Zoom meeting platform. Adjournments will be at the discretion of the Arbitrator. At the hearing, and subject to the scheduling order attached to, and made a part of this agreement, the parties and their respective counsel shall have the opportunity to present material and relevant evidence and argument bearing on the matters to be decided. At the conclusion of the hearing, the arbitrator may direct counsel to submit written proposed findings of fact and conclusions of law. The arbitrator will issue a written decision within 21 days of the conclusion of the proceeding. The arbitration shall be governed by and conducted in accordance with Michigan Compiled Laws section 691.1681, et. seq., (the Michigan Uniform Arbitration Act). The arbitrator has the powers as set forth in the Michigan Uniform Arbitration Act.
3. **Issues to Arbitrate:** The issues to be arbitrated are;
  - a. whether the Trustees to the xx should be compelled to account between January 1, 2014 and March 15, 2015 as well as between December 2015 and January 31, 2019, and if an accounting for those periods is ordered, who should bear the expense of

preparation

**4. Arbitrator's Fee:**

The arbitrator will be compensated at the rate of \$420 per hour for arbitration services. Arbitration services include correspondence and meetings with parties and counsel prior to the arbitration hearing, and prior to the signing of this agreement, review of documents in preparation for arbitration hearing, conducting the arbitration hearing, review of evidence submitted, post hearing correspondence with parties and counsel, and writing the arbitration decision. The arbitrator's preliminary estimate of the total time he will spend on this matter is eight hours. The arbitrator's fee shall be paid by the Parties in equal shares (with xxx paying 50% and xxx paying 50%). The arbitrator fee shall be paid in installments. The first installment of \$3,360 (\$1,680 each) shall be paid on or before July 29, 2023. If the arbitrator's total time expended on this matter exceeds eight hours, a second installment shall be paid prior to the release of the arbitrator's decision. The second installment shall be payment in full for all arbitration services rendered up through the release of the arbitrator's decision. If the time spent by the arbitrator through the release of the decision is less than eight hours, the arbitrator shall refund any overpayment at the time of the release of the decision. Notwithstanding the foregoing, as a part of the decision, the arbitrator may apportion the arbitrator fee among the parties in any percentage he deems appropriate.

**5. Other Terms**

(a) The parties agree to be bound by the laws of the State of Michigan, during Arbitration process. The parties also agree that the Rules of Evidence may be applied or relaxed at the sole discretion of the Arbitrator, during the proceedings.

(b) The parties agree that the any party requesting a court recorder during the Arbitration hearing shall be responsible for the cost of the court recorder. The Arbitrator may also record the proceeding for his own assistance in preparing the Arbitration award.

(c) The format for the Arbitration shall be solely determined by the Arbitrator, with the objective of expediting the hearing.

(d) Except with the written consent of the other party or their counsel, no party or anyone acting on behalf of a party, shall have any private or ex-parte communication with the Arbitrator on any matter related to this proceeding.

(e) The parties agree that they will not make any claim against the Arbitrator based on any act or omission in his role as Arbitrator in this proceeding and the Arbitrator is fully vested with judicial immunity.

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John A. Hohman, Jr., Arbitrator

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Date signed

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Xx

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Date signed

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xxxxxxxxxxxxx

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Date signed