



**Trial By Judge Agreement**  
**ADR Systems File # xxxxxxxxxxxx**  
**Insurance Claim # xxxxxxxxxxxx**  
**Court # xxxxxxxxxxxx**

**I. Parties**

A. xxxxxxxxxxxxxxxx

B. xxxxxxxxxxxxxxxx

**II. Date, Time and Location of the Trial**

Date: xxxxxxxxxxxxxxxx  
Time: xxxxxxxxxxxxxxxx  
Location: xxxxxxxxxxxxxxxx  
**Contact:** xxxxxxxxxxxxxxxx

All neutrals for these matters at ADR Systems are independent contractors. They are not involved, in any way, in the ownership, administration or management of the business.

**III. Trial Ready**

Each party ("Party") to this agreement ("Agreement") hereby agrees that by submitting this dispute for binding trial (the "Trial") to ADR Systems of America, L.L.C., ("ADR Systems") that the dispute is "trial ready" and they waive their right to bring any case-dispositive motion (such as a motion for summary judgment) to the trial judge ("Trial Judge") for resolution and that no further discovery will be sought unless agreed to by the Parties.

**IV. Rules Governing the Trial**

**A. Powers of the Trial Judge**

1. The Parties agree that xxxxxxxxxxxxxxxx shall serve as the sole Trial Judge in this matter.
2. The Trial Judge shall have the power to administer oaths and affirmations to witnesses; to determine the admissibility of evidence; and to rule upon the law and the facts of the dispute. The Trial Judge shall also have the power to rule on objections to evidence which arise before or during the Trial.

3. The Parties agree that the Trial Judge shall decide all issues necessary to issue a decision on liability and damages (the “Decision”). Any other issues to be decided must be agreed upon by the Parties, and included in this Agreement.
4. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

#### **B. Rules Governing the Trial**

1. The Parties agree that the Trial should be governed by the Illinois Code of Civil Procedure, Illinois Supreme Court Rules, and the Illinois Rules of Evidence (collectively, the “Rules”), unless the Parties stipulate otherwise.
2. The Trial Judge may consider motions in limine submitted in conformity with the Trial Judge’s scheduling order.
3. The Parties agree that live testimony will be presented at the Trial in accordance with the Rules unless otherwise stipulated to by the Parties or otherwise permitted under the Rules (for example, the use of evidence depositions).
4. The Parties shall agree as to whether they will have, following the completion of the evidentiary portion of the Trial, closing argument and/or post-trial submissions, or both. If the Parties cannot agree, the Trial Judge shall determine whether it is appropriate to have closing argument and/or post-trial submissions, or both.
5. The Trial Judge shall NOT have the authority to award punitive damages unless all Parties agree in writing that the Trial Judge shall have such authority, and such writing is provided to the ADR Systems case manager before the commencement of the Trial.
6. The Trial Judge will issue a non-reasoned Decision within 15 (fifteen) days of the close of the evidence and post-trial submissions and/or closing argument, unless the Parties agree that the Trial Judge should issue a reasoned Decision on the issues presented for the Trial. The Trial Judge shall issue a reasoned Decision within 60 (sixty) days of the close of the evidence and post-trial submissions and/or closing argument.
7. Following the issuance of the Decision, the Parties shall not be permitted to file any motions for reconsideration, except to the extent the Decision contains an erroneous calculation. The Trial Judge shall have the discretion to request a response from the non-moving Party to this limited motion for reconsideration or further reply by the moving Party. The Trial Judge shall issue a ruling on the limited motion to reconsider within 30 (thirty) days of the completion of the briefing and/or oral argument on that motion. The Parties Agree that no motion to reconsider a ruling on a motion to reconsider shall be allowed.
8. Within 180 (one-hundred and eighty) days of the Trial Judge issuing their Decision, ADR Systems shall destroy all submissions and protected health information created, maintained, or received by ADR Systems on behalf of each Party, that ADR Systems maintains in any form. ADR Systems shall retain no copies of submissions and any protected health information unless the Parties agree and consent to ADR Systems maintaining the documents for an additional 180 (one-hundred and eighty) days. Upon written notice from a party that the case has been dismissed in court or resolved after a Trial at ADR Systems, any submissions will be destroyed within 60 (sixty) days of receipt of the notice.

### **C. Decision Limit**

1. The Parties may agree prior to the Trial that a minimum and maximum amount will serve as parameters for the Decision (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
2. The Parties agree that they will not disclose any high/low agreement between them to the Trial Judge.
  - a. Violation of this rule set forth in Paragraph (C)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Trial Judge upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Trial from the point of objection to its completion; or to terminate the Trial at the point of objection. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and
  - b. If the Trial is terminated as null and void, all costs of the Trial will be charged entirely to the disclosing Party. A new trial shall then take place with a new trial judge from ADR Systems at a new date. If the Trial is not terminated, the costs of the Trial shall remain the responsibility of each Party or in accordance with the Agreement.

### **D. Appeal**

By agreement of the Parties, the Trial Judge's Decision will be final and binding and not subject to appeal.

### **V. Effect of this Agreement**

- A. After the commencement of the Trial, no Party shall be permitted to cancel this Agreement or the Trial, and the Trial Judge shall render a Decision that shall be in accordance with the terms set forth in this Agreement. When the Trial Judge's Decision is rendered, the Trial is resolved, and any award arising from this Trial shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Trial is based.
- B. The Parties further agree that upon the completion of the Trial, any pending litigation will be dismissed, with prejudice, as to those Parties participating in the Trial, except to the extent the pending litigation must remain open in order to address any liens, including contractual rights of subrogation owed pursuant to Illinois law or the law of any applicable jurisdiction.

### **C. Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party and ADR Systems.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by email, if necessary, and the contract changes **MUST** be made by ADR Systems. No changes made outside

these guidelines will be accepted. Furthermore, if the amended Agreement made by ADR Systems is not signed by both Parties, this Agreement shall be enforced in its original form, without changes.

## VI. Trial Costs

### A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Trial Judge's estimated review, Trial, and Decision time ("Trial Costs"). **The required deposit amount is \$xxxxxx per Party and is due by xxxxxxxxxxxx.** Any unused portion of the deposit will be refunded. If the Trial Judge's review, Trial and Decision time go over the estimated amount, each Party will be invoiced for the additional time.
2. For a Trial requiring multiple, consecutive days, Parties must reserve and submit a deposit to cover all days. Any unused days will be billed at the eight hour minimum, unless the Trial Judge's time can be rescheduled. Example: if a Trial is scheduled for two consecutive days, and it is resolved on day one, the Parties are still responsible for the eight hour minimum charge for day two, unless the Trial Judge's time can be rescheduled.
3. Trial Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of any special fee arrangements.**
4. All deposits are due three weeks prior to the Trial. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties three weeks prior to the Trial.
5. ADR Systems requires **21-day notice in writing or via electronic transmission** of cancellation or continuance. For a Trial **cancelled or continued** within 21 days of the Trial, the Party causing the cancellation will be billed for the Trial Costs of all the Parties involved, which include the eight hour per day minimum, additional review time, and any other expenses incurred. If the cancellation is by agreement of all Parties, or if the case has settled within 21 days of the Trial, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Trial Judge's lost time can be rescheduled.

<b>Administrative Fee</b>	<b>\$xxx.xx per Party (Non-refundable)</b>
<b>Trial Judge's Review Time</b>	<b>\$xxx.xx per hour, split equally between Parties</b>
<b>Trial Time</b>	<b>\$xxx.xx per hour, split equally between Parties</b>
<b>Trial Judge's Decision Writing Time</b>	<b>\$xxx.xx per hour, split equally between Parties</b>
<b>Trial Judge's Travel Time (if any)</b>	<b>\$xxx.xx per hour, split equally between Parties</b>

### B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Trial Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Trial, including, but not limited to, outside room rental fee, meals, express mail and

messenger charges, and any other charges associated with the Trial, will be billed equally to the Parties at the time of the invoice.

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 (fifteen) days of invoice.

## VII. Privacy Policy

- A. You acknowledge that as a result of ADR Systems' provision for our services to you under this Agreement, ADR Systems will have access to your and your client's personally identifiable information. You hereby acknowledge that you have read, understand and agree to our permissions, restrictions and obligations with respect to such information in the ADR Systems' privacy policy which can be found on our website at [www.adrsystems.com/legal-notices](http://www.adrsystems.com/legal-notices). This privacy policy, as may be amended from time to time by ADR Systems, is incorporated into this Agreement by reference, and you agree to our rights to use all such information as described therein.

## VIII. Retention of Video Recordings

- A. Unless we are notified in writing that you want a copy of the video recording of the settlement or award, ADR Systems will destroy the video recording of the settlement or award within 365 (three hundred sixty-five) days of the conclusion of your session.

## IX. Acknowledgment of Agreement

- A. **By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.**
- B. **Each Party is responsible for only his/her own signature where indicated, and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.**

By: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX Date

By: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX Date

By: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX Date

By: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX Date

Date of the Trial: xxxxxxxxxxxx  
ADR Systems File # xxxxxxxxxxxx  
ADR Systems Tax I.D. # xxxxxxxxxxxx

SAMPLE