

18. Agreement to refer disputes to judicial referee: We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship unmarred by disputes between us. In the event you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. We will do the same if we perceive a problem with the representation. It is our belief that most problems can be resolved by good faith discussion between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussion between us.

18.1 We believe that such disputes, if they cannot be resolved by good faith discussions between us, can be resolved more quickly and with less expense to all concerned by submitting the dispute to a judicial referee instead of by court action.

18.2 THEREFORE, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US REGARDING ANY MATTER (EXCEPT AS SPECIFICALLY SET FORTH IN PARAGRAPH 17 ABOVE) RELATING TO OR ARISING OUT OF OUR ENGAGEMENT BY YOU, OR YOUR OR OUR PERFORMANCE OF THE AGREEMENT PURSUANT TO WHICH OUR SERVICES ARE PERFORMED, INCLUDING THE QUALITY OF THE SERVICES WHICH WE RENDER AND CLAIMS OF PROFESSIONAL NEGLIGENCE, OR ANY CLAIM OF INTENTIONAL OR NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS OR ANY CLAIM OF BREACH OF CONTRACT, BREACH OF FIDUCIARY DUTY, BREACH OF CONFIDENTIAL RELATIONSHIP, FRAUD, MISREPRESENTATION OR ANY INTENTIONAL OR NEGLIGENT TORT CLAIM, THE DISPUTE SHALL BE DETERMINED, SETTLED AND RESOLVED BY CONFIDENTIAL JUDICIAL REFEREE IN LOS ANGELES, CALIFORNIA ACCORDING TO THE PROCEDURES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. THE COURT SHALL APPOINT A REFEREE, WHO THE PARTIES AGREE SHALL BE A RETIRED SUPERIOR COURT JUDGE WITH FAMILY LAW EXPERIENCE, WHO SHALL HEAR THE DISPUTE, MAKE FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND ISSUE A REPORT AND DETERMINATION. THE REFEREE'S DECISION SHALL BE THE JUDGMENT OF THE COURT, WHICH IS REQUIRED TO ENTER JUDGMENT ON THE REFEREE'S DECISION UPON THE REQUEST OF THE PREVAILING PARTY. THE COURT MAY, UPON MOTION FOR A NEW TRIAL, SET ASIDE OR MODIFY THE REFEREE'S DECISION, REOPEN THE PROCEEDINGS FOR FURTHER EVIDENCE, OR MODIFY THE JUDGMENT IN

WHOLE OR IN PART. THE REFEREE'S DECISION IS SUBJECT TO REVIEW AN APPEAL AS IF THE COURT HAD MADE IT.

18.3 YOU UNDERSTAND AND AGREE THAT SUCH A JUDICIAL REFERENCE WILL RESULT IN YOUR NOT BEING ABLE TO HAVE YOUR COMPLAINTS OR DISPUTES ABOUT ANY OF THE MATTERS REFERRED TO IN PARAGRAPH 18.2, INCLUDING YOUR COMPLAINTS ABOUT THE QUALITY OR NATURE OF OUR LEGAL REPRESENTATION OF YOU, DECIDED BY A COURT WITH OR WITHOUT A JURY. YOU UNDERSTAND THAT ALL ISSUES WILL BE DECIDED BY THE JUDICIAL REFEREE, AND NOT BY A COURT OR JURY.

18.4 YOU UNDERSTAND THAT, EXCEPT FOR THIS JUDICIAL REFERENCE PROVISION IN OUR ENGAGEMENT AGREEMENT, YOU WOULD HAVE HAD THE RIGHT TO HAVE ALL SUCH COMPLAINTS OR DISPUTES TRIED AND DECIDED BY THE LOS ANGELES SUPERIOR COURT AND DETERMINED BY A JURY.

18.5 BECAUSE THERE IS NO PROVISION FOR JURY TRIALS IN A REFEREE PROCESS, BY ENTERING INTO THIS AGREEMENT WITH THIS REFEREE PROVISION, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL. LIKEWISE, WE ARE WAIVING THE RIGHT TO A JURY TRIAL BY ENTERING INTO THIS REFEREE AGREEMENT. BECAUSE THIS IS AN IMPORTANT WAIVER, PLEASE PUT YOU INITIALS AT THE BOTTOM OF THIS PARAGRAPH 18.5 INDICATING THAT YOU UNDERSTAND THE CONTENTS OF PARAGRAPHS 18.2, 18.3, 18.4, AND 18.5, AND AGREE TO CONTENTS OF THESE PARAGRAPHS, INCLUDING THE WAIVER SET FORTH IN THIS PARAGRAPH 18.5. YOU ALSO ACKNOWLEDGE THAT WE HAVE INFORMED YOU THAT WE WOULD NOT ACCEPT YOUR CASE WITHOUT THIS REFEREE PROVISION BEING PART OF OUR AGREEMENT.

Please initial here: _____

18.6 IN THE EVENT OF A JUDICIAL REFERENCE, THE FOLLOWING PROCEDURES SHALL APPLY:

18.7 QUALIFICATIONS OF THE REFEREE: The dispute shall be decided by a