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| D.N. FST-FA\_\_-2354678-S | |  |
| JOHN DOE  v. | )))) | superior court  FOR THE JUDICIAL DISTRICT OF  STAMFORD/NORWALK  AT STAMFORD |
| JANE DOE | ) | SEPTEMBER \_\_, 20\_\_ |

#### **BINDING ARBITRATION AGREEMENT, POST-JUDGMENT**

**1. Purpose**

The parties, John Doe and Jane Doe, after full and complete discussions with their respective counsel, \_\_\_\_\_\_\_\_\_\_, Esq. and Matthew F. Dolan, Esq., have elected to enter into Arbitration. The parties have been made fully aware of their right **not** to enter into Arbitration and to have all or portions of their matter heard to completion by the Superior Court.

The parties shall submit this Agreement, along with signed sworn affidavits, to the Superior Court for approval pursuant to C.G.S. Sec. 52-408 et seq., and the Arbitration provided for herein shall proceed only after the Superior Court has made a thorough inquiry and is satisfied that (a) each party entered into this Agreement voluntarily and without coercion, and (b) this agreement is fair and equitable under the circumstances. In the event the Superior Court does not approve this Agreement, the terms hereof shall be void.

The parties agree that they have entered into this agreement voluntarily and without coercion. The parties further agree that they believe this agreement is fair and equitable under the circumstances. The parties further agree that the alternatives to and repercussions of binding Arbitration have been fully explained to them by counsel.

Neither party to this Agreement shall have the right, or power, to revoke this Agreement. The parties agree that the Superior Court shall have the explicit power to compel either party to complete the Arbitration, even *in absentia*, regardless of whether he or she is represented by present counsel.

In the event either party hereto shall act inconsistently with the provisions as set forth herein, said party shall pay reasonable legal fees of the other in all respects. Furthermore, the parties shall be estopped from acting in any fashion inconsistent with the provisions of the provisions herein.

**2. Issues Submitted to Arbitration**

The parties agree that the following issues in their action for dissolution of marriage shall be submitted to Arbitration:

1. Pleading #133.00: Plaintiff’s August 22, 20\_\_ Motion for Contempt, Post-Judgment
2. Pleading #134.00: Plaintiff’s August 22, 20\_\_ Motion for Contempt, Post-Judgment
3. Pleading #135.00: Plaintiff’s August 22, 20\_\_ Motion to Modify Child Support, Post-Judgment
4. Pleading #151.00: Defendant’s October 26, 20\_\_ Motion for Order re: Communication, Post Judgment
5. Pleading #155.00: Defendant’s July 19, 20\_\_ Motion to Modify Alimony and Custody, Post Judgment
6. Pleading #166: Defendant’s August 10, 20\_\_ Motion to Modify Child Support and Extra Contributions, Post Judgment

These issues may be expanded upon or deleted by mutual written agreement, or at the Arbitrator’s sole discretion, at any time prior to the closing of the Arbitration.

**3. Choice of Arbitrator & Responsibility for Associated Fees**

The parties hereby agree to retain Hon. Lynda Munro, Munro at Law, PLLC and Pullman and Comley as the Arbitrator.

The parties will be equally responsible for the advance retainer and all subsequent fees of Hon. Lynda Munro. Arbitration fees shall be charged in accordance with the Arbitration Retainer Agreement.

**4. Arbitrator Immunity**

The parties agree that Hon. Lynda Munro, Munro at Law, PLLC and Pullman and Comley shall not be liable to the parties for any act or omission relating to the Arbitration, nor shall they be subject to subpoena or other process in any judicial or regulatory proceedings relating in any way to this Arbitration. Hon. Lynda Munro shall enjoy the same immunity as that enjoyed by Connecticut State and Federal judges.

**5. Communication with the Arbitrator**

During the Arbitration, no private, ex parte communication with Hon. Lynda Munro is allowed. All written communications to Hon. Lynda Munro shall be sent contemporaneously and, by the same means, to all other parties and/or counsel involved.

**6. Review of Hon. Lynda Munro’s Award**

Hon. Lynda Munro’s decision shall be final and binding upon both parties and shall not be appealable under any circumstances. The parties, upon the advice of counsel, have been made fully aware that they are giving up their right to appeal by entering into this Agreement.

**7. Jurisdiction**

Hon. Lynda Munro has the authority to rule on her own jurisdiction, including the existence of or the scope and/or validity of this Agreement.

**8. Enforcement by Arbitrator of Arbitration Process**

The parties and their counsel understand the importance of resolving this matter expeditiously. They will, within the bounds of advocacy, fully cooperate with each other. They will cooperate in scheduling conferences, hearings, and the exchange of exhibits and discovery. Hon. Lynda Munro may assess sanctions, counsel fees, costs, and other relief to a litigant for the other party’s failure to comply with the Arbitration process or any of her rulings or directives.

**9. Exchange of Exhibits and Pre-Trial Memorandum**

By a date determined by Hon. Lynda Munro, except by separate agreement of the parties, counsel shall exchange with each other copies of all exhibits they intend to submit at the Arbitration and shall also exchange with each other, and forward to Hon. Lynda Munro, electronically the following:

1. Current sworn financial affidavits, including a detailed income statement, a list of assets and liabilities, the sworn-to value of all assets, current value of all retirement and employment benefits and any proposed distribution;
2. A list of all pending motions, including motions to be decided before the start of trial (in limine) and motions for protective order;
3. Written proposed orders in accordance with Practice Book Sec. 25-30(c) and (d), which shall be comprehensive and set forth the parties’ requested relief;
4. A list of the names of all witnesses each party reasonably expects to call as part of their case in chief, as well as any reasonably anticipated rebuttal witnesses, including an identifier (that is, party, eyewitness, or expert). Include any expected scheduling problems. Note: This order does not replace or change the requirements of Practice Book Sec. 13-4 about the manner and time for expert witness disclosure;
5. A list of exhibits each party reasonably expects to introduce in evidence, indexed by P plus a number for the plaintiff, and D plus a letter for the defendant, with a brief description of each exhibit, indicating whether any party objects to the admission of the exhibit and if so, including a statement of the grounds for the objection.
6. The parties agree that a list of admissions summarizing the already completed requests to admit shall be entered into evidence.

The parties, unless otherwise agreed, shall be prepared to argue any objections to proposed exhibits and any preliminary motions affecting the conduct of the Arbitration before the start of evidence.

**10. Request for Postponement/Continuance**

The Connecticut Superior Court shall retain jurisdiction with respect to the postponement and/or continuance of any portion the Arbitration upon the request of a party.

**11. Commencement of the Arbitration**

The Arbitration shall take place at a date, time and location agreed upon by the parties within the next 90 days. There will be breaks, as necessary, at the discretion of Hon. Lynda Munro, or by agreement of the parties.

**12. Record of the Proceedings**

Hon. Lynda Munro may tape record all or part of the Arbitration for her own use, which recording shall not be deemed an official evidential record, nor used in any subsequent proceedings. Any such recording shall be the property of Hon. Lynda Munro and shall be promptly destroyed after the final Award and period for correction of the Award. Neither party shall procure appropriate services to record the proceedings of the Arbitration proceedings.

**13. Application of Law**

The parties agree to be guided by the laws of the State of Connecticut during the arbitration process and with respect to the substantive issues submitted for resolution by the Arbitrator.

**14. Rules of Procedure for Arbitration**

The Connecticut Code of Evidence shall apply except if its rigid application will prevent Hon. Lynda Munro from forming a complete understanding of all relevant and material facts. Hon. Lynda Munro shall control the admission of evidence.

The format for the arbitration shall be determined by Hon. Lynda Munro, with the objective of expediting the presentation, while at the same time, providing the opportunity for each party to present material and relevant evidence as to the relevant considerations of any Connecticut Statute or law providing guidance with respect to the issues set forth in Paragraph 2 above. The parties shall be placed under oath and they shall endeavor to proceed as they would in a trial before a Superior Court Judge. Counsel shall be permitted final arguments and responses thereto upon the conclusion of testimony.

Hon. Lynda Munro has the right to proceed with the Arbitration if a party is absent without good cause and when proper notice of the Arbitration has been given and reasonable efforts have been made to secure the party’s attendance. Hon. Lynda Munro however, will not base her Award solely on the default of a party, but rather on the evidence presented by the appearing party.

**15. Post- Arbitration Briefs**

Hon. Lynda Munro may require post-arbitration briefs on her own initiative. If post-arbitration briefs are being submitted, Hon. Lynda Munro will establish a briefing schedule.

**16. Close of the Arbitration**

Once the Arbitration is completed, and all briefs received (if required), the Arbitration shall be considered closed.

**17. Re-Opening of the Arbitration**

In the event there is newly discovered evidence at any time after the conclusion of the evidentiary portion of the Arbitration, but prior to the approval by the Superior Court of the arbitration award, either party may file a motion to open or similar motion with the arbitrator in order to seek to open the evidence and present the newly discovered evidence. If the motion is granted, the arbitrator shall schedule a hearing on the newly discovered evidence and shall, if the decision has not already been issued, issue a decision within 30 days of the conclusion of the hearing on the newly discovered evidence; or if the decision has been issued, issue an amended or supplemental decision within 30 days of the conclusion of the hearing on the newly discovered evidence.

**18. Time of and Form of Award**

Within 30 days after the close of the Arbitration, Hon. Lynda Munro will issue an arbitration award in writing, and deliver a copy of said award to counsel for each party, by email or otherwise. Counsel for the parties, or either of them, may take all necessary steps to have said award submitted to and affirmed or accepted by the Superior Court. Notwithstanding anything to the contrary set forth herein, the parties shall be entitled to seek, from Hon. Lynda Munro, clarification or articulation of the award and those rights are governed by the Rules and law applicable to this Arbitration. The findings of fact and legal conclusions made by the arbitrator shall not be reserved as an issue for appeal. The parties are separately acknowledging this in Schedule A appended hereto. It is the intent of the parties that Hon. Lynda Munro’s decision shall be unequivocally binding without the opportunity for appeal in any forum.

Hon. Lynda Munro may grant any remedy, and/or equitable or legal relief, that a party could receive in a court action.

The time frame for the Award may be lengthened by Hon. Lynda Munro, for good cause, with the agreement of the parties.

**19. Settlement**

If the parties reach agreement any time prior to the issuance of a final Award, Hon. Lynda Munro shall issue a consent Award incorporating their agreement, which shall include provision for the payment of all costs associated with the Arbitration.

**20. Correction and Clarification**

Within 20 days of the Award being issued, either party may request that Hon. Lynda Munro correct any clerical, typographical or computation error or clarify any portion of the Award. The other party may address the request within 10 days thereafter.

Within 15 days of that party’s response, Hon. Lynda Munro shall respond to the request but Hon. Lynda Munro is prohibited from re-determining the merits of claims already decided. Hon. Lynda Munro shall retain jurisdiction to correct and clarify the Award.

**21. Confidentiality and Privacy**

Hon. Lynda Munro shall maintain the confidential nature of the Arbitration and the award, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by law or judicial decision. He may issue orders to protect the confidentiality of proprietary information or other sensitive information.

Hon. Lynda Munro may exclude any non-party from any part of the Arbitration.

The parties agree that the Arbitration, and all information divulged or obtained during the Arbitration, shall remain confidential as to any third party and shall not be shared, or communicated in any manner, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by law or judicial decision.

**22. Settlement Discussions or Mediation Discussions**

In the event the parties, at any time by agreement, request that Hon. Lynda Munro participate in settlement discussions, each party thereby waives his or her right to seek to disqualify Hon. Lynda Munro from further participation in the Arbitration and from rendering a final Award.

**23. Interpretation of Arbitration Agreement**

Hon. Lynda Munro will make any necessary decisions regarding the interpretation of the Arbitration Agreement, applicable rules and/or law.

**24. Modification of Arbitration Agreement**

This Arbitration Agreement may be modified by written agreement of the parties to the dispute, subject to the approval of Hon. Lynda Munro. Such approval shall not be unreasonably withheld.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Matthew F. Dolan

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John Doe Jane Doe

SCHEDULE A

Both parties acknowledge that they have read the provisions of this arbitration agreement and in particular the provisions of Paragraph 18. Neither party shall challenge the right of appeal as set forth in Paragraph 18 and may only seek an appeal consistent with the provisions of Paragraph 18.

APPROVED AS TO FORM AND SUBSTANCE:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

KRISTEN FERRANTI RAYMOND FERRANTI

Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**