

GROUPWORKS WEST

“Making Connections, One Child at a Time.”

MEDIATION & ARBITRATION

(PLEASE READ THIS DOCUMENT CAREFULLY)

ALL DISPUTES ARISING OUT OF, OR IN RELATION TO, CHRISTOPHER MULLIGAN, LCSW AND/OR GROUPWORKS WEST INC., PROVIDING SOCIALIZATION TRAINING AND/OR PSYCHOTHERAPY SERVICES, SHALL FIRST BE REFERRED TO MEDIATION, BEFORE, AND AS A PRECONDITION OF THE INITIATION OF ARBITRATION. THE MEDIATOR SHALL BE A NEUTRAL THIRD PARTY CHOSEN BY AGREEMENT BETWEEN CHRISTOPHER MULLIGAN, AS PRESIDENT OF GROUPWORKS WEST INC., AND CLIENT(S). THE COST OF SUCH MEDIATION SHALL, IF ANY, BE DIVIDED EQUALLY, UNLESS OTHERWISE AGREED UPON.

IN THE EVENT MEDIATION IS UNSUCCESSFUL, ANY UNRESOLVED DISPUTES BETWEEN CHRISTOPHER MULLIGAN AND/OR GROUPWORKS WEST AND CLIENT(S), WILL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION IN LOS ANGELES COUNTY IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION WHICH ARE IN EFFECT AT THE TIME OF THE DEMAND FOR ARBITRATION IS FILED.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT YOUR ACCOUNT IS UNPAID AND THERE IS NO AGREEMENT ON A PAYMENT PLAN, CHRISTOPHER MULLIGAN/GROUPWORKS WEST CAN, AT HIS SOLE DISCRETION, USE A COURT OF COMPETENT JURISDICTION, TO INITIATE LEGAL PROCEEDINGS TO OBTAIN PAYMENT.

THE PREVAILING PARTY IN ANY SUCH ARBITRATION OR COLLECTION PROCEEDING SHALL BE ENTITLED TO RECOVER A REASONABLE SUM FOR COSTS (E.G., ATTORNEY’S FEES). IN THE CASE OF ARBITRATION, THE ARBITOR WILL DETERMINE THAT SUM.

CLIENT SIGNATURE DATE

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