

AGREEMENT FOR ARBITRATION

THIS AGREEMENT is entered into among the parties to Donald L. Barnett v. Jack A. Hicks, et al., King County Superior Court No. 88-2-04148-2. The parties make this agreement in order to transfer this case from Superior Court into private arbitration.

1. The parties agree to use Hon. Walter Deierlein as an arbitrator provided he can try this matter by January 31, 1991¹. If he cannot, Hon. G. Shellan will be used as an arbitrator provided he can try the matter by January 31, 1991¹. If he cannot, the parties agree in good faith to choose another arbitrator.

2. The arbitrator shall hear the parties preliminary motions, including motions to use depositions, amend counterclaims, and substitute parties at least five court days prior to any hearing on cross-motions for summary judgment. In the event the arbitrator rules that it is appropriate for depositions in other cases involving these parties to be used in this action, the prevailing party shall move for an order in the appropriate Superior Court for King or Pierce County to release the depositions from seal and re-seal them in this proceeding and the other party shall approve said order for entry.

3. Superior Court proceedings shall be stayed and the parties shall litigate before an arbitrator in accordance with the Civil Rules for Superior Court, the King County Superior Court Local Rules, the Rules of Evidence, and statutes governing civil

ORIGINAL EXHIBIT A

cases, with the arbitrator functioning in the role of a judge. Either party may apply to superior court for judicial confirmation of any order or award entered by the arbitrator, and the court shall confirm such order or award. All parties agree to be bound by the decision of the arbitrator unless the decision is overturned by a court. The arbitrator shall have power to rule on any appropriate pretrial motion. Any superior court order entered upon a motion to confirm an order or award shall be subject to review by the appellate courts under applicable rules, and review, if granted, shall extend to the arbitration proceedings just as if the arbitration proceedings had occurred in superior court, subject to the power of the arbitrator to seal portions of the record as provided in this agreement. Upon timely request, any third party witness may be identified in the record and on appeal by a code which does not disclose their identity and the arbitrator shall comply with such a request.

4. Community Chapel and Bible Training Center ("CC") shall pay all costs of the arbitration, including any court reporter, from any of the proceeds of sale of any of its property including excess interest over \$18,500 and principal. The source of such payment is at CC's discretion.

5. The defendants shall keep segregated the net proceeds of sale of the west campus, but shall be entitled to use \$18,500 per month from the interest on those proceeds for ordinary and necessary business expenses, not including attorney fees related to

this proceeding, until a final order or award is entered by the arbitrator at which time the arbitrator may amend this arrangement pending appeal in accordance with applicable Washington law.

6. All proceedings before the arbitrator shall be confidential and all parties and attorneys agree, except as described below, not to disclose any of the evidence or argument presented in the proceedings to any other person, unless otherwise ordered by a court. The attorneys may disclose such proceedings as necessary to their staff assisting in the preparation of this case, and shall direct such staff to keep such matters confidential. The attorneys may disclose information to potential or actual witnesses, but only to the extent necessary for prosecution of the arbitration, and only if the witness signs a written agreement to maintain the confidentiality of the information.

7. The parties agree to request of all courts hearing an appeal of the award or order of the arbitration that any record of arbitration necessary for confirmation or review by the courts be sealed to the extent necessary to protect the confidentiality of matters of a private and intimate nature which would prove embarrassing or humiliating if revealed publicly.

8. The arbitration on the merits shall proceed by January 31, 1998¹⁹⁹⁸ or as soon thereafter as reasonably practicable. *Rdy*

9. The arbitrator's powers shall include the powers conferred on arbitrators by RCW 7.04.110 and the arbitrator shall issue any subpoena requested by any party on an ex parte basis, but notice of such issuance shall be given to the opposing party after issuance on a timely basis.

10. No party, attorney, or anyone on their behalf shall make ex parte contact with the arbitrator, except as set forth in the previous paragraph.

11. No evidentiary implications shall arise from this agreement other than as specifically set forth in the foregoing paragraphs.

Date:

Donald Lee Barnett
Donald L. Barnett, Plaintiff

Date:

Robert W. Johnson
Robert W. Johnson, Attorney for Plaintiff

Date:

9-11-90

David Motherwell
David Motherwell, Sr. Elder

Date:

9/4/90

Jeff McGregor
Jeff McGregor, Sr. Elder

Date:

9-4-90

John Bergin
John Bergin, Sr. Elder

Date:

Robert J. Rohan
Robert J. Rohan, of Rohan, Goldfarb, Breskin & Shapiro, P.S., Attorney for Defendants