
C - B A N D



RELOCATION PAYMENT
CLEARINGHOUSE

DISPUTE RESOLUTION PLAN

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This Dispute Resolution Plan ("Plan") has been prepared by the Relocation Payment Clearinghouse in furtherance of its dispute resolution obligations, as set forth in the Report and Order and Order of Proposed Modification and rules ("Report and Order") adopted by the Federal Communications Commission ("FCC") in GN Docket No. 18-122. The Plan has not been approved by the FCC. In the event of a conflict between the Plan and the Report and Order, the Report and Order shall control.

Contact

Joseph P. Markoski
Squire Patton Boggs (US) LLP
2550 M Street, NW
Washington, DC 20037
T: 202.626.6634
F: 202.626.6780
Joseph.markoski@squirepb.com

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1. Introduction

The Federal Communications Commission (“FCC” or “Commission”), in its Report and Order and Order of Proposed Modification (“Order”),¹ has directed the Relocation Payment Clearinghouse (“RPC” or “Clearinghouse”) “to mitigate financial disputes among stakeholders” during the course of the reconfiguration of the C-band. ¶256; § 27.1414. The Commission has authorized the RPC to mediate such disputes. ¶ 268. The Order further provides that, if the disputant parties are unable to reach agreement through mediation, they may request expedited non-binding arbitration. ¶ 268. If any issues still remain unresolved, the Order requires the RPC to forward to the Wireless Telecommunications Bureau (“Bureau”) “the entire record” of the dispute (“Record”), “including such dispositions thereof that the Clearinghouse has considered.” ¶ 269; § 27.1421(c). The Order also empowers the RPC to refer the disputant parties to non-RPC alternative dispute resolution fora. ¶ 268.

The RPC’s Independence Management Plan requires the Clearinghouse’s dispute resolution responsibilities to be performed by the RPC General Counsel, Squire Patton Boggs (US) LLP (“SPB”) pursuant to a transparent and published dispute resolution plan. This document (the “Dispute Resolution Plan” or “Plan”) sets forth the procedures that will be followed by the RPC in carrying out its dispute resolution obligations under the Order. Because of the RPC’s unique role (*i.e.*, its duty to mediate and arbitrate financial disputes and recommend resolutions) and its obligation to comply with the Order’s stringent time frames, the RPC will employ procedures that are informed by, but do not mirror, extant alternative dispute resolution (“ADR”) procedures utilized by other ADR bodies and institutions.

The RPC may utilize both SPB and non-SPB mediators and arbitrators (“RPC Mediators” and “RPC Arbitrators”).

RPC Mediators, RPC Arbitrators and other ADR entities shall apply the substantive guidance provided by the Order and by RPC policies issued pursuant thereto (hereinafter, “RPC Policies”), as set forth below. If the parties to mediation or non-binding arbitration reach agreement regarding disputed financial issues before the dispute has been referred to the Bureau, the costs or payments in question shall be subject to the approval of the RPC.

2. RPC Jurisdiction

The primary role of RPC Mediators and RPC Arbitrators is to assist C-band stakeholders in resolving disputes regarding the financial aspects of rebanding the C-band.² In cases where a voluntary agreement is not forthcoming following mediation or non-binding arbitration, the RPC’s Chief Mediator will forward to the Bureau the Record of the dispute, including the RPC’s recommendations for resolving the issues that the parties have been unable to resolve. ¶ 269; § 27.1421(c)(1). Once the Record is forwarded to the Bureau, the role of RPC Mediators and RPC Arbitrators in the resolution of a dispute will come to an end.

¹ *Expanding Flexible Use of the 3.7 to 4.2 GHz Band*, GN Docket No. 18-122, Report and Order and Order of Proposed Modification, 35 FCC Rcd 2343 (2020); *Erratum*, 35 FCC Rcd 2343 (2020); *Second Erratum*, 35 FCC Rcd 2343 (2020) (collectively, the “Order”). Paragraph (“¶”) numbers refer to the numbered paragraphs of the Order. Section (“§”) numbers refer to the relevant FCC rules, 47 C.F.R. § 27.1421.

² The Clearinghouse “may mediate any disputes regarding cost estimates or payments that may arise in the course of band reconfiguration.” Order, 35 FCC Rcd at 2499, ¶ 268; 47 C.F.R. § 27.1421(b).

The Relocation Coordinator is responsible for mediating disputes involving the scheduling of relocation activities and receiving notice from earth station operators and other satellite operators of disputes related to the comparability of facilities, workmanship, or preservation of service during the reconfiguration of the C-band (which will be forwarded to the Commission with a recommendation as to how the disputed issues should be resolved). ¶¶ 309, 314; § 27.1413(b)(6). The RPC will not have any role in the resolution of such disputes, although any financial disputes that arise during C-band incumbent interactions with the Relocation Coordinator will be subject to the RPC's dispute resolution process.

RPC Mediators and RPC Arbitrators will not mediate disputes involving challenges to RPC Policies. Such policies are subject to review by the Bureau. ¶ 269; § 27.1421(c).

3. Purpose of Dispute Resolution Plan

The purpose of mediation and arbitration, as outlined in this Dispute Resolution Plan, is to facilitate – to the maximum extent possible – the resolution of disputes between C-band stakeholders by the parties themselves. Mediation and non-binding arbitration are means to an end, not ends in and of themselves. RPC Mediators and RPC Arbitrators will therefore administer the mediation and arbitration processes set forth in this Plan in a flexible, but fair, manner, giving due regard to the interests of the parties in achieving a mutually satisfactory resolution of the issues in dispute.

4. Staffing

The RPC General Counsel shall be responsible for selecting the Chief Mediator and managing the availability, training and assignment of a sufficient number of RPC Mediators and RPC Arbitrators (both SPB and non-SPB) to mediate and arbitrate disputes involving C-band stakeholders. All RPC Mediators and RPC Arbitrators shall receive instruction regarding, *inter alia*, the Order and the Commission's rules, RPC Policies, the current and future allocation of the C-band, C-band stakeholders, the relevant technology used by earth station operators, satellite operators, and fixed service licensees, and the types of disputes that may arise during the reconfiguration of the C-band.

5. Conflicts

RPC Mediators and RPC Arbitrators shall abide by the Rules of Professional Conduct of the District of Columbia Bar and, in the case of RPC Mediators and RPC Arbitrators who are not members of the District of Columbia Bar, the Rules of Professional Conduct or Code of Professional Responsibility of the jurisdiction in which they principally practice. In the event that two jurisdictions' rules permit differing results, the RPC Mediator or RPC Arbitrator shall abide by the stricter rule, *i.e.*, the rule that imposes a higher duty or obligation. Insofar as non-lawyers may serve as advisors to RPC Mediators and RPC Arbitrators, they shall analyze and resolve conflicts in the same manner as if they were lawyers subject to the Rules of Professional Conduct of the District of Columbia Bar.

SPB shall comply with the RPC's Independence Management Plan and shall not represent C-band stakeholders in connection with the reconfiguration of the C-band or the resolution of reconfiguration disputes. Non-SPB RPC Mediators and RPC Arbitrators shall be subject to the same restrictions applicable to SPB, SPB RPC Mediators and SPB RPC Arbitrators.

Representatives, principals, and employees of CohnReznick LLP, Intellicom Technologies, Inc., and Reed Strategy LLC shall not serve as RPC Mediators or RPC Arbitrators. Representatives, principals, and employees of CohnReznick LLP, Intellicom Technologies, Inc., and Reed Strategy LLC may, in the discretion of the RPC's General Counsel, participate in Commission or other briefings regarding the dispute resolution process.

6. Records, Confidentiality, and Security

SPB shall maintain a docketing and document management system (“DMS”) that tracks disputes referred to RPC Mediators and RPC Arbitrators. The DMS shall also serve as the repository for all documents required to be included in the Record of a mediation or arbitration, as set forth below. The DMS will also serve as the repository for the notes and working papers of RPC Mediators and RPC Arbitrators, but these notes and working papers shall be maintained separately, deemed pre-decisional work-product, and not be included in the Record of any mediation or arbitration. Access to the DMS will be limited to RPC Mediators and RPC Arbitrators and specifically authorized support staff. The RPC will also implement appropriate measures to ensure the secure transmission of Record materials between the disputant parties and RPC Mediators and RPC Arbitrators, and between the RPC and the Bureau.

Given the expedited schedules prescribed by the Commission’s rules within which mediations and arbitrations must be completed (and, if necessary, referred to the Bureau), and the delays that would attend collateral disputes about the confidentiality of individual documents, all Record documents shall be treated as confidential by the RPC, RPC Mediators and RPC Arbitrators. The parties, however, should clearly mark any documentary evidence they consider to be confidential or highly confidential.

The Record of a mediation or arbitration shall only be disclosed in accordance with the Order (§ 269; § 27.1421), this Dispute Resolution Plan, and any protective order issued by the Commission. The RPC General Counsel, RPC Mediators and RPC Arbitrators may also issue protective orders, when appropriate, to address the confidentiality concerns of the disputant parties. Although not part of the Record, the notes and working papers of RPC Mediators and RPC Arbitrators shall also be treated as confidential. Prior to forwarding the Record of a mediation or arbitration to the Bureau, the RPC will request that the Record be withheld from public inspection or, in the alternative, that the parties be given an opportunity to redact the Record before it is publicly disclosed by the Commission.

Upon the involvement of an RPC Mediator in the mediation of a dispute, the parties to the dispute shall be required to execute an agreement (in the form set forth in [Annex I](#) hereto and appearing on the RPC website): (a) waiving their rights under the Uniform Mediation Act, similar legislation or common law to prevent the disclosure to the Commission of mediation communications (*i.e.*, oral or written statements made, and other information disclosed, during the mediation process); and (b) agreeing not to: (i) call as a witness or attempt to compel the testimony of the RPC or any RPC Mediator; (ii) subpoena or attempt to compel production of any records of the RPC or any RPC Mediator; or (iii) sue or make a claim against the RPC or any RPC Mediator in any litigation or other adversarial proceeding of any nature, including administrative proceedings before the FCC, with respect to any mediation conducted by an RPC Mediator or any information obtained by an RPC Mediator in connection with such mediation when acting within the scope of his or her duties.

Upon the involvement of an RPC Arbitrator in the arbitration of a dispute, the parties to the dispute shall be required to execute an agreement (in the form set forth in [Annex II](#) and appearing on the RPC website): (a) waiving their statutory, administrative and common law privileges or rights to confidentiality specified in the rules or statutes governing arbitration adopted by any applicable state, federal authority or arbitral body, including without limitation federal or state courts, to prevent the disclosure to the Commission of arbitration communications (*i.e.*, oral or written statements made, and other information disclosed, during the arbitration process); and (b) agreeing not to: (i) call as a witness or attempt to compel the testimony of the RPC or any RPC Arbitrator; (ii) subpoena or attempt to compel production of any records of the RPC or any RPC Arbitrator; or (iii) sue or make a claim against the RPC or any RPC Arbitrator in any

litigation or other adversarial proceeding of any nature, including administrative proceedings before the FCC, with respect to any arbitration or related proceeding, ruling or decision made or conducted by an RPC Arbitrator or any information obtained by an RPC Arbitrator in connection with such arbitration when acting within the scope of his or her duties.

These agreements will promote open and candid communications between the parties and RPC Mediators and RPC Arbitrators, and will permit the RPC to comply with its obligation to submit the Record of, and recommend the resolution of, issues that remain in dispute. The work product of RPC Mediators and RPC Arbitrators will not be part of the Record when a dispute is referred to the Bureau.

RPC Mediators may initiate or receive *ex parte* communications to explore the parties' positions. No information obtained from an *ex parte* communication shall be relied upon in recommending a resolution of the issues in dispute to the Commission or made part of the Record unless timely disclosed to the other party.

With the approval of the RPC General Counsel, RPC Mediators and RPC Arbitrators may consult with other components of the RPC to the extent necessary to ensure that the RPC Mediators and RPC Arbitrators consider all relevant RPC Policies and information. Such policies and information shall be made part of the Record to the extent relied upon by an RPC Mediator or RPC Arbitrator in recommending a resolution of the dispute.

7. Costs and Expenses

In carrying out their responsibilities under this Dispute Resolution Plan, RPC Mediators and RPC Arbitrators shall employ efficient and cost-effective procedures.

The costs and expenses incurred by the parties in the mediation of disputes shall be borne by the parties and shall not be considered reimbursable expenses. The costs and expenses incurred by the RPC shall be administrative costs of the RPC.

The costs and expenses incurred by the parties in expedited, non-binding arbitration, including the costs and expenses of the RPC and RPC Arbitrator (or other arbitrator), shall be borne and shared by the parties, and shall not be considered reimbursable expenses. ¶ 268; § 27.1421(b)(3).

The costs and expenses incurred by the parties in seeking Bureau or Commission resolution of disputes shall be borne by the parties and shall not be considered reimbursable expenses.

8. Objections and Mediation

8.1. Objections

8.1.1 Objections by C-band Incumbents

An incumbent space station operator ("SSO"), incumbent earth station operator (whether making a lump sum or cost-based claim), incumbent fixed service licensee (or surrogate performing work on behalf of these incumbents), or a programmer designated by an SSO ("C-band Incumbents") claiming reimbursement of its relocation costs must file an objection with the RPC if the claimant disputes the RPC's determination regarding the reimbursement of the claimant's relocation costs. § 27.1421(a). A C-band Incumbent may not file an objection to a claim for reimbursement of relocation costs made by another C-band Incumbent.

Objections must be filed with the RPC no later than twenty days after (but no sooner than) the date on which the RPC provides the claimant with notice that invoices including the RPC's determination regarding the reimbursement of the claimant's relocation costs have been provided to overlay licensees.

The objection should be in the form set forth in [Annex III](#) hereto (and appearing on the RPC website) and must include:

- (a) The full legal name of the party filing the objection;
- (b) The name, title, telephone number, and email address of the individual representing the objecting party, including counsel (if any);
- (c) The relocation costs disallowed by the RPC which the claimant disputes; and
- (d) A brief statement of the grounds for the objection and the requested relief.

8.1.2 Objections by Overlay Licensees

An overlay licensee must file an objection if it disputes:

- (a) A claim for reimbursement of relocation costs submitted by a C-band Incumbent;
- (b) The apportionment of relocation costs among overlay licensees;
- (c) The pro rata share of overlay licensees for accelerated relocation payments;
- (d) A six-month estimate of relocation costs;
- (e) An invoice of approved reimbursement claims; or
- (f) Any other payment or cost-sharing obligation.

For purposes of this section, an overlay licensee is an Auction 107 winning bidder, or other person or entity that becomes a licensee in the 3.7 GHz Service (as defined by Section 27.4 of the Commission's rules), including its successor or assign for use of the 3.7 GHz Service spectrum.

Objections must be filed with the RPC no later than twenty days after (but no sooner than) the date on which the RPC provides the overlay licensee with a statement or invoice that includes one or more of items (a) through (f) set forth above (to which the objection relates). § 27.1421(a). In the absence of an objection, approved C-band Incumbent reimbursement claims will be paid within thirty days of the date of invoice, subject to the availability of funds.

The objection should be in the form set forth in [Annex III](#) hereto (and appearing on the RPC website) and must include:

- (a) The full legal name of the party filing the objection;
- (b) The name, title, telephone number, and email address of the individual representing the objecting party, including counsel (if any);
- (c) The claim for reimbursement, apportionment of relocation costs, pro rata share of accelerated relocation payments, six-month estimate of transition costs, invoice of approved reimbursement claims, or other payment or cost-sharing obligation that is disputed; and
- (d) A brief statement of the grounds for the objection and the requested relief.

8.2. Commencement of Mediation

Upon receipt of the objection, the Chief Mediator will notify the RPC and make a preliminary determination whether the disputed matter is subject to dispute resolution by the RPC. If necessary to make such a determination, the Chief Mediator may refer the objection to an RPC Mediator for further investigation.

An objection filed by a C-band Incumbent disputing the RPC's determination regarding the reimbursement of the claimant's relocation costs is not subject to dispute resolution by the RPC if the claimant's relocation costs in question are not also the subject of an objection filed by an overlay licensee. In such cases, the claimant may pursue an appeal of the RPC's determination with the Bureau. An objection filed by a C-band Incumbent regarding a claim for reimbursement of relocation costs made by another C-band Incumbent is also not subject to dispute resolution by the RPC. An objection filed by any party regarding a matter within the jurisdiction of the Relocation Coordinator is also not subject to dispute resolution by the RPC.

If the Chief Mediator determines that an objection is not subject to dispute resolution by the RPC, the Chief Mediator will so advise the RPC and the parties, along with a statement of reasons for that determination.

If an objection is determined to be subject to dispute resolution by the RPC, the Chief Mediator will issue a Notice of Commencement of Mediation advising the parties that they have been referred to mediation and that an RPC Mediator has been assigned to assist the parties in resolving their dispute. A C-band Incumbent whose relocation costs are disputed by an overlay licensee will be a party to mediations initiated pursuant to Section 8.1.2 above. Overlay licensees whose payment or cost-sharing obligations would increase as a consequence of an objection filed by another overlay licensee will also be parties to mediations initiated pursuant to Section 8.1.2 above.

Upon issuance of the Notice of Commencement of Mediation:

- (a) The RPC will defer any further action with respect to the disputed reimbursement request until such time as the RPC has been advised by the Chief Mediator that the dispute has been resolved;³ and
- (b) The RPC will defer payment of the disputed amount of a payment or cost-sharing obligation until such time as the RPC has been advised by the Chief Mediator that the dispute has been resolved.

8.3. Conduct of the Mediation

Upon commencement of mediation, the RPC Mediator shall conduct joint and ex parte conferences as deemed necessary to identify the issues in dispute, establish a schedule for the exchange of information, and determine what further mediation steps, if any, may assist the parties in reaching agreement, including further mediation sessions (by teleconference, videoconference or in person). Absent extraordinary circumstances, there shall not be an oral evidentiary hearing. Upon a finding of extraordinary circumstances, the RPC Mediator may conduct an oral evidentiary hearing at which

³ If a C-band Incumbent files an appeal with the Bureau in the circumstances noted above, the RPC will also defer further action with respect to the disputed reimbursement request until such time as the dispute has been resolved by the Commission. ¶ 269; § 27.1421(c).

testimony shall be given on the record. Such hearing shall be transcribed unless otherwise directed by the RPC Mediator

The RPC Mediator may issue such orders as the RPC Mediator deems appropriate to the orderly conduct of the mediation.

The mediation shall not be governed by formal rules of evidence. A party requesting reimbursement of relocation costs shall bear the burden of proof that such costs are necessary, reasonable and actual; provided, however, that relocation costs that fall within the estimated range of costs in the Cost Catalog⁴ shall be presumed reasonable. A party disputing the apportionment of relocation costs, the pro rata sharing of accelerated relocation payments, six-month estimate of transition costs, invoice of approved reimbursement claims, or other payment or cost-sharing obligation shall bear the burden of proof. The preponderance of the evidence test shall be applied by the RPC Mediator in recommending the resolution of disputed facts.

8.4. Proposed Resolution Memoranda

If the parties are unable to reach agreement, the RPC Mediator shall direct the parties to file with the RPC Mediator and serve each other with Proposed Resolution Memoranda (“PRMs”), attested to by the parties, pursuant to a schedule prescribed by the RPC Mediator.

All PRMs shall be submitted no later than the fifteenth day of the mediation period, except as otherwise specified by the RPC Mediator after consultation with the Chief Mediator. The PRMs shall include:

- (a) A summary of the party’s most recent offer or counter-offer;
- (b) An identification of any information requested by the party but withheld by the other party, including arguments whether such information (i) is essential and (ii) has been unreasonably withheld;
- (c) A discussion of each issue in dispute, with reference to supporting documents or other exhibits contained in an Appendix to the PRM, and the party’s proposed resolution of each issue; and
- (d) An Appendix containing an index and consecutively paginated copies of all documents and other exhibits the party deems relevant to resolution of the disputed issues, provided that a party need not reproduce material contained in the other party’s Appendix. (A party’s PRM may cite to material contained in the other party’s Appendix.)

Unless otherwise directed by the RPC Mediator, PRMs and the accompanying Appendices shall be filed in PDF format using the secure file transfer mechanism designated by the RPC Mediator. The parties may request that the RPC Mediator designate the same file transfer mechanism to accomplish service on the other party or agree to another means of service. All submissions by the parties shall be in the form and contain the information set forth in Annex V hereto.

⁴ See *Wireless Telecommunications Bureau Releases Final Cost Category Schedule for 3.7-4.2 GHz Band Relocation Expenses and Announces Process and Deadline for Lump Sum Elections*, Public Notice, 35 FCC Rcd 7967, 7979 (2020) (“*Cost Catalog Public Notice*”). The Cost Catalog is set forth as an Attachment to the *Cost Catalog Public Notice*. See *id.* at 7994 (“*Cost Catalog*”).

8.5. The Record and Recommended Resolution of the Issues in Dispute

The RPC Mediator shall compile the Record and issue a recommended resolution of the issues in dispute within thirty days of submission of the final PRM. ¶¶ 268; § 27.1421(b).

The recommended resolution shall include, *inter alia*:

(a) A recommended resolution of each factual issue in dispute that the RPC Mediator deems relevant to the merits of the dispute and a statement of reasons for each recommendation. Recommendations with respect to disputed facts shall be based solely upon the matters in the Record. A recommended resolution may include alternative recommendations or a recommendation that further proceedings be conducted with respect to particular issues.

(b) A recommended resolution of each legal or policy issue in dispute. Recommendations with respect to disputed legal or policy issues shall be based on the Order, RPC Policies issued pursuant thereto, and relevant Commission precedent. In cases in which disputed legal and policy issues are not addressed by the Order, RPC Policies or Commission precedent, the recommended resolution shall identify these issues for decision by the Commission.

The Record shall consist of:

(a) The objection which initiated the dispute;

(b) The parties' PRMs (including any Appendices relied upon by the parties or RPC Mediator) and any supplements or amendments thereto;

(c) Any stipulations entered into by the parties;

(d) The recommended resolution and all notices or orders issued by the RPC Mediator;

(e) RPC Policies that are referenced by the RPC Mediator in the recommended resolution;

(f) Written communications and other information relied upon by the RPC Mediator in the recommended resolution or otherwise determined by the RPC Mediator to be appropriate for inclusion in the Record; and

(g) Copies of proposed replies or amendments to the parties' PRMs or Appendices that the RPC Mediator did not permit or consider in preparing the recommended resolution.

The RPC Mediator will serve the parties with the recommended resolution and index of the Record upon issuing the recommended resolution.

8.6. Referral to the Bureau

If the parties have not otherwise reached agreement and do not request expedited non-binding arbitration within ten days of the date of the recommended resolution of the dispute, the Chief Mediator shall forward the Record to the Bureau and so advise the RPC. ¶¶ 269; § 27.1421(c).

The parties are encouraged to continue negotiating after the Record has been submitted to the Bureau. If the parties reach agreement by accepting the recommended resolution or otherwise, they shall provide a copy of their agreement to the RPC Mediator, who will so advise the RPC.

9. Expedited Non-Binding Arbitration

9.1. Commencement of Arbitration

Within five business days of the date on which the RPC Mediator issues a recommended resolution of the issues in dispute in a mediation conducted pursuant to Section 8 above, any party to the mediation may request expedited non-binding arbitration by the RPC or other arbitrator by submitting a Request for Non-Binding Arbitration (“Request”) with the RPC (using the form set forth in [Annex IV](#) hereto and appearing on the RPC website). ¶ 268; § 27.1421(b). The Request shall specify whether arbitration by an RPC Arbitrator or other arbitrator is requested, and whether all parties to the underlying mediation agree to arbitration. The Request shall be served electronically in PDF format on the representatives of the parties that participated in the mediation conducted by the RPC Mediator.

The expedited non-binding arbitration must be completed within thirty days of the date of the RPC Mediator’s recommended resolution of the issues in dispute, without regard to whether the arbitration is conducted by an RPC Arbitrator or other arbitrator. ¶ 268; § 27.1421(b).

9.2. Appointment of an Arbitrator

If a party requests non-binding arbitration by an RPC Arbitrator and the other parties to the underlying mediation confirm their agreement to such arbitration, the Chief Mediator shall promptly issue a Notice of Commencement of Arbitration appointing a single arbitrator.

If the parties request non-binding arbitration by other than an RPC Arbitrator, the parties shall be responsible for securing the services of such an arbitrator. The parties shall also be responsible for ensuring that the arbitrator complies with the provisions of this Section 9 and, in particular, the schedule set forth in Sections 9.4 and 9.5 below.

9.3. Conduct of the Arbitration by an RPC Arbitrator

The arbitration shall commence on the issuance of the Notice of Commencement of Arbitration.

The party requesting non-binding arbitration shall file and serve on the representatives of the other party or parties that participated in the mediation a detailed statement of the requesting party’s claims and the facts, legal arguments and documentary evidence supporting those claims within five business days of the Notice of Commencement of Arbitration. Unless otherwise directed by the RPC Arbitrator, the requesting party’s submission shall be filed in PDF format using the secure file transfer mechanism designated by the RPC Arbitrator. The parties may request that the RPC Mediator designate the same file transfer mechanism to accomplish service on the other party or parties or agree to another means of service.

The party or parties responding to the Request shall file and serve on the representatives of the other party or parties that participated in the mediation an answer with a detailed submission of their counterclaims and defenses, and the facts, legal arguments and documentary evidence supporting their defenses and counterclaims, within five business days of the date on which they are served with the requesting party’s statement of claims. The answer shall be filed in PDF format using the secure file transfer mechanism designated by the RPC Arbitrator. The parties may request that the RPC Arbitrator designate the same file transfer mechanism to accomplish service on the other party or parties or agree to another means of service.

The RPC Arbitrator may issue such orders as the RPC Arbitrator deems appropriate to the orderly conduct of the arbitration.

After receipt of the parties' submissions, the RPC Arbitrator may schedule conferences with the parties and their representatives to discuss any procedural or scheduling issues and the introduction of additional evidence.

Any party making a filing or communication to the RPC Arbitrator must copy all parties to the proceeding. Ex parte communications with the RPC Arbitrator are not permitted.

Unless ordered by the RPC Arbitrator in his or her sole discretion, there shall not be an oral hearing. Any oral hearing scheduled by the RPC Arbitrator may be conducted in person, via videoconference or other suitable means, in the sole discretion of the RPC Arbitrator. If an oral hearing is conducted, it shall be transcribed. The parties shall be responsible for arranging for such transcription and they will share equally the costs of any such transcription.

The arbitration shall not be governed by formal rules of evidence. A party requesting reimbursement of relocation costs shall bear the burden of proof that such costs are reasonable, necessary and actual; provided, however, that relocation costs that fall within the estimated range of costs in the Cost Catalog shall be presumed reasonable. A party disputing the apportionment of relocation costs, the pro rata sharing of accelerated relocation payments, six-month estimate of transition costs, invoice of approved reimbursement claims, or other payment or cost-sharing obligation shall bear the burden of proof. The preponderance of the evidence test shall be applied by the RPC Arbitrator in issuing an award. The parties may agree to "baseball" arbitration (i.e., the arbitrator's selection of one of the parties' positions).

Only the parties that participated in the mediation as to which the arbitration is related may participate as parties in the arbitration proceeding.

9.4. The Arbitration Award and Record

The RPC Arbitrator shall compile the Record and issue a reasoned award ("Award"), in writing, within thirty days of the date of the RPC Mediator's recommended resolution of the issues in dispute. ¶ 268; § 27.1421(b). The Award shall be non-binding.

The Record of the arbitration shall consist of:

- (a) The Request and attached submissions;
- (b) The responses of other parties to the foregoing;
- (c) All written communications to and from the RPC Arbitrator;
- (d) The transcript of the oral hearing (if any);
- (e) Any documentary evidence submitted in an oral hearing (if any);
- (f) Any stipulations entered into by the parties;
- (g) Any submissions requested by the RPC Arbitrator; and

(h) The Award.

The RPC Arbitrator will serve the parties with the Award and index of the Record upon issuing the Award.

9.5. Referral to the Bureau

If the parties to the arbitration do not reach agreement within ten days of the date of issuance of the Award, the Chief Mediator shall forward the Records of the mediation and arbitration to the Bureau and so advise the RPC. ¶ 269; § 27.1421(c).

The parties are encouraged to continue negotiating after the Record has been submitted to the Bureau. If the parties reach agreement by accepting the Award or otherwise, they shall provide a copy of their agreement to the RPC Arbitrator, who will so advise the RPC.

10. Computation of Time

Except as otherwise provided in Section 9.3 above, for purposes of computing the time within which the RPC, RPC Mediator, RPC Arbitrator and disputant parties must take any action required or permitted by this Dispute Resolution Plan, the provisions of Section 1.4 of the Commission's rules shall control. For purposes of applying Section 1.4, notice shall be deemed to be the date of the relevant document requiring or permitting an action to be taken. Where application of Section 1.4 to the dispute resolution process is unclear, the Chief Mediator shall resolve the ambiguity.

ANNEX I

Docket No. RPC-_____ (RPC use only)

WAIVER OF PRIVILEGE AND CONFIDENTIALITY – MEDIATION

Name of Party: _____

The Party named above, by its duly authorized officer or other representative, hereby grants a limited waiver of confidentiality in, privilege arising from, or other objection to the disclosure of, mediation communications by the Relocation Payment Clearinghouse LLC (“RPC”) to the Federal Communications Commission (“FCC”). This limited waiver includes all statutory, administrative and common law privileges or rights to confidentiality specified in the Uniform Mediation Act or equivalent law or rule, as adopted by any state or federal authority, including without limitation the courts.

The Party further agrees that it shall not: (i) call as a witness or attempt to compel the testimony of the RPC or any RPC Mediator; (ii) subpoena or attempt to compel production of any records of the RPC or any RPC Mediator; or (iii) sue or make a claim against the RPC or any RPC Mediator in any litigation or other adversarial proceeding of any nature, including administrative proceedings before the FCC, with respect to any mediation conducted by an RPC Mediator or any information obtained by an RPC Mediator in connection with such mediation when acting within the scope of his or her duties.

Signature

Printed name of individual signing waiver

Title of individual signing waiver

Date

Contact Information:

Address: _____

Telephone: _____

Fax: _____

Email: _____

INSTRUCTIONS FOR COMPLETING WAIVER OF PRIVILEGE AND CONFIDENTIALITY FORM

The Federal Communications Commission ("FCC") has directed the Relocation Payment Clearinghouse LLC ("RPC") to assist C-band stakeholders in resolving financial disputes that may arise during the course of the reconfiguration of the C-band. If the parties are unable to resolve a dispute which the RPC has mediated, the RPC is required to submit the record of the dispute, together with a recommended resolution, to the FCC for review.

A number of states have adopted the Uniform Mediation Act ("Act") which, *inter alia*, prohibits the disclosure of mediation communications to a third party. "Mediation communications" include oral and written statements made, and other information disclosed, during the course of mediation proceedings. The Act's privilege and confidentiality provisions are subject to waiver pursuant to Sections 3(c) and 5(a), respectively. Mediation communications may also be protected by other statutory and common law privileges. The attached waiver form grants a limited waiver of such rights and privileges in order to permit the RPC to comply with its obligation to submit a complete record and recommended resolution of unresolved disputes to the FCC for review. The waiver expressly permits the RPC to disclose to the FCC certain mediation communications which would otherwise be protected, including without limitation any pre-mediation statements or submissions made by the parties, actual demands and/or offers communicated between the parties during mediation, and the substance of any communication made during a joint or plenary mediation session in which the mediator and opposing parties or their representatives participated.

The waiver does **not** extend to mediation communications made between a party or its representatives, or a group of aligned parties, and the RPC Mediator in confidence during a private caucus or equivalent circumstance, provided that the party initiating such communication expressly designates it as a confidential communication and instructs the RPC Mediator not to share it with the opposing party. Should a dispute arise whether a particular mediation communication falls within the scope of the limited waiver granted by this form, the RPC Mediator shall have sole and absolute discretion to decide the issue, and neither the source of the communication nor any other party to the mediation shall have standing or other capacity to appeal, challenge or otherwise dispute such decision.

Likewise, the waiver does **not** apply to disclosures by the RPC or RPC Mediator to any person other than the parties to the mediation or the FCC, nor does it apply to any communications or other information not disclosed to the RPC or RPC Mediator, e.g., confidential communications exclusively between a party and that party's attorney.

By executing this form, you also agree not to: (i) call or seek the testimony, by deposition or otherwise, of any RPC Mediator relative to a mediation held pursuant to this dispute resolution program; (ii) subpoena or otherwise attempt to compel the production of any records of the RPC or any RPC Mediator; or (iii) sue or make a claim against the RPC or any RPC Mediator in any litigation, including administrative proceedings before the FCC, arising from or relating to this dispute resolution program. This provision is intended to protect the confidentiality of RPC mediations and to promote open and candid communications with RPC Mediators, and does **not** preclude a party from challenging the merits of an RPC Mediator's recommendations.

You are encouraged to obtain the advice of counsel before executing this form.

In completing the waiver:

1. Name of Party – Please provide the full legal name of your organization.
2. Contact information – Please provide complete contact information for the individual who signed this waiver.
3. Submit a completed copy of the Waiver of Privilege and Confidentiality Form in PDF format to RPCDisputes@sqirepb.com.

ANNEX II

Docket No. RPC-_____ (RPC use only)

WAIVER OF PRIVILEGE AND CONFIDENTIALITY – ARBITRATION

Name of Party: _____

The Party named above, by its duly authorized officer or other representative, hereby grants a limited waiver of confidentiality or claimed privilege arising from, or other objection to the disclosure of, communications or submissions made during the course of arbitration proceedings held or sponsored by the Relocation Payment Clearinghouse LLC (“RPC”). The Party further consents to the RPC’s disclosure of such communications or submissions to the Federal Communications Commission (“FCC”). This limited waiver includes all statutory, administrative and common law privileges or rights to confidentiality specified in the rules or statutes governing arbitration adopted by any applicable state, federal authority or arbitral body, including without limitation federal or state courts.

The Party further agrees that it shall not: (i) call as a witness or attempt to compel the testimony of the RPC or any RPC Arbitrator; (ii) subpoena or attempt to compel production of any records of the RPC or any RPC Arbitrator; or (iii) sue or make a claim against the RPC or any RPC Arbitrator in any litigation or other adversarial proceeding of any nature, including administrative proceedings before the FCC, with respect to any arbitration or related proceeding, ruling or decision made or conducted by an RPC Arbitrator or any information obtained by an RPC Arbitrator in connection with such arbitration when acting within the scope of his or her duties.

Signature

Printed name of individual signing waiver

Title of individual signing waiver

Date

Contact Information:

Address: _____

Telephone: _____

Fax: _____

Email: _____

INSTRUCTIONS FOR COMPLETING WAIVER OF PRIVILEGE AND CONFIDENTIALITY FORM

The Federal Communications Commission ("FCC") has directed the Relocation Payment Clearinghouse LLC ("RPC") to assist C-band stakeholders in resolving financial disputes that may arise during the course of the reconfiguration of the C-band. If the parties are unable to resolve a dispute which the RPC has arbitrated, the RPC is required to submit a complete record of the dispute, including the rulings and decision of the Arbitrator, to the FCC for review.

A number of states, federal agencies, courts and arbitral bodies have adopted rules or statutes regulating the disclosure of arbitration communications, submissions, records or rulings to non-parties. Arbitral communications or submissions may also be protected by other statutory and common law privileges. The attached form grants a limited waiver of such rights and privileges in order to permit the RPC to comply with its obligation to submit to the FCC a complete record, including without limitation findings, rulings and recommendations by the RPC Arbitrator. The waiver expressly permits the RPC to disclose to the FCC certain arbitration communications, submissions and/or records which might otherwise be protected, including without limitation any record of pre-arbitration mediation, statements or submissions (including exhibits) offered or made by the parties before or during the course of the arbitration, the substance of any communication made during the arbitration, and any opinion or decision of the Arbitrator.

Should a dispute arise whether a particular arbitration communication or submission falls within the scope of the limited waiver granted by this form, the RPC Arbitrator shall have sole and absolute discretion to decide the issue, and neither the source of the communication nor any other party to the arbitration shall have standing or other capacity to appeal, challenge or otherwise dispute such decision.

This waiver does **not** apply to disclosures by the RPC or RPC Arbitrator to any person or entity other than the parties to the arbitration or the FCC, nor does it apply to any communications or other information not disclosed to the RPC or RPC Arbitrator, e.g., confidential communications exclusively between a party and that party's attorney.

By executing this form, you also agree not to: (i) call or seek the testimony, by deposition or otherwise, of any RPC Arbitrator relative to an arbitration held pursuant to this dispute resolution program; (ii) subpoena or otherwise attempt to compel the production of any records of the RPC or any RPC Arbitrator; or (iii) sue or make a claim against the RPC or any RPC Arbitrator in any litigation, including administrative proceedings before the FCC, arising from or relating to this dispute resolution program. This provision is intended to permit the RPC and RPC Arbitrators to fulfill their obligations to the FCC, and to exercise their independent and impartial judgment in the arbitration process, free of concerns about potential entanglement in post-arbitration challenges, claims or other proceedings. This provision does **not** preclude a party from challenging the merits of an RPC Arbitrator's arbitral award.

You are encouraged to obtain the advice of counsel before executing this form.

In completing the waiver:

1. Name of Party – Please provide the full legal name of your organization.
2. Contact information – Please provide complete contact information for the individual who signed this waiver.
3. Submit a completed copy of the Waiver of Privilege and Confidentiality Form in PDF format to RPCDisputes@squirepb.com.

ANNEX III

Docket No. RPC-_____ (RPC use only)

OBJECTION

INFORMATION ABOUT YOUR ORGANIZATION:

Please provide complete information regarding your organization:

Name: _____
Address: _____

Please provide the following information about the individual the RPC should contact regarding this Objection:

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax: _____
Email: _____

INFORMATION ABOUT YOUR OBJECTION:

For incumbent space station operators, incumbent earth station operators, incumbent fixed service licensees (or surrogates performing work on their behalf), or programmers (designated by incumbent space station operators):

The Objection relates to a claim for reimbursement submitted by your organization on: _____.

The designated identification number of your organization's claim for reimbursement: _____.

The RPC-assigned number for the invoice presented to overlay licensees that includes your organization's relocation costs to which this objection relates: _____.

Please: identify the relocation costs disallowed by the RPC to which your organization objects; provide a brief statement of the grounds for the objection; and state your requested relief:

- The Objection relates to a matter not identified above. Please describe the matter to which the Objection relates:

For Overlay Licensees:

- The Objection relates to (check all that apply):
- A claim for reimbursement of relocation costs submitted by an incumbent space station operator, incumbent earth station operator, incumbent fixed service licensee (or surrogate performing work on behalf of these incumbents), or programmers (designated by incumbent space station operators).

The designated identification number for the claim for reimbursement to which your organization objects: _____.

The RPC-assigned number for the statement or invoice that includes the claim for reimbursement to which this objection relates: _____.

- The apportionment of relocation costs among overlay licensees.
- The pro rata share of overlay licensees for accelerated relocation payments.
- A six-month estimate of relocation costs.
- An invoice of approved reimbursement claims.
- Any other payment or cost-sharing obligation.

Please: identify the claim for reimbursement, apportionment of relocation costs, pro rata share of accelerated relocation payments, six-month estimate of transition costs, invoice of approved reimbursement claims, or other payment or cost-sharing obligation to which your organization objects; provide a brief statement of the grounds for the objection; and state your requested relief:

- The Objection relates to a matter not identified above. Please describe the matter to which the Objection relates:

Signature

Printed name

Date

OBJECTION

Name: _____

Date: _____

If needed, please provide additional information regarding your objection on this page.

INSTRUCTIONS FOR COMPLETING THE OBJECTION FORM

The Federal Communications Commission (“FCC”) has directed the Relocation Payment Clearinghouse (“RPC”) to assist C-band stakeholders in resolving financial disputes that may arise during the course of the reconfiguration of the C-band. The FCC’s rules require “parties disputing a cost estimate, cost invoice, or payment or cost-sharing obligation” to file an objection with the RPC.

Before filing an objection with the RPC, you should review the RPC’s Dispute Resolution Plan.

In completing this objection form, please provide the following:

1. Information About You
 - The legal name and complete address of the organization for which you are submitting the objection.
 - Complete contact information for the individual the RPC should contact regarding the objection.
2. Information About Your Objection – C-band Incumbents
 - The date on which the claim for reimbursement that is being disputed was submitted to the RPC.
 - The designated number of the claim for reimbursement that is being disputed.
 - The RPC-assigned number of the invoice presented to overlay licensees that includes the claim for reimbursement that is being disputed.
 - The relocation costs disallowed by the RPC to which your organization objects, a brief statement of the grounds for the objection, and the requested relief.
 - Information regarding the basis for the objection if it does not relate to a claim for reimbursement.
3. Information About Your Objection – Overlay Licensees
 - If applicable, the designated number of the claim for reimbursement that is being disputed.
 - If applicable, the RPC-assigned number of the invoice provided to you that includes the claim for reimbursement that is being disputed.
 - Check the box that best describes the matter to which you object. Please check all boxes that apply.
 - The payment or cost-sharing obligation to which your organization objects, a brief statement of the grounds for the objection, and the requested relief.
 - Information regarding the basis for the objection if it does not relate to a payment or cost-sharing obligation.
4. Date – The date that this form was completed in mm/dd/yyyy format.
5. Your completed and signed objection should be submitted in PDF format to the RPC at RPCDisputes@squirepb.com.

ANNEX IV

Docket No. RPC-_____ (RPC use only)

REQUEST FOR NON-BINDING ARBITRATION

INFORMATION ABOUT YOUR ORGANIZATION:

Please provide complete information regarding your organization:

Name: _____

Address: _____

Please provide the following information about the individual the RPC should contact regarding this Request for Non-Binding Arbitration:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

INFORMATION ABOUT THE MEDIATION OF THE DISPUTE AS TO WHICH YOU REQUEST NON-BINDING ARBITRATION

Mediation Docket No: RPC-_____

RPC Mediator: _____

Please provide the following information regarding each of the other parties to the mediation (use additional sheets if more than one other party participated in the mediation):

Name of the Other Party: _____
Address: _____

Please provide the following information regarding the individual(s) who represented that party in the mediation (use additional sheets if more than one other party participated in the mediation):

Name: _____
Address: _____

Telephone: _____
Fax: _____
Email: _____

INFORMATION ABOUT YOUR REQUEST FOR NON-BINDING ARBITRATION:

- Each of the parties identified above has agreed to non-binding arbitration:
 - Yes.
 - No.
 - The other party(ies) have not responded either in the affirmative or negative.
- Non-binding arbitration is requested:
 - Before an RPC Arbitrator.
 - Before another alternative dispute resolution forum.
- Non-binding arbitration is requested for (check all that apply):
 - A dispute involving a claim for reimbursement of relocation costs.
 - A dispute involving a payment or cost-sharing obligation.
 - Other Dispute. Please describe the dispute as to which non-binding arbitration is requested:

Signature

Printed name

Date

REQUEST FOR NON-BINDING ARBITRATION

Name: _____

Date: _____

If needed, please provide additional information regarding your request for non-binding arbitration on this page.

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR NON-BINDING ARBITRATION FORM

The Federal Communications Commission (“FCC”) has directed the Relocation Payment Clearinghouse (“RPC”) to assist C-band stakeholders in resolving financial disputes that may arise during the course of the reconfiguration of the C-band. If the parties to a dispute fail to reach agreement during mediation, they may request non-binding arbitration.

You must complete this form and comply with the instructions that follow even if you are pursuing non-binding arbitration before an alternative dispute resolution body other than the RPC.

Before requesting RPC arbitration, you should review the RPC’s Dispute Resolution Plan and become familiar with the arbitration process.

If the RPC determines that arbitration is appropriate, you will be assigned an RPC Arbitrator who will contact you and the other parties to the dispute to commence the arbitration process.

1. Information About You

- Please provide the legal name and complete address of the organization for which you request RPC non-binding arbitration.
- Please provide complete contact information for the individual the RPC should contact regarding this Request for Non-Binding Arbitration.

2. Information About the Mediation of the Dispute as to Which You Request Non-Binding Arbitration

- Please provide the RPC mediation docket number and the name of the RPC Mediator.
- Please provide the name and address of every other party to the mediation.
- Please provide complete contact information for each of the other party’s representatives in the mediation.

3. Information About Your Request for Non-Binding Arbitration

- Confirm whether all parties to the underlying mediation consent to non-binding arbitration
- Specify whether non-binding arbitration is requested before an RPC Arbitrator.
- Check the box for the type of dispute for which you are requesting non-binding arbitration. Please check all boxes that apply.

4. Date – Please provide the date that this Form was completed in mm/dd/yyyy format.

5. Your completed and signed Request for Non-Binding Arbitration should be submitted in PDF format to the RPC at RPCDisputes@squirepb.com and served on the representatives of each of the other parties in the mediation.

6. If you are requesting non-binding arbitration before an RPC Arbitrator, you must also submit an executed [Waiver of Privilege and Confidentiality – Arbitration](#), a copy of which is available on the RPC website, in PDF format to RPCDisputes@squirepb.com.

7. **PLEASE NOTE: As set forth in Section 9.3 of the RPC’s Dispute Resolution Plan, the party requesting non-binding arbitration is required to file and serve on the representatives of the other party or parties that participated in the mediation a detailed statement of the requesting party’s claims and the facts, legal arguments and documentary evidence supporting those claims within five business days of the Notice of Commencement of Arbitration.**

ANNEX V

RELOCATION PAYMENT CLEARINGHOUSE LLC
DISPUTE RESOLUTION

In the Matter of)
)
[Name of the Objecting Party]) Mediation No. RPC- _____
) RPC Mediator _____
)

PROPOSED RESOLUTION MEMORANDUM
OF [PARTY NAME]

[Name, address, telephone number and
e-mail address of the individual
authorized to participate in mediation on
behalf of the Party]

[DATE]

Table of Contents

[Include a Table of Contents if required by Section 1.49 of the Commission's rules]

Summary

[Include a Summary if required by Section 1.49 of the Commission's rules]

**RELOCATION PAYMENT CLEARINGHOUSE LLC
DISPUTE RESOLUTION**

In the Matter of)
)
[Name of the Objecting Party]) Mediation No. RPC- _____
) RPC Mediator _____
)

**PROPOSED RESOLUTION MEMORANDUM
OF [PARTY NAME]**

I. INTRODUCTION

The presentation and format of Proposed Resolution Memoranda (“PRM”) shall conform to the requirements of Section 1.49 of the rules of the Federal Communications Commission. See 47 C.F.R. § 1.49. Unless otherwise directed by the RPC Mediator, PRMs and the accompanying Appendices shall be filed in PDF format using the secure file transfer mechanism designated by the RPC Mediator. The parties may request that the RPC Mediator designate the same file transfer mechanism to accomplish service on the other party or agree to another means of service.

II. EACH PRM SHOULD INCLUDE:

- A. A summary of the party’s most recent offer or counter-offer.
- B. If relevant, an identification of any information requested by the party but withheld by the other party, including arguments whether such information is essential and has been unreasonably withheld.
- C. A discussion of each issue in dispute, with reference to supporting documents or other exhibits contained in an Appendix to the PRM, and the party’s proposed resolution of each issue.

III. CONCLUSION

[The following must be included in all PRMs.] The undersigned attests that the statements and representations made in this PRM and Appendix are true and accurate to the best of his or her knowledge.

[PARTY NAME]

By: _____

[Signature of executing party] (PRMs must be executed with handwritten signatures and not with electronic signatures. Handwritten signatures do not need to be originals and can include facsimile copies of handwritten signatures.)

[Name, address, telephone number and e-mail address of the individual authorized to participate in mediation on behalf of the Party]

[DATE]

RELOCATION PAYMENT CLEARINGHOUSE LLC
DISPUTE RESOLUTION

In the Matter of)
)
[Name of the Objecting Party]) Mediation No. RPC- _____
) RPC Mediator _____
)

APPENDIX
OF [PARTY NAME]

The Appendix should contain an index and consecutively paginated copies of all documents and other exhibits the party deems relevant to resolution of the disputed issues, provided that a party need not reproduce material contained in the other party's Appendix. (A party's PRM may cite to material contained in the other party's Appendix.)

CERTIFICATE OF SERVICE

I hereby certify that on this [date], a true copy of the foregoing Proposed Resolution Memorandum and Appendix was served by [state means used] upon:

[Name, address, telephone number and e-mail address of individuals authorized to represent other parties in the mediation]

[Signature of responsible person]
[Name of responsible person]