



**Texas Dept of Motor Vehicles**  
**Purchase Order # 60800 0000002247**

Page: 1 of 2

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **NA** PCC: **E** Date: **02/19/16** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **Via Print**

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** GALTON CUNNINGHAM & BOURGEOIS PLLC  
DBA LAKESIDE MEDIATION CENTER  
3825 LAKE AUSTIN BLVD STE 403  
AUSTIN TX 78703-3508  
United States

**Ship To:** 1P14  
4000 Jackson Avenue  
Austin TX 78731  
United States

**Vendor ID:** 1742957741

**Purchaser:** Paula A Ramsey  
**Phone:** 512/465-4193  
**Fax:** 512/465-5641  
**Email:** Paula.Ramsey@TxDMV.gov

**Bill To:** 4000 Jackson Avenue  
Austin TX 78731  
United States

**Fax:**  
**Email:** DMV\_FIN-INVOICES@TxDMV.gov

**PO Information:**

**Payment:**

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV\_FIN-INVOICES@txdmv.gov (note: There is an underscore "\_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

Session Date: March 3, 2016  
Start Time: 9:00 AM  
Location: Lakeside Mediation Center, 3825 Lake Austin Blvd., Suite 403, Austin, TX 78703

**Authorized Signature**

*Paula Ramsey, CTM, CTPM*

**02/19/2016**



**Texas Dept of Motor Vehicles**  
**Purchase Order # 60800 0000002247**

Page: 2 of 2

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Mediation service between parties and counsel in a TxDMV lawsuit. 3-3-2016 for only 6 hours. See Mediation Confirmation.	961/05	1.0000	EA	650.00000	650.00	03/03/2016
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**Schedule Total**

ReqID:  
0000002483

The TXDMV is in litigation. The parties and counsel are using the mediation services provided by Greg Bourgeois of Lakeside Mediation Center.

Please insert: "Rosemary Garcia v. Texas Department of Motor Vehicles" in the memo section of the warrant/check

**Item Total for Line # 1**

**Total PO Amount**

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to Shipment.

**Terms and Conditions:**

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

**Authorized Signature**

*Paula Ramsey, CTM, CTPM*

**02/19/2016**

**LAKESIDE MEDIATION CENTER**

3825 LAKE AUSTIN BLVD.

SUITE 403

AUSTIN, TEXAS 78703

(512) 477-9300

FAX: (512) 477-9302

www.LakesideMediation.com

2/11/16

Anne Mackin  
Texas Attorney General's Office  
anna.mackin@texasattorneygeneral.gov

RE: Confirmation of Mediation – Rosemary Garcia v. Texas Department of Motor Vehicles

Dear Counsel:

This letter will confirm that the above referenced matter has been set for a half day mediation with Greg Bourgeois. Please make note of the following information:

**Session date:** 3/3/16  
**Start time:** 9:00 a.m.  
**Location:** Lakeside Mediation Center  
3825 Lake Austin Blvd., Ste. 403  
Austin, TX 78703

I would request that any mediation submission be sent to my attention no later than three days before the scheduled mediation. I have enclosed a fee schedule which indicates that I charge a flat fee of **\$650.00 per party** for a half day mediation.

**Please bring checks made payable to Lakeside Mediation Center,  
tax ID #74-2957741.**

**Payment is due on or before the beginning of the session.**

Attached hereto, please find an Agreement to Mediate, which should be signed and returned prior to mediation.

*\*All Counsel of record will receive the same information*

*\*Directions, hotel info, fee schedules, contact info, etc. can be found on our website, [www.lakesidemediation.com](http://www.lakesidemediation.com)*

## AGREEMENT TO MEDIATE

We, the undersigned parties and counsel, agree to use the mediation services provided by Greg Bourgeois in connection with the present dispute between Rosemary Garcia v. Texas Department of Motor Vehicles

The undersigned agree that Greg Bourgeois shall be the mediator of this matter and that the mediation will be conducted in accordance with Section 154.001 et seq., Texas Civil Practice and Remedies Code and the Rules for Mediation. All parties recognize that mediation is a voluntary settlement conference, that the mediator is not a judge, and has no authority to force a settlement on the parties. All parties commit to use their best efforts to settle this case.

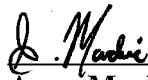
The parties, or their company representative, agree to attend the mediation session ready to negotiate in GOOD FAITH, with ADEQUATE AUTHORITY and DISCRETION to attempt to resolve the matter during the mediation process, and committed to spend the requisite amount of TIME to give the mediation process a fair chance to succeed.

Fees for the mediation will be charged in accordance with the Fee criteria provided to the parties by the mediator and shall be due and payable prior to commencement of the mediation session.

During the mediation process, all parties are encouraged to consult with their attorneys regarding their legal rights and obligations. The parties recognize that the mediator is a neutral intermediary, is not giving legal advice or counsel, is not analyzing any party's legal rights or obligations, and is not an advocate for either party.

The parties recognize and agree that the mediation process is one of settlement negotiation and that settlement negotiations are not admissible in any litigation or arbitration, as provided by applicable law. The parties understand and agree that all communications with the mediator outside of the presence of the other party are confidential.

The parties understand and agree that there will be no recording of any part of the mediation session, nor may anyone be served with process of any nature during the sessions. The parties understand and agree that neither the mediator, nor the mediator's files, may be subpoenaed for any purpose.

  
\_\_\_\_\_  
Anne Mackin  
Texas Attorney General's Office

Number of Participants on your side: 3

Dated: 2/18/16

# Lakeside Mediation Center

Galton, Cunningham & Bourgeois  
Lakeside Mediation Center  
3825 Lake Austin Blvd. Suite 403  
Austin, Texas 78703

Phone: 512-477-9300, Fax: 512-477-9302  
Email: [adr@lakesidemediation.com](mailto:adr@lakesidemediation.com)

## Invoice

Invoice Date: 2/11/16

Due From: Texas Attorney General's Office

RE: Rosemary Garcia v. Texas Department of Motor Vehicles

Date	Description	Amount Due
3/3/16	Half Day Mediation	\$650.00

TAX ID No. 74-2957741

REMITTANCE Payable to LAKESIDE MEDIATION CENTER

**\*\*If you are issuing a check, Please write the case style in the Memo section (eg. Smith v. Smith)**

Firm:

Date:

Amount Due:

Amount Enclosed:

Mediator: Greg Bourgeois

Lakeside Mediation  
Center

**Gregory T. Bourgeois**

Mediator

**FEE SCHEDULE**

**FULL-DAY MEDIATION – flat fee of \$1175.00 per party.** This fee covers the cost of a full-day mediation session, time spent reading pre-mediation submissions, a limited number of post-mediation telephone conferences, scheduling and administration of the mediation session, and, for mediations in Austin, lunch during the session. A full-day mediation lasts up to eight hours. Each hour after the eighth hour is billed at a rate of \$250.00 per hour, divided equally by the parties.

**Half-day Mediation - flat fee of \$650.00 per party.** A half-day mediation lasts up to four hours. Each hour after the fourth hour is billed at a rate of \$250.00 per hour, divided equally by the parties.

**"rocket docket" Mediation**-The Lakeside Mediation Center's Rocket Docket Program is designed to provide an alternative means of resolving those disputes with lower amounts in controversy, which were heretofore referred to settlement week for mediation. For those cases that meet the Rocket Docket Profile, we will offer a three-hour mediation at a reduced rate of \$450 per party. The submission will be simplified, and the mediation position submissions may be made via e-mail or fax on our streamlined position statement form. **Parties with multiple cases may schedule up to three different cases on the same day in order to maximize the benefits of the Rocket Docket Program.**

**Fees for Co-Mediation and MDL/Class Actions** –Are available and set on a individual basis to accommodate the specific case needs.

**CANCELLATION AND RESCHEDULING FEE**

After a mediation is scheduled and notices of the mediation are sent, no cancellation fee shall be charged if the mediation is cancelled or rescheduled FOURTEEN (14) days from the date scheduled for mediation. Such cancellation or rescheduling must be in writing. If the mediation is cancelled or rescheduled within 14 days of the date set for mediation, a cancellation fee of 50% of the daily rate per party shall be charged to each party. If the mediation is cancelled within 48 hours of the date set for mediation, the full mediation fee shall be charged to each party.

The mediator's fees are exclusive of and in addition to fees charged by any third party administrator or scheduling service utilized by the parties.

**PAYMENT**-Fee payment is due before or on the day of the mediation session. Checks should be made payable to Lakeside Mediation Center. The tax ID number is 74-2957741.

**TRAVEL EXPENSES**-If the mediation session occurs outside Austin, all travel expenses are charged to the file (air fare, meals, lodging, ground transportation, etc.) and are divided equally among the parties. There is no charge for travel time for full day mediations. Parties receive an expense invoice shortly after the mediation session.

**FOLLOW-UP CALLS AND CORRESPONDENCE**-For cases in which progress is made, but the dispute is not resolved at the session, there is no charge for the first hour of post-session follow-up calls and written correspondence. Should the parties request additional follow-up after the first hour, each hour is billed at a rate of \$250.00 per hour and divided equally by the parties.