



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000003164

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **NA** PCC: **E** Date: **10/10/16** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **Via Print**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE 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: 1P00 - TxDMV Warehouse
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 1742957741 8

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Purchaser: Rhonda Lee Gips
Phone: 512/465-4199
Fax: 512/465-5641
Email: Rhonda.Gips@txdmv.gov

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Change Orders:

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

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, whichever is later.

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

TxDmv Contact:

Sarah Swanson - 512-465-1436 or Sarah.Swanson@TxDMV.gov

Vendor Contact:

Gregory Bourgeois - 512-477-9300 or adr@lakesidemediation.com

Authorized Signature

Rhonda Gips, CFPM

10/10/2016



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 000003164

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Mediation Service - Debra Davis v. Texas Department of Motor Vehicles (Sarah Swanson) Session Date: 11/14/16 Start Time: 9:00 am Location: Lakeside Mediation Center 3825 Lake Austin Blvd, Ste. 403 Austin, TX 78703	961/05	1.0000	EA	\$1,175.00	\$1,175.00	11/01/2016
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Schedule Total

ReqID:
000003679

Cancellation Fee:

After a mediation or arbitration is scheduled and notices of the mediation are sent, no cancellation fee shall be charged if the mediation is cancelled fourteen (14) days from the date scheduled for mediation or thirty (30) days from the first date scheduled for arbitration. Such cancellation must be in writing. If the mediation is cancelled within 14 days of the date set for mediation or 30 days for the first date set for arbitration, a cancellation fee of 50% of the daily rate per party shall be charged to each party. The mediator may excuse the cancellation fee if the cancellation is due to medical reasons, court intervention, or an event beyond the parties' control.

PAYMENT IS DUE ON OR BEFORE THE BEGINNING OF THE SESSION.

Item Total for Line # 1

Total PO Amount

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

Authorized Signature

Rhonda Lipscomb

10/10/2016

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

Invoice

Invoice Date: 10/4/16

Due From: Office of the Attorney General

RE: Debra Davis v. Texas Department of Motor Vehicles

Date	Description	Amount Due
11/14/16	Full Day Mediation	\$1175.00

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

LAKESIDE MEDIATION CENTER

3825 LAKE AUSTIN BLVD.

SUITE 403

AUSTIN, TEXAS 78703

(512) 477-9300

FAX: (512) 477-9302

www.LakesideMediation.com

10/4/16

Frank King
Office of the Attorney General
frank.king@texasattorneygeneral.gov

RE: Confirmation of Mediation – Debra Davis v. Texas Department of Motor Vehicles

Dear Counsel:

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

Session date: 11/14/16
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 business days before the scheduled mediation. I have enclosed a fee schedule which indicates that I charge a flat fee of \$1175.00 per party for full 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*

Eric Galton Ben J. Cunningham Gregory T. Bourgeois David Moore Fred Hawkins Ken Davison Lynn Rubinett
Lucius Bunton Kimberlee Kovatch

Gregory T. Bourgeois

Mediator

FEE SCHEDULE

FULL DAY CASE - \$ 1175.00 per party - full day in Austin or within 100 miles

For full day cases 100+ miles outside Austin, travel expenses to be divided by the parties

FOR CASES OUTSIDE OF TEXAS - \$2500.00 per party - full day plus travel expenses to be divided by the parties

HALF DAY CASE - \$ 650.00 per party - half day

A full day is an eight (8) hour mediation session. All hours after 8 hours are billed at \$250.00 per hour and divided equally by the parties.

Travel time, as with travel expense, shall be divided between the parties and shall be billed after the mediation session.

CANCELLATION FEE

After a mediation or arbitration is scheduled and notices of the mediation are sent, no cancellation fee shall be charged if the mediation is cancelled FOURTEEN (14) days from the date scheduled for mediation or THIRTY (30) days from the first date scheduled for arbitration. Such cancellation must be in writing. If the mediation is cancelled within 14 days of the date set for mediation or 30 days of the first date set for arbitration, a cancellation fee of 50% of the daily rate per party shall be charged to each party. The mediator may excuse the cancellation fee if the cancellation is due to medical reasons, court intervention, or an event beyond the parties' control.

REVIEWING PRE-MEDIATION SUBMISSIONS

The daily rate charged each party includes up to two (2) hours per party for reviewing pre-mediation submissions. All reading time beyond 2 hours shall be charged to that party at \$250.00 per hour and shall be billed with the expense invoice after the mediation.

"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.

FOLLOW-UP AFTER THE MEDIATION SESSION

The daily rate includes up to 1.5 hours of post-session follow-up with no additional charge. All post-session follow-up beyond 1.5 hours shall be charged at \$250.00 per hour and divided equally by the parties.

SCHEDULING MULTIPLE DAY MEDIATIONS

Should the parties schedule two or more days of mediation, the parties shall be responsible for the entirety of their portion of the mediation fee for all days reserved, regardless of the length of the mediation session. The cancellation or rescheduling fee described above shall apply to the fee for the total number of days reserved.

FACILITY FEES AND LUNCHES

No additional fees are charged for mediations held at the Lakeside Mediation Center. The mediator shall provide a lunch at no additional cost for all mediations held at Lakeside Mediation Center. The parties shall be responsible for all facility costs for mediations not held at Lakeside Mediation Center and shall be responsible for all costs associated with lunch, food and beverages for mediations not held at Lakeside Mediation Center.

HOLDING DATES

A party may request to hold a mediation date. Such requested holds shall be honored for forty-eight (48) hours from the time of the request. Should such date not be confirmed within 48 hours, the requested date may be given to other parties requesting the date.

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 Debra Davis 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.

Frank King
Office of the Attorney General

Number of Participants on your side: _____

Dated: