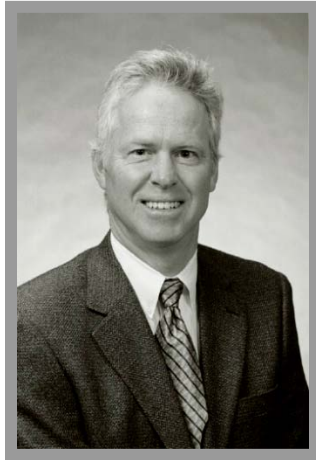


**MARK S. ASHWORTH**  
**Mediator-Arbitrator-Neutral**  
Alternative Dispute Resolution

1301 Dove Street  
Suite 900  
Newport Beach, CA 92660  
Phone: (949) 752-9401  
Fax: (949) 752-9403



**MARK S. ASHWORTH:**

Born Provo, Utah, April 20, 1951; admitted to bar, 1978, California; admitted to United States District Court, Northern, Central, Eastern and Southern Districts; admitted to United States District Court of Appeals, Ninth Circuit.

*Education:* Brigham Young University (Bachelor of Science, 1972); Western State College of Law, Fullerton (JD, 1978).

*Member:* Superior Court ADR Panel, 1988 - present. Judge *Pro Tem*, referee and mediator for the Superior Court, 1992 – present – over 200 cases. Private ADR: Mediation, over 2,500 cases; Arbitration over 200 cases; Orange County Bar Association; Los Angeles County Bar Association; State Bar of California (Litigation Section). Orange County Superior Court Mediation Panel, American Bar Association Mediation Section, Straus Mediation Institute Graduate. Who's Who in California, 1986.

*Focus Areas:* General Civil Litigation; Employment Disputes; Construction Defect; Lemon Law; Medical Malpractice; Real Estate Disputes; Products Liability; Personal Injury, Business and Insurance Litigation.

*Martindale Hubbell Rating:* AV; The Bar Register of Preeminent Lawyers

*Mediation Approach:* Integrative and facilitative with some distributive and directive bargaining when the attorneys request my assistance.

**MARK S. ASHWORTH**  
**Mediator-Arbitrator-Neutral**  
Alternative Dispute Resolution

1301 Dove Street  
Suite 900  
Newport Beach, CA 92660  
Phone: (949) 752-9401  
Fax: (949) 752-9403

---

FEE SCHEDULE

**PROFESSIONAL FEES:**

**\$200 Per Hour**

Parties will be billed for expected hearing, mediation or arbitration, reading/research, and award preparation time.

*Fees are generally divided equally among all parties but may be paid by as otherwise agreed by the parties.*

\*Any additional time will be billed at the same hourly rate.

---

**PREPAYMENT POLICY\***

<b>Hearing Length:</b>	<b>FEES DUE</b>
1 Day or Less (up to 10 hours)	7-days Prior to Hearing
2 Days or More	20-days Prior to Hearing

Any additional fees incurred are due and payable upon receipt of the invoice.

*\*Receipt of payment for all fees is required prior to service of an arbitration award which the arbitrator(s) has rendered.*

---

**CANCELLATION/CONTINUANCE POLICY**

<b>Hearing Length</b>	<b>Cancellation/Continuance Period</b>	<b>Hearing Fees</b>
1 Day or Less	3-days or more from hearing	100% REFUNDABLE
2 Days or More	10-days or more from hearing	100%REFUNDABLE
Hearings of any length	Inside the Cancellation/Continuance Window	NON-REFUNDABLE*

*\*Hearing fees of hearings cancelled/continued inside the cancellation/continuance window will be refunded if our time can be rebooked with another case. The canceling party will be responsible for all hearing fees if time cannot be rebooked. Hearing fees are non-refundable for time which is scheduled & subsequently canceled, continued or only partially used.*

**Mark Ashworth's agreement to render services is not only with the Party, but also the attorney or other representative of the Party**