

# EXHIBIT C

Cox, et al v. Henri Duyzend, DDS and Sharon Duyzend  
Arbitration Agreement

The parties, attorneys, and representatives of Plaintiffs and Defendants agree to submit the dispute of this matter to an arbitration subject to the provisions of this Agreement.

**I. PARTIES**

The parties to this arbitration are Kathryn Cox, Beverly Hawley, Richard Hawley, William Mark Smith, Nadine Smith, Cheryl Grant, Jill Ortiz, Thomas Prigmore, Satoko Prigmore, Robert Walla, Kristine Walla, Daryl Stuart, Laurel Stuart, Douglas Sundby, Cyndi Sundby, Chris Stuart, Megan Walla, Thomas Huber, David Huber, Daniel O'Neal, Patricia O'Neal, Dale Hollingsworth, Ruth Hollingsworth, Sarah Hollingsworth, Nicole Tiedeman, Derry Tiedeman, Tracy Zickuhr, Sandy Zickuhr, Zoe Zickuhr, Dr. Henri Duyzend, DDS, Sharon Duyzend, and their attorneys. The undersigned counsel of record represent and acknowledge that each has the authority to enter into this Agreement for an arbitration and bind the parties to the terms of the agreement as set forth below.

**II. SUBMISSION OF DISPUTE TO BINDING ARBITRATION**

The parties agree to submit this dispute to a binding arbitration ("Arbitration") in front of Judge Paris Kallas. The purpose of the arbitration is to obtain final resolution of all issues without the necessity of a trial to the court or jury. This arbitration will be governed by RCW 7.04 A. This hearing will be scheduled for 5 days total, and, shall begin on July 1, 2013, proceed on July 2, 3, 5 and end on July 8, 2013.

### III. AUTHORITY OF ARBITRATOR

The parties agree that Judge Kallas will have the powers enumerated in RCW 7.04 A including, but not limited to:

- A. Decide any and all pretrial motions brought by any party;
- B. Decide issues arising during the hearing;
- C. Administer oaths or affirmations to witnesses;
- D. Determine the facts and decide the law; and
- E. Render a decision with respect to liability and damages in this case on a verdict form.

### IV. COMPLETION OF DISCOVERY

The parties agree that there will be no further discovery in this matter, other than the currently noted perpetuation depositions of Nestor Cohenca, DDS, April McCartney and David To, DMD and the currently noted discovery deposition of Sharon Duyzend.

### V. PRE-HEARING PROCEDURE

#### 1. Witnesses

(a) No witness may be allowed to provide testimony, live or otherwise, who has not already been disclosed in the parties' witness disclosure lists presently filed in the pending King County litigation.

(b) Each side shall be permitted to call fact and expert witnesses at the arbitration hearing via sworn declaration and deposition testimony (video or otherwise), as long as the witness has already been properly disclosed in discovery, **subject to the judge's rulings on motions in limine.**

## **VI. THE ARBITRATION HEARING**

The parties agree that the arbitration will conform generally to that procedure followed in a civil trial with the following specific requirements and/or limitations, and with the understanding that the Judge shall have the authority to make such rulings as are needed to promote efficiency and economy in resolving this matter:

A. **Order of Procedures.** The order of opening statements, presentation of evidence, examination of witnesses, any motions during the trial (which the parties anticipate will be very limited) and closing arguments shall be generally governed by the Civil Rules of Washington except Judge Kallas shall retain the authority to modify this order to promote efficiency and the just and equitable resolution of this dispute.

B. **Witnesses.** Judge Kallas shall exercise reasonable control over the mode and order of interrogating witnesses and presenting evidence so as to (1) make the interrogation and presentation effective for the ascertainment of the facts; (2) avoid needless consumption of time; and (3) protect witnesses from harassment or undue embarrassment.

C. **Rules of Evidence.** The Rules of Evidence of Washington shall be applied consistent with RCW 7.04 A.

## **VII. BINDING DECISION**

The parties agree that Judge Kallas shall decide all issues presented in the case. She shall, within ten (10) business days of the close of the proceeding, render her decision in the form of a verdict form(s) provided by the parties. Depending on the decision, the plaintiffs **may** then be afforded the opportunity to apply for an award of attorney's fees.

The parties agree that the decisions rendered by Judge Kallas following the conclusion of the arbitration are binding upon all parties and that there shall be no appeal from such final, binding decision except as allowed under RCW 7.04 A.

**VIII. APPLICABLE LAW**

The parties agree that the law of Washington will apply for all issues of law and procedure which may arise. Judge Kallas shall decide the case according to the facts and the law and not seek a mediated or compromise judgment.

**IX. STATUS OF PENDING ACTION**

The parties agree that the pending King County action shall be stayed pending this arbitration. The arbitration award or awards in this case may be reduced to a judgment in that cause number.

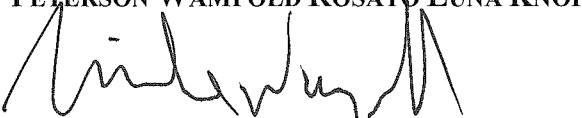
The King County Superior Court will resume jurisdiction over post-judgment collection matters.

**SIGNATURES OF ALL PARTIES THROUGH THEIR COUNSEL**

The undersigned counsel of record hereby admit and acknowledge that they have the authority to enter into this binding arbitration agreement on behalf of the parties to the underlying litigation.

DATED this 24<sup>th</sup> day of June, 2013.

**PETERSON WAMPOLD ROSATO LUNA KNOPP**



Ann H. Rosato, WSBA No. 32888  
Mallory C. Allen, WSBA No. 45468  
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