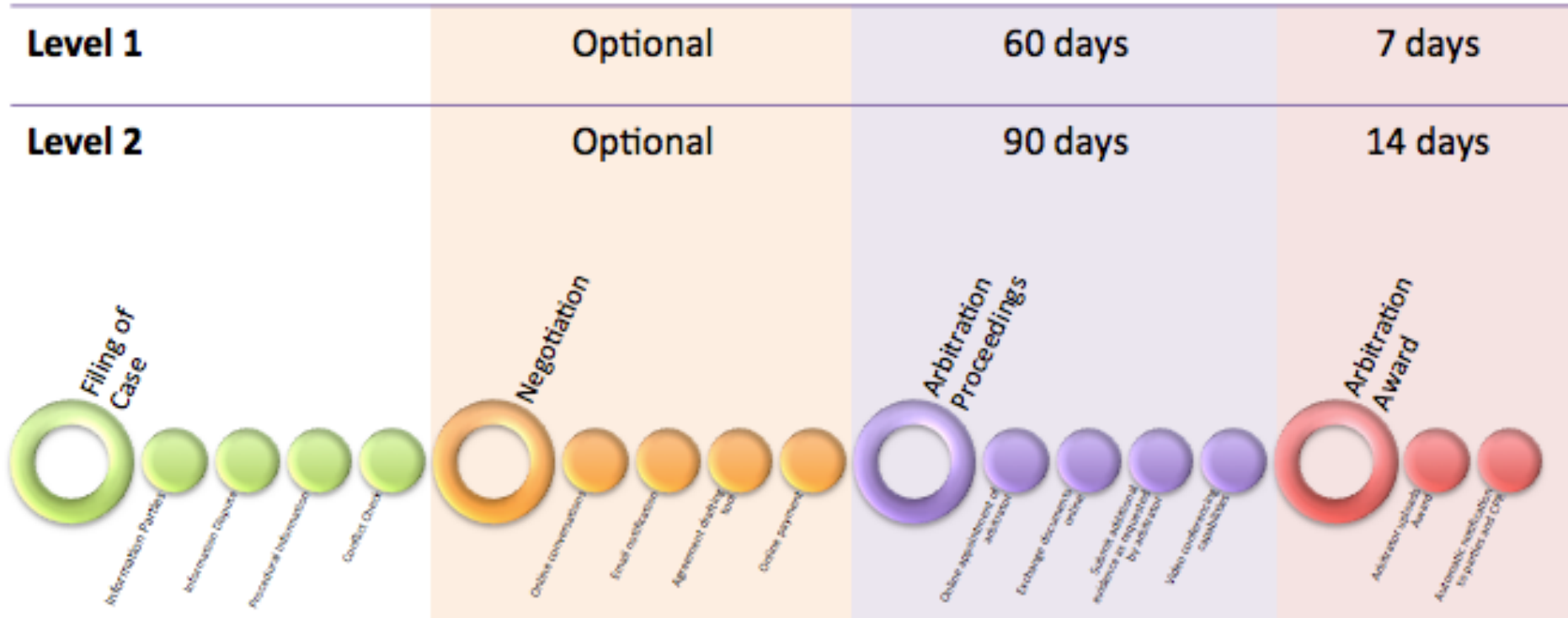




# **CPR Resolution Center Powered by Modria**

Document highlighting the features and functionalities of Modria's online arbitration platform

# Streamlined Process



# Manage Your Cases Efficiently

**CPR Resolution Center**  
Welcome John Smith  
My Cases • New Dispute • Settings • Help • Log out

My Cases [+ Create a new case](#)

CPR Resolution Center Cases

View: All

Case ID	Claimant   Respondent	Filing Date mm/dd/yy	Stage	Arbitrator
190	Newark Airport   Flight Over Air...	09/06/12	Counterclaim	Not yet Requested
189	Tamel Toys   Compagnie Guyanaise...	09/06/12	Negotiation	Not yet Requested
188	Palos Verdes Realtor   LA Premi...	09/06/12	Counterclaim	Not yet Requested
187	ZE Electrics   Matil Metal, Inc....	09/06/12	Resolved by Parties	Not yet Requested
186	Musicos Universal   The Miadro b...	09/06/12	Pre-Arbitration	Arbitrator Requested
185	Tempo Temps Agency   Malwart	09/06/12	Arbitration	CPR Arbitrator1
184	Leryll Minch Corp.   CBSH Holdi...	09/06/12		
183	Torzan Adventure Park   Adrenall...	09/06/12		
182	CMN Media   Box News Internation...	09/06/12		
181	Bank of Business   Mitchell Plum...	09/06/12		

View, arrange, and filter all your cases in a simple and intuitive manner

The case key information are always available

**My Cases > Bank of Business | Mitchell Plumbing & Co**

Case ID: 181 Filing Date: 06 September 2012 No. of Claims: 3

**Claimant Information**

Bank of Business  
Delaware  
200 West Main Street, New York City, New York, USA  
(212) 234 - 5678  
loic@modria.com

**Respondent Information**

Mitchell Plumbing & Co  
MA  
8796 Roosevelt Avenue, Boston, MA 02201  
(617) 123 - 4567  
loic.coutellier@gmail.com

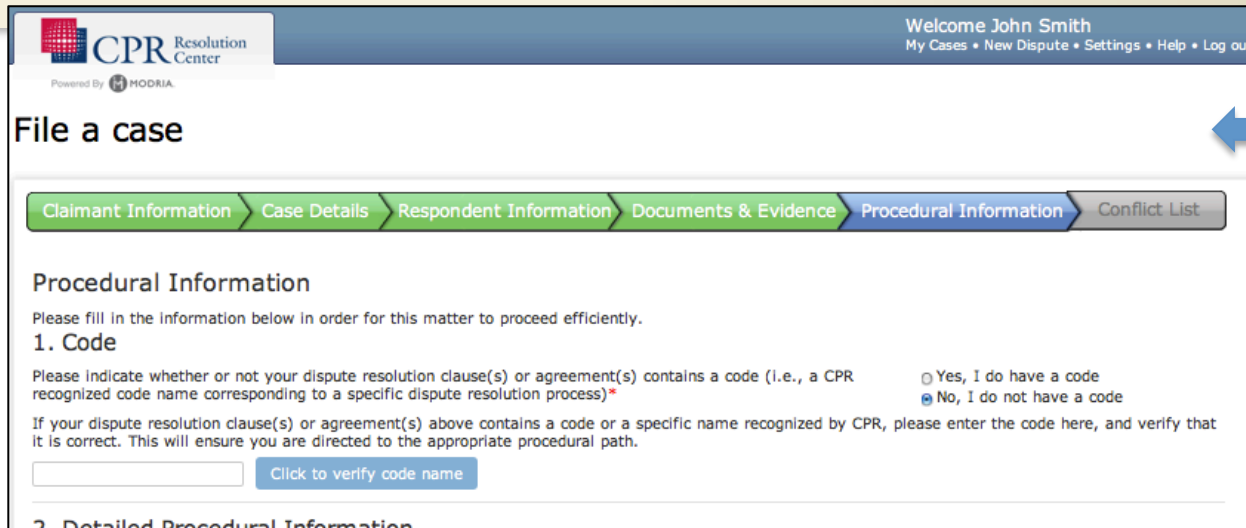
**Claims - (Claimant)**

Claim Title	Description	Claim Amount	Claim Status
Installments ...	These are the installments tha...	\$255,000.0... USD	Negotiation
<b>Filed By:</b> John Smith (Claimant) <b>Date:</b> Sep 06, 2012 09:56 AM <b>Title:</b> Installments January - Sept 12 <b>Amount:</b> \$255,000.00 USD <b>Description:</b> These are the installments that are still due by Mitchell Plumbing & Co, covering the months of January, February, March, April, May, June, July, August, and now September 2012.			
Interests	The Contract contained a penal...	\$25,500.00 USD	Negotiation

**Counterclaims - (Respondent)**

Counterclaim	Description	Claim Amount	Claim Status
Reputational ...	By dragging our name in the mud...	\$45,000.00 USD	Negotiation

# Collect Key Data During Case Filing



**CPR Resolution Center**  
Powered By MODRIA

Welcome John Smith  
My Cases • New Dispute • Settings • Help • Log out

## File a case

Claimant Information • Case Details • Respondent Information • Documents & Evidence • **Procedural Information** • Conflict List

### Procedural Information

Please fill in the information below in order for this matter to proceed efficiently.

#### 1. Code

Please indicate whether or not your dispute resolution clause(s) or agreement(s) contains a code (i.e., a CPR recognized code name corresponding to a specific dispute resolution process)\*

☐ Yes, I do have a code  
☒ No, I do not have a code

If your dispute resolution clause(s) or agreement(s) above contains a code or a specific name recognized by CPR, please enter the code here, and verify that it is correct. This will ensure you are directed to the appropriate procedural path.

[Click to verify code name](#)

Fill in all procedural information manually, or enter a code which populates the fields automatically

#### 2. Detailed Procedural Information

Please select the applicable CPR Resolution Center rule:\*

[Click here to access CPR's latest version of the Resolution Center rules](#)

☒ CPR ODR Negotiation / Arbitration Procedure (Level 1)  
☐ CPR ODR Arbitration Procedure (Level 1)  
☐ CPR ODR Negotiation / Arbitration Procedure (Level 2)  
☐ CPR ODR Arbitration Procedure (Level 2)

Enter the place of arbitration (city, state, country)\*  
 ☐ The parties failed to agree on the place of arbitration shall be determined by the arbitrator

Enter the language of arbitration\*  
 ☐ The parties failed to agree on the language of arbitration shall be determined by the arbitrator

### Conflicts List

The parties are required to fill in the form below. This information is required for the appointment of the arbitrator.

#### 1. Parent Company(ies) or Affiliate(s)

Please enter below the information regarding any parent company(ies) and affiliate(s) of the party act make sure the arbitrator(s) appointed is/are fully independent from the parties in this matter.

☐ The party has no parent company or affiliate

Full legal name\*

Name of owner or principal in case of sole proprietorship

City\*

State\*

Country\*

In order to facilitate the work of the institution, we collect information regarding the parties' potential conflicts

# Custom Tools for Negotiation

**Conversation View** | Document View | People

**Add a response for all parties to see** Cancel

**John Smith - Claimant | MODRIA**

To: **Claimant** | Respondent

**B I U** | Font Size | Font Family

Dear Daniel,

I do not know if I have had the chance to talk or correspond with you previously. I want to stress that for my company, this matter is very straightforward. We entered into a loan agreement, and you failed to pay said loan on a monthly basis as initially agreed. We did try to work things out with you initially, but we were not satisfied with the terms you were offering. We pulled out of the negotiation (which we conducted in good faith) as is our right, and are now seeking more drastic redress.

Characters Left: 4462

**Add attachments**

Sep 06, 2012 10:06 AM

**Daniel Jepsky - Respondent |**

**Defense/Counterclaims filed by Respondent**

The Claimant in this case would have you believe that we simply did not pay. That is not the case. We were a rough patch and tried to reschedule our debt in order not to default on it. Although Claimant initially agreed to retract and requested the payments, while knowing full well the status of our account.

Our conversation helps parties settle their disputes, and facilitates discussion during arbitration

**SETTLEMENT AGREEMENT**

This agreement is entered into by the Bank of Business and Mitchell Plumbing & Co (respectively "Claimant(s)" and "Respondent(s)", and collectively referred to as the "Parties") on 06 September 2012 (the "Agreement").

Claimant(s)	Respondent(s)
Bank of Business Delaware 200 West Main Street, New York City, New York, USA Tel.: (212) 234 - 5678	Mitchell Plumbing & Co MA 8796 Roosevelt Avenue, Boston, MA 02201 Tel.: (617) 123 - 4567

**RECITALS**

Claimant(s) filed this case (Case #181) against Respondent(s) on 06 September 2012. In order to avoid the time and expense of litigation, the Parties want to resolve their differences and reach an end, compromise, and settlement for the disputes mentioned below.

**Select the Claims for which you would like to propose this Agreement**

Select Claim Title	Description	Claim Amount	Claim Status
<input type="checkbox"/> Installments ...	These are the installments tha...	\$255,000.0... US D	Negotiation
<input checked="" type="checkbox"/> Interests	The Contract contained a penal...	\$25,500.00 USD	Negotiation

Counterclaims - (Respondent)

Select Counterclaim	Description	Claim Amount	Claim Status
<input checked="" type="checkbox"/> Reputational ...	By dragging our name in the mud. ..	\$45,000.00 USD	Negotiation

**AGREEMENT**

In consideration of the mutual execution of this Agreement among the Parties, the Parties agree as follows:

**B I U** | Font Size | Font Family

1. The parties in this matter agree that Claimant's claim for interests and Respondent's claim for reputational damages cancel each other and shall be extinguished by the present agreement.
2. The

Our collaborative agreement builder allows parties to reach a settlement agreement faster

# Custom Tools for the Institution

Case Financials

Total amount in dispute: USD 340.00

Payment Requests: 3

Total amount requested: USD 480.00

Total amount paid: USD 480.00

Total amount outstanding: USD 0.00

+ Create new request

Description	Created	Amount	Payer	Received
Case filing fee	Sep 19, 2012	USD 200.00	John Smith	Sep 19, 2012
Arbitration Fees	Sep 19, 2012	USD 280.00	John Smith	Sep 19, 2012
Arbitration Fees	Sep 19, 2012	USD 520.00	Daniel Jepsky	Canceled

Enter the description/reason for this request for payment (e.g. Advance on Costs, Expenses for the Neutral, etc.)

Advance on Costs

Enter the total amount for this payment

USD 13000

Allocate the payment among the parties

Claimant 50 % (Amount: USD 6500.00)

Respondent 50 % (Amount: USD 6500.00)

☒ Payment must be received before the case may continue

Request Payment

Cancel

Institutions can create payment requests, which are then handled by Modria entirely

Parties can request arbitration, and the institution can appoint the arbitrator online

Request Arbitrator

Sep 06, 2012 10:21 AM

Please ensure the following check points before you proceed

- **WARNING!** You are about to leave permanently your negotiation. This action cannot be undone.
- CPR will start communicating through the CPR DRS tool. You can talk privately with CPR in this forum.
- All previous Conversations and Agreements(if any) will not be available for the Arbitrator(s).
- After Arbitration is requested, Negotiations will end and the case will move into **Pre-Arbitration**.
- Under **Pre-Arbitration**: CPR will request documents and information required for arbitration: agreement to arbitrate, conflicts list, and other information relevant to the appointment of the arbitrator(s), etc.
- After CPR selects the arbitrator(s) **Arbitration proceedings** will start where the arbitrator and the parties can file briefs and upload evidence, and eventually hold the final hearing
- The Commencement Date will be Sep 05 2012.

Cancel

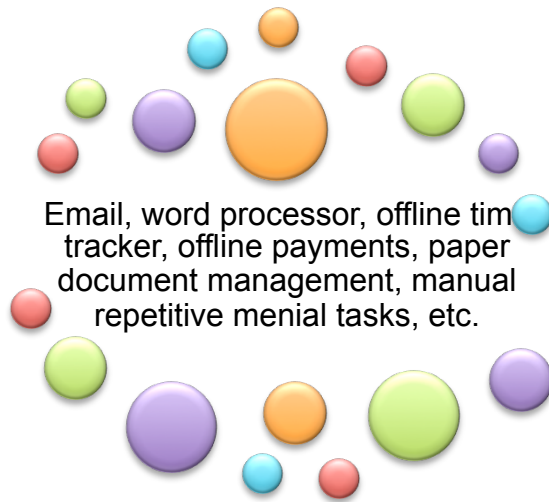
Confirm



# A Better System for Institutions

EXISTING PROBLEMS	MODRIA SOLUTIONS
<ul style="list-style-type: none"><li>• Receive, send mail, return receipt, enclosed documents, etc.</li></ul>	<ul style="list-style-type: none"><li>• Communications are dispatched automatically by email</li></ul>
<ul style="list-style-type: none"><li>• Collect the right information at the right moment</li></ul>	<ul style="list-style-type: none"><li>• Custom forms with required fields are built into the system</li></ul>
<ul style="list-style-type: none"><li>• Newcomers to arbitration need handholding</li></ul>	<ul style="list-style-type: none"><li>• Intuitive system, tutorial videos, and semi-automated intake process</li></ul>
<ul style="list-style-type: none"><li>• Ordering, making and collecting payments</li></ul>	<ul style="list-style-type: none"><li>• All the institution has to do is create the payment – Modria collects the money, dispatches it, and unlocks the case when money is received</li></ul>
<ul style="list-style-type: none"><li>• Keeping track of time limits</li></ul>	<ul style="list-style-type: none"><li>• Modria manages these time limits automatically (pre-entered time limits, reminders, extensions, etc.)</li></ul>

# A Better System for Arbitrators & Lawyers



Today's dispersed,  
inefficient tools...

...integrated in one  
platform.





Contact us to learn more about Modria,  
or to request a demo

For more info,  
please contact

**Loïc E. Coutelier, Esq.**

Director of Arbitration

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Tel.: +1(650)283 - 2444

Email: [loic@modria.com](mailto:loic@modria.com)