

## FINE STRATEGIES, LLC

JFINE@FINESTRATEGIES.COM  
(704) 287-5793

October 15, 2020

**VIA E-MAIL:** [joanne.carlyle@highpointnc.gov](mailto:joanne.carlyle@highpointnc.gov)

JoAnne Carlyle  
City of High Point  
211 S. Hamilton  
High Point, NC 27260

**VIA E-MAIL:** [pfisch@highpointrockers.com](mailto:pfisch@highpointrockers.com)

Pete Fisch  
High Point Baseball, Inc.  
101 Neal Place  
High Point, NC 27262

RE: Consent and Conflict Waiver for High Point Ballpark Mediation

Dear JoAnn and Pete:

It is my understanding that the City of High Point ("City") and High Point Baseball, Inc. ("Rockers") have agreed to have Fine Strategies, LLC ("Fine Strategies") mediate the resolution of certain issues arising under the agreements between City and Rockers for use of Truist Point ballpark in High Point.

Jonathan Fine of Fine Strategies represented City previously in transactions relating to the ballpark. Rockers is a current client of Fine Strategies. Accordingly, the purpose of this letter is to: (a) set forth the terms on which Fine Strategies will mediate this matter, and (b) obtain your informed consent in waiving any conflicts of interest which might arise from Fine Strategies' participation in such mediation, in accordance with the North Carolina Rules of Professional Responsibility.

1. **Engagement; Scope of Mediation and Role as Mediator.** You agree to jointly engage Fine Strategies for the purpose of mediating issues between City and Rockers relating to Truist Point ballpark. The scope of the mediation is limited to such issues, and this engagement shall terminate following conclusion of the mediation process. You agree and understand that Fine Strategies role is limited to that of a settlement facilitator, and Fine Strategies does not undertake to represent or provide legal advice or legal opinions of any kind to either City or Rockers in the context of the mediation.

2. **Nature and Risks of Potential Conflicts of Interest; Mitigation.** Jonathan Fine of Fine Strategies represented City previously in the negotiation and drafting of certain agreements relating to Rockers' use of Truist Point ballpark. This prior representation of City, along with Fine Strategies' current representation of Rockers in the same or substantially similar matters, creates a potential conflict of interest for Fine Strategies.

Accordingly, and solely for purposes of the proposed mediation, Fine Strategies seeks your waiver of any conflicts of interest which may arise from Fine Strategies' participation in the proposed mediation.

Notwithstanding potential conflicts of interest, you have determined that Fine Strategies is able to provide competent and diligent mediation services in this matter. As mediator, subject to applicable rules of evidence in a later court proceeding, Fine Strategies has an obligation to protect information you share confidentially from disclosure, other than confidential information which you consent may be shared with the other party to the mediation (and which is not otherwise available from outside sources). This obligation of the mediator is similar to Jonathan Fine's obligations to City and Fine Strategies' obligations to Rockers regarding the attorney-client privilege. Nevertheless, each of you understand and acknowledge that in the course of the mediation, conflicts of interest may arise, in which case Fine Strategies will use its best professional judgment to reconcile or mitigate the effect of any such conflicts.

3. **Fees and Payment.** Jonathan Fine will perform the mediation services described above for a fee of Four Hundred Twenty-Five Dollars (\$425) per hour. Fine Strategies will keep track of all time that Mr. Fine spends on this matter, and shall invoice each of City and Rockers for half of the fees and expenses incurred. Travel time will be billed at one-half of the hourly rate. You shall pay for all expenses reasonably incurred by Fine Strategies which are related to this matter. Payment for fees and expenses is due within thirty (30) days of invoice date.

4. **Evidence; Mediator's File.** In the event you fail to reach a settlement of your differences and the matter set forth herein is later the subject of a court proceeding, you agree that applicable North Carolina rules of evidence shall govern the admissibility of communications and any writings exchanged during the mediation, including but not limited to any written settlement agreement prepared in the course of, or pursuant to, the mediation contemplated herein. You acknowledge and agree that the mediator is not competent to testify in any proceeding concerning anything communicated, exchanged, said, done or occurring in the course of the mediation, and that the notes, working papers and file maintained by the mediator belong solely to the mediator and are strictly confidential. In this regard, you acknowledge and agree that you have no right, title or interest in the notes, working papers or files maintained by the mediator and that you do not have any right to review, inspect or copy such documents. You agree that you will not subpoena or otherwise require the mediator to testify or produce his notes, working papers or files in any proceeding.

Please let me know if you have any questions or comments about the terms of the engagement as set forth herein. If none, then by your signature below, you agree and understand that after having been fully informed of the nature of any potential conflict of interest and Fine Strategies' reasonable belief that it will be able to provide competent and diligent mediation services for you notwithstanding any such conflict of interest, that City and Rockers each consents to Fine Strategies' mediation of the matter set forth

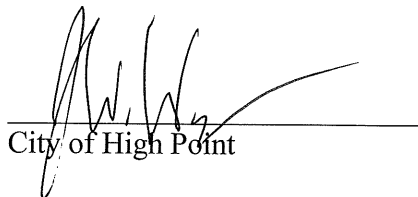
herein. Please sign where indicated below and return the signature page to me, keeping a copy for your records.

Very truly yours,



Jonathan M. Fine  
Fine Strategies, LLC

**SEEN AND AGREED:**

  
City of High Point

By: Jay Wagner  
Mayor

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High Point Baseball, Inc.

By: Pete Fisch  
President