
What Happened?
A Mediation Story Featuring RPS Coach
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The chapters tell the story and you can fully understand it by reading only the chapters. The scenes and documents, which are linked above and in the chapters, provide additional detail, character development, and illustrations of dispute resolution and artificial intelligence. You can read some or all of the scenes and documents to get richer understanding of the events. Scenes marked with an asterisk feature chats with RPS Coach.

Introduction

I wrote this book for several reasons. First, I wanted to tell an enjoyable and plausible story about conflict and resolution. Second, I wanted to illustrate ideas that have shaped my own work on dispute resolution and artificial intelligence (AI). Third, I wanted to create a resource that teachers, trainers, students, and practitioners can use to explore how mediation actually works. These purposes overlap. The result is a story, an illustration of ideas, and a teaching resource.

How to Read This Book

The book consists of two kinds of materials. The chapters tell the primary story. You can read them and fully understand and enjoy the narrative without reading the other materials.

The scenes provide additional detail. They are optional. They show conversations, meetings, and events described in the chapters. You may choose to read every scene, read only selected scenes, or skip them entirely.

The scenes serve two purposes. First, they provide additional dramatic detail and allow you to learn more about the characters and their decisions. Second, they provide opportunities to examine particular aspects of mediation and decision-making in greater depth.

The story also includes several documents, including mediation memos and a memorandum of understanding. These materials illustrate key elements of the mediation process.

A Story About Mediation

Most portrayals of mediation in popular culture are freakish caricatures of how mediation actually works. Mediators are often depicted as magicians, therapists, manipulators, or comic figures. (See Wedding Crashers, for example.) The parties are frequently reduced to stereotypes. The process itself is compressed into dramatic confrontations, sudden confessions, or miraculous breakthroughs.

This is unfortunate because real mediations often are chock full of fascinating drama – a different kind of drama than the simple stories usually portrayed in popular culture. Real mediations can involve difficult strategic choices, competing interests, uncertainty, changing relationships, conflicting values, organizational pressures, legal risks, and deeply human struggles. Lawyers, business executives, clients, and mediators frequently face complicated decisions under conditions of incomplete information and considerable stress.

This story centers on a dispute between Allied Manufacturing and Computer Applications Systems (CAS) about an agreement for CAS to develop and implement a software system for Allied. When the implementation encounters serious problems, relationships deteriorate, trust erodes, and the companies begin to consider litigation. The principal executives consult their lawyers, who in turn retain a mediator. As the parties prepare for mediation, they confront legal risks, business concerns, organizational pressures, and personal relationships that complicate their decisions. Participants use RPS Coach, an AI tool, at multiple points in the story. The story follows the parties, lawyers, mediator, and AI system as they work to understand the dispute and try to reach an agreement.

The events and characters in this book are fictional but are intended to be plausible. The dispute, the personalities, the conversations, the documents, and the decisions are all designed to reflect the kinds of situations that experienced mediators, lawyers, and business people routinely encounter. All the characters are trying to make good decisions under difficult circumstances. They have to deal with risk, relationships, communication, judgment, and learning. The story shows how careful preparation, thoughtful reflection, and constructive conversation can help people resolve disputes in ways that serve both their immediate interests and their longer-term relationships.

I hope that you will enjoy the story simply as a story.

Real Practice Systems Theory and Practice

This book also illustrates ideas from Real Practice Systems (RPS) Theory. Many traditional mediation theories focus primarily on what mediators do during mediation sessions. RPS Theory holds that interactions before mediation sessions shape how disputes evolve and are resolved. This includes the preparation of the participants and internal discussions within organizations. RPS Theory also covers activities after mediation sessions, including follow-up actions and reflections about the process.

For that reason, the story does not begin with the mediation session, nor does it end when the memorandum of understanding is signed. It shows the preparation, internal conversations, private reflections, and post-session reflection. The mediation session itself is an important part – but not the only important part – of mediation. Accordingly, Chapter 6 is titled “The Mediation Session” rather than simply “Mediation” to emphasize that the mediation session is only one component of a larger process. Most of the action in this story takes place before the mediation session. The mediator doesn’t appear until Chapter 5.

Another aspect of RPS Theory is that people act within their own unique systems shaped by their particular experiences, values, goals, relationships, and professional responsibilities. People are more than the roles they occupy, whether as mediators, lawyers, executives, or clients. They bring their own histories, habits, assumptions, fears, and aspirations to every dispute. Understanding disputes often requires understanding the particular people and systems that produce them.

The five main characters in this story each view the conflict differently. Their decisions reflect their own values, responsibilities, and experiences. None of them is entirely right or entirely wrong. They all operate within their own practice systems that make sense from their perspectives.

Artificial Intelligence and Dispute Resolution

This story also explores how AI may be used throughout dispute resolution processes. The characters use the Real Practice Systems Negotiation and Mediation Coach (RPS Coach), an AI tool based on my body of work. In particular, it is trained on detailed checklists for mediators and lawyers representing clients in mediation and *Litigation Interest and Risk Assessment: Helping Clients Make Good Litigation Decisions*, a book I co-authored with Michaela Keet and Heather Heavin.

RPS Coach does not replace the mediator, the lawyers, or the parties, nor does it make decisions for them. Instead, it functions as a thinking partner that helps them clarify interests, analyze risks, generate options, and reflect on their choices.

Some characters use AI in ways that are already becoming common. People increasingly use AI tools to organize information, consider risks, prepare documents, and think through difficult decisions. Other uses of AI depicted in this story are not yet common in practice and are intended to encourage experimentation and discussion. The characters use AI in conversations between lawyers and clients, during mediation sessions, in the generation of settlement options, and in post-session reflection. The mediator uses AI as a sounding board. Many mediators, lawyers, and parties do not (yet) use AI in these ways. One purpose of this book is to encourage readers to consider how AI can enhance decision-making throughout a dispute resolution process.

This story would not have been possible without RPS Coach. Of course, Coach appears as a major character throughout the story. But it also played a critically important role behind the scenes in helping me create it. I conceived the story, developed its principal ideas, directed the writing process, and made the final decisions about every aspect of the manuscript. I used Coach as a collaborative thinking partner to brainstorm ideas, test the plausibility of events, develop characters, identify inconsistencies, improve dialogue, refine the chronology, and strengthen the logic of the mediation process. It also helped me organize the chapters, scenes, and documents so that they worked together as a coherent whole while preserving my goals, voice, and editorial judgment. This collaboration illustrates what I call a "centaur system," in which a person and an AI tool work together, each contributing complementary strengths. Here's a short blog post describing our collaborative process: *Writing with a Bot: I'm Pretty Sure I Wrote Most of This*.

A Resource for Teaching and Learning

This book is also intended to serve as a teaching resource. Teachers, trainers, students, mediators, lawyers, and others may use the chapters, scenes, and documents to discuss litigation interest and risk assessment, preparation, relationships, mediation strategy, decision-making, and the role of AI.

The scenes may be particularly useful in classes, workshops, and training programs because they provide detailed examples of conversations and choices. The story illustrates how AI can be used throughout the process. Some scenes are especially valuable to highlight techniques that often aren't covered much in courses and training programs. These include consultations between lawyers and clients to plan strategy (Scenes 5 and 8), conversations between lawyers to select a mediator (Scene 6), and preparing for mediation sessions (Scenes 7-9). The story also includes illustrations of emails, mediation memos, and a memorandum of agreement.

The dialogues involving RPS Coach are also intended to serve as teaching and learning resources beyond their illustration of AI assistance. They illustrate questions, analyses, and conversations that lawyers, mediators, executives, and others might use in preparing for negotiation or mediation, whether or not they actually use AI. Faculty, trainers, and students can analyze these exchanges, critique them, role-play them, or adapt them to their own situations. The dialogues also demonstrate one potential advantage of AI as a collaborative thinking partner: it can quickly provide a systematic framework for exploring issues, challenging assumptions, and considering alternative perspectives. Some users may also find it easier to explore difficult questions with an AI tool without worrying about being judged or affecting an ongoing professional relationship.

Many of the scenes illustrate litigation interest and risk assessment (LIRA) techniques. LIRA is a framework for helping people analyze expected court outcomes, expected tangible costs, and intangible interests of continued litigation. These elements are combined to develop a bottom line. People can use LIRA to plan strategy and decide whether to accept an offer, continue trying to reach agreement, or stop negotiating (presumably to focus on litigation).

The story does not attempt to portray the average of current practice, nor does it suggest that there is a single correct way to negotiate, mediate, represent clients, or use AI. Instead, it portrays thoughtful professionals making plausible decisions in realistic professional circumstances. It illustrates some ways that thoughtful professionals might approach negotiation, mediation, client representation, organizational decision-making, reflection, and the use of AI.

Chapter 1. Early Optimism

Pat Dorsey liked to get things done before lunch.

That was the joke in the office, anyway. Her calendar reflected a lifelong belief that most problems could be solved by 11:30 a.m. if you lined up the right people and didn't let them wander. As director of operations at Allied Manufacturing, Pat was used to evaluating vendors, skimming specs, and making gut calls – then cleaning up the mess if things went sideways. Sometimes they did, but mostly, they didn't.

Allied had been around for decades. It made valves, packaging systems, electric control units, and other industrial components that no one noticed unless they failed. Over time, it had accumulated four different internal software platforms for tracking orders, inventory, and billing. None spoke clearly to the others.

Monthly reports to the CEO, Aliya Jefferson, were cluttered with "exceptions" and "manual overrides," polite phrases for systems that required human intervention to survive. Late last year, Aliya authorized a major infrastructure investment and told Pat, simply, to fix it.

Pat had always worked in operations – on the plant floor, not in the boardroom – and she earned her reputation the hard way. Now 63, a senior executive at Allied, she understood bottlenecks, vendor excuses, and what happened when promises met reality. She was the one people called when projects went wrong. "Fix it" was her job description.

Allied needed a logistics and billing system that could integrate procurement, invoicing, fulfillment, and customer service, not one that functioned like a Frankenstein monster of twentieth-century electronics. The old system, Pat said, “was held together with Band-Aids.” Aliya made clear that she expected visible progress soon. It was a priority project, and Pat was given free rein to find the right partner.

She did what she usually did: she moved quickly and decisively. She ran a compressed RFP process, talked to six firms, and ruled out four. That left Turbine Logic, which seemed polished but vague. Computer Applications Systems, CAS, by contrast, was lean, sharp. It was interested in getting the contract, but not desperate. They did not appear to need Allied’s business. That alone made Pat pay attention.

CAS, founded eight years ago, was allergic to bureaucracy. They ran lean, spoke in code, and had engineers in five time zones. They had a string of successful, tough projects behind them, including government contracts, health systems, and aerospace supply chains. They succeeded in cleaning up messes that no one else could touch. They liked to say they weren’t a software company, they were a survival company. “People call us when someone else already failed,” one executive said. “And usually after the budget’s been spent.”

Pat was intrigued by Dr. Elena Morales, CAS’s chief technology officer, who was in her mid-40s. Elena’s path to CTO hadn’t been linear. She’d started as a software developer in Brazil, worked in open-source collectives, and later got recruited by a European firm building logistics software for post-conflict zones. She didn’t brag about her doctorate on adaptive systems under resource constraints. She preferred to show her capabilities in the solutions she structured.

Pat could tell that Elena was fluent in complexity. Elena asked questions no one else had asked. And Elena, for her part, had sized up Pat in the first five minutes – not as a bureaucrat, but as someone who’d fought her own systems before.

Their first conversation wasn’t memorable because of what Elena said – it was how she said it. Calm, candid, no hedging. She didn’t oversell. She didn’t undercut the competition. She asked smart questions about Allied’s workflows. When Pat described their existing setup, she didn’t roll her eyes like some of the others had.

Instead, she said, “That’s more common than you’d think. Legacy systems survive for a reason. What I’d want to know is who’s patching it together – and how fast they’re going to hate the new system you’re replacing it with.”

Pat laughed. Elena didn’t. That’s when Pat knew she’d be worth listening to.

Over the next several weeks, their teams traded proposals, demos, data, and timelines. There were hiccups. At one point, Elena pushed back on the rollout schedule – her team estimated that a conventional implementation would require about eight months. Pat told her bluntly that her CEO wasn’t going to wait eight months for “a glorified spreadsheet." Elena replied with a dry email: "Then we should not bid. Because that sounds like what you'll get from someone else." Somehow, that didn't kill the deal. It clarified it.

Elena came back with a hybrid proposal – phased delivery, with core functions live in five months and the rest layered on afterward. Pat saw what she was doing. Elena was negotiating, yes, but also offering a way for Pat to keep credibility upstairs while not blowing up the engineering reality for CAS. Pat respected that.

That respect deepened into trust. A kind of shared belief that both of them could deliver something that mattered. They developed a good working relationship and could see themselves becoming friends.

Elena and Pat had a good meeting on January 6 to nail down the final details. They agreed that CAS's lawyer, Jared Bennett, would draft the contract. Jordan Imani, Allied's inside counsel, raised some concerns about the limitations of liability and the lack of warranties, but Pat waved him off. "We're not going to court," she said. "We're building a system. Elena's solid." Top executives from both companies signed the contract on January 15, 2025, and Allied handed over a check for $500,000 as the first installment payment.

Jordan had joined Allied after ten years at a regional law firm where he had handled commercial litigation and contract disputes. Allied had hired him after his firm represented them in an arbitration with a supplier. He had come to Allied hoping to shift from cleaning up disputes to preventing them.

Jordan didn't push back at Pat about the CAS contract. The contract itself got negotiated faster than it should have. He was 35 and still figuring out how much pushback a young in-house lawyer was permitted. He had been with Allied only for about a year, and their last conversation had ended with Pat snapping, "Offer solutions, not lectures." Jordan logged his comments in the CAS file. "If things go south, we'll wish we had sharper teeth." He added a final note: "Consider fallback clauses if phased delivery fails."

After the companies signed the contract, Jordan reviewed the milestones. Five months to core delivery. Three more for full rollout. Then three months of post-launch support. He hoped he would never need to revisit those numbers.

Chapter 2. Signs of Trouble

Under the contract, the core system was scheduled to go live by June 15. Two days ahead of the deadline, CAS said it was ready.

Pat Dorsey allowed herself a small, private satisfaction when the confirmation email from her staff came through at 6:14 p.m. "Core functionality successfully deployed. System live."

She forwarded the message to her CEO, Aliya Jefferson, with a brief note: "On track. Core system live as of today. Minor stabilization expected over next two weeks."

Aliya responded within minutes. "Good. Keep me posted."

For the first 48 hours, nothing dramatic happened. That was, in enterprise implementations, a minor miracle.

There were questions, of course. Purchasing couldn't find a field they used to rely on. A shipping coordinator complained that the interface "looked different" and slowed her down. Finance flagged a few duplicate invoice numbers that turned out to be display issues rather than actual duplication. CAS engineers responded to tickets within hours. Everything felt manageable.

"Stabilization noise," Pat told her team during the next meeting. "Completely normal."

At CAS, the view was similar. Elena Morales skimmed the implementation dashboard between two other meetings – one involving a hospital network migration in Colorado and another about a state procurement upgrade that was running behind schedule. Elena nodded at the screen about the Allied job and moved on. Deployments always had some glitches. What mattered was trend direction. So far, Allied looked stable.

Allied's status indicator was green. A handful of Tier 1 tickets, mostly configuration adjustments. Pat's implementation lead had summarized the situation in a short note: "Early user confusion, nothing systemic. Monitoring discount logic mapping."

By the first week of July, the tone shifted slightly. Not sharply. Not in a way that forced escalation.

At Allied, internal emails multiplied. Some staff began maintaining shadow spreadsheets "just in case." A warehouse supervisor reverted to manually confirming certain shipment codes before release. The invoicing team noticed that transactions involving several long-standing customers were appearing under unfamiliar pricing categories in the new dashboard. They assumed it was a display difference.

Allied's implementation manager – young, competent, and exhausted – emailed CAS with a spreadsheet attachment labeled "Pricing Variance Review." The note was technical and cautious. "Seeing discrepancies between legacy volume discount tiers and current classification fields. Please confirm mapping logic."

A CAS engineer replied within six hours. "Mappings reflect onboarding documentation provided last month. Discount engine is calculating according to imported tier codes. Recommend validation of source data."

The exchange was professional. Efficient. No alarm bells. The spreadsheet was not forwarded to Pat. Instead, she received a summary in the weekly update: "Minor pricing classification questions under review. No systemic risk identified."

Pat accepted that. There were dozens of moving parts. She had no appetite for getting into the weeds of technical issues.

At CAS, the pricing inquiry was logged as low priority. An engineer noted privately that the legacy tier codes looked "messy," but assumed Allied's finance team would reconcile discrepancies quickly. No one escalated it to Elena. The dashboard remained green.

The Pinnacle issue did not appear all at once. Pinnacle Essentials was one of Allied's largest customers. Its pricing depended on negotiated volume thresholds developed years earlier. The old system, clumsy as it was, preserved those thresholds through manual workarounds as much as through programming.

The new system applied logic precisely. Too precisely. During data migration, Pinnacle's legacy classification code had been mapped to a default Tier 2 pricing category instead of its negotiated Tier 1 volume tier. The distinction was subtle in the database. The effect was enormous.

For the first two shipments in late July, the difference was negligible – fractions of a percent across dozens of line items. No one noticed.

By the third and fourth shipments in early August, the cumulative variance grew larger. Still not dramatic. Still explainable.

On August 11, Pinnacle's accounts payable manager sent an email to Allied's billing department. "We are seeing invoice discrepancies relative to contracted volume pricing. Please advise."

The email was polite. The second email, sent August 15 and copied to Pinnacle's CFO, was not. "We have identified cumulative overbilling exceeding $37,400 over the past three shipments. This requires immediate correction. We are suspending payment pending clarification."

That email was forwarded to Pat, who forwarded it to Aliya. Aliya did not shout when she called Pat. She rarely did. "Please explain ASAP."

Pat did not have an explanation. Within hours, Allied's finance team confirmed the overbilling. The system had recalculated volume discounts according to the new classification mapping. The logic itself was functioning exactly as configured.

But the configuration was wrong. Allied immediately corrected the invoicing error and refunded the amounts that Pinnacle had been overcharged. Even so, Pinnacle's executives made clear that the billing mistakes had disrupted their operations, consumed staff time, and shaken their confidence in Allied's reliability. On August 19, Pat authorized a $100,000 goodwill credit to Pinnacle to preserve the relationship and to avoid further tension. Pinnacle's sales vice president thanked her with visible relief. Pinnacle's CFO did not.

Pat called Elena the next day. It had been months since they'd had a substantive conversation. There had been short emails – status confirmations, milestone acknowledgments – but no long calls. Each had assumed the other would escalate if something significant arose.

The conversation was professional and businesslike. Pat described the overbilling, the credit Allied had issued, and the pressure from her CEO. Elena was surprised by the scale of the problem and immediately began reviewing the migration records. She explained that the pricing classifications appeared to match the data CAS had received from Allied, while Pat emphasized that Pinnacle had never been billed that way before. Neither believed the issue could be resolved during the call.

Neither raised her voice. Neither accused. But something shifted. Their shared sense of alignment began to fray.

Pat heard: “Your data is the problem.”

Elena heard: “Your system caused this.”

By the end of the conversation, both recognized that their organizations had made mistaken assumptions about communication and responsibility. They should have spoken weeks earlier. The dispute was no longer simply a technical problem. They would need to involve their lawyers.

They agreed that their respective teams would review the mapping in detail before they spoke again. When the call ended, neither felt reassured.

Over the next week, engineers on both sides exchanged increasingly technical messages. Spreadsheets grew larger. Explanations grew longer. Each side documented its reasoning. The tone of the messages became increasingly tense and subtly accusatory.

CAS produced onboarding records showing the tier code provided by Allied. Allied produced historical invoices showing the discount. The truth lay somewhere in between: the old system had relied on manual overrides layered on top of flawed data. The new system automated what it was given. But the customer saw only overbilling.

Inside Allied, the mood hardened. Executives asked whether CAS had properly validated the migration. Someone asked why the issue hadn’t been detected during testing. Someone else asked whether the contract included performance guarantees.

Pat felt pressure from above and irritation from below. Her implementation team admitted, quietly, that they had seen “some oddities” in pricing fields during the first week but assumed CAS would reconcile them.

“Why wasn’t I told?” Pat asked.

“We thought it was configuration noise,” the project manager said.

At CAS, Elena finally saw the full email threads. She realized the initial pricing inquiry had been treated as minor. She called her implementation lead. “Why wasn’t this escalated?”

“It looked like a data issue on their side,” he said. “We answered the ticket.” Elena closed her eyes briefly. Answering a ticket was not the same as assessing systemic risk.

Jordan Imani, Allied’s in-house lawyer who had worked on the original contract, learned of the Pinnacle credit from a brief update in a finance memo. “Customer accommodation issued – $100,000 – related to new system pricing variance.” He reread the line twice.

“Is this tied to the CAS rollout?” he asked Pat later that day.

“It’s being handled,” she said.

“Is there potential breach exposure?”

“We’re sorting out configuration issues. It’s not a breach.”

Jordan nodded, but he opened the contract file that evening and reviewed the milestone schedule. Core delivery had triggered the second 25% payment – $1 million total paid to date. The next milestone – full system rollout – was just a few weeks away. He made a quiet note in his file: “Monitor escalation risk. Confirm whether written demand is warranted if dispute persists.” He did not press further.

Allied’s executives questioned whether other customers might be affected. Finance initiated a broader audit. Implementation slowed. Trust thinned.

After a week of increasingly technical exchanges between their teams, Pat and Elena had a phone call on August 27. It was no longer a routine check-in. What had begun as a technical review became an argument about accountability. Pat pressed on validation failures and downstream impact. Elena pushed back on data integrity and scope boundaries. Each cited documentation. Each heard deflection.

By the end of the call, neither believed the other fully understood the cost of what had happened. The issue was no longer confined to a pricing tier. What had once felt like collaborative problem-solving now felt like controlled positioning.

Chapter 3. Looking for Guidance

After her call with Elena, Pat realized that this was no longer an implementation problem. It was a dispute.

She had not read the contract closely since January. She read the sections slowly, then again. At the time, the negotiation had felt efficient, even collaborative. Now, the contract felt different. The exclusion of consequential damages. The limited warranty language.

Two million dollars total contract value. One million already paid. Liability capped at the amount paid. Her jaw tightened. How had Legal agreed to this?

She knew the answer – or part of it. Allied had been eager to move. Pat felt pressure from Aliya, the CEO, to “fix” the system. CAS’s plan had been competitive. The timeline had been tight.

But that did not quiet her rising irritation. If the contract constrained Allied’s leverage now, someone had accepted those constraints then.

Over the summer, Allied’s deputy general counsel had circulated a short memo about an AI tool called RPS Coach. It is a negotiation and mediation support system designed to help professionals think more strategically about conflict. He recommended it not only to the lawyers in the department, but also to senior executives involved in contract negotiations and customer disputes.

Pat had skimmed the memo at the time. She regularly used AI tools for scheduling, data summaries, and technical research. She bookmarked the link and moved on.

Now, staring at the contract, she opened RPS Coach for the first time. She began typing before she had fully decided what she wanted to ask. But it had been drummed into her that she should not input names into AI tools, so she used a pseudonym for CAS.

She briefly described the failed implementation, the $100,000 customer credit, her frustration with CAS over the pricing error, and her concern that Allied's contract had left the company with little practical leverage because of the liability cap and the exclusion of consequential damages. She ended by saying that she was uncertain whether escalating the dispute would improve Allied's position or simply push the companies toward litigation.

She clicked "enter." The response appeared within seconds. RPS Coach acknowledged her frustration. It then asked about her goals. What outcome did she want now – compensation, system stability, relationship repair, avoiding litigation, or all of the above? It asked what leverage still existed despite the liability cap such as payment withholding, rollout sequencing, reputational concerns, and future business.

She began typing a response defending her team's efforts. She deleted it. Then she started again. There had been emails. Variance spreadsheets. Working-level exchanges. She had not seen them in real time. Neither had Elena.

RPS Coach responded that shared responsibility did not eliminate leverage. It then shifted to strategy. If she was concerned about the contract, what options remained? Payment timing. Scope sequencing. Audit collaboration. Documentation of root cause. Careful framing of future communications. The tone remained matter-of-fact. Then it asked whether it might be useful to engage a neutral to help resolve the matter.

> You described frustration, internal pressure, and uncertainty about leverage. When disputes reach this stage, direct exchanges between parties can unintentionally reinforce defensive narratives. Would a structured conversation with a neutral help reset the dynamic before positions harden further?

Pat understood that this meant mediation but she worried that suggesting mediation might signal weakness. RPS Coach responded:

> A structured conversation with a neutral does not require concession. It can signal seriousness, willingness to clarify facts, and interest in efficient

resolution. It may also allow both sides to examine shared assumptions about implementation risk without posturing.

As the chat with RPS Coach wound down, Pat felt the familiar pull of irritation returning. The contract still felt constrained. The liability cap still limited what she could credibly threaten. And yet she knew that if she approached Jordan with even a hint of accusation, the discussion would narrow before it began.

Pat asked RPS Coach to help her draft an email requesting a meeting with Jordan. The first draft focused primarily on the contract. Pat realized that was not what she wanted. Her goal was not simply to revisit contract language but to encourage Jordan to think strategically about where Allied should go from there. After she explained that objective, Coach revised the email to emphasize collaboration, judgment, and future strategy rather than blame or legal analysis. Pat read the revision and sent it.

Jordan read the email the next morning. He could feel the subtext of Pat's message beneath the professionalism. The contract terms. The leverage question. The reference to performance failures. It was not an accusation. But it was not neutral either.

He felt a flicker of defensiveness. The contract had not been negotiated in a vacuum. The business folks had pushed for speed. CAS had insisted on market-standard limitations. He had flagged risk. The company had accepted it.

Still, the liability cap did look different now.

He opened the contract file on his computer and scrolled through his original redlines. He had not anticipated a six-figure customer credit so soon after the system went live. Jordan exhaled. A contract drafted months ago was now under scrutiny. He had pushed on warranty language, but not to the point of stalemate. CAS insisted on narrowing several provisions, and he had advised that the remaining risk was manageable given the contract value. The liability cap matched what he had seen in comparable agreements. At the time, that had reassured him. He had not insisted on a longer internal discussion about implementation risk or downstream operational disruption. He had assumed those risks would be managed in execution.

He opened RPS Coach and, using a pseudonym for CAS, described the pricing failure, the liability cap, growing frustration within the company, and his concern that the dispute could devolve into internal finger-pointing before he even spoke with Pat. RPS Coach responded, saying:

It sounds as though you are balancing three interests simultaneously – protecting the company's legal position, maintaining professional credibility, and preserving internal working relationships.

RPS Coach introduced a framework – litigation interest and risk assessment – a process for helping people analyze expected court outcomes, expected tangible costs, and intangible interests of continued litigation. These elements are combined to develop a "bottom line." RPS Coach explained that this helps people plan strategy and decide whether to accept an offer, continue trying to reach agreement, or stop negotiating, presumably to focus on litigation.

Jordan recognized the value immediately. If litigation was possible, he needed to estimate not only legal exposure but also business disruption. Discovery costs. Executive time. Reputational risk. The likelihood of prevailing versus the cost of proving it.

After discussing the litigation interest and risk assessment, Coach then asked, "Given that assessment, what process options are available?"

Jordan said that they could escalate to senior executives at both companies, attempt to renegotiate service terms, seek additional credits, prepare for litigation as a pressure tactic, or try mediation.

After discussing the options, Jordan decided that the companies should try to work out the problems themselves, but if that didn't work they might try mediation.

Based on this analysis, Jordan asked RPS Coach to draft an email to Pat suggesting that they review the situation and plan next steps together. It quickly produced an email that initially didn't quite capture what he wanted to say. Jordan felt that the first draft placed too much emphasis on reviewing the legal and historical aspects of the dispute. He wanted the email to emphasize collaboration and future decision-making instead. So he asked RPS Coach to revise the email. He was pleased with the new language and sent the email right away.

When Pat read the email later that afternoon, she felt some relief. The tone was steady. Not defensive. Not accusatory.

The dispute remained unresolved. But for the first time since the Pinnacle snafu, the conversation felt controlled rather than reactive.

Chapter 4: Laying the Groundwork for Mediation

In the days following their separate chats with RPS Coach, Pat and Jordan met to discuss the dispute with CAS. Each approached the meeting from a different vantage point. Pat focused on operational stability and the impact on Allied's relationship with its major customer, Pinnacle Essentials. Jordan focused on the legal posture created by the contract, particularly the implications of the liability cap and the exclusion of consequential damages.

They both recognized that the situation had moved beyond a technical implementation problem. The issuance of a $100,000 credit to Pinnacle had raised the stakes. They decided to meet with Allied's general counsel before taking any further action. They described the implementation problems, the Pinnacle credit, the contractual limitations, and their shared concern that reacting impulsively could make resolution more difficult.

After reviewing the situation, the general counsel concluded that Allied should preserve its legal position without unnecessarily escalating the dispute. On September 12, he sent a letter to CAS describing Allied's concerns, requesting prompt resolution of the technical problems, and notifying CAS that Allied would withhold the next scheduled payment under the contract pending resolution of those issues. The letter emphasized that Allied preferred a practical business solution but needed to preserve its contractual rights while the parties attempted to resolve the dispute.

On September 16, CAS responded with written notice that Allied was in default for nonpayment, triggering a 15-day period to cure the default provided by the contract. On October 2, CAS notified Allied that the remaining contract balance would be accelerated and that non-essential implementation work would be suspended.

On the morning of October 3, Pat met Jordan in his office to discuss the situation, which had escalated dramatically. When they met, the tone was professional and candid, though they were both feeling under the gun. Pat described the operational disruption and the pressure she felt from senior leadership, including concern from the general counsel and CEO. They all were upset about the $100,000 credit, the possibility of additional billing problems, the disruption of installation of the system, and CAS's halt of non-essential operations.

Jordan felt particularly anxious. He explained to Pat how the contractual limitations would affect any legal claim Allied might pursue. The contract included a liability cap equal to the fees paid, and it excluded consequential damages. This meant that even if Allied prevailed in litigation, the company's recovery could be limited. Litigation could also take years and require substantial legal and expert fees.

Rather than debating the contract language itself, the conversation turned to how Allied should respond strategically. Jordan suggested that before deciding on any particular course of action, it might be helpful to use RPS Coach to conduct a brief litigation interest and risk assessment together and to explore options for resolving the dispute without escalating into litigation.

On Jordan's computer, they dictated questions to RPS Coach describing the dispute with CAS, using a pseudonym to protect confidentiality. He explained that Allied had issued a $100,000 credit to a major customer after billing errors appeared shortly after the system went live and that Allied was withholding the next payment under the contract while the situation was investigated.

Chatting with RPS Coach, Pat and Jordan reflected on their priorities, including system stability, containment of financial exposure, and avoidance of prolonged litigation.

RPS Coach helped them compare two possible paths: direct negotiation with CAS and mediation with the assistance of a neutral third party. The discussion highlighted advantages of direct negotiation – speed, flexibility, and control – while also noting the risk that once lawyers became involved the conversation could quickly become adversarial. RPS Coach also explained that mediation could provide structure and help the parties address both technical and contractual issues, although it would require additional preparation and expense.

During the discussion, Pat raised a concern that reaching out to negotiate or mediate might signal weakness because CAS had just suspended non-essential work and demanded accelerated payment. RPS Coach responded that the perception would depend on how the outreach was framed and that early conversations are often understood as attempts to manage risk rather than concessions of legal weakness.

After closing RPS Coach, Pat and Jordan continued discussing their options. They agreed that a direct negotiation between the companies might quickly become adversarial, particularly because CAS's lawyer, Jared Bennett, was known for taking a hard line in disputes.

They concluded that mediation might offer a better chance of addressing both the operational problems and the legal issues, hopefully preventing the dispute from spiraling into litigation. They decided that Jordan should call Jared to gauge whether CAS might be open to the idea.

Jordan had dealt with Jared when negotiating the agreement with CAS, and he didn't relish the idea of talking with him now, especially given Allied's weak legal position. Still, the discussion with Pat and their joint chat with RPS Coach persuaded him that an early mediation might clarify whether the dispute could be managed before both companies became entrenched in litigation.

Jared was in his early 50s and had built a reputation as a disciplined commercial litigator. Earlier in his career, he had worked at a large national law firm where he handled complex technology and contract disputes. Although the firm provided significant resources and a steady stream of major cases, Jared eventually grew restless within the structure of large-firm practice.

Ten years ago, he and two colleagues left to establish a litigation boutique that allowed them greater control over case strategy and client relationships. Over the years, his firm developed a prosperous practice representing mid-sized technology companies in commercial disputes.

Jared approached conflicts thoroughly. When he got Allied's demand letter, he reviewed the contract provisions governing liability and damages, which immediately caught his attention. He remembered having insisted on strong provisions that significantly limited Allied's potential recovery.

In Jared's experience, disputes like this often followed a familiar pattern. A customer encountered operational problems during implementation, financial losses followed, and the customer sought to shift responsibility to the vendor. Contracts were negotiated precisely to allocate those risks.

When disputes arose, he often "won" through negotiation and mediation by wielding powerful threats of litigation. Mediation, in his view, was not a gesture of cooperation but a strategic setting in which contractual leverage could shape the outcome. If this case went to trial, Allied's legal case would be weaker than its demand letter suggested.

Jordan had a Zoom call with Jared on October 6. The conversation was professional but guarded. Both attorneys were careful not to concede strategic ground. They both knew that the early stages of a dispute often set the tone for negotiations that followed.

During the call, they exchanged their views about the situation. Jared said that CAS did what it promised. He emphasized the contractual provisions limiting liability and he indicated that the system had been implemented according to the agreed specifications. If Allied was having second thoughts, that was not CAS's problem.

Jordan kept his voice measured. He pushed back, arguing that the performance and implementation history couldn't be separated from the billing problems. He acknowledged the contractual framework but explained that Allied remained concerned about the operational consequences of the pricing failures. He said that Allied wanted to resolve this billing issue and preserve the business relationship.

Neither side gave ground on principle, and both said they were willing to go to court if necessary. Toward the end of the conversation, Jordan suggested that it might be worthwhile for the companies to consider mediation before committing substantial resources to litigation. He framed the idea not as a concession but as a practical way to examine the operational and contractual issues in a structured setting.

Jared felt that the fact that Jordan was calling to suggest mediation indicated that he knew they had a weak case. But Jared also knew his client. CAS didn't want a lawsuit. They often hesitated to press their legal advantage, preferring to avoid confrontation even when the contract favored them. They wanted this problem contained, quiet, and resolved without a public spectacle. Mediation would provide an opportunity to reinforce their leverage while exploring whether a practical business solution was possible.

Jared made clear that CAS was open to mediation – but only if it stayed narrowly focused. He insisted on a one-day Zoom session addressing the operational and billing issues rather than reopening the broader contract negotiations.

Jared and Jordan discussed three possible mediators, eventually agreeing on Rami Sinclair. They both had worked with her previously and respected her ability to manage technical disputes involving both operational and contractual issues. Jordan would check on Rami's availability and coordinate with Jared's assistant.

Chapter 5. Preparing for the Mediation Session

After Jordan and Jared agreed to ask if Rami Sinclair might mediate their dispute, Jordan called her. She was usually booked several months in advance, but a large case on her calendar had just settled, leaving an unexpected opening. Allied needed to get the computer system working properly as soon as possible, so Jordan was relieved that Rami could schedule the mediation so quickly.

Rami arranged for separate preparation calls with both lawyers. Like many experienced mediators, Rami routinely conducted preparation calls before mediation sessions to understand the dispute, identify potential obstacles, and ensure that the right participants and information would be available during the mediation session.

On October 17, Rami had a Zoom call with Jordan. After some small talk, she invited him to describe Allied's perspective on the dispute. Jordan explained that Allied believed CAS had failed to adequately perform under the contract, which had caused significant operational disruption. The billing problems that surfaced after the system went live had forced Allied to issue a $100,000 credit to one of its major customers, Pinnacle Essentials. The incident had also raised concerns within Allied's leadership about whether additional problems might still be embedded in the system. He described how Allied sent a demand letter and withheld the scheduled third installment, which prompted CAS to stop non-essential work and demand acceleration of the two remaining installments.

Rami asked Jordan what Allied hoped to accomplish through mediation. He emphasized that Allied's primary goal was to ensure that the system operated reliably. Allied still needed CAS to complete the implementation of the system, and it needed confidence that the billing system would function correctly going forward. Financial adjustments mattered, but the immediate priority was making sure the system worked reliably and that Allied's staff received the support and training needed to use it effectively.

Jordan acknowledged the legal constraints created by the contract, which arguably could limit Allied's recovery in court. So Allied preferred a practical solution if CAS would be reasonable.

Rami then asked about decision-making authority. Jordan explained that Allied's CEO, Aliya Jefferson, had been fully briefed on the dispute. She would not attend the mediation session, but Pat Dorsey, the operations director, would attend. Aliya would be available on Zoom in if needed. Any potential agreement would be reviewed by Allied's leadership before being finalized.

They agreed that Jordan would provide her with a confidential mediation memo at least a week before the mediation session.

Rami mentioned that she generally encourages participants to use tools such as RPS Coach to prepare for mediation. She explained that she also uses RPS Coach in preparing for mediation and provides only de-identified information. She noted that although using pseudonyms reduces the risk of re-identification, it does not eliminate that risk completely. Jordan said he was comfortable with her using RPS Coach. He and Pat had already used it and expected to use it again before the mediation session – and probably while Rami was meeting with CAS.

Before concluding the call, Jordan raised a concern about CAS's attorney, Jared Bennett. Jordan knew that Rami had worked with him on other cases and that Jared was known for taking an aggressive litigation posture. Jordan worried that Jared might try to turn the mediation into a debate about legal liability rather than a conversation about how to resolve the operational problems.

Rami listened carefully and reassured him that managing those dynamics was part of her role as mediator. She explained that she would structure the session to address both the legal and operational issues.

After speaking with Rami, Jordan met with Pat to discuss how they should approach the mediation session. Pat admitted that she felt uneasy about the process. She was frustrated by the problems that had arisen during the system rollout and concerned about the impact on Allied's customers. At the same time, she knew that Allied still depended on CAS to complete the system, and she hoped the mediation might help stabilize the relationship enough to finish the project.

Jordan reviewed the structure of the mediation with her. Rami said she would presumably begin with a brief joint session before moving into private meetings with each side. Jordan explained that the private discussions would allow the participants to explore options candidly without committing to any particular position.

Pat also reflected on her past working relationship with Elena. Early in the project, they had collaborated closely and productively. As the dispute escalated, the relationship between them and their companies had become strained. Pat admitted that she felt a mix of frustration and disappointment, but she also recognized that rebuilding a constructive relationship with CAS could still be valuable if the operational problems could be resolved.

Jordan acknowledged the complexity of the situation. He returned to their earlier chat with RPS Coach about the case. It outlined a litigation interest and risk assessment (LIRA) and suggested anticipating how CAS might perceive the situation by developing a LIRA from CAS's perspective. Coach noted that, although the parties had different interests about the credit given to Pinnacle, they shared an interest in minimizing the tangible and intangible costs of continued disputing. In the big picture, the common interests could outweigh the conflicting interests about the credit.

Jordan and Pat reviewed the key points they wanted to communicate during the mediation. Jordan would address the legal issues, while Pat would explain the operational impact of the system failures and what Allied needed to move forward.

They also discussed what success might look like. Ideally, CAS would commit to a clear plan for fixing the remaining issues, provide meaningful training and support for Allied's staff, and offer a fair financial adjustment. After his conversation with Pat, Jordan drafted a memo for Rami based on their strategy.

Rami also talked with Jared to prepare for the mediation session. He approached the conversation with the same disciplined tone that generally characterized his legal work. He explained that CAS had fulfilled its obligations under the contract. In his view, the system had been implemented according to the agreed specifications, and the contract clearly limited CAS's liability for the kinds of financial losses Allied described.

Rami asked about CAS's goals for the mediation. Jared responded that CAS expected Allied to honor the remaining payment obligations under the contract. At the same time, CAS was willing to discuss the operational concerns Allied had raised, provided that the mediation remained focused on those specific issues rather than revisiting the contract negotiations themselves. Although CAS demanded acceleration of the payments, they would accept installment payments if the parties could reach a reasonable agreement. If Allied refused to reach a reasonable agreement, CAS would press for immediate payment in full.

When Rami asked about decision-making authority, Jared explained that he had authority to negotiate within parameters set by CAS leadership. Elena Morales, CAS's chief technology officer, would attend the session to address technical questions. A senior executive could participate by Zoom, though he hoped that wouldn't be necessary. Any final agreement would require approval by senior executives.

Jared said that he would provide Rami with a confidential mediation memo at least a week before the mediation session.

Rami mentioned that she generally encourages participants to use AI tools such as RPS Coach to prepare for mediation. Jared acknowledged the suggestion and said he would consider it while preparing with Elena.

Jared scheduled a meeting with Elena Morales to prepare for the mediation session following his call with Rami. Elena arrived carrying a marked-up copy of the system specifications. She had spent the previous evening reviewing the documents and thinking about the implementation process.

Jared outlined CAS's legal position. The company had met the requirements set out in the contract, he said, and Allied's complaints appeared to stem largely from internal operational challenges. CAS expected Allied to complete the remaining payments under the agreement – or make an immediate payment in full.

Elena listened carefully but focused on a different dimension of the dispute. She understood the contractual framework, but she was also thinking about the operational consequences if the contract collapsed. She asked Jared whether there might still be a path to continue working with Allied.

Jared responded cautiously. If Allied met its obligations and approached the discussion constructively, a path forward might be possible. But CAS would not accept responsibility for problems that the contract did not assign to it.

Elena agreed to focus her role during the mediation on explaining the technical aspects of the implementation and clarifying any misunderstandings about how the system had been configured. Jared would handle the legal and financial negotiations.

After talking with Jordan and Jared, Rami reviewed her notes from the calls. She had mediated many technology disputes, and the pattern was often the same. Lawyers framed the disagreement in legal terms – breach of contract, payment obligations, liability caps – while the underlying conflict revolved around operational breakdowns and strained working relationships. In this case, both dimensions were clearly present. If operational issues remained unresolved, a purely legal settlement rarely lasted.

In this case, the contract clearly mattered. Jared would emphasize the exclusion of consequential damages and the allocation of risk. But Jordan had made it clear that Allied's immediate concern was stabilizing the system and restoring confidence in its billing processes.

Rami planned how she would structure the session. The opening conversation would simply review the plan for the day without getting into the substance of the dispute. She wanted to make sure that they all agreed on the process and that they didn't have to leave before 5 P.M., the time set for the session to end.

Rami knew that lawyers generally were wary about having substantive discussions in joint sessions at all – and especially not at the outset of the mediation session. Lawyers generally preferred private meetings to make their arguments forcefully without worrying about blowback from the opposing parties. "Caucuses," as mediators called them, could also help the parties explore options that addressed both the contractual issues and the operational challenges.

Rami carefully read the mediation memos from both sides. Jared would likely emphasize the contract's allocation of risk and the payments Allied had withheld. Jordan, by contrast, would focus on the operational consequences of the implementation problems and the need to stabilize the system.

Rami suspected that neither approach alone would lead to a durable resolution. Even if the lawyers could reach a financial settlement, the underlying operational issues would still need to be addressed if the companies were to continue working together. And if the relationship ended, both sides would still have to manage the practical consequences of unwinding a partially implemented system.

She also noticed another layer in the dispute. From her conversations with the lawyers, it was clear that Pat Dorsey and Elena Morales had once worked closely together during the early stages of the project. Whether that professional relationship could be repaired – or whether the companies would ultimately separate – might influence the outcome of the mediation as much as the legal arguments themselves.

Rami found the RPS Coach tool to be very helpful in many aspects of mediation – especially for planning mediation sessions. Even after years of mediating disputes like this one, she had learned that thoughtful preparation often made the difference between a mediation that stalled and one that helped the parties move toward a satisfying resolution.

She opened a new session with RPS Coach. Before uploading the mediation memos, she removed the names of the companies and the individuals involved. She then summarized the dispute and attached the edited versions of the memos so the system could review them.

After uploading the edited mediation memos and her summary of the dispute, Rami chatted with RPS Coach to help her refine her preparation for the mediation session.

Although she had already thought carefully about the case, she wanted another perspective on how best to prepare for the mediation. She asked RPS Coach to analyze the themes reflected in the mediation memos and suggest ideas for structuring the session.

RPS Coach observed that, despite their sharply different legal positions, the parties appeared to share several important business interests. Both wanted a functioning software system. Both wanted to avoid the costs and uncertainty of continued litigation. Neither appeared eager to abandon the project if a practical solution could be found.

The observation was not surprising to Rami. As an experienced mediator, she routinely looked for common interests to provide a foundation for productive discussions. The challenge was helping the participants recognize those interests without minimizing the legitimate issues that divided them.

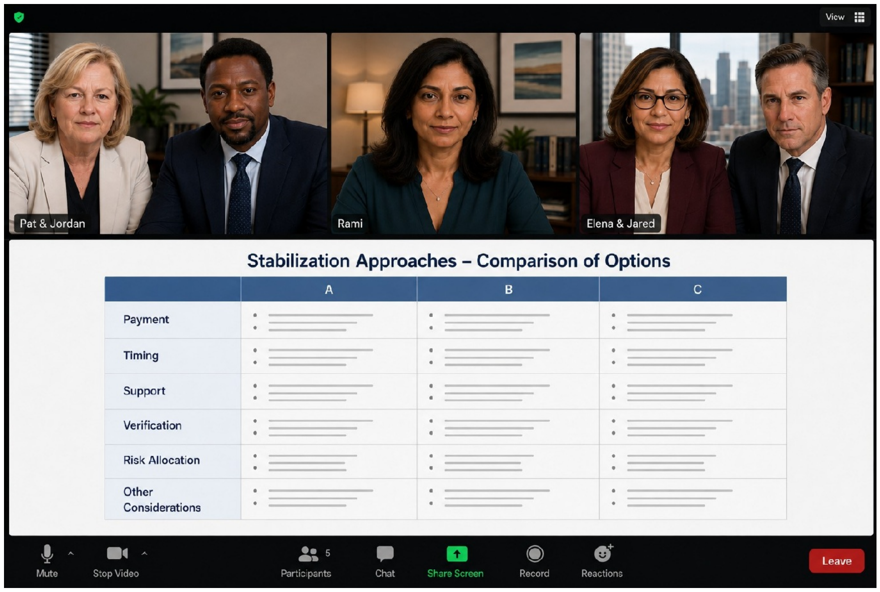
As Rami and RPS Coach continued their discussion, they explored how the opening of the mediation session might influence the rest of the day. They discussed the tendency of lawyers to begin by emphasizing legal positions and considered whether the business representatives might lead off, focusing on the practical outcomes they hoped to achieve.

She knew that lawyers generally want to control the process and make their legal arguments to set “markers” for their negotiating positions. This can aggravate adversarial dynamics, and she chatted with RPS Coach about how they could change the process. They discussed possibilities for Pat and Elena to make brief statements in the joint opening session. She didn’t want to spring this on the lawyers, so she planned to discuss this idea with the lawyers before the joint session began. Depending on their reactions, she could encourage discussion of business objectives in the joint session or explore them in private meetings.

After her chat with Coach, Rami had not fundamentally changed her view of the dispute. Instead, it helped her refine her thinking about how to structure the mediation. She closed the chat with several process options in mind, intending to decide which approach would be most productive after seeing how the participants responded.

By the time she finished reviewing the conversation with RPS Coach, Rami could not predict how the lawyers and executives would respond once they were together. But careful preparation – including a chat with RPS Coach – had given her several ideas about how to begin the conversation.

Chapter 6. The Mediation Session



On the morning of November 3, Pat, Jordan, Elena, Jared, and Rami were all mentally preparing for the mediation session.

Pat was a bundle of emotions. The CAS software installation probably would be her last major project at Allied, and she didn't want a screw-up to be what everybody remembered about her. She felt a little guilty because she pushed to get the project going quickly – maybe too quickly. But there was a lot of blame to go around. Jordan might have pushed harder in negotiation. Elena could have been more cooperative when problems arose. And if Jared wasn't such an ass, they really might have been able to work things out. But that was all water under the bridge. She was both anxious and hopeful. Although she had issues with Jordan in the past, they had really bonded while working together to deal with this dispute. She was glad that he would be by her side and take the lead.

Jordan was ready. He didn't look forward to dealing with Jared, but he was glad that they wouldn't interact directly very much because they would mostly be in separate sessions. Rami would take the hard edges off his tough posturing when she reported on her conversations with him and Elena. At the end of the day, this case should settle – it just wasn't in CAS's interest to overreach. A lot would depend on Elena's approach and whether she could rein in Jared's adversarial tendencies.

Elena really hoped that they could work out a deal. The technical problems could be fixed. It just required level-headed thinking from everyone. She was most concerned about Jared, who had always pushed to maximize CAS's advantage. There was a place for that, but he generally didn't seem to appreciate the business interests in cooperating and maintaining good relationships. She felt guilty about how things turned out with Pat. They had such a good relationship when the project started. Now it was cold and formal.

Jared felt ready to do his thing in mediation. He had successfully represented a lot of clients in mediation, and he felt confident. The facts and the law were on his side, and he always let everyone know that he wouldn't be pushed around. He knew that clients like CAS often didn't want him to push quite so hard because it risked alienating people they needed to work with. He had to moderate his approach somewhat to satisfy clients, who he hoped would hire him for other matters in the future. But they hired him to get the best deal they could.

Rami felt pretty comfortable going into the mediation. She had done hundreds of mediations, and she felt well prepared based on her conversations with Jordan and Jared, their mediation memos, and her chat with RPS Coach. She anticipated that there might be some static involving Jared, but she had worked with him before and she knew how to handle him. A lot of active listening and some praise would go a long way. Although she felt confident, she always felt a twinge of stage fright before mediation sessions. But it always went away as soon as she got started.

At 8:30, the mediation session got started on Zoom. Pat and Jordan sat side by side at a conference table in Allied's headquarters. Across town, in a similar room in Jared's office, Elena and Jared occupied their own rectangle on the screen. Rami appeared from her office in the third rectangle.

The format was practical and familiar – breakout rooms for private sessions, joint sessions if and when needed.

Rami asked if she could speak privately with Jared and Jordan before they got started, and they had a three-way call using their cell phones. Rami greeted them both warmly, noting that they had worked together in the past. From the conversations with them and their mediation memos, she knew that Pat and Elena were very familiar with the details. Rami wondered if it might be helpful to start with a brief statement from both of them at the outset. Party representatives usually didn't say much, especially in an opening joint session. But she thought that it might be helpful if they would focus on their goals and what would be needed to get the project back on track. Jordan immediately responded enthusiastically. Jared was not enthusiastic. Talking was his thing, not Elena's. But she was smart and he had confidence in her. So he agreed.

When the brief joint session began on Zoom, Rami described the process and made sure that everyone was on the same page. She noted that the lawyers had agreed that the session was scheduled to continue until 5 P.M. if needed. She wanted to make sure that no one had to leave before then. She had a case where a lawyer suddenly announced in the middle of the afternoon that he had to leave. This was extremely disruptive, and Rami vowed that in the future, she would always check on the timing at the beginning of mediation sessions.

Rami said that Jared and Jordan agreed that it might be helpful if Pat and Elena said a few words about the current status of the job and what would be needed to complete it. Pat went first, summarizing the problems that Allied had experienced and listing what still needed to be fixed. Elena generally agreed with Pat's list, but said that the problems were not CAS's fault.

Rami could hear the tension in their voices. She noted that it was obviously hard for both of them to be in this situation, but they both seemed to want to get the job done. She said that while they had different perspectives about what happened in the past, who was responsible, and how this dispute should be resolved, they seemed to share an interest in working something out. Both nodded.

Rami turned to the lawyers, saying that she had read their memos carefully and she wanted to know if they had anything to add. Jared jumped in, repeating points from his memo and emphasizing that Allied was in breach and that CAS would go to court if Allied wouldn't be reasonable. Jordan didn't take the bait. He said that both sides knew each other's positions and they should just go into separate sessions to see if they could reach an agreement acceptable to both sides.

In the morning, Rami shuttled between the two separate breakout rooms. The dispute had gradually shifted shape. What began as a binary argument – "you owe us a million dollars" versus "your system doesn't work" – had become something more complex. Each side privately acknowledged that litigation would not fix the operational problem and would not deliver payment anytime soon. Allied needed to get the system working as soon as possible, and CAS didn't want to wait to get paid until litigation was resolved.

In the preliminary calls with the lawyers, Rami told them that she might use RPS Coach, which turned out to be very helpful. During the private meetings, she uploaded each side's mediation memo into separate chats. This had become her regular practice, so she prepared the memos in advance by using the pseudonyms Associated and SysCo for the parties. These chats didn't significantly change people's positions, but they helped them understand the other side's perspectives and often "softened" them so they became a bit more cooperative. The chats with RPS Coach reinforced what both sides knew: trial would be expensive and uncertain, while operational failure and continuing conflict threatened important business interests of both parties regardless of who eventually won in court.

In the private session with Jordan and Pat, they made clear that reliability came first. Money mattered, but only if the system could be trusted. Trust in the software was low. Trust in CAS was conditional. Tone, seriousness, and visible commitment would determine whether flexibility was possible.

In CAS's first private session, Jared framed the dispute as a straightforward breach of contract. Jared was genuinely confident in his legal position. Elena, without contradicting him, provided a broader view. Litigation might satisfy principle, but it would undermine the commercial reality. She became frustrated with Jared's adversarial approach though she didn't express it directly. The executive team preferred resolution to litigation, but they would litigate if necessary.

After several private sessions with both sides, everyone broke for lunch. This gave the parties and lawyers a chance to reflect, discuss their progress, and consider what still needed to be done to nail down an agreement.

After lunch, Rami had several more private sessions with both sides. These were shorter than in the morning. The parties were converging on a structure for the agreement. Both companies wanted the contract completed. Both wanted payment to flow. Both wanted the system stabilized. The differences were about sequencing, leverage, and optics. Rami's role was to help the parties decide what they were willing to risk in order to satisfy their interests, not to predict who would win at trial.

Three Structures Instead of One

By mid-afternoon, Rami thought that it would be helpful to convene everyone in a joint session to work out the details. Everyone agreed that was a good idea.

Rather than having parties haggle about a single proposal, Rami used RPS Coach to generate three options – fast, moderate, and deliberate. Each option varied the payment schedule, verification period, level of technical support, and escalation process, thereby allocating risk differently rather than merely proposing different numbers.

All three options shared a common reliability definition: 99% weekly uptime excluding scheduled maintenance, third-party failures, and documented user error, with a five-business-day cure period for material failures. Payment milestones would pause if reliability was not restored. The benchmark did more than define uptime. It converted trust into a measurable standard. Instead of arguing about blame, the parties would now be focusing on data.

The fast option compressed everything into 30 days, accelerated the payment schedule, required intensive on-site engineering support, and included a $75,000 acceleration fee payable by Allied. This option promised rapid closure but demanded extraordinary coordination.

The deliberate option stretched verification across 90 days, slowed payments, reduced operational intensity, and extended uncertainty.

The moderate option – 60 days, balanced payment sequencing, structured training, and defined escalation – sat between urgency and caution.

As expected, the lawyers reacted first. Jared gravitated toward the fast option. It moved money quickly, signaled contractual confidence, and included the substantial acceleration fee. Jordan preferred the deliberate option. It preserved leverage, protected against premature payment, and didn't include an acceleration fee. The tension between them was professional but sharp. Each invoked principle. Each spoke in the language of risk and precedent.

Pat looked toward Elena. She said that the moderate approach appealed to her because Allied can't afford another round of explanations instead of solutions. From Allied's perspective, she said, once the system went live, it often felt as though CAS was explaining why the software should have worked instead of helping us understand why it wasn't.

Elena responded angrily. "That's just not true." She said that CAS responded promptly and the problem was that Allied's employees didn't understand those responses.

Rami jumped in, noting that they were arguing about who was right in the past. She said that they could continue discussing past responsibility or return to deciding how to produce a successful implementation. She asked which approach they wanted to use at that point. Framed in that way, it was hard for Pat and Elena to say they wanted to continue arguing.

The energy shifted when the conversation moved from precedent to performance. Pat resisted compression. Thirty days felt fragile. Ninety days felt too long. The 60-day structure felt disciplined. Elena agreed. Cash flow mattered, but so did credibility. The moderate model allowed CAS to receive substantial payment immediately while retaining performance checkpoints. They concluded that the moderate structure struck the most workable balance between operational confidence, payment flow, and implementation risk. The moderate structure allocated discomfort to both sides without overwhelming either one.

Once they agreed on the overall structure, the remaining points came together fairly easily. Rami summarized the agreement, checking to make sure that everyone was on board. The moderate option required both companies to assume meaningful obligations without asking either to accept disproportionate risk. Allied would release part of the withheld payment when the agreement would be signed. The balance would be paid in stages tied to objective performance benchmarks during a 60-day verification period. If significant problems arose, CAS would have an opportunity to correct them before additional payments became due. It would provide additional technical support during implementation, and the parties would establish an early dispute resolution process so operational issues could be addressed promptly before they grew into legal disputes.

Everyone agreed that Rami summarized the structure accurately.

The Last Obstacle: Pinnacle

Just as consensus seemed within reach, the unresolved $100,000 credit to Pinnacle resurfaced. Allied had provided the credit to preserve an important customer relationship after system instability caused disruption. CAS characterized it as consequential damages excluded under the contract. For a moment, the deal wobbled. The lawyers crossed swords. Jared invoked contractual exclusions. Jordan invoked damages and fairness.

Rami reframed the issue not as liability but as allocation. Both companies had absorbed costs. The question was how to distribute the remaining loss so that the agreement could survive.

After Jordan proposed $50,000 and Jared offered $20,000, the executives again stepped forward. Elena suggested a $40,000 credit applied to the final payment, explicitly without admission of liability. Allied would absorb the remaining $60,000.

It was imperfect. It was not principled in the abstract. It was workable. And workable was good enough.

Getting It in Writing

Rami dictated a prompt to RPS Coach to generate a non-binding memorandum of understanding using pseudonyms for the parties' names. The parties would be legally bound only by execution of a definitive written agreement. When they drafted the final agreement, they could easily replace the pseudonyms with the actual names.

Then another issue surfaced: who would draft that agreement? Pat insisted that Allied should draft the agreement. The prior contract, drafted by CAS, still carried provisions Allied now viewed as imbalanced. Elena bristled at the implication, but she understood the optics. For a moment, the earlier tension resurfaced. Pat wanted symbolic balance. Elena wanted commercial stability. Both recognized that neither goal required reopening the substantive deal.

The drafting dispute symbolized feelings about how the dispute came about and who might be vulnerable in the settlement. With Rami's guidance, they agreed that

Allied would prepare the first draft of the agreement. CAS would review the draft and suggest any changes. Rami would remain available to resolve drafting disputes.

No one celebrated. Pat said that they had work to do and hoped that implementation would match commitment. Elena responded in kind, emphasizing execution over rhetoric. Jordan and Jared exchanged restrained assurances about prompt drafting and careful review.

The relief was measurable but contained. No one declared victory. No one apologized. Everyone felt glad to have reached an agreement that they could live with.

After the Session

Pat and Elena each called their respective CEOs, and the lawyers called the general counsel. At Allied, the CEO, Aliya Jefferson, listened carefully as Pat described the 60-day verification model, the 99% reliability benchmark, the cure provision, and the partial allocation of the Pinnacle credit. She focused on Allied's interests, not who would win in court. Aliya had mixed reactions. She was relieved that cash outflow was sequenced to retain leverage until performance was verified. But she was frustrated that Allied would absorb part of the $100,000 credit to Pinnacle.

At CAS, Elena discussed the agreement with her CEO, Devika Shah. Elena described the accelerated payment upon execution, the structured milestones, and the framing of the Pinnacle credit as a commercial accommodation rather than liability. Devika expressed dissatisfaction with the concession but relief at restoring payment flow and avoiding the distraction of litigation.

Both leadership teams arrived at similar conclusions: the agreement was not ideal, but it was preferable to the uncertainty and cost of trial.

Jordan drafted the agreement. Jared suggested a few minor changes, but nothing critical. He understood that Devika wanted this dispute – and their legal fees – to stop. Jared might have insisted on some substantial wording changes, but he got the message and he wanted to keep CAS as a client.

Jordan, too, was more restrained than he might once have been. The goal was to secure a functioning agreement.

What finally resolved the dispute was not a declaration of fault but a disciplined allocation of risk. No one left believing they had won. But they all believed there was a realistic expectation that this agreement would resolve the problems and restore the business relationship.

The original deal had been derailed. It was now, cautiously, back on track.

Chapter 7: Epilogue

The agreement between Allied and CAS held. CAS completed its work slightly ahead of schedule. Allied disbursed the payments promptly.

Implementation was not flawless, but it was steady. The verification benchmarks did what they were designed to do. They converted doubt into measurable actions. Technical glitches surfaced, were promptly addressed, and gradually diminished. Payments flowed. Confidence returned. After a few months, Allied rarely needed to contact CAS for technical support.

Pat Dorsey

A few weeks after Allied and CAS signed the final agreement, Pat and Elena met for lunch without lawyers, agendas, or escalation protocols. They chose a quiet restaurant halfway between their offices.

The conversation was not dramatic. There were no sweeping apologies. Instead, there was a candid acknowledgment that each of them had felt squeezed – accountable to their companies, responsible for their teams, and pressured by their lawyers. Both wanted to rebuild the professional – and personal – relationship they had valued.

They spoke about how easy it had been to misinterpret tone over email, how quickly institutional roles can override personal goodwill, and how hard it is to admit uncertainty when others are watching. They did not re-litigate the dispute. They did not need to.

By the end of lunch, they both felt a quiet sense of relief – and the restoration of the mutual respect they had first developed when they negotiated the agreement. Over time, that respect turned into an easy friendship. They sent Christmas cards to each other every year.

Within two years of the contract's completion, Pat retired. She and her husband moved to Southern California to be closer to their children and grandchildren. For the first time in decades, she woke without a mental checklist of unresolved operational problems.

She enjoyed the quiet more than she expected. Unhurried mornings. Afternoons at school plays and soccer games. She sometimes reflected that, for most of her career, she had believed that problems had to be solved before lunch. Retirement taught her that not everything required immediate fixing – some things required patience. Indeed, it felt good to relax.

Elena Morales

Elena's professional life accelerated after CAS completed the Allied contract. As CAS's chief technology officer, she recognized the value AI could provide to CAS. She pushed to incorporate AI into most aspects of its operations. She was also keenly aware of the risks to the company, its clients, and its employees, so she insisted that everyone at CAS receive training in the effective and responsible use of AI.

She was active in several organizations promoting enlightened use of AI, and served as an "advisor" in the Responsible Artificial Intelligence Institute. She developed a reputation as a savvy and ethical leader, and was recruited to a senior position at Anthropic because of her technical expertise and high ethical standards. She became deeply involved in efforts to embed safety and ethical reflection into AI development. She attended professional events where she emphasized technologists' responsibilities when designing systems that shape human decision-making.

She often told young engineers that contracts allocate legal risk, but successful projects ultimately depend on judgment, relationships, and communication.

Whenever Elena traveled to Los Angeles for work, she made a point of visiting Pat. They would sit on her patio and talk about technology, ethics, and the curious ways that disputes can reshape relationships.

Jordan Imani

Jordan never forgot how exposed Allied had been when the dispute surfaced. He occasionally reflected on how the mediation had altered the trajectory of his career. It taught him that unmanaged relationships can quickly become unmanaged risks. The case sharpened his appreciation for relational contracting and for structured, early dispute resolution. He became more intentional in transactional negotiations, insisting on clear implementation protocols, defined escalation mechanisms, and periodic relationship check-ins.

Over time, he rose to become Allied's general counsel. He encouraged his legal department to view itself not merely as a risk shield but as a dispute systems designer – shaping incentives, communication channels, and internal decision-making processes before disagreements became disputes.

Years later, when the board sought a CEO who could navigate operational complexity without reflexively escalating conflict, Jordan was a compelling choice. As CEO, he institutionalized early dispute resolution practices across the company. Before litigation could be filed, teams were required to complete structured internal assessments of interests, risks, and relational impact. Transactional negotiations incorporated explicit conversations about long-term working relationships.

Jared Bennett

Jared continued to be a formidable advocate for his clients. He remained disciplined, precise, and unwavering in protecting their interests. But with experience, he increasingly appreciated the strategic value of choosing various approaches.

In some mediations, he cautiously experimented with a less combative posture. He found that, at times, measured cooperation yielded results that forceful demands could not. Curious about process design, he enrolled in an advanced mediation training. He did this not to become a neutral, but to better understand how mediators think and how he could advocate more effectively in mediation.

The sudden death of a law partner at the age of 48 altered his sense of time. The event was a shock that stayed with him longer than he expected. It was a reminder that he wanted more out of life than zealously advocating for clients and making a lot of money.

The next year, Jared and his husband, a successful dentist, decided to retire earlier than they had planned. They moved to Florida, where mornings began with walks along the ocean rather than conference calls. He felt a lot happier than he had in years.

Rami Sinclair

The morning after the Allied–CAS mediation, Rami opened her laptop and conducted a careful debrief with RPS Coach. She concluded that the mediation had been strong – disciplined, structured, and effective. She also identified an area for continued growth. She was very confident designing processes promoting good decision-making, but she was less confident deciding when exploration of emotions might help the participants.

Her commercial mediation practice continued to thrive. Yet over time, she felt restless. Many of her cases involved sophisticated parties with counsel, capable of navigating complex disputes. She maintained her high-end practice to pay the bills, but she became increasingly interested in a different population: self-represented parties who were overwhelmed when dealing with legal disputes. From her work with the ABA and other professional associations, she learned that these parties not only struggled when dealing with legal disputes, but they also created serious challenges for courts, lawyers, and mediators trying to help them. The growing number of self-represented litigants strained courts with limited resources.

Drawing on her experience with RPS Coach, she began developing AI-assisted preparation tools designed to help individuals clarify interests, assess risks, and prepare for negotiation and mediation without legal representation. Many parties simply can't afford to hire a lawyer, but AI can help them prepare to make thoughtful, informed decisions about their disputes. They might get affordable help from lawyers offering limited scope or "unbundled" services to focus on specific legal questions without undertaking a complete representation.

Mediating cases with self-represented parties, she discovered that she actually loved helping people deal with their emotions. She found that structuring agreements and relational repair were complementary, not opposites. The work was demanding and, at times, messy. Emotions were not bottled up; they were immediate and raw. She learned how to invite constructive, heartfelt conversations instead of avoiding them as her well-heeled clients and colleagues generally do.

In a modest community mediation one afternoon, two self-represented parties paused before signing their agreement. Rami asked, simply, "Before we close, is there anything you would like to say to each other?" There was a long silence. Then one of them nodded and spoke. The emotions flowed. Rami let the moment unfold. When the session ended, the parties hugged each other before leaving. Rami felt touched and honored that the parties would be so open about their feelings with her.

The ABA Section of Dispute Resolution awarded her the Lawyer-as-Problem-Solver Award for her contributions to mediation and access to justice. In her acceptance speech, she said that the practice of dispute resolution was not just about resolving conflict. It was about helping people make good decisions so that, whatever the outcome, they could look back knowing they had done the best they could. That's the most that any of us can ask for.

About the Author

John Lande is the Isidor Loeb Professor Emeritus at the University of Missouri Law School. He earned his J.D. from Hastings College of the Law and his Ph.D. in sociology from the University of Wisconsin–Madison. He began practicing law and mediation in California in 1980.

He has written extensively about dispute resolution and AI. The American Bar Association published his books, *Lawyering with Planned Early Negotiation: How You Can Get Good Results for Clients and Make Money* and *Litigation Interest and Risk Assessment: Help Your Clients Make Good Litigation Decisions* (with Michaela Keet and Heather Heavin). He has received numerous awards for his work, including the American Bar Association Section of Dispute Resolution's Award for Outstanding Scholarly Work.

He developed the Real Practice Systems Negotiation and Mediation Coach (RPS Coach) AI tool to promote good decision-making by parties, lawyers, and mediators. It is a public service available for free. For more information, see Coach's homepage.