Mock Mediation Case: Power Struggle

GENERAL FACTS

When a beloved teacher at Paloma High School was diagnosed with a serious illness, students organized an outdoor benefit concert, with proceeds going to a local patient assistance fund. Senior Casey Singh led the student planning committee. Interest in the concert quickly grew. More than 400 people purchased tickets, and a local donor agreed to match the money raised, up to $15,000, as long as the concert took place before June 1st.

Powering the Event

Because the concert was being held outdoors at a local park, the committee hired Solis Event Power, a small company owned by Taylor Cruz. The committee agreed to pay $2,400 for a generator, including delivery, setup, and an operator for the event.

During a planning meeting, Casey gave Taylor information about the sound system, stage lights, and food vendors expected at the concert. Based on that information, Taylor said one generator should provide enough power. The written order specifically listed the sound system and stage lights but did not separately identify the vendors' electrical equipment.

Two days before the concert, one food vendor asked to bring an additional refrigerated trailer. Casey approved the request and asked a volunteer to inform the technical crew. Casey believed the information had been passed along. Taylor says they were never told about the trailer or asked to determine whether the generator could handle the additional equipment.

The Concert

The concert took place on May 24. About forty minutes into the headline performance, the stage lights and sound suddenly shut off when the generator's safety system tripped. Taylor restarted the generator approximately eleven minutes later, but it soon shut down again. Taylor then disconnected several vendor outlets, and the concert was eventually able to continue. Altogether, the performance was interrupted for approximately twenty-eight minutes.

No one was injured, but two performers left before they were able to perform, and some audience members later requested refunds. The parties disagree about what caused the

electrical problems. Casey believes the generator may not have been adequate or reliable enough for the event, while Taylor believes the additional equipment may have placed demands on the generator that were not included in the information originally provided.

After the Outage

The committee sold $18,600 in tickets but received approximately $3,200 in refund requests following the concert. The donor has asked for more information about what happened before releasing the matching donation. Casey believes the event should still qualify but is concerned that the disruption could put thousands of dollars in additional funding at risk.

Taylor later sent the committee an invoice for the full $2,400 contract price, maintaining that Solis Event Power provided working equipment and restored power when problems occurred.

The Dispute

Taylor is seeking payment of the outstanding $2,400 invoice. Casey has refused to pay the invoice and believes Solis Event Power should be responsible for the requested ticket refunds and potentially some of the loss if the matching donation is not provided. Taylor maintains that the committee changed the event's electrical needs without properly notifying the company and still owes the full contract amount.

For now, the patient assistance fund has not received the expected proceeds. Casey wants to address the refund requests, protect the matching donation, and ensure the fundraiser ultimately benefits the people it was intended to help. Taylor wants to be paid for the services provided and protect the reputation of a small business that depends on successful events and customer referrals.

Casey and Taylor have agreed to attempt mediation to resolve their dispute.