

## MEDIATION AGREEMENT

The undersigned Parties and Attorneys agree to participate in good faith in a private mediation conducted by Ronald Friedman in the case of \_\_\_\_\_ Case No. \_\_\_\_\_ and they hereby further agree as follows:

1. The Parties have chosen the Mediator as an independent neutral to aid the Parties in their attempt to settle the dispute, resolve claims, and clarify issues. The Mediator will not decide who prevails in the dispute, and will not render an award, verdict, or judgment, or otherwise determine fault or blame.

2. The Parties understand that any discussion of possible legal outcomes by the Mediator is intended to facilitate settlement of the dispute. Such discussion may include arguments and legal theories furnished by opposing parties, and therefore may not be correct or reliable. The Parties understand and agree that the Mediator does not undertake any duty to act as their attorney, agent or fiduciary, or offer them legal or tax advice, or to represent them in any capacity during the mediation. The Parties are advised to seek legal and tax advice from their own attorney, and their attorney may attend the mediation session.

3. This Mediation is a "privileged and confidential" proceeding, subject to provisions of Cal. Evidence Code §§703.5, and §§1115 through 1128 and CCP §1775.10. All written or oral communications made in connection with this proceeding, whether made before, during, or after any formal mediation session, shall be inadmissible in evidence, and shall not be disclosed or used for any purpose, in any pending or future civil proceeding, unless all parties, including the mediator, consent in writing. Disclosure, during the mediation proceeding, of information that otherwise is privileged shall not alter its privileged character. No participant herein may subpoena or otherwise request the Mediator to offer testimony or produce any documents, records, or work product related to, connected with, or arising out of this mediation, or to interpret or construe any settlement agreement, or for any other reason.

4. The Mediator is authorized to conduct joint sessions, separate private discussions, and other communications with the participants, in such manner and order, as the Mediator sees fit. Unless otherwise agreed, the Mediator shall be authorized to disclose any information to other participants, if the Mediator feels this may be helpful to the settlement process.

5. Any resolution of the dispute requires a voluntary agreement of the parties. Each participant shall decide the extent of his own participation in the mediation, and each may withdraw at any time. The Parties understand that there can be no guarantee that the mediation will result in a settlement of the dispute. If the Parties reach a settlement, the Parties, and not the Mediator, shall draft any agreement setting forth the matters decided.

6. Except for the booking fee of \$250/side, there are no charges payable to the Mediator for the first three hours of the first mediation session (and no charges for administrative work, convening time, preparation time, brief review, or travel time). Starting with the fourth hour, each side agrees to pay their share of the Mediator's hourly Mediator fees at the rate of \$400/hour per side. For this purpose, Attorneys and all Parties they represent, individually and collectively, are considered one "side."

7. Payment of the Booking Fee of \$250/side is due 10 days prior to the scheduled mediation. All other payments are due immediately at the conclusion of the mediation session, by cash, check or credit card. Parties and their Attorneys jointly and severally promise to pay all mediation fees incurred by their side; and, they agree to reimburse their share of any expenses incurred at their request. Discounts or terms to one side may apply in hardship cases, at the discretion of the Mediator. If payment is not made on the date of mediation for any reason, the undersigned agrees to pay reasonable liquidated damages in the stipulated amount of \$200 for the first 30 days, plus \$200 per each month thereafter until payment in full is received per Civ. Code §1671. Time is of the essence.

8. If the undersigned completes a Credit Card Authorization Form, the Mediator is authorized to charge all fees due hereunder to such credit card. If the undersigned pays by check, the Mediator is authorized to initiate an electronic debit against the bank account. The amount of the debit and bank account information will be used directly from the check. If payment is refused or disputed, the undersigned agrees to pay an additional \$200.

9. Notwithstanding Paragraph 3, above, all participants stipulate that this Agreement and all other communications concerning payments due to the Mediator shall be admissible in any suit to collect fees due hereunder, and if the Mediator prevails, he shall be entitled to a damage award for all services rendered plus liquidated damages, reasonable attorneys' fees, costs, and interest at the maximum legal rate.

10. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one fully executed Agreement. Facsimile signatures shall be legally binding. The parties hereby agree to service by facsimile transmission of all documents arising out of this mediation pursuant to CCP 1013(e).

11. This Agreement shall inure to the benefit of and be binding on the undersigned Parties, Attorneys, and their respective representatives and all other persons they have caused to be present during the mediation proceedings. This is the entire agreement for mediation services; all discussions and prior arrangements are merged herein. All proceedings in connection with this mediation shall be subject to this Agreement, which may be changed only by a written amendment, signed by the Parties to be bound.

12. If any provision of this agreement is found to be void or unenforceable, then it shall be severed from the agreement and the remaining terms shall be enforced.

IN WITNESS WHEREOF, each of the undersigned does hereby represent and warrant that they are authorized to execute this agreement by signing below, as of this \_\_\_\_th day of \_\_\_\_\_, 2013.

MEDIATOR: Ronald Friedman, By: \_\_\_\_\_

**Attorney for Plaintiff**

**Plaintiff**

By: \_\_\_\_\_  
An Authorized Signer

By: \_\_\_\_\_  
An Authorized Signer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Attorney for Plaintiff**

**Plaintiff**

By: \_\_\_\_\_  
An Authorized Signer

By: \_\_\_\_\_  
An Authorized Signer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Attorney for Defendant**

**Defendant**

By: \_\_\_\_\_  
An Authorized Signer

By: \_\_\_\_\_  
An Authorized Signer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Attorney for Defendant**

**Defendant**

By: \_\_\_\_\_  
An Authorized Signer

By: \_\_\_\_\_  
An Authorized Signer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Attorney for Defendant**

**Defendant**

By: \_\_\_\_\_  
An Authorized Signer

By: \_\_\_\_\_  
An Authorized Signer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Attorney for Defendant**

**Defendant**

By: \_\_\_\_\_  
An Authorized Signer

By: \_\_\_\_\_  
An Authorized Signer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_