

# LOS ANGELES SUPERIOR COURT VENDOR RESOURCE PROGRAM

## MEDIATION CONFIDENTIALITY AGREEMENT, FEES, RELEASE AND WAIVER

Case Name: \_\_\_\_\_ Case No.: \_\_\_\_\_

The undersigned litigants, their attorneys, if any, and all participants signing below, hereby stipulate and agree to participate in the Mediation with \_\_\_\_\_, the Mediator, on the following terms and conditions:

1. The mediation shall be conducted by a Mediator chosen by litigants and their attorneys, if any, from a panel provided by the Mediation Center of Los Angeles ("MCLA"), a non-profit organization, as a service to case litigants and as a part of the Los Angeles Superior Court Vendor Resource Program ("the Program"). Pursuant to the Program, MCLA charges a nonrefundable administrative fee of \$50.00 per party, which each party agrees to pay in advance to MCLA. The administrative fee may be adjusted under certain circumstances if more services are required. The parties will be informed of any fee adjustment in advance of any obligation to pay.

Pursuant to the Program, the mediator fee is a minimum non-refundable fee of \$450 for 3 hours. This fee can be paid by one party or shared among the parties as they may agree. If the mediation exceeds 3 hours, the mediator will confirm in their fee agreement their hourly rate in excess of 3 hours.

The mediator will not charge for convening or preparation time. Other charges may also apply (e.g. travel charges, conference room rental charges, cancellation/rescheduling charges) as mutually agreed. Pursuant to the Program, if the parties do not resolve the matter within the first three hours, the litigants and their attorneys, if any, may agree to retain the Mediator for one or more sessions for a fee on terms mutually agreed upon in writing but not to exceed \$390 per hour. Any such arrangement shall be solely between the litigants and the Mediator who is an independent contractor and is not an agent nor employed by the MCLA or under the control of the Court. The litigants and their attorneys, if any, agree to enter into a separate fee agreement with the Mediator before the mediation begins.

2. Consistent with California Evidence Code §§1115 through 1128, the participants in this mediation agree that: unless participants agree otherwise, no written or oral communication made by any litigant, attorney, Mediator, or other participant during a mediation, or in preparation for a mediation, including communications between participants and their attorneys, can be used as evidence for any purpose in any pending or future noncriminal legal proceeding.

3. Disclosure of information that otherwise is privileged shall not alter its privileged character.

4. The Mediator shall not be subpoenaed nor called to testify about any conduct or communication made during the mediation. The Mediator shall not testify voluntarily on behalf of any party. No documents prepared by or submitted to the Mediator during or in the course of the mediation shall be subpoenaed from the Mediator or voluntarily produced by the Mediator.

5. The parties agree, pursuant to Evidence Code section 1123, that any written settlement agreement signed by the parties in the course of the Mediation is subject to disclosure, and will be binding, enforceable and admissible to prove the existence of, and to enforce, the agreement.

6. Each party, litigant and attorney hereby releases, waives and relinquishes any and all claims for liability and/or damages of any kind against the Mediator, the Mediation Center of Los Angeles, its agents, officers and employees, and the Los Angeles Superior Court arising out of the mediation, as a result of a failure to reach a settlement, or arising out a Settlement Agreement including one which any party or parties may later determine was not in that litigant's best interests and/or for failure of any party to comply with any settlement terms. The parties also acknowledge that the Mediator is not responsible for enforcing compliance with any Settlement Agreement or its terms. Although the mediator is a lawyer, the mediator does not represent any party in this proceeding nor give legal advice. All views expressed by the Mediator are matters of opinion and shall not be construed as legal advice to a client.

7. Parties who have appeared without an attorney acknowledge that they have been advised to seek the advice of an attorney before signing this document, that this document directly affects their rights, and that the absence of an attorney's signature on this document indicates that the party has waived the right to have an attorney represent him/her in the mediation.

8. The parties acknowledge that they are free to consult an attorney at any time during the dispute resolution process. If the dispute is settled, the parties are advised to have the settlement agreement independently reviewed by their counsel prior to executing it.

9. This agreement shall be admissible to enforce its terms. Also, the Mediator may, without disclosing the litigants' names or other identifying information, consult with colleagues about this matter, use information for educational and training purposes, and the mediator may describe this matter in publications about mediations

10. This agreement may be signed in multiple counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument. Notwithstanding anything herein to the contrary, this Agreement shall be binding on the signer when that signer has transmitted a facsimile or electronic copy of the signature page, with his/her/its signature thereon, to the Mediator. A facsimile copy or electronic version of the signature will be treated the same as an original.

Each of the undersigned do hereby agree and consent to the above terms and conditions:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Mediator

\_\_\_\_\_  
Signature of Mediator

Party One: _____ Name of Party One _____ Signature of Party One _____ Name of Attorney for Party One _____ Signature of Attorney for Party One Additional Names:	Party Two _____ Name of Party Two _____ Signature of Party Two _____ Name of Attorney for Party Two _____ Signature of Attorney for Party Two Additional Names:
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Attach additional signature pages if necessary.

Optional:

Mediator Contact information:

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

*NOTE: Please do not submit this document to the court. Neither the original nor copies hereof will be retained by the court, however, the original and/or copies of this document may be retained by one or more of the parties and/or the Mediator.*