

December 12, 2022

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Mediation Engagement Agreement

Re: *TEST CASE: Blue v. Green, Superior Court of California, County of TOMORROWLAND, Case Number 987654321*

Thank you for choosing me to mediate this dispute. This letter contains the terms of my agreement for mediation services detailed below.

Date: **December 12, 2022**

Time: **9:00 am - 1:00 pm Pacific Time**

Location: **Video Conference via Zoom Platform**

Mediation Fee: The fee for this half day mediation is \$1,500 per party. This fee includes preparation time, pre-mediation calls, one mediation session of up to four hours, and up to one hour of follow-up time if the matter is not settled during the mediation session. If more time is needed, my rate is \$500 per hour for any additional time spent on this matter, billed in quarter-hour increments, split evenly amongst the parties unless otherwise agreed by the parties.

Billing Matters: Upon scheduling this mediation, you will be sent an invoice requesting payment which is due upon receipt. Full payment is required prior to the date of mediation. Payments should be made in accordance with the payment instructions on the invoice. Please note that I view my engagement as being with you as counsel and have accepted this case in reliance on our business relationship and your obligation to pay costs incurred on behalf of your client(s). Accordingly, counsel for each party is financially responsible for timely payment of mediation fees.

Cancellation Policy: If the mediation session is cancelled or rescheduled more than five (5) court days prior to the scheduled session, there is no cancellation fee, and all paid mediation fees will be refunded as needed. Mediations sessions canceled or rescheduled less than 5 court days prior to the scheduled session shall not be refunded. Please keep in mind, my cancellation policy is meant to fairly compensate my office for reserving the time scheduled for this mediation which typically cannot be filled in less than 5 court days.

📍 369-B Third Street, #127, San Rafael, CA 94901

☎ 415.488.7609

✉ kevin@kcolemanmediation.com

🌐 kcolemanmediation.com

Pre-Mediation Submissions and Calls: Please email any mediation briefs and documents you wish for me to review no later than five (5) days prior to the mediation. I will then schedule and conduct a pre-mediation phone call with each party to discuss the case/dispute once I have reviewed the briefs. Don't let this preclude you from calling me earlier to discuss the case if you wish. I am always available to engage in a confidential discussion.

Agreement to Mediate: All mediations are conducted pursuant to the Mediation Terms and Conditions included with this agreement.

If you have any questions about this engagement or my services in general, please do not hesitate to contact me or my case manager, Jessica Morgan, at 415.488.7609 or jessica@kcolemanmediation.com.

Once again, thank you for trusting me to help resolve this dispute. I look forward to working with you and your clients/representatives.

Sincerely,

Kevin C. Coleman

kevin@kcolemanmediation.com

O: 415.488.7609

Read [Mediation Terms & Conditions](#)

Mediation Terms & Conditions

All mediation and mediation sessions conducted by Kevin C. Coleman (hereafter "Mediator") are conducted pursuant to these Mediation Terms and Conditions. If you or your clients (hereafter "Participants" or "Parties") do not agree to these Terms and Conditions, please advise our office in writing immediately.

1. The parties agree to submit their dispute to mediation conducted by Mediator. Participants understand that mediation is entirely voluntary and any party may terminate it at any time. The Mediator has no power to decide issues or make decisions for the parties. Nor is the Mediator acting as a representative or advocate for any of the parties and therefore is not providing legal advice or counsel for any participant. The parties are advised and encouraged to obtain legal advice throughout the mediation process and before signing any settlement agreement. The mediator's role will be to assist in the negotiation by facilitating the parties' communication. No guarantee of a specific outcome is made.
2. The Mediator may hold sessions/caucuses with only one party at a time. Such caucuses are designed to improve the Mediator's understanding of the Participant's position and to explore options. Information gained by the Mediator during such a meeting may be seen by the Mediator as a means to facilitate resolution when shared with the other Participants. The Participants therefore agree to allow the Mediator to share information gained by them in such meetings unless they direct the Mediator to keep such information confidential.
3. The Participants agree that all communications in connection with the mediation are confidential outside the mediation process pursuant to California Evidence Code Sections 703.5 and 1115-1128, except that any settlement reached at the mediation, and confirmed in writing at the mediation, which includes language indicating that it is admissible and subject to disclosure and that it shall be binding and enforceable shall be admissible to enforce the settlement. Participants acknowledge and accept the risk to loss of confidentiality by conducting the mediation on-line. If any loss of confidentiality occurs, participants agree that it will not affect the confidentiality as it pertains to any hearings, trials or Court proceedings.
4. The Participants agree not to subpoena the Mediator or any documents submitted to or prepared by the Mediator in connection with or during the mediation; the Participants agree that the Mediator will not be called as a witness to testify regarding their dispute in any discovery or court proceeding. The Mediator shall not voluntarily testify on behalf of a party. Mediator will destroy all documents related to this mediation other than this agreement, and attendance sheet and settlement documents, if any.

5. The Participants agree that evidence admissible or subject to discovery or disclosure shall not be inadmissible or protected from disclosure solely by reason of its introduction or use in this Mediation proceeding. Further, disclosure of information which is otherwise privileged shall not alter its privileged character.
6. In the event the mediation does not resolve the dispute fully in the initial session, the participants agree that the confidentiality provisions of Sections 1115 through 1129 and of this Agreement continue in full force and effect, and waive the ten calendar day period set forth in Evidence Code Section 1125(a)(5), unless the mediation is terminated through any of the mechanisms set forth in Section 1125(a)(3) and (4) or (b)(1) and (2).
7. Pursuant to *California Evidence Code §1121*, a mediator may not report to the court the results of a mediation without court order or the parties' consent. The Participants waive these provisions, however, and agree that the Mediator may submit a report limited to the results of the mediation to the court.