

MEDIATION AGREEMENT

The undersigned, having agreed to participate in a mediation to be conducted by Dr. Barry Lotz of International Mediators Group LLC.(Mediator) in the case of _____, 20**, Superior Court Case No. _____, for the purpose of compromising, settling or resolving disputed claims, hereby agree as follows:

1. Mediation Proceedings. This is a voluntary, non-binding mediation. All proceedings in connection with this mediation shall be subject to this Agreement and applicable provisions of California law to the extent not inconsistent herewith. The purpose of the mediation is to attempt to compromise, settle or resolve disputed claims between and/or among the parties. The Mediator's role is to act as a neutral party for the purpose of assisting the parties to resolve said claims. During the course of the mediation, the Mediator is authorized to conduct joint and separate meetings with the parties and, at his discretion, to provide an evaluation of each party's case and to make recommendations for settlement. The parties acknowledge that the Mediator is not acting as an attorney or advocate for any party and that any recommendations or statements by the Mediator do not constitute legal advice. The parties acknowledge that they have been advised to seek and rely on the advice of their own counsel in connection with any settlement or other agreement.

2. Confidential and Privileged Nature of Mediation Proceedings. In order to encourage communications designed to facilitate settlement of disputed claims, the parties agree that all proceedings in connection with this mediation shall be subject to Section 1119 of the California Evidence Code. That section generally provides that evidence of anything said or of any admission made in the course of a mediation or of documents prepared for or in the course of the mediation, shall not be admissible in evidence or subject to discovery and that disclosure of said evidence shall not be compelled in any civil action. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its disclosure or use during the mediation proceedings. Evidence that the parties have entered into a written settlement agreement during the course of the mediation may be disclosed and is admissible to the extent necessary to enforce the settlement under Section 664.6 of the California Code of Civil Procedure or similar provisions of law.

3. Exclusion of Mediator Testimony and Limitation of Liability. The Mediator shall not be subpoenaed or otherwise compelled to testify in any civil proceeding and shall not be required to provide a declaration or finding as to any fact or issue relating to the mediation proceedings or the dispute which is the subject of said mediation proceedings. The Mediator shall not be liable to any party for any act or omission in connection with the mediation proceedings conducted pursuant to this Agreement.

4. Mediator's Services and Compensation. The Mediator's services shall include attendance at mediation conferences, review of briefs and other written materials, participation in telephone or follow up conferences and any other services requested by the parties. The Mediator shall be compensated at the rate of \$450 per hour for his

services, plus reimbursement for actual costs incurred. In addition, the parties will be charged a one-time, non-refundable administrative fee of \$250 (or an amount equal to \$50 per party in the event there are more than 5 parties). The undersigned parties shall share the Mediator's fees equally. The Mediator's minimum compensation shall be four hours, plus the administrative fee. Travel outside San Diego County (if any) shall be billed at a maximum of one hour each way, regardless of actual travel time. Prior to the mediation and prior to any subsequent or follow-up mediations, the parties shall deposit with the Mediator an advance deposit(s) in such amounts as may be determined by the Mediator to be sufficient to cover their anticipated share of the Mediator's compensation. Any additional fees not covered by the advance deposit shall be invoiced and are payable upon receipt of said invoice.

5. Counterpart Execution; Binding on Representatives. This Agreement may be executed in any number of counterparts which when taken together shall constitute one fully executed Agreement. This Agreement when so executed shall inure to the benefit of and be binding on the undersigned parties as well as their respective representatives or other persons they have caused to be present during these mediation proceedings.

Dated: _____ Firm: _____

By: _____
(Signature)

(Print Name)

Attorney(s) for: _____

Attorney(s) for: _____

These forms are provided for general information purposes only and should not be used without seeking independent legal advice.