



A NATIONWIDE FULL SERVICE CONFLICT MANAGEMENT FIRM

Mediation Law Group, Inc.™  
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**Short-Cause Mediation Program\***  
Mediation Information Form and Services Agreement

**\*Amount in Controversy May Not Exceed \$25,000.**

PLEASE COMPLETE THE FORM AND FAX TO THE CASE ADMINISTRATOR AT THE NUMBER ABOVE

**Case Information:**

**Your Name, Firm Name and Contact Information** (Address, Telephone, Fax Number, Email Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Party you represent:**  Plaintiff  Defendant  Cross-complainant  Cross-defendant  
 Self  Other

**Opposing Counsel/Party Name and Contact Information** (Address, Telephone, Fax Number, Email Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Case Name and Number:** \_\_\_\_\_

**Identify the state, county and court where the action is filed:**

\_\_\_\_\_

**Assigned Judge and Department Number:** \_\_\_\_\_

**Date the lawsuit was filed:** \_\_\_\_\_

**Has the court set a trial date?**  Yes, the date is: \_\_\_\_\_  No.

**Has all discovery been completed?**

- Yes. No further discovery is anticipated.
- No. Discovery remaining includes:
  - Depositions       Requests for Admissions       Requests for Production of Documents
  - Interrogatories       Property/Site Inspections

**Has the court ordered you to mediation?**

- Yes, we must complete mediation by: \_\_\_\_\_
- No.

**Please state the causes of action and describe the nature of this dispute:**

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**What is the amount in controversy? \$**\_\_\_\_\_

**NOTE: TO QUALIFY FOR THE SHORT-CAUSE PROGRAM, THE AMOUNT IN CONTROVERSY MAY NOT EXCEED \$25,000.**

**Preferred date(s) for your mediation hearing:** \_\_\_\_\_

**Mediation Services Agreement**

Please read the terms of service and indicate your agreement below.

**Submission of Dispute.** By submitting this form counsel and his or her client agree to mediate their case (as described above) through the Mediation Law Group™ Short-Cause Mediation Program. *By signing below, the parties certify that the amount in controversy between them does not exceed \$25,000.00.*

**Place of Making.** This document is prepared in Temecula, California, and that shall be the agreed place of making this Agreement.

**Terms.** The mediation hearing shall be up to four hours in length, at the flat, non-refundable rate of \$300 per party. In the event additional time is required, the mediator’s hourly rate shall be \$300 per hour and proceedings shall continue upon the request of the parties for additional time. The non-refundable mediation fees must be tendered to Mediation Law Group, Inc.™ no later than five (5) business days in advance of the mediation hearing date. If the non-refundable mediation fees are not received at least five (5) business days prior to the hearing, the hearing date will be taken off-calendar by the Case Administrator.

**Costs.** The parties will advance all costs and reimbursable expenses (including mediator/arbitrator travel expenses and lodging where a MLG “out of area” designated mediator/arbitrator is selected,

long distance phone charges incurred during proceedings (i.e., witness testimony by telephone), “out of area” meeting room charges, and other customarily reimbursable expenses incidental to the performance of services by MLG). **The parties understand that costs are not part of the MLG mediator/arbitrator fee.**

**Billings.** The parties agree that as to all billings rendered by MLG (whether for mediator/arbitrator fees and/or costs):

- (1) All billings are due upon presentation;
- (2) All billings are final ten (10) days after their date;
- (3) All billings become delinquent twenty-five (25) days after presentation;
- (4) MLG shall charge interest on the principal balance of delinquent billings at the rate of ten (10%) percent per annum (i.e. 0.833% per month).

**Role of Mediator.** The parties acknowledge that the mediator’s role is that of a neutral third party, acting in the capacity as a facilitator to help the parties come to a mutually agreeable settlement of their dispute. The parties further acknowledge that the mediator is not a judge, nor arbitrator for purposes of the mediation proceedings. The mediator may not act as an advocate for any party to the dispute.

**No Guarantee re Outcome.** The parties acknowledge that resolution of their dispute is contingent upon numerous variables, including, but not limited to, the level of participation and cooperation exhibited by the disputants. The parties further acknowledge that Mediation Law Group™ (also referred to as “MLG”) and the Mediation Law Group™ mediator make no promises, express or implied, about the results of the mediation proceedings.

**Confidentiality of Proceedings.** The mediation process shall be considered confidential, unless subject to a disclosure agreement between the parties. MLG and the MLG mediator shall maintain the confidentiality of all hearings and proceedings, and the content of documents reviewed in the mediation process, unless disclosure of the content thereof is required by law or is disclosed pursuant to a disclosure agreement.

**Dispute Resolution.** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be resolved, at the request of any party to this Agreement, through a two-step dispute resolution process involving first mediation followed, if necessary, by final and binding arbitration in the county where the presiding mediator’s office is located. The mediation and/or arbitration hearing(s) shall be conducted by a mutually agreed upon dispute resolution provider. Judgment upon any award rendered by the arbitrator may be entered by any State or Federal court having jurisdiction thereof.

**\*\*NOTICE\*\*** By initialing and submitting this agreement you are agreeing to have any dispute with MLG arising out of the matters included in the Dispute Resolution provision decided by neutral arbitration as provided by the applicable law in the state where the dispute has arisen, and you are giving up any rights you might possess to have the dispute litigated in a court or by jury trial. By signing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the Dispute Resolution provision. If you refuse to submit to Dispute Resolution after agreeing to this provision, you may be compelled to arbitrate under the authority of the laws in the state where the dispute arose. Your agreement to this arbitration provision is voluntary.

**Entire Agreement.** This written Mediation Services Agreement embodies the entire agreement between the parties hereto. All discussions, writings, proposals or negotiations occurring contemporaneously or prior to the date hereof are merged herein. The parties agree that there are no written or oral agreements, understandings, representations or warranties except as expressed herein. All agreements, understandings,

representations or warranties inconsistent herewith or which in any way change or vary the obligations of any party hereto are waived.

**I HAVE READ AND UNDERSTAND THE FOREGOING, AND I AGREE TO THE TERMS SET FORTH ABOVE.**

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

\_\_\_\_\_

Print Name:

\_\_\_\_\_

- I am a party to the dispute.
- I am an attorney for a party to the dispute, and I represent that I have authority to enter into this agreement on behalf of such party. The party I represent is:

\_\_\_\_\_

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

**MEDIATION LAW GROUP, INC.™**

\_\_\_\_\_  
AUTHORIZED AGENT