



A NATIONWIDE FULL SERVICE CONFLICT MANAGEMENT FIRM

Mediation Law Group, Inc.™
Toll Free 1.866.403.8690

Toll Free Fax 1.866.403.8693

Short-Notice Mediation Program
Mediation Information Form and Services Agreement

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:

What is the amount in controversy? \$_____

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™ (hereinafter “MLG”) Short-Notice Mediation Program. Because this matter requires immediate convening of the mediation hearing, the parties agree to make every reasonable effort to cooperate with the MLG Case Administrator to schedule the mediation hearing in a timely manner.

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

Terms.

Rates. Because this matter requires the scheduling of a mediation hearing within seven (7) days of the date all parties execute this agreement, the parties agree to pay an **Expedited Scheduling Fee of \$300** at the time the Agreement is submitted to MLG. The MLG Case Administrator shall make every effort to schedule the mediation hearing within seven (7) days of receipt of a fully executed Mediation Services Agreement (signed counter-parts are acceptable). Mediator and arbitrator fees shall be calculated on an hourly basis, at the rate of \$300 per hour. The fees are typically split equally between the parties, unless the parties agree otherwise and advise MLG of the same at least ten (10) days prior to the hearing date. Mediator/arbitrator estimated fees must be tendered to

MLG, no later than three (3) business days in advance of the first mediation or arbitration hearing. The fee deposit amount is based upon the Case Administrator's estimate of time required to properly hear the dispute, based upon the information provided to MLG by the parties. All unearned fees shall be refunded to the parties within thirty (30) days of the conclusion of the mediation or arbitration proceedings. The parties acknowledge that the failure to timely tender the estimated mediator or arbitrator fee may result in a postponement of the first proceeding date.

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 MLG and the MLG 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