



A NATIONWIDE FULL SERVICE CONFLICT MANAGEMENT FIRM

Mediation Law Group, Inc.™
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Initiate Mediation or Arbitration
Mediation/Arbitration 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):

Three horizontal lines for entering contact information.

Party you represent: [ ] Claimant [ ] Respondent [ ] Cross-claimant [ ] Cross-respondent
[ ] Self [ ] Other

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

Three horizontal lines for entering opposing party information.

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

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

One horizontal line for identifying state, county, and court.

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

**Is this a more complex case, where a collaborative discovery referee may be helpful in obtaining pre-mediation or pre-arbitration discovery cooperation agreements? (Where some discovery is necessary to a meaningful mediation or arbitration hearing.)**

- Yes.
- No.

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

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

**Are you required by contract to mediate and/or arbitrate?**

- Yes. We are required to (check all that apply):
  - Mediate.
    - We have not yet mediated. I am requesting mediation at this time.
  - Arbitrate.
    - We have already mediated (or we are not required to mediate).  
The case has not settled and I am requesting arbitration at this time.
- (Please attach the contract with the mediation or arbitration requirement).
- No.

**Describe the nature of this dispute and the specific allegations or defenses you are asserting:**

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

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

## Mediation/Arbitration 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 or arbitrate (as indicated in the information form above) the above-described case through Mediation Law Group™ (also referred to as “MLG”).

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

### Terms.

**Rates.** 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 seven (7) 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 Neutral.

**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.

**Arbitrator.** The parties acknowledge that the arbitrator’s role is that of a neutral third party, acting as a final decision maker as to the parties claims and rights related to the dispute. The parties further acknowledge that the arbitrator, in his or her capacity as the final arbiter of the dispute, may not act as an advocate for any party to the dispute. No party shall attempt or engage in any ex parte communications with the arbitrator.

**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/arbitrator 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