

## MEDIATION AGREEMENT

This agreement is entered into between plaintiff \_\_\_\_\_ and his/her legal counsel, \_\_\_\_\_, Esq. of the law offices of \_\_\_\_\_ and defendants \_\_\_\_\_ and his/her counsel \_\_\_\_\_ Esq. of \_\_\_\_\_ herein referred to as “the participants,” and Hosp Mediation, by F. Phillip Hosp hereinafter referred to as “the mediator.”

This agreement is made pursuant to the participants’ desire to come to an agreement regarding an existing dispute between them. The participants understand that the mediator is a neutral third party who helps facilitate communication and negotiation in the interest of the resolving the dispute to the best satisfaction of all involved. The agreement reached between the participants may form the basis of a binding agreement submitted to a court of law.

In consideration of the above, the participants further agree:

1. **Confidentiality** The participants agree that the mediator shall not be required to disclose any information received or statements made during the mediation process to a third party without the express consent of both participants. Nor will the mediator voluntarily disclose any information to a third party without consent of the participants. The participants further agree that they shall not ask the mediator to testify in any civil court proceedings between them. The participants expressly agree, by signing this document, to abide by the California Evidence Code, Section 1152.5, to wit:

“(A) Subject to the conditions and exceptions provided in this section, when persons agree to conduct and participate in mediation for the purpose of compromising, settling or resolving a dispute:

“(1) Evidence of anything said or of any admission made in the course of mediation is not admissible as evidence, and disclosure of any such evidence shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.

“(2) Unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence, and disclosure of any document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

“(B) Subdivision (A) does not limit the admissibility of evidence if all persons who conducted or otherwise participated in the mediation consent to its disclosure.”

It shall be noted, however, that a written settlement agreement, or part thereof, is admissible to show fraud, duress or illegality if relevant to an issue in dispute. Additionally, evidence that is otherwise admissible or subject to discovery, shall not become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation. Finally, if testimony of a mediator is compelled regarding anything divulged in the course of the mediation that is inadmissible and not subject to disclosure according to the above section, the court shall award reasonable attorney’s fees and costs to the mediator against the person or persons seeking that testimony.

2. **Fees** The participants understand that the cost of mediation shall be billed at \$\_\_\_\_ per hour with a minimum of two hours. The mediator’s minimum fee in the amount of \$\_\_\_\_ shall be equally split by the participants and shall be paid prior to commencement of the mediation. Any time over the minimum of two hours shall be paid by the participants at the conclusion of the mediation.

The participants further agree the mediation fees and all costs accrued in mediation shall be paid regardless of the outcome of the mediation. Mediator does not guarantee success, only the best effort towards achieving success.

Finally, participants agree that in addition to the payment of any agreed upon fees, they shall be liable according to the above schedule for any costs of collecting said fees, including reasonable attorney fees in this jurisdiction.

3. **Voluntary Agreement** The participants agree that any decisions reached by them will be entirely voluntary and that the mediator shall not be liable in any way for the participants' final agreement or any results thereof.

4. **Mediation** Any dispute arising under this agreement shall be referred to mediation before a mutually acceptable neutral mediator in Los Angeles County. California law shall apply.

Firm \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Esq.

Date:

Firm \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Esq.

Date:

HOSP MEDIATION

\_\_\_\_\_  
F. Phillip Hosp, Esq.

Date: