

**MEDIATION AND CONFIDENTIALITY AGREEMENT
MONTEREY COUNTY COURT-DIRECTED MEDIATION PROGRAM
MEDIATION AND CONFIDENTIALITY AGREEMENT**

This Mediation and Confidentiality Agreement is dated _____, and entered into by and between the undersigned parties and _____, **Attorney at Law**, who will serve in the capacity of mediator pursuant to this agreement.

Applicable Law - This mediation shall be subject to the terms and conditions of **California Evidence Code §§1115-1128**, and the terms and conditions of the Monterey County Court-Directed Mediation Program Rules, both of which are incorporated herein by reference as though fully set forth in this mediation agreement,

Confidentiality - All statements made in preparation of or during the course of this mediation are privileged settlement discussions, are made without prejudice to any party's legal position, and are undiscoverable and inadmissible for any purpose in any legal, administrative, or other proceeding.

The privileged character of any information is not altered by disclosure to _____, the mediator. Disclosure of any statements made to the mediator in confidence, records, reports or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or testify in any proceeding of any kind.

Mediator's Services – The attorney-mediator's services are offered to the parties on a *pro bono* (no fee) basis for preparation time and two hours of mediation service. See Attachment A for a complete description of *voluntary* fee options after expiration of *pro bono* services.

Signed before the commencement of the mediation by each of the persons whose signatures appear below:

Date:

Insert Name of Attorney, Mediator

Date:

Print Name of Party (1): _____

Signature of Party (1): _____

Print Name of Party (1) Attorney: _____

Signature of Party (1) Attorney: _____

Date:

Print Name of Party (2): _____

Signature of Party (2): _____

Print Name of Party (2) Attorney: _____

Signature of Party (2) Attorney: _____

Case Name: _____

Case Number: _____

Date:

Print Name of Party (3): _____

Signature of Party (3): _____

Print Name of Party (3) Attorney: _____

Signature of Party (3) Attorney: _____

Date:

Print Name of Party (4): _____

Signature of Party (4): _____

Print Name of Party (4) Attorney: _____

Signature of Party (4) Attorney: _____

Case Name: _____
Case Number: _____

**MEDIATION AGREEMENT
ATTACHMENT "A"**

**PRO BONO SERVICES AND VOLUNTARY FEE STRUCTURE
MONTEREY COUNTY COURT-DIRECTED MEDIATION PROGRAM**

The Mediation Agreement between (among) the parties and their legal representatives incorporates this Attachment A as an integral component of the Mediation Agreement.

Pro Bono Mediation – The attorney-mediator is a member of the Monterey County Court-Directed Mediation Program and offers his/her mediation services for no cost subject to the following terms and conditions:

a. Preparation time and Scheduling: Volunteer attorney-mediator will offer his/her time necessary to the preparation of, scheduling, and coordination with the parties and their representatives prior to the commencement of the scheduled mediation session(s) as a component of his/her participation in the court-directed program;

b. Mediation Session: Volunteer attorney-mediator offers two (2) hours of his/her time as volunteer attorney-mediator in working with the parties to reach a voluntary settlement (agreement) in their case. The two hours will commence after the parties have signed the Mediation Agreement and at the time of the Mediator's Opening Statement. The two hours will include any necessary breaks, caucuses, recesses, or other intermittent breaks from the formal mediation session, but will not include meal breaks or recess involving a rescheduling of the mediation. The Mediator shall maintain accurate time records and those time records shall be determinative in the calculation of accrued mediation time.

Voluntary Fee Option- At the expiration of the first two (2) hours of accumulated mediation time, the attorney-mediator may offer to continue the mediation at the rate of \$200/hour to be shared equally by the parties (unless otherwise negotiated to the agreement of all parties and incorporated as a component of the signed mediation agreement). **The election of this option is VOLUNTARY and no party shall be compelled to continue with paid mediation unless subject to the parties' voluntary and signed commitment to such fee schedule.**

a. Voluntary Waiver by Attorney-Mediator - The volunteer attorney-mediator may waive the imposition of voluntary fee at his/her discretion and subject to the agreement of the parties to continue in the mediation process. This voluntary waiver is subject to the will of the attorney-mediator and may be offered for a finite and defined period of time (e.g., one more hour, two more hours, etc.)

b. After Six hours of Voluntary Compensation at \$200/Hour- After six (6) hours of attorney-mediator compensation at the \$200/hour level that has been agreed to by the parties and their attorneys, the attorney-mediator may

at his/her discretion offer to continue the mediation at his/her regular hourly fee subject to the *voluntary* agreement of the parties.

Coordination of Payment of Agreed to Fees After Expiration of Pro-Bono Services. Superior Court of California, County of Monterey Local Rules of Court Page 119 January 1, 2010

Should the parties elect to continue with mediation after the expiration of the *pro bono* preparation and two hour mediation, all such financial agreements shall be recorded by the attorney-mediator in the Mediation Agreement or amendment thereto signed by the parties and their attorneys including the volunteer attorney-mediator. Payments shall be made directly to the attorney-mediator and the Court will not oversee the collection of payments. The Court, at its discretion, may postpone trial setting in a case that does not settle in mediation pending full payment of agreed to attorney-mediator fees that remain unpaid.

Case Name: _____
Case Number: _____