



AGREEMENT TO MEDIATE

DATE: _____ TO: _____

You agree to mediate certain issues or matters in question or in dispute, specifically with regard to: _____

You request that Weber Dispute Resolution (“WDR”) provide mediation services. This Agreement confirms our understanding.

1. THE MEDIATOR’S RESPONSIBILITY:

1.1 The Mediator will aid and facilitate informed and consensual resolution of issues presented. The Mediator has no authority to decide issues. We will not make a recommendation to any person or agency outside the mediation process.

1.3 While we offer information, we do not provide legal advice or legal representation to either of you. **You are strongly encouraged to consult with your attorney at any time during the mediation process. You have a right to consult with your attorney prior to signing any legal documents.**

2. THE PARTIES’ RESPONSIBILITY AND UNDERSTANDING

2.1 **Full Disclosure.** Each of you will disclose and submit complete and accurate financial information and supporting documentation regarding your financial circumstances.

2.2 **Attending Court Hearings.** Each of you is responsible for attending any scheduled court hearings or making alternative arrangements if attendance is not possible. We cannot contact the court on your behalf regarding a court hearing set in your case. You understand attendance at court hearings is mandatory.

2.3 **Participation.** You agree to meet regularly and to participate. The number and length of sessions may vary depending on circumstances and complexity. On occasion, your mediator may want to meet with each of you separately in private sessions.

3. THE MEDIATION PROCESS

3.1 **Non-binding Mediation.** Mediation can lead to settlement, but a court may need to review your agreement. An agreement becomes legally binding only when formally signed. Mediation is voluntary, and either party or the Mediator may withdraw at any time without explanation.

3.2 **Confidentiality.** Statements made during mediation are confidential. You will not request the mediator to testify or to provide documents to be used or admitted as evidence in any legal proceeding. State law provides for confidentiality in mediation.

3.3 **Rules of Mediation.** Attached hereto and incorporated herein as Exhibit “A” are the “Rules of Mediation”. You agree to follow those rules in good faith as a part of this agreement.

3.4. **Mediator Work Product.** The Mediator work product is property of WDR. We may provide Portable Document Format (PDF) files and/or hard copies of documents. However, we will not provide raw electronic data or word processor files.

4. PROFESSIONAL FEES AND COSTS OF MEDIATION

4.1 **Hourly Fees.** We will bill charges at minimum increments of one tenth of one hour. All work on the case will be billed on an hourly basis at the following rates:

Shawn Weber	\$590	Associate Attorney	\$350
Scott Weiner	\$400	Paralegal	\$300
Associate Mediator	\$400	Legal Assistant/Secretary/Law Clerk	\$195

4.2 **Scope of Charges.** All work on your case is billed at the hourly rate of the individual performing the work. Charges include time spent on analysis, communications, correspondence, file organization, scheduling, and document preparation. Time spent in conferences, calls, or emails with parties, experts, opposing counsel, court personnel, or others will also be billed. WDR personnel may bill for internal consultations as needed, and if multiple staff attend a meeting or proceeding, each will charge for their time. Travel and waiting time (if applicable) are also billed.

Invoices will be sent electronically, and payment is due upon receipt. Fees are billed to the case regardless of who initiated the action or communication. WDR’s fees are separate from those of any accountants, legal counsel, or other experts you engage.

4.3 **Costs and Expenses.** You will reimburse WDR for costs and expenses incurred in relation to the mediation, including copies, filing fees, delivery fees, consultants’ fees, and other similar items. There will be a charge of \$.10 per photocopy.

4.4 **Credit Card.** You agree to keep a credit card on file with WDR with sufficient funds available to cover your fees. We will run your card at the conclusion of each mediation session for time spent. We will invoice you and run the card for the outstanding charges incurred between sessions. Alternate forms of payment may be discussed on a case-by-case basis.

4.5 **Advanced Fee Deposit for Settlement Agreement.** If you wish us to prepare a settlement agreement for you, we will collect a \$3,000 advanced fee deposit before we start work on the document. The sum will be deposited into an account, to be used to pay costs, expenses, and fees for our services to assist you in finalizing your matter. These services may include:

- Drafts of the Settlement Agreement
- A Review Session
- Completion of required forms (except disclosure forms, which are completed by the parties)
- Consultations between parties, mediator and/or attorneys regarding the case
- Word processing, mailing photocopying and communication.

You authorize us to withdraw fees and costs from your deposit, and you will receive a statement showing charges. If the deposit balance falls below \$1,000, you will replenish it to the original amount. No further services will be provided until the deposit is replenished. At the end of the process, any remaining deposit funds will be refunded upon request. A deposit may also be required

for additional documents, determined on a case-by-case basis.

4.6 In the event payment is not received within 15 days of the date of the invoice, interest may be charged at the rate of 18% per annum on the unpaid balance then due. Checks are payable to Shawn Weber, APC. If a check is returned from the bank, you will be assessed \$50.

4.7 **Disclaimer of Guarantee.** Nothing in this Agreement to Mediate or in our statements to you can be construed as a promise or guarantee about the outcome of your matter or whether an agreement will be reached. The mediator makes no promises or guarantees.

4.8 **Missed Appointments.** Any appointment with the Mediator that is cancelled or missed without 24-hours' notice, will be billed to you at the rate of one hour of the Mediator's time.

5. OTHER CONSIDERATIONS.

5.1 **Internet/Cloud Services.** We use internet and cloud services for calendaring, information storage, and sharing with clients and experts. While we take reasonable steps to protect confidentiality, we cannot guarantee against potential disclosure, whether information is stored in our office or online. By engaging our services, you consent to our use of internet/cloud services and acknowledge the unlikely risk of disclosure despite our security measures.

5.2 **Document Security.** We prioritize protecting sensitive information and ask for your cooperation. When providing personal financial information, please redact social security numbers and all but the last four digits of account numbers.

5.3 Email Communications.

A. **Security.** We use email as a principal form of communication. You acknowledge that email communications while generally secure can be subject to "hacking" by others and there is a possibility that confidential communications may be disclosed.

B. **Email Accounts Owned by Third Parties.** Mediation confidentiality applies to communications within the mediation process but may not extend to emails from accounts you do not own. You acknowledge that work or third-party email accounts may not be protected by mediation confidentiality.

5.4 **Disposition of Your File.** After mediation services conclude, we will keep your file for five years. If you do not request delivery of your file within five years, we will destroy your file without further notice. Your file will be stored electronically. We will not be responsible for original or valuable documents.

5.3 **Use of Online Internet Conferencing.** By using online conferencing, you agree to:

- A. Accept the Terms of Service and Privacy Policy of the meeting service provider.
- B. Ensure your device is in good working order with functional audio and video.
- C. Prevent third parties, including children, from hearing or viewing the conference.
- D. Participate from a quiet, interruption-free room, with childcare arranged as needed.
- E. Not record the conference or allow others to do so. (Note: The Mediator may record portions, with permission, to memorialize agreements.)

6. MEDIATION

Under California Evidence Code § 1125, mediation ends if there is no communication between the mediator and the parties for 10 days. We agree to extend this period to 30 days. Mediation may resume after termination if you choose to reengage, though a new Agreement to Mediate may be

required for significant time gaps.

If you have concerns about the mediation services or fees, please raise them directly with the mediator. If unresolved, we agree to mediate these issues in good faith with another professional mediator before seeking legal remedies.

7. CLIENTS' AGREEMENT REGARDING SHARING OF FEES BETWEEN PARTIES.

[] _____ will accept sole responsibility for all costs of mediation.

[] _____ and _____ will share equally in the costs of mediation.

[] _____ and _____ will share the costs of mediation as follows:

Both parties agree to be jointly and severally liable for all mediation fees. No work will proceed if any balance remains unpaid. Invoices will be sent electronically and are considered valid and payable unless disputed within 15 days of issuance.

We have read, understood, and agree to be bound by the Agreement to mediate.

_____ Signature	_____ Date	_____ Signature	_____ Date
Name: _____		Name: _____	

_____ Mediator Signature	_____ Date
Name: _____, Mediator	

Exhibit “A” – RULES OF MEDIATION

1. Demeanor

1.1 Respectful Communication. Only one person speaks at a time. Make sure to let the other person finish and avoid interrupting to ensure everyone is heard. If you have something to say, make a note and wait for your turn.

1.2 Mediator’s Role. However, the mediator may occasionally interrupt you to guide the discussion productively. If communication between parties becomes unproductive, the mediator will intervene to refocus the conversation.

1.3 Maintaining a Safe Space. This is a respectful and safe environment. Be mindful of your tone and language. Adjust your behavior if requested by the mediator. Let the mediator know if you need a break.

2. Legal Counsel and Legal Advice

2.1 No Legal Advice. The mediator is not acting as an attorney and will not provide legal advice. You are encouraged to consult your own legal counsel at any time.

2.2 Legal Information. The mediator may provide general legal information to aid decision-making. Seek independent legal advice before signing any agreements.

2.3 Avoiding Legal Action. Do not initiate legal action during mediation without the agreement of the other party and the mediator. If you have legal representation, instruct your attorney not to act on your case while mediation is ongoing.

2.4 Agreement Modifications. The mediator will only make changes to written agreements if both parties agree and communicate that agreement to the mediator.

3. Communications with the Mediator

3.1 Transparency. Substantive matters will be addressed in the presence of both parties unless the mediator calls for breakout sessions. In such cases, both parties will have equal time with the mediator.

3.2 Email Protocol. When emailing WDR, include the other party as a courtesy copy (“c.c.”).

4. Third-Party Involvement

4.1 Discretion and Consultation. Limit discussing mediation matters with friends, relatives, or others. However, consultation with legal counsel, financial advisors, mental health professionals, or clergy is encouraged as needed.

4.2 Protecting Children. Refrain from disparaging the other party or discussing mediation-related matters in the presence or hearing of minor children. Ensure friends and family follow the same guideline.

5. Full Disclosure.

Each party must fully disclose all relevant information and documents, including financial statements, tax returns, and retirement accounts. Preparing budgets and financial statements is essential. Failure to provide adequate documentation may result in suspension or termination of the mediation process.

6. Transfers of Property During Mediation.

During mediation, do not transfer, encumber, sell, conceal, or otherwise dispose of any property unless it is part of ordinary business or necessary for daily life. Any exceptions require prior written agreement from both parties.

7. Confidentiality of the Mediation Process

7.1 Non-Disclosure. WDR will not disclose any information about you, your file, or your identity without prior consent from both parties or unless required by law.

7.2 Admissibility. Statements made and notes taken during mediation are confidential and inadmissible in court. The mediator will not serve as a witness in any legal proceeding related to the mediation, even with the consent of both parties.