

# Peace Talks Mediation Services, Inc.

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www.peace-talks.com

## AGREEMENT TO MEDIATE

I have read the attached Mediation Agreement completely and understand its contents. I have initialed each page to indicate my understanding and agreement of the terms.

This is an agreement between **Peace Talks Mediation Services, Inc.**, **\*\*and\*\*** hereinafter “parties,” and Tara Fass, LMFT, and Michelle Kazadi, Esq., hereinafter “mediator,” to enter into mediation with the intent of resolving issues related to the dissolution of our marriage.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
MEDIATOR, Tara Fass, LMFT

\_\_\_\_\_  
Dated

\_\_\_\_\_  
MEDIATOR, Victoria Simon, Ph. D., LMFT

\_\_\_\_\_  
Dated

\_\_\_\_\_  
MEDIATOR, Michelle Kazadi, Esq.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
MEDIATOR, Grace K. Lee, Esq.

\_\_\_\_\_  
Dated  
CDFA

\_\_\_\_\_  
MEDIATOR, Stephanie Maloney,

\_\_\_\_\_  
Dated

\_\_\_\_\_  
MEDIATOR, Diana L. Mercer  
President, Peace Talks Mediation Services, Inc.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
, Client

Party #1	_____
Party #2	_____

\_\_\_\_\_  
, Client

## **MEDIATION AGREEMENT**

Peace Talks Mediation Services, Inc., the parties and the mediator understand and agree as follows:

### **1. ESTABLISHMENT OF MEDIATION RELATIONSHIP**

The undersigned wish to retain the services of Peace Talks Mediation Services, Inc., and Michelle Kazadi, Esq., Grace K. Lee, Esq., Diana L. Mercer, Esq., Tara Fass, LMFT, Stephanie Maloney, CDFA, Peter W. Ballas, MBA, and/or Victoria Simon, Ph.D., LMFT, to mediate disputed issues with regard to the dissolution of our marriage.

All references to “mediator” apply to any person designated by the mediator to assist in the mediation process.

### **2. NATURE OF MEDIATION**

The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that the mediator’s objective is to facilitate the parties themselves reaching their most constructive and fairest agreement.

### **3. RIGHT OF CONSULTATION WITH LAWYER AND OTHER TRUSTED ADVISORS**

We suggest that you don’t go through this process alone. Reach out to people and professionals you trust. Consider consulting with a lawyer, accountant, financial planner, therapist, friend, family member or other trusted advisor at any time during the mediation process, and especially before signing the final settlement agreement. We recommend that you consult with these advisors early in the process to establish a relationship with counsel you trust so that when you review the agreement, you will be reviewing it with a professional who has familiarity with your circumstances. Many attorneys, accountants and other Trusted Advisors will work on an hourly basis (no retainer, no minimum fee). Please let us know if you would like a referral. If you’d like for us to share any information with them directly, we can give you a release for all mediation participants to sign.

### **4. MEDIATOR REPRESENTS NEITHER PARTY**

Party #1	_____
Party #2	_____

The parties acknowledge that the mediator does not represent the interests of either party and is not acting as an attorney or the parties' personal therapist. The parties acknowledge that the purpose of mediation is to facilitate the ultimate resolution and agreement between the parties regarding the issues, problems, and disputes presented in mediation and that the mediator does not act as an advocate, representative, fiduciary, lawyer, or therapist for either party. The basic legal information which we provide is no substitute for individualized legal counsel.

The staff at Peace Talks is committed to sharing legal information with clients, and helping clients to make informed decisions, but we cannot give you individualized legal advice. While mediation may encompass more than the usual legal remedies, we believe that family mediations also operate within the framework of the legal system. At Peace Talks you may choose to make a creative or unconventional decision, but you will not make an uninformed decision. Because there is no mediator certification or licensing in California, there is no standardization of mediation practice from firm to firm beyond the basic mediators' ethical rules. If you have any questions about how our practice may differ from others, please let us know.

We often talk about taxes and tax ramifications during our mediation sessions. Please understand that, in compliance with regulations issued by the Internal Revenue Services, any federal tax advice contained in any communications with or from this office are not intended to be used and may not be used by any person to avoid any penalties under the Internal Revenue Code. (IRS Circular 230). That said, we do our best to be helpful, but you want to be sure to speak with your accountant or tax professional with regard to all of your tax issues.

## 5. **IMPARTIALITY OF MEDIATOR**

The parties acknowledge that although the mediator will be impartial and that the mediator does not favor either party, there may be issues in which one party may be reasonable and the other may not be reasonable. A common criticism of mediation is that mediators skip the difficult discussions in favor of reaching a quick agreement. That will not happen at Peace Talks. The mediator has a duty to assure a balanced dialogue and to diffuse any manipulative or intimidating tactics.

## 6. **CONFIDENTIALITY**

**Mediation Sessions and Work Product:** It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceedings. Only a mediated agreement signed by the parties is admissible in court. Most people agree that they will share the summary letters and draft agreements with their attorneys, accountants, or other advisors, and to this extent they would not be confidential, although they would not be admissible in court as evidence.

**Between Session Telephone Calls and Letters:** Unless otherwise agreed, the content of between session telephone calls and letters *is not* confidential. For example, if

we receive an e-mail from one party, the other party will receive a copy of that e-mail along with the response.

**Caucuses in Mediation Sessions:** Unless otherwise agreed, the individual sessions (caucuses) held during a mediation session at the office are completely confidential, and the discussions held with one party *will not* be revealed to the other party without the first party's specific agreement.

**Court Testimony:** The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties understand the mediator has an ethical responsibility to break confidentiality if s/he suspects another person may be in danger of harm. The only other exceptions to this confidentiality of the mediation are with regard to the mediator's duty to report reasonable suspicion of child abuse; the mediator's ability to defend himself/herself in any legal action; in the event of a joint written waiver of confidentiality by the parties; use and admission into evidence of this Agreement to Mediate to establish the confidentiality of the mediation process, or otherwise as may be required by law.

**Financial Disclosures:** This confidentiality does not extend to the parties' mutual financial disclosure requirements, which are required by law.

**Security System:** As part of our security system, cameras in our office record video (but not audio) 24/7. These recordings are systematically deleted every 30 days, and are used only in the event of a security problem in our office.

**E-Mail:** We often use e-mail to correspond with clients because it is fast and convenient for many people. Our e-mail is not specially encrypted for security, and passes over the internet like any other e-mail. If you do not wish for us to send you e-mail, please let us know. We send all important letters, court papers, and agreement copies by U.S. Mail in addition to e-mail.

## 7. RIGHT OF MEDIATOR TO WITHDRAW

The mediator will attempt to resolve any outstanding disputes among the parties as long as both parties make a good faith effort to reach an agreement based on fairness to both parties. Parties must be willing and able to participate in the process in order for it to work. Mediated agreements require compromise, and parties agree to attempt to be flexible and open to new possibilities for a resolution of the dispute. If the mediator, in his or her professional judgment, concludes that agreement is not possible or that continuation of the mediation process would harm or prejudice one or all of the participants, the mediator shall withdraw and the mediation conclude.

## 8. TERMINATION OF MEDIATION WITHOUT CAUSE

The mediation may be terminated without cause by any party at any time. No reason must be given, either to the other parties or to the mediator.

Party #1 Upon termination of mediation, the mediator will not counsel either party or  
Party #2 represent any party against any other party, in any court proceeding, adversary

negotiation, or for any other reason involving a dispute between the parties except the mediator or Dispute Resolution Associate may discuss with either party individually how to recommence the mediation process.

9. **VOLUNTARY DISCLOSURE OF POSSIBLE PREJUDICIAL INFORMATION**

The parties agree that, while mediation is in progress, full disclosure of all information is essential to a successful resolution of the issues. Since the court process may not be used to compel information during the mediation process, any agreement made through mediation may be rescinded in whole or in part if one party fails to disclose relevant information. Since the voluntary disclosure of this information may give one party an advantage that may not have been obtained through the traditional adversarial process, the parties agree to release and hold harmless the mediator from any liability or damages caused by voluntary disclosure of prejudicial information in the mediation process that may be used in subsequent negotiations or court proceedings. The mediator has no power to bind third parties not to disclose information furnished during mediation.

10. **THE MEDIATOR DOES NOT PROMISE RESULTS**

Each party acknowledges that, since mediation is a process of compromise, it is possible that any party might agree to settle on terms that might be considered to be less favorable in comparison to what they party might have received from a Judge after a contested court hearing, or through negotiation in which one or all of the parties have retained legal counsel. The mediator makes no representations that the ultimate result would be the same in kind or degree as might be concluded through negotiation or a contested trial on one or all of the issues. Any questions concerning fairness should be addressed to the mediator as they occur. In addition, parties should consult with independent legal counsel to review compromises made during the course of mediation, and all provisions of a final agreement prior to executing any court documents.

11. **FILING OF COURT DOCUMENTS**

Once an agreement is reached, in whole or in part, or at any time the parties desire to file any court documents to confirm the agreement and to obtain court order or judgment based thereon, the parties understand that the mediator may not represent either party in a court of law. However, if parties agree to act as their own attorney(s) *In Pro Per*, the parties may authorize the mediator and Peace Talks staff to prepare court papers and to monitor all paperwork through the court system. In performing such work, Peace Talks' attorney-mediators are performing their neutral mediator functions and will take no action without the mutual agreement and authorization of all parties.

12. **MEDIATION FEES**

Party #1	_____
Party #2	_____

Our list of fees and services is attached to this agreement (pages 9 & 10).

**General terms:** Fees for the mediator(s) are billed on an hourly basis for time spent with the parties in mediation as well as for time outside of the mediation sessions to study documents, research issues, prepare correspondence, respond to and initiate telephone calls, prepare draft and final agreements not covered by a flat fee arrangements, and do such other things as may be reasonably necessary to facilitate the parties' reaching full agreement.

Time involving two or more mediators is billed at a rate of \$625 per hour, and time involving one mediator is billed at a rate of \$575.00 per hour. Our office works on a co-mediation model, so time in mediation sessions is billed at \$625 per hour unless otherwise specified. The \$575 billing rate will be used for single-mediator tasks such as between-session telephone calls and letters, and between-session drafting and research. Mediation Summary letters and drafting time is billed at \$625 per hour. If we spend time working on your file, we bill for that time; for example, we bill for telephone calls and e-mail, with the minimum time increment billed being .2 hours (two tenths of an hour).

Fees for the Dispute Resolution Associate are also billed on an hourly basis with the minimum time increment billed being .2 hours. The Dispute Resolution Associate is a paralegal and paralegal tasks are charged at a rate of \$225 per hour. Such billable tasks include, but are not limited to, discussions about your case or case status other than scheduling appointments, assistance with completing financial disclosures, and requests for additional copies of any portion of your file. There is no charge for purely administrative tasks handled by the Dispute Resolution Associate, *e.g.*, making and confirming appointments, monthly status letters, and directions to our office; however, sending duplicate copies of letters or documents which have previously been sent to you will be billed at \$225 per hour with a minimum fee of \$50 per request.

Payment in full for the first mediation session plus all requested follow up work, such as mediation summary letters, the administrative fee, as well as any flat-fee paperwork, is due upon signing of this agreement. We do not ordinarily require a retainer, and for appointments during regular business hours you simply pay for the time and services that you use when you use them.

Non-Refundable Appointment Deposit: To schedule each mediation appointment a non-refundable \$200 deposit must be paid in advance and is **forfeited** if you cancel or reschedule your mediation session less than 72 business hours of the scheduled time. This deposit will be credited to your final mediation appointment bill. Cancellation and rescheduling: Saturday, Sunday or Monday appointments must be canceled or rescheduled no later than 11:00 am on Wednesday. Tuesday appointments must be canceled or rescheduled no later than 11:00 am on the preceding Thursday. Credits and Refunds of Deposit: If your appointment is canceled or rescheduled *more* than 72 business hours in advance of the appointment time, your \$200 deposit will be credited to your next mediation session provided your next session is held within 6 months of your originally scheduled mediation appointment. After 6 months, your \$200 deposit is forfeited. Your deposit is non-refundable. If you prefer to pay for mediation time in advance as a flat fee package, we have some options in addition to our usual "*a la carte*"

Bill #1 so let us know if you're interested.

Party #2 \_\_\_\_\_

The parties shall be jointly and severally liable for the mediator's fees and expenses.

From time to time, Peace Talks pays referring attorneys a referral fee. Fee sharing (*e.g.*, this referral fee) is permitted by the ethical rules for attorneys in the State of California provided that it does not increase the amount you pay us for our services, that you're aware that a referral fee may be paid in your case, and that the referring attorney is not involved in your case (*i.e.*, there no conflict of interest). If you would like to know if Peace Talks is paying a referral fee in your case, please just let us know.

As a token of our appreciation to you, when you refer friends or relatives who become clients of Peace Talks, we will send you a small gift, *e.g.*, a gift certificate. This is not a referral fee and should not be interpreted as a request to solicit business.

Should payment not be timely made, Peace Talks may stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation. If collection or court action is taken by the mediator to collect fees and/or expenses under this agreement, the prevailing party in any such action and upon any appeal therefrom shall be entitled to attorney fees and costs therein incurred.

**Late Arrivals:** Our billable time begins at time that your session is scheduled to begin. We dedicate uninterrupted time for your appointment and are ready to begin at the scheduled time, and you will be charged accordingly. We appreciate a telephone call if you will be late, but you will be charged beginning with the time the appointment was originally scheduled.

**Early Arrivals:** We encourage you to arrive early and spend some time in our client library. There are a number of books and materials available for you to use, and several good videos. If you are already involved in mediation and have hired our office to do your paperwork, arriving early will give you a chance to finalize your paperwork with our legal assistant.

The mediators will not speak with either party (other than to offer beverages, start a video, etc.) prior to the arrival of the second party unless we have both parties' permission to do so.

**Cancellations and Rescheduling:** You are welcome to cancel or reschedule an appointment with 72 business hours advance notice to our office. With less than 72 business hours' notice, you will be charged a flat fee of \$200 for cancellation or rescheduling. If you cancel or reschedule an early, late, weekend or [previously] rescheduled appointment less than 72 business hours before your scheduled session, you forfeit your \$200 deposit. For early, late, weekend and rescheduled appointments which are canceled or rescheduled more than 72 business hours in advance, the \$200 deposit will be credited toward the next mediation session within 6 months. Remembering your scheduled mediation date and time is your sole responsibility, and we generally will not

Party #1 \_\_\_\_\_  
Party #2 \_\_\_\_\_

### 13. **CO-MEDIATION**

We feel that a therapist and a lawyer or financial professional working together provide the fullest view possible of the divorce process. Divorce isn't just a legal process; it's an emotional process as well. Using both types of professionals, we can help you navigate both sides of the issues. Even with the slightly higher fees, many clients find that they resolve their cases faster and more thoroughly than if just a lawyer or just a therapist mediated with them alone. Please let us know if you'd like to discuss the benefits of co-mediation further.

### 14. **MEDIATION AND BINDING ARBITRATION**

All disputes between Peace Talks, the parties and the mediator regarding any aspect of our professional relationship will be resolved by mediation, and if not resolved, to be followed by binding arbitration administered through the County Bar Association pursuant to the Code of Civil Procedure and not by litigation in court. By this provision, the parties and Peace Talks are both giving up the right to have any such dispute decided by a judge or a jury and we are each giving up the right of appeal.

The prevailing party in any arbitration between us will be entitled to reasonable attorney's fees and costs. Any litigation or arbitration between us will take place in Los Angeles County and California State law will apply.

It is important for you to know that under current California law a mediator has complete immunity from suits regarding negligence or malpractice or any other cause of action. This means that you cannot sue our mediators for any damage to you arising out of the mediation relationship.

Before signing this agreement, you have a right to consult your own attorney about the legal consequences to you of signing this agreement and specifically waiving the right to use the courts in any fee dispute and using arbitration instead.

### 15. **FILE RETENTION AND DESTRUCTION**

You will receive copies of every important document in your case as the case proceeds. Our office policy is to keep copies of your documents, not originals. Once your case is closed, we will retain your file for 5 years. If you would like your file returned to you after 5 years, please keep us informed of your current address so we can send it to you. If you do not request the return of your file we will destroy your file after 5 years. If you are filing court papers, the court [generally] keeps your court papers indefinitely. A copy, or certified copy, can be obtained by requesting it from the court. For Los Angeles County, you can request these copies online at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) or at 111 N. Hill Street, Room 112, Los Angeles, CA 90012.

### 16. **EXECUTION OF MEDIATION AGREEMENT**

Party #1	_____
Party #2	_____

By signing this Mediation Agreement, each party agrees that he or she has carefully read and considered each and every provision of this Agreement and agrees to each provision of this agreement without reservation.

### **Mediation Fees:**

#### **Hourly fees:**

Co-Mediation (2 mediators together)	\$625.00
Summary Letter and drafting rate	\$625.00
Single Mediator Rate	\$575.00
Paralegal	\$225.00
Parenting Plan Mediation *	\$475.00
Post-Judgment Mediation Sessions **	\$375.00

\* Parenting Plan Mediation will be held with a therapist-mediator alone, at Peace Talks' option, with no attorney-mediator present, and will cover only parenting plan mediation issues, not child support or any financial issues.

\*\*Post Judgment Mediation Sessions: This fee is a special rate for clients who completed their divorce mediation through Peace Talks and who are returning to discuss post-judgment matters, including but not limited to parenting plans, child support modifications, spousal support modifications, etc. Clients opting for this special post-judgment rate agree that Peace Talks may elect to provide one or two mediators, at their option, and that Peace Talks may choose which mediator(s) work with clients at this special rate.

**Mediation Summary letters** are prepared after each session and are billed at 2 to 4 hours of the regular single mediator hourly rate, depending upon the actual time to complete the letter given the mediation session's complexity and length. Your mediation summary letters provide a personalized road map of how you will get through this process with the maximum amount of efficiency and success. It provides a written record of the progress made in each session, memorializes the next steps to take, and summarizes the information and discussion to share with your trusted advisors.

**Administrative Fee:** A one-time, non-refundable administrative fee of \$150 is due at the time you make your first mediation appointment. This fee covers the cost of convening your case and setting up your file with this office.

### **Paper Preparation (Flat Fees):**

#### **Petition and Response:**

Petition and Response (no minor children)	\$375.00
Petition and Response (with minor children)	\$475.00

#### **Petition/Response Papers include at no extra charge:**

Case Cover Sheet  
 Summons  
 UCCJEA Statement  
 Notice and Acknowledgment of Receipt  
 Party #1  
 Party #2  
 Proof of Service  
 Actual mail service of papers and copies

**Court Filing Fees:** *Please make your checks payable to "Clerk of the Superior Court".*

Petition	\$320.00
Response or Agreement (whichever is first)	\$320.00

**Judgment Package:**

Judgments (no children):	\$1995.00
Judgments with Parenting Plans:	\$2295.00

**All judgment packages include at no extra charge:**

One half-hour of legal time for changes and revisions  
 Typing and service of Income and Expense Declarations  
 Typing and service of Schedule of Assets and Debts  
 Declaration of Disclosure (one for each party)  
 Appearance, Stipulation and Waivers  
 Declaration Re: Default or Uncontested Divorce  
 Judgment  
 Notice of Entry of Judgment  
 Declaration Re: Service of Declaration of Disclosure  
 Mail service of papers and copies

**Judgment Package, Continued:**

Proof of Service  
 Child Support Case Registry Form  
 Wage Assignment (if requested)  
 Stipulation for Waiver of Final Declaration of Disclosure

**Miscellaneous fees:**

Early, Late and Weekend appointments: (Weekdays before 10:00 am and after 6:30 pm)	\$200 non-refundable deposit plus an additional \$50 per hour surcharge
Quitclaim deed or Inter-Spousal Transfer Deed (includes recording, recording fees, and copies)	\$375.00
Preparation of Income and Expense Declarations and Schedule of Assets and Debts (financial disclosures)	billed at regularly hourly rate
Divorce paperwork only (no mediation time)	\$300.00
Expedited papers fee (prepared and mailed within 7 days)	\$150.00
Faxes (each)	\$ 40.00
Party #1 Party #2 Federal Express letters and packages (Fed Ex bill plus)	\$ 40.00
Courier deliveries surcharge (courier bill plus)	\$ 40.00

Telephone calls (minimum charge)	.2 of mediator's hourly rate
Copies of complete file **	\$200 + 25 cents per page
Duplicate copies of letters or documents previously sent to you **	\$ 40.00 minimum but billed at regular hourly rate

\*\* clients are given a copy of every document that crosses our desk, *e.g.*, mediation summaries, Petition, Response, Judicial Council forms, all court paperwork, bills and correspondence. The \$200 charge + 25 cents per page charge is for making a duplicate copy of the documents you've already received.

Party #1 _____
Party #2 _____