The Mediation Offices *of*
Lee Jay Berman

Lee Jay Berman
Mediator
Phone: 310-593-9905
Email: LeeJay@MediationTools.com
Web: www.MediationTools.com

REQUEST FOR MEDIATION and AGREEMENT TO MEDIATE

On behalf of those listed below, I hereby request that you set a date for mediation with Mr. Lee Jay Berman, in the matter of _____.

This mediation involves _____.
Type of Case / Nature of the Dispute

Our group plans on the following individuals attending the mediation, including all client representatives and insurance carriers as required by California Rules of Court § **3.874** (*Please print*):

Name	Title	Firm/Company	Type of Business

The above participants are available to attend the mediation and request that it be scheduled on one of the following dates: _____

We prefer: ☐ Live, in-person mediation ☐ Virtual mediation via Zoom

We prefer the following fee structure for this mediation:

☐ $15,000 for an "All-Inclusive" full day* ☐ $9,000 for an "All-Inclusive" half day *

The mediation fee is to be paid by (indicate which party or percentage share/split): _____

*Mr. Berman's "All-Inclusive" service for the mediation includes one pre-mediation conference call with counsel, all study time including reading briefs, travel time (up to 1 hour of drive time for half-days and including all travel time for full days), reasonable expenses, and the mediation session, including all snacks and meals provided. Only airfare and hotels will be billed as separate line items. Any additional time spent will be billed at $900/hour.

Cancellation Policy: I understand and accept Mr. Berman's cancellation policy whereby any party requiring a change to a confirmed appointment will be charged a minimum fee of $750.00. Any confirmed appointment cancelled within 21 days of the reserved date will be charged one half of the amount of the time reserved.

I have read this agreement and the enclosed Policies and Procedures (incorporated herein by this reference) and I agree to it on behalf of my client and all of the participants listed above. In addition to returning this completed agreement to Mr. Berman's offices, I agree to send a signed copy to *all other parties in this case*. Failure of additional parties to respond within 10 calendar days will constitute a refusal to mediate for the purposes of mandatory mediation (contractual or court-ordered).

Name (printed)	Representing	X Signed

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Lee Jay Berman

Lee Jay Berman
Mediator
The Mediation Alliance, Inc.
Phone: 310-593-9905 Email: LeeJay@MediationTools.com

MEDIATION POLICIES AND PROCEDURES (Please review carefully)

WHO MUST ATTEND: In order to reach final agreement, all parties, counsel, insurance carriers, and any other decision-makers must be present in person with authority to settle the case (pursuant to California Rules of Court Rule 3.874). All attendees are to clear their calendars for the entire day in order to eliminate interruptions.

DISCOVERY/EXPERTS: All relevant information is to be exchanged by the parties in advance of the mediation session to assist all parties in making realistic, informed settlement decisions during the mediation. Although witnesses are not typically a part of the mediation process, if expert opinion is essential to reach a resolution in this matter, please make arrangements through our office to ensure that all participants concur.

BRIEFS: Preparation of all participants is an integral part of reaching resolution. Participants should be prepared to come with an open mind, ready to analyze new information; not simply to argue their position. Submission of briefs is encouraged, but such submissions should be no more than ten (10) pages (plus exhibits as necessary). Letter Briefs are acceptable. Because of Mr. Berman's travel schedule, briefs should be submitted directly to Mr. Berman at leejay@mediationtools.com, with a copy to casemanager@mediationtools.com, at least five business days in advance to guarantee that he receives them in time to adequately prepare. Alternatively, you may mail, deliver or overnight briefs directly to our offices. Please include strategic insights about your position, information about perceived obstacles to settlement, and information on prior settlement discussions. Time spent reading the briefs will be counted as the mediation time.

FEES/PAYMENT: Our policy is payment in full in advance of the mediation session. Any unused portion of a deposit will be refunded promptly. Any additional balance is due within five days of the mediation. All fees are the joint and several liability of each party and their respective legal counsel. Late fees will be assessed on all unpaid balances at the rate of 1½% per month from the date of the mediation. The mediator is entitled to full compensation for all time spent on the case, including preparation, telephone time, and travel to mediation sessions. This includes any time spent (telephonically or otherwise) subsequent to a mediation session in connection with the case. Checks should be made payable to The Mediation Alliance, Inc., Federal Tax I.D. Number 95-4488081. Due to increased bank fees, all payments made by credit card will be billed with a 3% surcharge that is passed through to our bank.

RESCHEDULING: Any party requiring a change to a confirmed appointment will be charged a *minimum* of a $750.00 fee. Any confirmed appointment that is cancelled within 21 days of the confirmed date will be charged half of the amount of the time booked.

CONFIDENTIALITY: All statements made in the course of a mediation are confidential (Evidence Code §§ 1115 through 1128). All parties will agree that any statements made or information disclosed to the Mediator is confidential and that disclosure cannot be compelled (Evidence Code § 703.5).

AT THE MEDIATION: The mediation may consist of both joint sessions (including all participants), and private sessions, or caucuses. Please be prepared to summarize your viewpoint and hear other perspectives. The goal is not to prove your case, but to clarify your views for decision-makers among the other parties while educating the mediator. In caucus, information can be discussed and creative solutions explored which may assist in working toward a resolution. The mediator will help each party confidentially evaluate their realistic options for resolution. Once negotiations generate an option which all sides feel is acceptable, the mediator will work with counsel to draft a summary of the agreed upon terms.

OBSERVERS: Because Lee Jay Berman is also the President of the American Institute of Mediation, it is his practice to allow one student to attend each mediation in order to observe a live session. This observer will sign our confidentiality agreement. Should you have any concerns about this, please contact our office at once. We thank you for your cooperation in helping to create a population of strong and experienced future mediators.

PUBLICATION: By attending this mediation session, unless we are notified to the contrary prior to the mediation session, all participants authorize the Mediator to describe this matter to colleagues for educational purposes, and may publish the fact pattern and results of this mediation, provided no disclosure is made of the participants' names or any other information which would specifically identify the participants.

USE OF NAMES: By attending this mediation session, unless we are notified to the contrary prior to the mediation session, all participants authorize the Mediator to add the names of their firms, companies, or organizations to his Client List which he attaches to his resume.