



AGREEMENT FOR ENGAGEMENT OF MEDIATION SERVICES

TAX I.D. Number: 95-4300330

DAILY RATE: \$6,500 per day

(Class Action/Private Attorney General Claims)

Reservation of Dates and Necessary Deposits

Payment in full is due immediately upon the confirmation of reserved dates. If payment and the Signed Agreement are not received thirty (30) days prior to the scheduled mediation date, the mediation will be taken off calendar so that other clients are then able to reserve that time. The deposit made by the parties is for the estimated hearing time and is inclusive of all mediation services (including preparation, research, consultations, correspondence, etc.) However, additional fees will be charged at hourly if the mediation exceeds the estimated time. A non-refundable administrative fee is charged at the rate of \$100 per party. Travel time is not charged unless expressly stated and agreed to by the parties. Costs of the mediation shall be borne equally among the parties unless otherwise agreed by the parties or ordered by the court. The attorneys and clients are jointly responsible for all fees.

Cancellation & Rescheduling

Deposits (less the administrative fee) will be refunded if the matter is settled or continued and written notice is received thirty (30) days in advance of the first scheduled hearing date. Otherwise, a refund will be made only to the extent that other matters are scheduled and heard within the reserved time. Cancellation fees are the responsibility of the party(ies) requesting a cancellation or continuance.

Mediation Briefs

Mediation briefs are extremely helpful in preparation for the first date of mediation. Briefs should be received at our office no later than **seven (7) days** before the scheduled hearing date. Briefs may be emailed directly to jkrivis@yahoo.com (cc:heather@firstmediation.com).

Briefs may be exchanged or kept confidential at counsel's option. Confidential briefs directed to the mediator should include: 1) Any issues about the parties and/or their relationship with each other which you feel might be helpful to the mediator; 2) Any issues between counsel which you feel might be helpful for the mediator to know about; 3) Legal issues you believe need to be addressed at the mediation; 4) Insurance issues that might have an impact on the outcome of the case; 5) Any potential rulings, dispositive fact issues or legal arguments that would be important for the mediator to know about; 6) The status of any prior negotiations; 7) Key parties not participating in the mediation and the reasons why.

Memorandum of Settlement

The parties are encouraged to exchange a Memorandum of Settlement prior to the date of the mediation, particularly in Class Action Cases.

Mediation Settlement Authority

In order to engage in worthwhile negotiation and settlement discussions, it is imperative that the parties in attendance have settlement authority. Please advise the mediator prior to the hearing if this might pose a problem.

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Also available in Northern California, CA

Jeffrey Krivis and Associates