

Agreement to Mediate

Complete the matter details and fee terms before execution. This agreement governs a neutral mediation engagement; it does not authorize arbitration or representation of any participant.

1. Matter and participants

Matter / case number

Administering legal entity / registered business name and address (case administration completes)

Participating parties and authorized representatives (attach a complete party schedule)

Independent counsel and contact information, or identify self represented parties

Mediator / additional mediator if agreed

Private engagement or identified court program; court order and applicable procedures

Session dates / location or remote platform / interpreter and accessibility arrangements

2. Purpose and neutral role

The mediator facilitates communication and assists the parties in exploring their own resolution. The mediator does not decide the dispute, impose a settlement, or serve as counsel for a participant. Each party decides whether to settle and which terms to accept, with independent professional advice as appropriate.

Participation in settlement decisions is voluntary. Each participant decides the extent of participation and may pause or withdraw from negotiations at any time; the mediator will not coerce continued participation or settlement. This agreement does not cancel an attendance requirement or another obligation imposed by a court order, contract, or statute.

The engagement creates no attorney client relationship with the mediator or Ellis & Associates. Academic credentials, legal training, or a neutral's attorney license do not change the neutral role in this matter. The firm and mediator do not advise a participant how to exercise individual legal rights. A lawyer serving as a private third party neutral will inform unrepresented parties that the lawyer is not representing them and explain the distinction if a party does not understand the neutral role.

3. Confidentiality and its limits

California Evidence Code sections 1115 through 1129 govern qualifying mediation communications and writings where applicable. The statutory protection has a defined scope and exceptions; independently admissible evidence does not become inadmissible simply because it is introduced or used in mediation. This agreement neither enlarges a statutory protection nor grants a blanket waiver of it.

At or before the outset of the first mediation session, the mediator will explain the process, the participants' roles, and the applicable confidentiality arrangements. Each attorney representing a mediation client is responsible for the separate disclosure and acknowledgment required by Evidence Code section 1129 when that section applies. This agreement is not a replacement for that attorney disclosure.

The participants agree not to record, transcribe, or use automated meeting notes or an AI transcription service during the session without prior express agreement of all participants and the mediator, and compliance with applicable law. The mediator may hold private caucuses after explaining the caucus procedure. Information revealed in confidence during a caucus will not be disclosed to another participant without authorization from the participant or participants who revealed it, except as applicable law requires.

4. Submissions and participation

Submission dates / recipients / joint or separate statement procedure

Mediation statements should identify whether they may be shared. Each party will arrange attendance by persons with appropriate authority to participate in negotiations, including any approval limits

communicated to the mediator. Participants remain responsible for the accuracy of their submissions and the conduct of their own representatives.

Negotiating representatives / required approvals / attendance arrangements

5. Disclosure, impartiality, and process changes

The mediator will review relationships relevant to impartiality and disclose matters required by applicable law and the engagement's ethical standards. Participants will supply complete conflict information and notify the mediator of changes. The mediator will decline or discontinue service if impartiality cannot be maintained.

The mediator may suspend or end a session if continued mediation is inappropriate. Mediation will not become arbitration, and the mediator will not become the arbitrator in this dispute, merely by accepting this engagement. A different process or role requires a separate informed written agreement and review of the applicable legal and disclosure requirements.

6. Fees, scheduling, and termination

Fee agreement date / incorporated fee schedule / agreed allocation

The separately completed Fee & Case Administration Agreement identifies rates, deposits, administrative charges, expenses, and cancellation terms. No contingent or outcome dependent compensation is authorized. Mandatory fee protections govern over inconsistent payment provisions.

Termination of mediation and continuing protection of mediation materials are governed by applicable law, including Evidence Code sections 1125 and 1126 when applicable. The end of a scheduled session does not itself decide the legal termination date. This agreement does not extend a statute of limitations or alter a court deadline.

Agreed procedural modifications / termination arrangements / attachments

7. Settlement and execution

A settlement is the parties' agreement. Any intended binding settlement must be separately documented, reviewed as appropriate, and executed by the required parties with suitable language concerning enforceability and disclosure. The mediator's participation does not itself establish that a settlement is admissible or subject to disclosure under Evidence Code section 1123, enforceable as a contract, or eligible for enforcement under Code of Civil Procedure section 664.6.

This agreement becomes effective when the participating parties and mediator have executed it and the firm has confirmed acceptance. Additional parties may sign an identified signature schedule. Typed names in PDF fields are not cryptographic digital signatures; use the signing method agreed for the engagement.

Party / representative / capacity / signature / date

Party / representative / capacity / signature / date

Mediator acknowledgment / signature / date

Firm case acceptance / date

Authorities and scope

California Evidence Code § 1119

California Evidence Code § 1123

California Evidence Code § 1126

California Rule of Court 3.851

California Rule of Professional Conduct 2.4(b)

California Evidence Code § 1120

California Evidence Code § 1125

California Evidence Code § 1129

California Rule of Court 3.854