

**Coast to Coast ADR
Agreement for Mediation**

Effective January 1, 2023

Case Name: _____

Case Court _____ Docket # _____

Case Type & Style: _____

Status of Litigation: _____

The undersigned parties each agree to submit the above-referenced matter to mediation and agree that _____ shall serve as the mediator. The parties further agree that:

1. The parties each acknowledge receipt of the mediator's disclosure of conflicts of interest and/or affiliations and/or relationships with any party, attorney, insurer or identified expected witness and of mediator's opinion of being free of bias toward or adverse to any party, attorney, insurer or witness in this matter and of the mediator's expression of being qualified by background, training, education and experience to hear and decide this dispute.
2. The parties estimate that the mediation shall most likely take day or half day (check one box) to complete.
3. The parties agree that the mediation will take place at the time and place on page 2.
4. Accordingly, the parties presently agree to deposit a total of \$4,800.00 (full day) or \$2,500.00 (half day) with C2C ADR for the mediator's fee.
5. Payment shall be made by check payable to Coast to Coast ADR five (5) days before mediation commencement.
6. Neither the mediator nor Coast to Coast ADR are liable for any act or omission in connection with the mediation of this matter or in connection with this matter (unless they act fraudulently or intentionally in bad faith).
7. All parties and their attorneys recognize and agree that the mediator's work product and all communications within the mediation are confidential and are not subject to disclosure in any legal or administrative matter except as provided by the law of the jurisdiction wherein the mediation occurs or the case is filed.
8. The parties request that all confidentiality be maintained and to accomplish same they each agree to defend and indemnify the mediator and Coast to Coast ADR in resisting efforts to subpoena or otherwise obtain said materials or testimony.
9. The parties request that all materials provided to the mediator be returned to the party who provided same at the close of mediation.
10. The parties request that all mediator notes be destroyed sixty days after the close of mediation.
11. Each party represents that the principal person with authority to agree to settlement terms on that party's behalf shall be present at all mediation sessions.
12. An insurance claims person with authority shall be present for all cases unless released by agreement of all parties (experience having demonstrated that the success rate of a mediation is directly related to the presence of ALL decision makers particularly insurers).

"Discourage litigation. Persuade your neighbors to compromise whenever you can. Point out to them how the nominal winner is often the real loser—in fees, and expenses, and waste of time. As a peace-maker the lawyer has a superior opportunity of being a good man. There will still be business enough." Abraham Lincoln

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The Location Chosen by the parties for the Mediation is circled below.

San Marcos	100 E San Marcos Blvd #400, San Marcos CA 92069, front desk 760-510-5900
Rancho Bernardo	16870 West Bernardo Drive #400, San Diego CA 92127, front desk 858-674-6600
Mission Valley	4025 Camino Del Rio South #300, San Diego CA 92108, front desk 619-542-7701
Other	

Date and Time Scheduled by the parties for the Mediation is:

Date:

Time:

Parties and Role: _____

Parties and Role: _____

Parties and Role: _____

Parties and Role: _____

Attorney for _____

Attorney for _____

Attorney for _____

Attorney for _____

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