



JURIDICAL SOLUTIONS, PLC
AGREEMENT TO MEDIATE

IN RE: _____

The parties agree to mediate one or more disputes which now exist between them. The Mediation will be conducted by a Senior Professional (“Neutral”) appointed by Juridical Solutions, PLC with the agreement of all parties under the following terms:

1. Mediation is a voluntary process in which parties to a dispute retain the services of a neutral person known as the “Mediator” or the “Neutral” to assist them in determining whether an agreeable resolution can be reached without having to proceed with or resort to litigation.
2. The Mediator does not have authority to make any determination of the issues in the case. He or she works with the parties and their attorneys to explore various options that may enable the parties to resolve the issues between them.
3. The Mediator is not a legal adviser to the parties; nor is the Mediator a decision maker or fact finder. The Mediator is a JS Senior Professional, and member of the bar, with training and experience in resolving complex legal and factual issues. Using that experience, the Mediator works with the parties and their counsel to attempt to develop a mutually agreed resolution of their dispute.
4. The Mediator may meet with the parties and/or their counsel in caucus when the other parties and/or their counsel are not present.
5. In the course of the mediation process, the Mediator may, at the request of the parties, provide an evaluation of the factual and legal issues in the case, which evaluation will be made available for consideration by the parties and their counsel. The parties agree that such an evaluation is not legal advice, and that they will rely solely upon the advice of their attorneys for legal advice.
6. If a draft agreement or any document is prepared by the Mediator at the request of the parties, the parties agree to have the document reviewed by their counsel and to be advised by their counsel as to the validity and/or acceptability of the agreement.

7. It is agreed between the parties who have engaged Juridical Solutions, PLC that neither Juridical Solutions, PLC nor any Mediator supplied by it may be compelled to appear on behalf of any party at any judicial, regulatory or administrative proceeding. Furthermore, it is agreed that:
 - a. neither Juridical Solutions, PLC nor any professionals supplied by it shall be required to preserve any documents it may have received or generated in connection with the mediation process, and
 - b. unless the parties agree in writing to the contrary, the settlement agreement or other agreement reached as a result of the mediation shall not be confidential.

8. All Matters relating to the Mediation, except for a final agreement, shall be confidential except:
 - a. where all parties to the mediation agree, in writing, to waive the confidentiality,
 - b. in a subsequent action between the mediator or mediation program and a party to the mediation for damages arising out of the mediation,
 - c. statements, memoranda, materials and other tangible evidence, otherwise subject to discovery, which were not prepared specifically for use in and actually used in the mediation,
 - d. where a threat to inflict bodily injury is made,
 - e. where communications are intentionally used to plan, attempt to commit, commit a crime, or conceal an ongoing crime,
 - f. where an ethics complaint is made against the Mediator and he or she chooses to take action to defend against such complaint,
 - g. where communications are sought or offered to prove or disprove a claim or complaint of misconduct or malpractice filed against a party's legal representative based on conduct occurring during a mediation,
 - h. where communications are sought or offered to prove or disprove any of the grounds listed in § 8.01-581.26 in a proceeding to vacate a mediated agreement, or,
 - i. as provided by law or rule.

9. Notwithstanding the provisions of paragraph 8, *supra*, in any case where the dispute involves support of the minor children of the parties, financial information used to calculate child support, including information contained in the child support guidelines worksheet, may be disclosed by the parties to a court of competent jurisdiction for the purpose of computing a child support amount pursuant to § 20-108.2.

10. There shall be no stenographic transcript or any audio, video, or digital recording made during the mediation session.

11. After a Mediation has been scheduled by Juridical Solutions, PLC, if the session is canceled by one or more of the parties less than seven (7) business days prior to the

scheduled Mediation, the parties and their counsel will be responsible to pay a cancellation fee equal to four (4) hours of the Mediator's hourly rate as set forth in paragraph 12, *infra*.

12. Juridical Solutions, PLC agrees to appoint Judge _____ (Ret.) as the Mediator in this case. The Mediator's fee is \$ _____ per hour. There will be a four (4) hour minimum charge.
13. The Mediator's hourly rate will be charged for all of the time [excluding one (1) hour of travel time] that is required for the Mediator to perform professional services including, but not limited to, review of parties' submissions prior to the mediation session, mediation sessions, and post mediation negotiations. If travel time is more than one hour, the parties ____ will ____ will not pay _____ % of the mediator's hourly rate for travel time in excess of one hour.
14. Unless agreed otherwise, the mediation or arbitration fee shall be apportioned equally between the parties.
15. When a party is represented by an attorney, the attorney and his or her law firm shall be responsible for paying to Juridical Solutions, PLC the amounts it bills for the services rendered under this Agreement.
16. All invoices for Professional Services shall be due and owing upon presentment.
17. If the Mediation is being conducted pursuant to an Order of Reference from a Federal Court, the Mediation will be governed by Federal Alternative Dispute Resolution Act (20 U.S.C. §651, *et seq.*).
18. If the Mediation involves citizens of different nations, at least one of whom is domiciled outside of the United States, the Mediation shall also be governed by the Model Law adopted by the United Nations' Commission on International Trade Law (UNCITRAL), (approved by the United Nations General Assembly on November 19, 2002 and any amendments or supplements, thereto. If a conflict arises between this Agreement to Mediate and UNCITRAL, this Agreement shall control.
19. All Mediators appointed by Juridical Solutions, PLC will subscribe to the "Standards of Ethics and Professional Responsibility for Certified Mediators" promulgated by the Supreme Court of Virginia.

20. The Mediator, Juridical Solutions, PLC, and its agents and independent contractors shall not be liable to the parties to this Agreement for any act or omission relating to this Mediation.

For the mutual and the valuable consideration of seeking to avoid litigation and the related costs, the parties enter into this Agreement as a binding contract.

Signature of Party

Signature of Party

Printed Name of Party

Printed Name of Party

Date:_____

Date:_____

Signature of Counsel

Signature of Counsel

Printed Name of Counsel for Party

Printed Name of Counsel for Party

Address of Counsel

Address of Counsel

City/State/Zip

City/State/Zip

E-mail Address

E-mail Address

Telephone

Telephone

Date:_____

Date:_____

ACCEPTED:
JURIDICAL SOLUTIONS, PLC

By:_____

Date:_____

