

**FEE MEDIATION SETTLEMENT AGREEMENT**

\_\_\_\_\_ (Petitioner) and \_\_\_\_\_ (Respondent)

**CONTRA COSTA COUNTY BAR ASSOCIATION  
ATTORNEY FEE DISPUTES PROGRAM**

Case No:

**Client:** \_\_\_\_\_ **Attorney:** \_\_\_\_\_

The client and the attorney agree to settle this fee dispute and accept the following terms and conditions:

The following issues are covered by this Mediation Agreement:

The following issues, if any, are not covered by this Mediation Agreement:

**SETTLEMENT**

(1) The parties agree that the arbitration/mediation filing fee of \$\_\_\_\_\_ shall be apportioned as follows:

Client shall pay \$\_\_\_\_\_ and Attorney shall pay \$\_\_\_\_\_ of the mediation filing fee.

(2) Select one:

The parties agree that [Client] [Attorney] \_\_\_\_\_ shall [pay] [refund] \$\_\_\_\_\_ to [Client] [Attorney] \_\_\_\_\_ who shall accept such payment in full settlement of the covered issues as noted above. (In the event payment is to be made by a law firm, an individual attorney, who shall have primary responsibility for making the payment, shall be named.)

OR

Nothing further shall be paid by either attorney or client.

(3) If a lawsuit is pending,

(A) Judgment may be entered immediately based on this agreement.

OR

(B) Judgment may be entered if there is a breach of any terms of the agreement.

Payment will be made as follows (set out date and amount of each payment):

**CONFIDENTIALITY**

The parties understand and agree that the mediation proceedings which took place in this matter are confidential and have been advised of the confidentiality provision under the California Evidence Code §1119:

- 1119. Except as otherwise provided in this chapter:
  - (a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
  - (b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which pursuant to law, testimony can be compelled to be given.
  - (c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

**THIS SETTLEMENT AGREEMENT IS BINDING AND ENFORCEABLE AND, IF NECESSARY FOR ITS ENFORCEMENT, IS ADMISSIBLE IN EVIDENCE OR OTHERWISE SUBJECT TO DISCLOSURE.** The parties herein agree that they have reached a full and final settlement of all disputes between these parties regarding fees or costs. This Settlement Agreement is binding and it contains the material terms of the agreement between the parties and, if necessary for enforcement, shall be exempt from confidentiality. The original of this agreement shall be filed with the Bar Association under whose supervision this mediation was conducted, and for purposes of enforcement a copy of this agreement can be used with the same force and effect as the original. If a lawsuit is pending, this agreement may be enforced under Code of Civil Procedure §664.6. To the extent required to enforce this agreement, pursuant to Evidence Code §1123(a), the parties agree that this Settlement Agreement is exempt from the confidentiality provisions of Evidence Code §1152, et seq. and is admissible in evidence to enforce the settlement.

**DATED:** \_\_\_\_\_ \_\_\_\_\_ **CLIENT**

**DATED:** \_\_\_\_\_ \_\_\_\_\_ **RESPONSIBLE ATTORNEY**

**WITH RESPECT TO ANY ISSUES ON WHICH AGREEMENT HAS NOT BEEN REACHED, THE MEDIATOR SHALL ON A SEPARATE STATEMENT INFORM THE FEE ARBITRATION COMMITTEE SO THAT THE MATTER CAN BE DOCKETED FOR FEE ARBITRATION ON THOSE ISSUES.**