GJ Mediation & Consulting, LLC

Mediation Agreement

By participating in the scheduled mediation, you are agreeing to the following terms:

1. The parties and attorneys/licensed legal paraprofessionals have agreed upon GJ Mediation & Consulting, LLC and Lance Phillip Timbreza, mediator with GJ Mediation & Consulting, to mediate this matter. The parties and attorneys/licensed legal paraprofessionals have engaged GJ Mediation & Consulting to resolve all matters pending in this case unless otherwise indicated. All parties and attorneys/licensed legal paraprofessionals agree to participate in mediation in good faith to reach a resolution of this dispute in good faith.

2. The parties and attorneys/licensed legal paraprofessionals will pay the agreed upon fee of $225.00 per hour for all mediation services. This does not include administrative time, time spent scheduling or rescheduling mediation. It does include pre-mediation preparation, mediation, post-mediation follow-up or finalizing settlement, and travel. The mediation fee is divided equally between the parties. This agreement is not intended to limit a party's ability to argue for allocation of mediation fees as costs before the court.

3. The relevant pleadings, motions, responses or replies and existing orders that are the subject matter of mediation shall be submitted at least 1 day prior to the mediation, **including any mediation order entered by the court**. Any confidential mediation statement or position statement in support shall be submitted at least 1 business day prior to the mediation. Failure to submit these items may result in mediation being cancelled or rescheduled at the mediator's discretion.

4. **Payment is due at the conclusion of mediation.** This may be done by check (in-person mediations), credit card, Apple Pay, Zelle or Venmo **at the conclusion of mediation. Bring your payment method to mediation so that payment may be collected at the conclusion of mediation.**

   If mediation is cancelled less than 72 hours prior to the scheduled mediation session, a cancellation fee of $225.00 per party will be charged together with any time preparing for mediation. This cancellation fee may be waived solely at the mediator's discretion.

   If you receive an invoice for services that were rendered prior to cancellation, or because other payment arrangements were made, the invoice is due upon receipt and payment shall be made as indicated on the invoice. Online payments are made at www.gjmediation.com/payment.

   If payment is not received within 14 days of the date of the invoice, the parties agree that I will inform the presiding judge or magistrate and the parties agree that the judge or magistrate will enter an order requiring payment within 14 days of the court's order.

Attorneys/licensed legal paraprofessionals are jointly and severally responsible for the mediation fees of their client. Any dispute between attorney/licensed legal paraprofessional and client is between them and not the mediator.

Independently, an action for payment of mediation fees may be brought in the Mesa County Court or Mesa County District Court. If such action is necessary, the non-paying party and attorney/licensed legal paraprofessional shall be responsible for GJ Mediation and Consulting's reasonable fees and costs in pursuing such an action.

5. The parties understand that the mediator is not their attorney or legal advisor and is not providing legal advice to any party. The parties understand they have the right to obtain legal or appropriate professional advice and are encouraged to do so on any issue prior to reaching an agreement. To the extent any party may have a right to call the mediator as a witness, that right is hereby waived. The parties and attorneys/licensed legal paraprofessionals may seek the mediator's opinion about certain matters, provided that his opinion shall not be considered legal advice. The parties will not rely upon the mediator for legal advice. The parties understand that the mediator is not responsible for any issue not raised during the course of mediation. The mediator is not responsible for submitting any reports, documents or statements to the court, unless specifically ordered to do so by the Court. The mediator, as a courtesy, will submit a certificate of completion of alternative dispute resolution to the parties (and to the court where the court accepts email filing from the mediator).

6. The parties understand that people who participate in mediation should feel free to communicate about sensitive issues without fear that the mediator could later be called as a witness. Therefore, the parties agree that the discussions held during the mediation shall be confidential and that the mediator shall not be called to testify to facts concerning or relating to the matters raised during mediation. Should the mediator be subpoenaed, the party/attorney/licensed legal paraprofessional who issued the subpoena shall be responsible for the mediator's attorney fees for any effort to quash the subpoena. The parties agree and understand that those matters agreed upon by the parties during mediation are those matters reduced to writing and signed by the parties. The parties agree that they shall not subpoena the mediator or the mediator's documents concerning the mediation; as such, the mediator may destroy all materials immediately after the mediation session. The parties agree, however, that the mediator is not required to maintain confidentiality if he has reason to believe that any person may be in need of protection or if a person is in danger of bodily harm.

7. The parties agree that this mediation agreement is between GJ Mediation & Consulting, LLC and Lance Phillip Timbreza on one side and the litigants and their attorneys/licensed legal paraprofessionals. The parties waive any claims against GJ Mediation & Consulting, LLC and Lance Phillip Timbreza and agree that they shall not file any court action against GJ Mediation & Consulting, LLC and Lance Phillip Timbreza and shall not seek damages, fees or costs against GJ Mediation & Consulting, LLC and Lance Phillip Timbreza. Should any party file an action against GJ Mediation & Consulting, LLC and Lance Phillip Timbreza, the filing party shall pay the reasonable costs and attorney fees of GJ Mediation & Consulting, LLC and Lance Phillip Timbreza.

8. This agreement shall be governed by the laws of the State of Colorado and shall be subject to the laws of the State of Colorado. Venue for any dispute arising under this agreement shall be in the Mesa County District Court.

Additional Terms for Pro Se Parties (Unrepresented Parties)

9. In addition to the terms above, if you are not represented, a confirmation form will be emailed to you to complete the following:

   - **Participation:** Within 24 hours, **confirm** you intend to participate in mediation.
   - **Fees and Payment:** Within 24 hours, **confirm** you are aware that fees for mediation are $225.00 per hour, divided evenly between the parties, and are due at the conclusion of mediation. The form will request that you provide payment information. *Bring your payment method to mediation so that payment may be collected at the conclusion of mediation or the method submitted on the form will be utilized.*
   - **Mediation Agreement/Terms:** Within 24 hours, **confirm** you have reviewed the mediation terms/agreement and that you have **read and agree** to the terms.

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