



“The mediator’s statements do not constitute legal advice to any party. Accordingly, parties are strongly encouraged to seek legal advice from their own counsel. If the mediator assists in preparing a written settlement agreement, each party should have the agreement independently reviewed by their own counsel before signing it.”

Case:

Date:

Mediation Sign in and Consent to Mediator and Confidentiality Agreement

Every person signing this document has agreed to be bound by the terms of the mediator and confidentiality agreement that has been sent to that person's counsel, any questions should be directed to that counsel for advice before signing below.

Name	Party	Role (Principal, Insurer, Attorney)
------	-------	--

[illegible]

MEDIATION AND CONFIDENTIALITY AGREEMENT TERMS

Each person by signing the “Sign in and Consent to Mediation and Confidentiality Agreement” in this matter has agreed:

- (1) Gary D. McCallister has been selected to serve as a neutral mediator by all parties.
- (2) The signers agree that the mediator shall not be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the mediation, except to the extent such disclosure may be necessary to enforce a settlement agreement if a settlement agreement is reached among the parties as a result of the mediation process.
- (3) The parties further agree that the mediation proceedings shall be regarded as settlement negotiations. Any communication relating to the subject matter of the dispute made during the resolution process by any participant or the mediator or any other person present at the dispute resolution proceedings shall be regarded as a confidential communication. No admission, representation, statement or other confidential communication made in setting up or conducting the mediation not otherwise discoverable or obtainable shall be admissible as evidence or subject to discovery in accordance with either K.S.A. 60-452a or Rule 408, Fed. R. Evid. or the comparable evidentiary or discovery rules of the jurisdiction where the case is pending.
- (4) It is understood by all parties that Mr. McCallister’s role is as a neutral intermediary and that he cannot and will not act as an advocate for either party. In the event mediator’s minutes are prepared at the end of the mediation, each participant will have those minutes independently reviewed by the participants’ counsel before the execution of the approval of the minutes and are not relying upon the legal advice of Mr. McCallister for such action.

The minute sheet reflects our agreement
(Circle one)

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

_____ client or attorney for _____

Mediation Minute Sheet

- 1) Each party or representative has had these minutes independently reviewed by their own counsel before signing, and**
- 2) The party recognizes that this agreement can be offered as evidence of an enforceable agreement until superseded by a more formal document.**

Counsels' signature acknowledges these facts.

The mediation of as a result the following agreements were reached:

Mediation Summary

Name:

Date:

1. Party Lawyer Phone
- a.
- b.
- c.
- d.
- e.
2. Result Y/N
- a. Settled at Mediation _____ Amount _____
- b. Settled after Mediation _____
- c. Did not settle _____
- Why:
3. Type
- a. Contract
- Construction _____ Business Partnership _____
- Employment _____ Other _____
- b. Tort
- Auto _____
- Medical _____
- Nursing Home _____
- Product _____
- Premises _____
- c. Other:
4. Parties Final Position (expected real Position)

6. Follow up notes:

MEDIATION BILLING

Name:

Date of Mediation:

Type of case:

Attorneys to bill:

Percent/Decimal _____

Scheduling mediation; Request for submissions;

- ☐ Review of submissions _____
- ☐ Request for additional materials _____
- ☐ Review of follow-up materials _____
- ☐ _____ Emails
- ☐ _____ Telephone conferences with counsel
- ☐ Research
- ☐ Preparation for mediation
- ☐ Mediation (in office) (_____)
- ☐ Follow-up post mediation
- ☐ Other: _____

TOTAL TIME _____ RATE _____ = _____

EXPENSES:

- ☐ Miles _____ X 50¢ = _____
- ☐ Turnpike _____
- ☐ Hotel _____
- ☐ Other _____

TOTAL TIME AND EXPENSES _____