

**AGREEMENT TO MEDIATE**RE: **Case Caption**

IT IS HEREBY AGREED by and among the parties and the mediator that all listed issues will be the subject of a structured mediation, in an effort to reach a mutually agreeable resolution, presided over by Gabriel D. Johnson, in accordance with the following conditions.

1. The parties agree to make a good faith attempt to settle this dispute through mediation and agree to open, candid and complete discussion in their efforts to mediate and resolve their disputes.
2. The parties agree to Gabriel D. Johnson to act as mediator.
3. Gabriel D. Johnson is the owner of the Johnson Resolve. He is a Qualified Neutral under Rule 114 of the General Rules of Practice. He is a 2005 graduate of California Western School of Law and has been practicing law since. He is a licensed attorney in the State of Minnesota and has represented both injured workers and employers/insurers in workers' compensation cases. He has also represented parties, both plaintiffs and defendants, in civil litigation cases including employment law disputes, real estate disputes, personal injury matters, and general civil cases.
4. The parties agree that Gabriel D. Johnson's mediation fees are as follows:
  - \$300/hour for preparation, travel, communication, and mediation services.
  - Travel time to an office in the Twin Cities is billed from St. Paul. Travel time to an office in northern Minnesota is billed from Duluth. Gabriel D. Johnson will minimize his travel time to the extent possible to minimize fees.
5. The parties agree during the mediation process, the allocation of the mediation fees may be discussed as an issue in the negotiations.
6. The parties agree that the mediator will have complete discretion to determine the nature of the participation of the respective parties' counsel, and accordingly, will have the right to request sessions with just the principles or with just the attorneys present. The mediator agrees not to meet privately with any party unless it is first agreed to by all participants in the mediation process.

7. The parties acknowledge that this mediation is being conducted according to the terms of Minnesota Statutes Section 595.02 which protect the privacy of the mediation process and therefore, any information, writings or disclosures, not otherwise discoverable, made during these mediation proceedings shall not be admissible in any subsequent proceedings.
8. The parties agree that should the mediation terminate, none of the parties will disclose the reasons for the termination.
9. All parties agree that the mediator may not be called as a witness to participate in any future legal proceeding concerning this dispute.
10. The parties acknowledge that the mediator does not represent any party and does not act as an attorney for any party.
11. No written or electronic recording or transcript of the mediation shall be kept.
12. Any party or the mediator shall have the right to terminate this mediation at any time for any reason by providing notice to the mediator and all parties and their counsel.

Dated:

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(Mediator)