

DIVORCE MEDIATION OF CALIFORNIA, LLC

230 Newport Center Drive, Suite 210

Newport Beach, CA 92660

T. (949) 333-9412

F. (949) 791-4301

We, HELEN SU IRVING-YAN and KELVIN YAN hereby retain Divorce Mediation of California, LLC to act as Mediator between us regarding the pending issues in OCSC Case No. 21D003196.

We understand and agree to the following:

1. PURPOSE OF MEDIATION:

We understand that the purpose of mediation is to develop a satisfactory and amicable agreement without litigation. We understand that mediation is not therapy or marriage counseling. We understand the Mediator's role is to help the clients identify areas of agreement and disagreement, facilitate communication, help clients explore options, provide legal information and advise clients as to the possible results of litigation. If requested, the Mediator will draft the written pleadings and court orders when an agreement has been reached. If requested by the parties' counsel to prepare a Memorandum of Understanding at the conclusion of the mediation session when an agreement is made, said request must be made in writing prior to the mediation session.

2. NEUTRALITY OF MEDIATOR:

We understand that the mediator will remain neutral in all contacts with either party and that she will not advocate any interest of either party over the other. The Mediation process is designed to be fully transparent. The parties agree and understand that all communications outside mediation sessions shall be shared with both parties.

WE FURTHER UNDERSTAND THAT THE MEDIATOR IS NOT EMPLOYED AS AN ATTORNEY TO REPRESENT EITHER PARTY.

We agree that the mediator will only mediate between us, and, therefore, will never represent either of us as an attorney of record or in any adversary capacity in any legal proceeding in the future regarding our dissolution.

3. CONFIDENTIALITY:

We agree that we will not require the mediator to disclose to any third party any information received or statements made during the mediation process without the consent of both of us. We understand that the mediator will not voluntarily disclose any information she receives to any other third party without our consent. However, we understand that in the event information is disclosed by either party or the minor child(ren) which leads the mediator to reasonably believe that an incident of child abuse has occurred such information must be reported by the mediator in accordance with the guidelines set forth in California Penal Code section 11165, et seq. We further agree that the mediator shall not be asked to testify in any court proceedings between us. We agree that the mediation will be conducted under the rules of Evidence Code Section 1115-1128.

4. WITHDRAWING FROM MEDIATION:

We understand that either party or the mediator, upon written notice, may withdraw from mediation at any time.

However, once a formal settlement agreement is signed by both of us, we understand that it shall be contractually binding and may be submitted to the court, if applicable, filing.

5. FEES AND COSTS:

The Parties will be charged an hourly rate of \$450.00 per hour for the Mediator's time, which includes but is not limited to: conducting mediation sessions, drafting pleadings, correspondence, emails, conference, etc. A retainer payment of \$3,600.00 shall be paid for the anticipated mediator time. The parties will pay separately the Clerk of the Court's filing and e-filing fees once determined. The retainer is an advance deposit, but not necessarily the total amount incurred. The billable time will be billed as stated herein, and may go above or below the

retainer amount. Any unused retainer funds will be refunded. Any amount owing beyond the exhaustion of the retainer will be billed to the clients in a separate billing invoice.

Dated: _____

LISA K. RISNER, ESQ., CFLS



[Kelvin Yan \(Jul 8, 2026 15:26:20 PDT\)](#)

HELEN SU IRVING-YAN

KELVIN YAN

Divorce Mediation of California

Lisa K. Risner, J.D.
Certified Family Law Specialist
State Bar of California
Board of Legal Specialization

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Mediation Disclosure Notification & Acknowledgment

To promote communication in mediation, California law generally makes mediation a confidential process. California's mediation confidentiality laws are laid out in Sections 703.5 and 1115 to 1129, inclusive of the Evidence Code. Those laws establish the confidentiality of mediation and limit the disclosure, admissibility, and a court's consideration of communications, writings, and conduct in connection with a mediation. In general, those laws mean the following:

- All communications, negotiations, or settlement offers in the course of mediation must remain confidential.
- Statements made and writings prepared in connection with a mediation are not admissible or subject to discovery or compelled disclosure in noncriminal proceedings.
- A mediator's report, opinion, recommendation, or finding about what occurred in a mediation may not be submitted to or considered by a court or another adjudicative body.
- A mediator cannot testify in any subsequent civil proceeding about any communication or conduct occurring at, or in connection with, a mediation.

This means that all communications between you and your attorney made in preparation for a mediation, or during a mediation, are confidential and cannot be disclosed or used (except in extremely limited circumstances), even if you later decide to sue your attorney for malpractice because of something that happens during the mediation.

I, Kelvin yan [Name of Client], understand that, unless all participants agree otherwise, no oral or written communication made during a mediation, or in preparation for a mediation, including communications between me and my attorney, can be used as evidence in any subsequent noncriminal legal action including an action against my attorney for malpractice or an ethical violation.

NOTE: This disclosure and signed acknowledgment does not limit your attorney's potential liability to you for personal malpractice, or prevent you from (1) reporting any professional misconduct by your attorney to the State Bar of California or (2) cooperating with any disciplinary investigation or criminal prosecution of your attorney.

Date: Jul 8, 2026



Kelvin Yan (Jul 8, 2026 15:26:20 PDT)

Client

Date: _____

Attorney

Yan, Kelvin - Mediation Retainer.REV

Final Audit Report

2026-07-08

Created:	2026-06-29
By:	Divorce Mediation of California (lisa@divorcemediationca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgVR58G2e1mexgoBDpznzEA-1p3xWKrR3I

"Yan, Kelvin - Mediation Retainer.REV" History



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2026-06-29 - 6:06:46 PM GMT



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2026-06-29 - 6:06:50 PM GMT



Email viewed by Kelvin Yan (kyan@kanex.com)

2026-07-08 - 10:25:46 PM GMT



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2026-07-08 - 10:26:20 PM GMT



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