

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

HELEN SU IRVING-YAN

KELVIN YAN