



# Demand for Mediation (Form DM)

**NOTICE PROVIDED TO:**

Date:

(Name(s))

(Address)

(City, State, Zip)

**RE: DEMAND FOR MEDIATION**

(Address of property that is the subject matter of the demand for mediation)

1. Under paragraph 22A of the California Association of REALTORS® California Residential Purchase Agreement and Joint Escrow Instructions (C.A.R. Form RPA-CA) (or  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Agreement”),  
dated, \_\_\_\_\_, Buyer and Seller agreed to mediate any dispute  
or claim arising out of the Agreement.
2. This letter is to inform you that mediation is demanded as required under the Agreement. We have  
elected to mediate at the Orange County REALTORS® Mediation Center. Full details, including a list  
of mediators and fee schedule is available at: [www.ocar.org/mediation-center](http://www.ocar.org/mediation-center).
3. The following mediators are proposed for the mediation of this dispute:  
\_\_\_\_\_;  
however, you are invited to propose your own recommendations as well.
4. Please confirm your agreement to mediate your dispute at the Orange County REALTORS®  
Consumer Mediation Center on or before 5:00 p.m. (or  \_\_\_\_\_) on  
\_\_\_\_\_ (date) to the Contact Party listed below.
5. A failure to timely respond to this demand may be interpreted as a refusal to mediate. Also, accord-  
ing to the Agreement, if any party “refuses to mediate after a request has been made, then that  
party shall not be entitled to recover attorney fees, even if they would otherwise be available to the  
party in any such action.”
6. Mediation is hereby demanded to resolve the following dispute(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Demand for Mediation (Form DM)

7. Contact Party: (Check all acceptable methods of contact)

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_  (Fax) \_\_\_\_\_

(E-mail) \_\_\_\_\_

8. This demand is made with a reservation of all rights and remedies under the Agreement and shall not be construed as a release or waiver of any such right or remedy. A refusal to respond to this demand for mediation may force the undersigned to seek legal representation to enforce the terms and obligations of the Agreement.

Sincerely,

\_\_\_\_\_  
(Signature of Party Demanding Mediation)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature of Party Demanding Mediation)

\_\_\_\_\_  
(Print Name)

CC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Request for Mediation

As an alternative to arbitration, the Association has available mediation. Mediation is a dispute resolution process whereby a mediator works with you and the other parties to facilitate a mutually acceptable resolution of your dispute. In comparison to arbitration, mediation is usually less adversarial and less formal and the parties are more directly involved in the decision making process to resolve their dispute. As a general policy, the Association promotes mediation and strongly encourages you to consider using mediation.

While the Association promotes mediation, please be advised of the following. If you are the complainant in the dispute, you still need to file an arbitration complaint with the Association to preserve your right to arbitration. Also, mediation is a voluntary process and a mediation conference can only be scheduled for those parties who agree to mediation. If any party to your dispute does not agree to mediation, arbitration will be necessary to resolve the dispute as it pertains to you and those parties. Finally, if you are unable to reach a mutually acceptable resolution of the dispute through mediation, an arbitration hearing will have to be scheduled.

If you agree to use mediation, please provide the information requested below. If all other parties agree to mediation, we will notify you and schedule a mediation conference as appropriate. Thank you.

I agree to mediation in accordance with the Association’s mediation guidelines and procedures with the following parties\*:

1. <i>(Print/Type Name)</i>	2. <i>(Print/Type Name)</i>
3. <i>(Print/Type Name)</i>	4. <i>(Print/Type Name)</i>

I will not be available for a mediation conference on the following dates:

\_\_\_\_\_  
*(Print/Type Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

Please return to:  
 ORANGE COUNTY REALTORS®  
 Attn: Cece Robles, 25552 La Paz Road, Laguna Hills, CA 92653 || (949) 586-6800 ext. 120

\* Use additional sheets if necessary.



# Notice of Mediation Conference

**CASE NO:** \_\_\_\_\_,

\_\_\_\_\_  
*Complainant(s)* vs. \_\_\_\_\_  
*Respondent(s)*

\_\_\_\_\_  
*Complainant(s)* vs. \_\_\_\_\_  
*Respondent(s)*

**TO ALL PARTIES:**

Please be advised that the above referenced matter is scheduled for mediation on

\_\_\_\_\_, at \_\_\_\_\_m.,

at the Orange County REALTORS® located at 25552 La Paz Road in the  
City of Laguna Hills before \_\_\_\_\_, Mediator.

If any party fails to attend the above scheduled mediation conference or this dispute is not mutually resolved, an arbitration hearing will be scheduled in accordance with the rules and procedures used by the Association for arbitration.

Each party shall be responsible for the attendance of his or her witnesses at the hearing.

If you have any questions regarding this matter, please contact Cece Robles at the Orange County REALTORS®, 25552 La Paz Road, Laguna Hills, CA 92653, (949) 586-6800 ext. 120.

Date: \_\_\_\_\_

Cece Robles  
Director, Professional Standards



# Mediation Confidentiality Agreement

In order to preserve the confidentiality of this mediation, the parties agree that the provisions of the California Evidence Code sections 1119 and 1121 apply to this mediation. The text of these sections are reprinted as follows:

**“Evidence Code Section 1119. Written or oral communications during mediation process; admissibility.**

Except as otherwise provided in this chapter:

- (a) No evidence of anything said or of any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to a mediation or mediation consultation, is admissible in evidence or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or mediation consultation shall remain confidential.”

**“Evidence Code Section 1121. Mediator’s reports and findings.**

Neither a mediator nor anyone else may submit to a court or other adjudicative body, and a court or other adjudicative body may not consider, any report, assessment, evaluation, recommendation, or finding of any kind by the mediator concerning a mediation conducted by the mediator, other than a report that is mandated by court rule or other law and that states only whether an agreement was reached, unless all parties to the mediation expressly agree otherwise in writing, or orally in accordance with Section 1118.”

The parties also agree that the above provisions apply to any arbitration or ethics hearing before any association of REALTORS® or the California Association of REALTORS®.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Complainant - Print/Type Name)

\_\_\_\_\_  
(Respondent(s) - Print/Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Complainant - Print/Type Name)

\_\_\_\_\_  
(Respondent(s) - Print/Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)



# Mediation Agreement and Stipulated Arbitration Award

This Agreement is entered into by and between the parties listed below with reference to the following facts:

A. The names and addresses of the parties to this Agreement are as follows (attach separate pages if necessary):

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

B. A dispute arose out of the real estate business between the above named parties.

C. On \_\_\_\_\_, the parties attended a mediation conference for the purpose of settling any and all claims regarding said dispute.

Now, therefore, in consideration of the mutual promises and conditions set forth herein and intending to be bound thereby, the parties agree as follows:

1. \_\_\_\_\_ agrees to pay \_\_\_\_\_ the total sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) as full and final settlement of their dispute. Payment will be made according to the following schedule:

\_\_\_\_\_

2. \_\_\_\_\_ agrees to accept the total sum indicated in paragraph 1 as the full and final settlement of any and all claims against \_\_\_\_\_.

\_\_\_\_\_

Upon receipt of full payment of this sum \_\_\_\_\_ agrees to withdraw and dismiss the Association Arbitration Case # \_\_\_\_\_ filed against \_\_\_\_\_ at the Orange County REALTORS®.

Revised 01/04/19



# Mediation Agreement and Stipulated Arbitration Award

- 3. Other \_\_\_\_\_ .
- 4. The parties agree that this Agreement is admissible and subject to disclosure in any court proceeding to enforce the full performance of this agreement. The parties also hereby stipulate that this Agreement is a binding agreement and is a stipulated arbitration award and shall be construed as a binding arbitration award under Part 3, Title 9 of the California Code of Civil Procedure.
- 5. In the event it is necessary for any party to obtain judicial confirmation and enforcement of the Agreement and award, the party obtaining such confirmation shall be entitled to recover costs and reasonable attorneys' fees incurred from any party not complying with this Agreement and award.
- 6. The parties acknowledge that this Agreement is intended to be a full and final settlement of a disputed claim, and is not an admission of liability.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

_____	_____
<i>(Complainant - Signature)</i>	<i>(Complainant - Signature)</i>
_____	_____
<i>(Complainant - Signature)</i>	<i>(Complainant - Signature)</i>

The undersigned, as Mediator of the Orange County REALTORS®, do attest that I was present during the mediation process and that the above resolution agreement was voluntarily entered into by the parties to the dispute.

Dated: \_\_\_\_\_

By: \_\_\_\_\_, MEDIATOR  
*(Signature)*

\_\_\_\_\_  
*(Type/Print Name)*

Revised 01/04/19



## Outline of Procedure for Mediation Hearing

### TO THE PARTIES AND THEIR REPRESENTATIVES:

In accordance with the rules and procedures used by the Association for mediation conferences, a Mediator has been selected for the conference. The Mediator is responsible for conducting the mediation and maintaining its proper decorum. The Mediator can prescribe any procedures for the mediation that are consistent with the Association's rules and procedures for disciplinary matters.

If the parties have objections or suggestions regarding the procedure to be used for the mediation conference, they should be made at the commencement of the mediation and the Mediator will rule thereon. Otherwise, the general mediation conference procedures will be as follows:

1. Each party will be given the opportunity to make an opening statement. If the respondent wishes to wait until the conclusion of the complainant's evidence, that will be permitted.
2. Prior to giving testimony, all parties and witnesses will be sworn in by the Mediator.
3. All parties may present any documents, evidence, or give such testimony they believe is relevant and applicable to the matter being heard. Any objections regarding relevance or appropriateness will be determined by the Mediator.
4. No testimony will be allowed relating to the character or general reputation of anyone, unless such testimony has a direct bearing on the matter being heard.
5. At the conclusion of a party's witness testifying, the other parties will be given an opportunity to cross-examine the witness.
6. Witnesses, except for those with a vested financial interest in the outcome of the matter, may be present only during the mediation while testifying and will be excused from the mediation room after giving testimony.
7. Members of the mediation may question the parties and their witnesses at any time during the mediation.
8. Upon completion of the presentation of evidence and testimony, each party will be given an opportunity to make a closing statement. Usually, the complainant will be first followed by the respondent.
9. The mediation and decision is confidential. All parties to the mediation are obligated to maintain and protect this confidentiality.

The foregoing is not intended to prevent other procedures being used for the mediation that are otherwise consistent with the Association's rules and procedures and acceptable to the Mediator.

All parties are reminded that the mediation is not bound by formal rules of evidence as may be applied in a court of law. As such, the Mediator has broad discretion regarding the evidence and testimony he/she will allow to be presented. The primary goal of the mediation is to hear all relevant facts and circumstances regarding the matter in order to make a decision that is acceptable to all parties.



# Administrative Processing Checklist Mediation

CASE NO: \_\_\_\_\_,

\_\_\_\_\_ vs. \_\_\_\_\_  
*Complainant(s)* *Respondent(s)*

**DATE**

**ACTION**

\_\_\_\_\_

Arbitration complaint received and date stamped. The Executive Officer will advise all parties of their obligations and options to participate in mediation.

\_\_\_\_\_

If the parties wish to proceed with mediation, **send to Complainant:** Request for Mediation (M-1).

\_\_\_\_\_

Upon receipt of completed forms from Complainant, **send to Respondent:** Letter re Notice of Mediation Request with copy of Complaint and Request for Mediation (M-1) and Blank Request to Mediate (M-1). (Set time frame for completed Request to be returned.)

\_\_\_\_\_

Upon receipt of **all** completed forms from Complainant and Respondent, assign a Mediator. **Send to both Complainant and Respondent:** Notice of Mediation Conference (M-2) and Outline Procedure for Mediation Hearing (M-8). (Adequate prior notice should be given to the parties for scheduling mediation conferences—ten (10) days suggested.)

\_\_\_\_\_

For hearing, prepare Mediation Confidentiality Agreement (M-3) and Mediation Agreement and Stipulated Arbitration Award (M-4).

\_\_\_\_\_

**If the mediation conference DOES NOT successfully resolve the dispute:** If the parties are unable to resolve their dispute, the Mediation Officer may make the determination that the parties have reached an impasse, and may recommend an equitable solution. The recommendation for resolution can be oral or in writing, and may be provided to both parties at the conclusion of the mediation procedure. (Set time frame for response from parties – not to exceed forty-eight (48) hours.)

Any party who does not respond to the Mediation Officer within seventy-two (72) hours will be considered to have rejected the suggested solution.

Mediation Officer should advise the Board that the mediation conference has been terminated without resolution of the dispute.

\_\_\_\_\_

Request for Arbitration (Complaint) will be forwarded to the Board's Grievance Committee for review.

Revised 01/04/19



# Mediation Fee Schedule

## COSTS AND FEES

Orange County REALTORS® Members are entitled to a Free First hour of Mediation. Billing increment is one hour, there will not be any partial hour billing.

Under \$5,000 in dispute.....	\$250.00 per party - per hour
\$5,000 - \$25,000 in dispute.....	\$300.00 per party - per hour
\$25,000 - \$50,000 in dispute.....	\$500.00 per party - per hour
\$50,000 - \$100,000 in dispute.....	\$600.00 per party - per hour
Over \$100,000.....	Subject to assessment by Mediation personnel

- Administration Costs.** There are no administrative fees unless there is a need for extraordinary out-of-pocket expenses such as the cost of messenger services and Federal Express, or extraordinary long distance telephone, travel and other charges, for which parties will be separately charged.
- No Fees for Preparation.** In general, OC REALTORS® mediators agree to provide travel time, brief review and preparation time on a pro bono basis (without charge). For complex disputes or disputes that require extensive review of documents in advance of the mediation, preparation fees may apply and in such case you will be notified by your mediator prior to scheduling the mediation.
- Retainer.** Each Mediation Request requires a minimum retainer per party equal to (2) two hours at the time the Agreement to Mediate is signed. Hour(s) due will be deducted from retainer, any unused hours will be refunded and any additional hour will be expected to be paid at the end of the mediation. If the case settles or is withdrawn after the Agreement to Mediate has been signed, Orange County REALTORS® will retain a \$100 fee per party from retainer.
- Continuance Fees:** Any party requesting to have a mediation rescheduled will be assessed a fee of:
  - 1<sup>st</sup> Reschedule .....\$100.00
  - 2<sup>nd</sup> Reschedule .....\$200.00
  - 3<sup>rd</sup> Reschedule..... \$350.00

The OC Real Estate Mediation Center reserves the right to reject a mediation request.



## Mediation Procedures

- a. The purpose of mediation is to assist members of the Board and the public to settle disputes swiftly and informally.
- b. If the parties do not settle their dispute at the mediation conference, they shall maintain their right to an arbitration hearing under the rules of the Board, Code of Ethics and Arbitration Manual.
- c. If the parties wish for the mediation session to remain confidential, they must agree in writing. This will ensure that mediators involved in the sessions will not be required to testify or appear in subsequent ethics or arbitration hearings or lawsuits involving the same dispute.
- d. Upon receipt by the Board of a request for arbitration, the Board shall advise the parties of the voluntary mediation process. Each party seeking mediation shall submit a completed arbitration application or response and a copy of the documents shall be given to each party. The Board may also process a mediation request even if no party has filed for arbitration in which case it is not necessary for an arbitration application or response. However, if no arbitration application is filed, the parties will still put a description of their dispute and relevant facts in writing for the benefit of the mediators. All parties will be given copies of these descriptions.
- e. Any party may elect to bypass the mediation conference in which case the matter will be scheduled for an arbitration hearing. If some but not all parties agree to mediation, the parties may agree to mediate with the consenting parties and proceed to arbitrate with the remaining parties.
- f. If the parties elect to submit the dispute to a mediation conference, the Board shall forward copies of the complaint and response (or description) with supporting documentation to the mediator. The Board will select a mediator and set a date and place for the mediation conference.
- g. Once a date for the conference has been determined, there shall be no postponement except at the discretion of the mediator. If any party fails to appear, an arbitration hearing shall be scheduled to hear the dispute between the appropriate parties.
- h. If the parties come to an agreement, they shall execute a Mediation Agreement and Stipulated Arbitration Award or other written agreement reflecting their settlement. The mediator shall forward the form or agreement to the Board.

If the mediation agreement so provides, the Board will cancel any arbitration filed and refund the arbitration filing fees according to the usual procedures. If the parties do not resolve the dispute, the mediator shall advise the Board that mediation was not successful and the Board shall proceed to schedule an arbitration hearing.

- i. By electing mediation, the parties can avoid arbitration where they will have no control over the decision.



# Mediation Process Overview

## MEDIATION PROCESS OVERVIEW

- Ten days prior to the mediation session, parties receive a letter explaining the mediation process and logistical issues,
- Parties agree to mediate,
- Mediator is selected or appointed by random rotation, mutual request, or objection to a proposed mediator,
- Arrangements are made via letter or telephone,
- Pre-mediation concerns are addressed.
  
- Date and time are typically scheduled at the convenience of the parties within 30 days of the request for mediation or 30 days following the grievance committee's determination of arbitrability.
  
- Witness and/or attorneys may attend, but this is not necessary because the process is non-adversarial; it does not invoke findings of fact.
- Information is exchanged.
- Parties need not prepare exhibits or extensive documentation. If a document will clarify an issue it may be used, but parties are reminded that mediation is not a fact-finding conference.

## MEDIATION CONFERENCE

- Mediator's opening statement/questions—explain process/rules/goals, including voluntary nature of participation, neutrality, and confidentiality.
- Parties' initial statements and questions—geared toward understanding different perspectives and venting.
- Identification of issues
- Create agenda
- Cross-talk—parties respond to each other and explain/explore information, needs, and feelings.
- Caucus (private meeting)—mediator may meet privately with the parties to clarify needs and explore options for resolution and proposals.
- Building and agreement—with the mediator's assistance, parties explore and refine workable solutions.
- Conclusion—agreement is reached/signed before leaving mediation, or all agree that no further progress can be made, in which case parties are free to pursue arbitration.



# Mediation Summary Form

*Date confirmed by C.A.R.:*

*Date initial package sent to parties:*

**DEADLINE for Receipt of FEES & Worksheets (add to calendar):** \_\_\_\_\_

**FILING PARTY:**

*(Name(s))* \_\_\_\_\_

*(Address)* \_\_\_\_\_

\_\_\_\_\_

*(Phone(s))* \_\_\_\_\_

*(Email)* \_\_\_\_\_

**RESPONDING PARTY:**

*(Name(s))* \_\_\_\_\_

*(Address)* \_\_\_\_\_

\_\_\_\_\_

*(Phone(s))* \_\_\_\_\_

*(Email)* \_\_\_\_\_

*Date check received from Filing Party:*

*Date check received from Responding Party:*



# Mediation Training Agreement

This agreement is made effective as of \_\_\_\_\_, by and between Orange County Realtors®, 25552 La Paz Road, Laguna Hills, CA, and

\_\_\_\_\_  
*(Name of Participant)*

Participant hereby commits to preside over a maximum of 12 mediation hearings, (one per month). Participant will be given advance notification of mediation dates and all efforts will be made to accommodate Participant’s availability. Should Participant fail to cooperate in scheduling a mediation date, refusing to schedule a mediation date, or failing to appear, after three such occasions, Participant shall be removed from the panel of Orange County REALTORS® Designated Mediators.

In addition, the Participant shall reimburse the Association for all expenses incurred to provide Mediation training. These expenses include mediation training fees, hotel accommodations, travel expenses, meals and any other related costs.

Participant has read and accepts the above terms.

\_\_\_\_\_  
*(Participant Signature)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
Dave Stefanides  
Chief Executive Officer

\_\_\_\_\_  
*(Date)*



# Mediation Worksheet

Filing Party:

Responding Party:

Retainer: \$

Please submit your check in this amount by:

payable to: Orange County REALTORS®

### SCHEDULE FOR MEDIATION:

Please list any dates from \_\_\_\_\_ when you are NOT AVAILABLE:

\_\_\_\_\_  
\_\_\_\_\_

Preferred City or location: \_\_\_\_\_

Please provide any initial details of your mediation issue that you feel are important to this case. (You will have an opportunity to submit additional supportive information to your Mediator both prior to and during the mediation session/s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return this completed form with your deposit retainer/check and any supplemental information you wish to provide to you Mediator at the above address.

NOTE: Additional fees may be incurred at the fee scheduled hourly rate per party after the first two hours of mediation

\_\_\_\_\_  
(Filing Party Signature)

\_\_\_\_\_  
(Date)



# Mediation Statement of Disclosure

To: Buyer/Tenant/Other: \_\_\_\_\_

To: Seller/Landlord/Other: \_\_\_\_\_

RE: Property Address: \_\_\_\_\_

- I. I have been assigned to serve as the mediator in this matter and I confirm that none of the following factors preclude me from serving as mediator, unless otherwise set forth below:
  - 1. I do not have any personal knowledge regarding the facts disputed in this matter.
  - 2. I do not have a present personal or professional relationship with any participant to the mediation.
  - 3. I have not served as a mediator for any participant to the mediation within the past year.
  - 4. I do not have a financial interest in the outcome of this dispute.
  - 5. I am not involved in the practice of law with any legal counsel hereto, if any.

II. Explanation of potential conflicts with any participant or counsel, for this or any prior matter  
*(Name of party or counsel, status and nature of matter, any other factors that may impact impartiality)*

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\_\_\_\_\_  
*(Mediator)*

\_\_\_\_\_  
*(Mediator Signature)*

\_\_\_\_\_  
*(Date)*



# Notice of Refusal to Mediate

This Notice indicated that \_\_\_\_\_

Declined to enter into mediation for an

I agree to mediation in accordance with the Association's mediation guidelines and procedures with the following parties\*:

1. *(Print/Type Name)*

2. *(Print/Type Name)*

3. *(Print/Type Name)*

4. *(Print/Type Name)*

I will not be available for a mediation conference on the following dates:

\_\_\_\_\_  
*(Print/Type Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

Please return to:  
ORANGE COUNTY REALTORS®  
Attn:Cece Robles, 25552 La Paz Road, Laguna Hills, CA 92653 || (949) 586-6800 ext. 120

\* Use additional sheets if necessary.



# Request to Mediate (Form RM)

Address of the property that is the subject of the dispute:

## I. PARTY REQUESTING MEDIATION

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (home/office): \_\_\_\_\_

Phone (cell): \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

In the disputed transaction I am the:

- Buyer
- Seller
- Broker
- Salesperson
- Other \_\_\_\_\_

Will you be represented by legal counsel at the mediation?  Yes  No

If yes please provide the following:

Counsel name: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Do you have authority to enter into and sign a binding written agreement to settle this dispute?  Yes  No

Comments: \_\_\_\_\_

Please list any dates you WILL NOT be available for a mediation conference during the 60-day period from the date of this request. Please plan to reserve the entire day for the mediation.

\_\_\_\_\_  
\_\_\_\_\_



# Request to Mediate (Form RM)

## II. SELECTION OF MEDIATOR

First choice: \_\_\_\_\_ Second choice: \_\_\_\_\_

Check here if you would like the Center to assign a mediator on your behalf.

Has the Other Party agreed to your proposed mediator(s)?  Yes  No

Comments: \_\_\_\_\_

## III. DISPUTE SUMMARY

Amount of money involved in the dispute: \$ \_\_\_\_\_

Other requested remedy: \_\_\_\_\_

Please provide a brief description of the dispute below. A short description of the dispute is all that is needed now (e.g., deposit dispute, failure to disclose a known defect, landlord-tenant dispute, homeowners' association dispute, etc.). You will be given the opportunity to provide further details and a mediation brief directly to your mediator once the mediation is confirmed.

\_\_\_\_\_  
\_\_\_\_\_

Please check here if you believe your dispute will require an extensive review of documents or briefs by the mediator, or if the basis for the dispute does not arise out of a Orange County REALTORS® standard form. If checked, the mediator will contact you to discuss whether additional mediation fees for preparation time will apply.

Have formal court proceedings been filed related to the dispute?  Yes  No

If Yes, please provide the following:

Case # \_\_\_\_\_ Court \_\_\_\_\_

Hearing Date \_\_\_\_\_ Judge \_\_\_\_\_

Are there any trial dates or time limitations involved?  Yes  No

If Yes, please specify: \_\_\_\_\_

Revised 01/04/19



# Request to Mediate (Form RM)

## IV. OTHER PARTY INFORMATION

(Please include all parties required to mediate under your agreement.) Attach additional sheets as necessary.

### Other Party 1:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (home/office): \_\_\_\_\_

Phone (cell): \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

In the disputed transaction I am the:

- Buyer
- Seller
- Broker
- Salesperson
- Other \_\_\_\_\_

Will you be represented by legal counsel at the mediation?  Yes  No

If yes please provide the following:

Counsel name: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### Other Party 2:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (home/office): \_\_\_\_\_

Phone (cell): \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

In the disputed transaction I am the:

- Buyer
- Seller
- Broker
- Salesperson
- Other \_\_\_\_\_



# Request to Mediate (Form RM)

## IV. OTHER PARTY INFORMATION (CONTINUED)

### Other Party 2:

Will you be represented by legal counsel at the mediation?  Yes  No

If yes please provide the following:

Counsel name: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

## V. OTHER INTERESTED PERSONS INFORMATION.

Please list below the names, role and contact information of any relevant individuals NOT required to mediate under your agreement, but whom you intend to invite as voluntary participants to the mediation, and who will also be bound by confidentiality pertaining to the mediation. Participation by interested person/s' should be limited to those helpful to the mediation process and therefore may be limited by the mediator.

\_\_\_\_\_  
\_\_\_\_\_

## VI. ACKNOWLEDGMENT OF PROGRAM RULES AND REGULATIONS

By submission of this Request to Mediate, you acknowledge that you have read, understand and agree to the Rules and Policies for Mediation. **Send this completed Form RM-1 along with a check for a retainer of \$\_\_\_\_\_ to:**

**Orange County REALTORS®  
Attn: Professional Standards  
25552 La Paz Road, Laguna Hills, CA 92653**

We will confirm acceptance of your Request to Mediate and notify you of any further action needed (generally within two business days of receipt). Please direct any questions to Cece Robles, Director Professional Standards at 949-586-6800 Ext 125. Thank you.

Revised 01/04/19



# Response to Request to Mediate (Form RRM)

RE: \_\_\_\_\_

*[Insert name of other party to the mediation and address of property that is the subject of dispute, if applicable.]*

## I. RESPONDING PARTY

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (home/office): \_\_\_\_\_

Phone (cell): \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

In the disputed transaction I am the:

- Buyer
- Seller
- Broker
- Salesperson
- Other \_\_\_\_\_

Will you be represented by legal counsel at the mediation?  Yes  No

If yes please provide the following:

Counsel name: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Do you have authority to enter into and sign a binding written agreement to settle this dispute?  Yes  No

Comments: \_\_\_\_\_

Please list any dates you WILL NOT be available for a mediation conference during the 60-day period from the date of this request. This information will assist your mediator to begin the scheduling process. Note that all scheduling is handled directly by your mediator and all scheduling inquiries should be made directly to your mediator.

\_\_\_\_\_  
\_\_\_\_\_



# Response to Request to Mediate (Form RRM)

## II. DISPUTE SUMMARY

Please provide a brief description of the issue in dispute below. Note: in general a short description of the issue in dispute is all that is needed to prepare the mediator to assist you.

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Please check here if you believe your dispute will require an extensive review of documents or briefs by the mediator. If checked, the mediator will contact you to discuss if additional mediation fees for preparation time will apply.

## IV. SIGNATURE AND ACKNOWLEDGMENT OF CENTER RULES AND POLICIES

By signing below, I/we acknowledge that I/we have read, understand and agree to the Rules and Policies for Mediation and that I am responsible for my portion of any costs and fees incurred in this mediation.

Mediation is a voluntary process and the parties to mediate must have agreed to mediation. If an agreement to mediate has not previously been entered into, by signing below you are agreeing to mediate your dispute at the Center.

Signature of Responding Party(s): \_\_\_\_\_

Signature of Responding Party(s): \_\_\_\_\_

**Return this completed Form RRM with a check for \$\_\_\_\_\_ retainer payable to:**

Orange County REALTORS®, Attn: Professional Standards,  
25552 La Paz Road, Laguna Hills, CA 92653. Thank you