

## Agreement to Mediate

This agreement is made on \_\_\_\_\_ between John Hohman (the “mediator”), xxx, xxx, xxx, (the “parties”), and the parties’ counsel. The undersigned (collectively referred to as the “participants”) agree to participate in a mediation to be conducted by the mediator concerning outstanding issues in a probate matter pending in the XXX County Probate Court under file number XXX. It is further agreed:

1. The mediation will take place on XXX, 2023 at 9:00 am via the Zoom platform and such other dates as the participants may agree. A full day has been reserved.
2. All participants will attend the mediation session(s) with one or more persons who have full settlement authority to resolve the dispute among the parties. All proceedings in connection with this mediation shall be subject to this agreement and the applicable provisions of Michigan law.
3. The mediator’s services include review of mediation statements, pleadings, briefs, correspondence and other written materials, participation in pre-mediation conferences, participation in the mediation session, travel time (if conducted in person) and follow up conferences or other services requested by the parties. The mediator will charge a fee of \$420 per hour for these services plus a one-time nonrefundable administrative fee of \$100. The mediator fee will be paid one third by each party. An advance deposit of \$3,880 (\$1,293 per party) shall be paid by the parties prior to December 16, 2022, by one of the following methods:
  - a. check, made payable to “John Hohman,” and mailed to John Hohman, Fink and Fink, 320 N. Main St., Suite 420, Ann Arbor, MI 48104;
  - b. via Venmo transfer to John-Hohman-9;
  - c. via Zelle transfer to [jahohman88@gmail.com](mailto:jahohman88@gmail.com)

The minimum fee for the mediation shall be \$1,000. Furthermore, if the mediation session is cancelled by one or both of the parties within 240 hours (ten days) of the scheduled session, the parties will pay a cancellation fee of \$1,000. The cancellation fee will be waived if the mediator is able to fill the slot reserved with another case. Any overpayment will be refunded by the mediator when the mediation session is concluded. Any balance due will be paid by the parties when the mediation session is concluded. Any interest earned on the advance deposit will be donated to the State Bar of Michigan Foundation Access to Justice Fund.

4. The mediator’s role is to serve as a neutral party for the purpose of assisting the parties to resolve their dispute. Prior, during, and after the course of the mediation, the mediator is authorized to conduct joint and separate communications and/or meetings with the parties and/or their counsel and, at his discretion, to provide an evaluation of each party’s case, and, if requested, to make recommendations for settlement.

5. The parties acknowledge that the mediator is not acting as an attorney or advocate for any party, and any recommendations or statements by the mediator do not constitute legal advice by the mediator. The parties acknowledge they have been advised to seek the advice of their own counsel in connection with any settlement.

6. The confidentiality provisions of MCR 2.412 apply to this mediation. The participants acknowledge that they will abide by the confidentiality provisions of said rule.

7. Except as set forth in the following sentence, all participants agree that they will not secretly or overtly record (audio, video, or electronic) any of the mediation proceedings, and that they will not carry or bring firearms or weapons into the mediation facility or site. The participants may, with full consent of all participants, record the terms of a final settlement agreement.

8. The mediator shall not be subpoenaed or otherwise compelled to testify in any proceeding and shall not be required to provide a declaration or finding as to any fact or issue relating to the subject matter of and/or the mediation proceedings or the dispute which is the subject of said mediation proceedings. The mediator and any documents and information in the Mediator's possession will not be subpoenaed in any proceeding and all parties will oppose any effort to have the mediator or documents subpoenaed. The mediator shall not be liable to any person or entity for any act or omission in connection with the mediation proceedings conducted pursuant to this agreement.

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Signature

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Printed Name

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