

# COOK MEDIATION

## BOOKING, FEE AGREEMENT & CANCELLATION POLICY

Case Name: \_\_\_\_\_ Case No. \_\_\_\_\_

Please sign, date, and return this form by email to [pcook@cookmediation.la](mailto:pcook@cookmediation.la) or by fax to 213-988-6099.

Please remit fees to: The Cook Law Firm, P.C., 601 S. Figueroa Street, Suite 2050, Los Angeles, CA 90017.

### 1. Mediation Fees

Professional services for this matter, including but not limited to reading, research and other preparation time, mediation session time, extra mediation session time, and any additional services or work, including follow up for a case that does not settle during the mediation session, will be billed at the neutral's standard rate.

Philip Cook's standard professional fees are \$7,000 per day (which anticipates 2 hours of preparation and 8 hours of session time) or \$4,000 per half day (which anticipates 2 hours of preparation and 4 hours of session time). Fees for unused session time are non-refundable. If a case does not settle and the parties request it, post-mediation follow-up is charged at a rate of \$700 per hour.

In some instances, depending on the complexities of a case or the number of parties involved, Mr. Cook may charge a different rate for full- or half-day sessions, or a retainer may be requested.

### 2. Travel Fees / Expenses

Cook Mediation does not charge travel fees or expenses for cases in the greater Los Angeles area. For travel outside of Los Angeles, all reasonably required expenses, which may include airfare, hotel and ground transportation, are billed at cost. Unless otherwise agreed or waived, non-productive travel time is billed at 25% of the neutral's hourly rate.

*(eff. Nov. 5, 2018)*

**3. Cancellation and Rescheduling Policy**

Mediation fees will be refunded for cases cancelled at least 14 calendar days before the mediation session date. Fees for cases cancelled or postponed less than 14 calendar days before the session date are non-refundable unless the neutral can schedule time for another matter. Regardless, Cook Mediation will make every effort to work with counsel and their clients who wish to reschedule a mediation within a reasonable period of time.

Because some cases require more advance preparation than is normally expected with a full- or half-day mediation, a retainer for anticipated preparation and/or follow up time may be billed to the parties. Any unused portion of that retainer (and only the retainer) is refunded.

**4. Payment**

Each party shall pay its share of the estimated fees and expenses initially invoiced at least 14 calendar days prior to the mediation session. In any event, fees must be received in full before the date of the mediation.

The parties agree to divide the mediation fees and any other professional fees or expenses as follows:

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Unless otherwise agreed, the neutral is not bound by agreements between or among the parties with respect to the payment of mediation fees and/or expenses.

By the signatures below, each participant, either directly or through counsel, hereby certifies that s/he has read this entire Agreement and agrees with all matters stated herein. This Agreement may be signed in counterparts.

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

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Mediator

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(Party)

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(Party's Attorney)

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(Party)

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(Party's Attorney)

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(Party's Attorney)

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