

MARK LOETERMAN ■■■ **MEDIATION**
Attorney Mediator

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Since 2001, Mark Loeterman has successfully mediated over a thousand litigated cases, concentrating on disputes involving Real Estate, Employment, Business and Insurance. A lawyer with 30 years of experience and an extensive background in the real estate industry, he knows that trial may not be the most effective means of settling differences.

In mediation, Mark assists parties in evaluating the risks and costs of going to court, and helps them to negotiate resolutions that best serve their interests. He is committed to achieving agreements that are reasonable, efficient and sensible.

Types of Real Estate cases Mark has recently mediated

- **Purchase and Sale Transactions** *breach of contract, specific performance, due diligence, contingency exercise and cancellation, liquidated damages*
- **Commercial Leases** *default in performance of lease obligations, tenant improvement work, representations and warranties, and premises damage*
- **Brokerage Industry and Consumer Disclosures** *claims for non-disclosure of defective conditions, including, construction, water intrusion and toxic mold, and landslide and subsidence*
- **Finance and Valuation**
- **Development and Land Use**
- **Title issues** *quiet title, trespass, easements and encroachments*
- **Homeowner Associations** *enforcement of CC&Rs*

Teaching and Publications

*University of Southern California, Gould School of Law, Adjunct Professor
teaching the course "Contract Drafting and Negotiation," 2009 - 2012*

*Continuing Education of the Bar, Consultant on publication of CEB's
practice book, California Real Estate Brokers: Law and Litigation, 2009*

California Real Estate Magazine, Author of "The Case of the Smoldering Candle," 2008

Professional Memberships

*Southern California Mediation Association
Los Angeles County and Beverly Hills bar associations
California Association of Realtors, Legal Affairs Committee*

Mediation and Arbitration under the CAR contract

A side-by-side comparison

Mediation is a non-binding process of negotiation in which a neutral person, the mediator, acts as a facilitator and honest broker to help disputing parties reach a voluntary and mutually acceptable agreement. By contrast, arbitration is a process in which a neutral person, the arbitrator, hears each side present their evidence bearing on the dispute, and then renders a binding decision in accordance with the applicable law.

	Mediation	Arbitration
Mandatory	Yes, applies to all disputes arising out of the contract or transaction	Applicable only if both seller and buyer have initialed the arbitration clause in the contract
Control	Potential for compromise is determined by the parties. The mediator cannot impose a result	Arbitrator determines the outcome
Binding	Binding only if the parties reach a settlement	With few exceptions, an arbitration award is final and binding, with no right of appeal
Role of the Neutral	Mediator assists by clarifying issues, exploring interests, and possible resolutions	Arbitrator renders an award in accordance with legal principles, making one party a winner and the other a loser
Risk	Low risk. Complex issues can be "telescoped" in a matter of hours. If no agreement is reached, the parties can arbitrate or pursue court action	Potentially high risk, especially for the losing party who may be forced to pay the winner's attorney's fees
Fees Charged by Neutral	Divided equally between the parties	Recoverable by the prevailing party
Discovery	Need for discovery is often minimal	Discovery is often extensive, as in litigation