

MEDIATION & CONFIDENTIALITY AGREEMENT

CASE NAME:

In order to facilitate settlement of the above matter and to promote communication among the Parties and the Mediator, the parties agree as follows:

1. The Parties agree to the appointment of Charles Campo to act as mediator in this matter and elect to mediate their civil dispute under the terms and conditions set forth below. The mediator shall use his best efforts to assist the Parties in reaching a mutually acceptable agreement. The Parties agree to pay the mediator at a rate of \$_____ a day/half-day, payment to be shared equally among them.
2. Mediation is a voluntary process for settlement negotiation. Accordingly, the mediator acts as an impartial third party exclusively, and does not represent any disputant, render legal advice or otherwise practice law. The mediator will not give legal advice and anything the mediator says during the mediation should not be construed as legal advice. Likewise, the mediator is not a judge, nor does the mediator have the power or authority to render a decision or force a settlement between the Parties. The Parties should consult with their own attorney regarding their legal rights and responsibilities. The mediator is not liable for any act/omission in connection with the mediation.
3. All statements made and all writings prepared for or during the mediation process are deemed to be privileged and inadmissible for any purpose in any proceeding. Furthermore such information shall be treated as confidential and as a compromise negotiation pursuant to the Federal Rules of Evidence and applicable state and federal law. However, if any such information is independently obtained it shall not be rendered confidential because it is referred to or presented in the mediation. In addition, the Parties agree not to disclose any such statements or writings to any other person or entity, except as required by law. The Parties will not subpoena or otherwise require the mediator to testify or produce records, report, notes or other documents reviewed, received or prepared by the mediator during the course of the mediation process. The Parties will oppose any efforts to have the mediator or documents subpoenaed whether by a Party to this mediation or otherwise.

4. This agreement shall be admissible in any subsequent proceeding to prove the existence of the agreement and/or to enforce the agreement. Furthermore, it is the intention of the Parties, notwithstanding paragraph 3 above, that any executed settlement agreement or signed memorandum of understanding prepared during the course of or pursuant to this mediation be admissible in a court of competent jurisdiction for purposes of enforcement.

SIGNATURES OF PARTIES, LAWYERS /AUTHORIZED REPRESENTATIVES

Signed this _____ day of _____, 2010

PARTIES:

**ATTORNEY / INSURER /
REPRESENTATIVE:**

_____ By _____

_____ By _____

_____ By _____

_____ By _____