

MASTERS



RIBAKOFF

mediation • arbitration • investigation

AGREEMENT TO MEDIATE

The undersigned agree to participate in a mediation conducted by Christine Masters (“the mediator”) in an attempt to reach a resolution of their existing dispute and further agree as follows:

- 1. Good Faith Mediation:** We will mediate in good faith in an attempt to resolve the existing controversy without any obligation to reach resolution or any specific settlement terms. We will communicate concerns about the process to the mediator if any arise and we will participate in a discussion about adjourning the mediation prior to settlement, if necessary. Participation in the mediation does not guarantee that a settlement will be reached.
- 2. Voluntary Agreement:** We understand that mediation is a consensual and voluntary process; the mediator has no authority to make a binding decisions or rulings. We further understand that any decision made by us to enter into a settlement agreement is voluntary. Although the mediator may assist in drafting a settlement agreement or deal points memorandum, we understand that the mediator is acting in a neutral capacity and that she is not serving as an advocate, representative or fiduciary for any party or person.
- 3. Attorney Consultation:** We have the right to be represented by attorneys of our choice and understand that we are specifically encouraged to have our attorneys review any document prior to its execution. Nothing said by the mediator should be considered legal advice, and the mediator is not liable for the outcome of the mediation or the terms of the settlement agreement.
- 4. Confidentiality:** It is understood and agreed that California Evidence Code Section 1119 et seq. and Federal Rule of Evidence Section 408 apply to this mediation in order to promote communication and facilitate settlement of the dispute. All statements made during the course of the mediation are confidential, privileged settlement discussions, made without prejudice to any party’s legal position, and inadmissible for any purpose in any subsequent legal or administrative proceeding. This agreement extends to all information disclosed during the course of the mediation, including all statements made by the mediator, any party, their representatives, and/or witnesses. We specifically agree that the mediation (and hence the mediation privilege) shall continue indefinitely unless and until otherwise agreed.

