

MASTERS



RIBAKOFF

mediation • arbitration

AGREEMENT TO MEDIATE

The undersigned agree to participate in a mediation conducted by Christine Masters 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 and participate in discussions about adjourning/continuing the mediation, if necessary to achieve resolution. Participation in mediation does not guarantee that a settlement will be reached and we understand that the mediator is not liable for the outcome of the mediation or the terms of any settlement agreement which may be reached.

2. **Voluntary Agreement:** We understand that mediation is a consensual and voluntary process. The mediator is an impartial intermediary with no authority to make binding decisions or rulings. We understand that any decision made by us to enter into a settlement agreement is voluntary, and that it is our responsibility to decide whether to settle this dispute, and if so, on what terms. Although the mediator may assist in drafting a settlement agreement or deal points memorandum, we understand that the mediator 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 constitutes legal advice.

4. **Confidentiality:** It is understood and agreed that this mediation is conducted pursuant to California Evidence Code Sections 703.5, 1115-1128, 1152, 1154, 1155 and federal counterparts. All communications, writings, negotiations, and any prior or subsequent communications related to the mediation are confidential, privileged settlement discussions, inadmissible for any purpose in any subsequent legal or administrative proceeding. We specifically agree that the mediation (and hence the mediation privilege) shall continue indefinitely unless and until otherwise specifically agreed in writing. The mediator shall not be compelled to disclose or to testify in any proceeding any information disclosed or representations made at or in relationship to the mediation at any time.

We agree that except (i) as may be required by law, (ii) with respect to counsel, agreed family members, tax advisors, accountants, insurers, shareholders, members and officers, and (iii) as needed to effectuate payment of settlement funds, we will not disclose to any other individual or entity the fact that we have entered into settlement negotiations regarding claims they may have against each other.

Notwithstanding the above, the fact that the mediation took place, the time and dates of the sessions, the identities of the participants, and the fact that a final settlement agreement was, or was not, reached, is not confidential. Moreover, nothing in this agreement precludes the use of knowledge gained during the mediation to conduct discovery or otherwise prepare and assemble evidence. Nothing in this agreement shall be construed to prevent the mediator from disclosing any information required by law to be disclosed, any information she believes suggests an actual or potential threat to human life or safety, or (on an anonymous basis) any information to be used for research, education, analysis, marketing or other purposes.

We also specifically agree that any written and signed settlement documents, including a formal settlement agreement, a deal points memorandum, or a mediator’s proposal, will be enforceable, binding and admissible in a court of law pursuant to California Evidence Code Section 1123 (b) and/or Code of Civil Procedure Section 664.6.

5. **Mediator’s Fees:** The mediator shall be paid for time spent in connection with this mediation as outlined in the Invoice, sent with the confirmation letter and incorporated herein by reference. The parties and their counsel acknowledge that they are jointly and severally liable for all fees assessed in the mediation process.

6. **Release and Indemnification:** The mediator is released from any and all claims arising from the mediation process. If any party attempts to, or does, bring such a claim, that party agrees to indemnify the mediator from any loss or damage, including reasonable costs and attorney’s fees incurred in connection with such claim.

7. **Miscellaneous:** No service of any legal process or any notice regarding employment may be made or effectuated at or near the mediation site without the receiving party’s consent and the mediator’s prior approval.

Please date, print, and sign indicating acceptance of the agreement:

Date	Print Name	Signature
	Christine Masters	