

## **AGREEMENT TO PARTICIPATE IN MEDIATION**

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. Voluntary Agreement:** Mediation is a consensual and voluntary process. 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.
- 2. Good Faith Mediation:** We will mediate in good faith to resolve the existing controversy with no obligation to reach resolution or any specific settlement terms. Participation in mediation does not guarantee that a settlement will be reached and the mediator is not liable for the outcome of the mediation. We will communicate concerns about the process and participate in discussions about adjourning/continuing the mediation, if necessary, to achieve resolution.
- 3. Attorney Consultation:** We have the right to be represented by attorneys of our choice and understand that the mediator is not serving as an attorney for any party and nothing said by the mediator constitutes legal advice. The mediator is an impartial intermediary with no authority to make binding decisions or rulings. Although the mediator may assist in drafting a settlement agreement or deal points memorandum, she not serving as an advocate, representative, or fiduciary for any party or person. The parties are relying solely upon their own judgment and legal counsel in making decisions during the mediation, including the decision as to enter into any settlement agreement and its terms.
- 4. Confidentiality:** To promote communication in mediation, California law generally makes mediation a confidential process. (California Evidence Code Sections 703.5, 1115-1129. These laws establish the confidentiality of mediation and limit the disclosure, admissibility, and a court's consideration of communications, writings, and conduct in connection with a mediation. We agree that except (a) as may be required by law, (b) with respect to counsel, agreed family members, tax advisors, accountants, insurers, shareholders, members and officers, and/or (c) as needed to effectuate payment of settlement funds, we will not disclose to any other individual or entity any communications, negotiations, or settlement offers or demands, as well as the fact that we have entered into settlement negotiations.

We understand and agree that this mediation is taking place virtually, either totally or in part. We understand and agree that all communications during the mediation are expressly confidential, regardless of participation method. **We acknowledge and specifically agree not to make any audio, video and photographic recording any and all communications, actions or events that take place during the mediation, including pre and post mediation communications of any kind.** (Personal typed or handwritten notes are permitted).

We specifically agree that the mediation (and hence the mediation privilege) began upon retention of the mediator and 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 relation to the mediation at any time. However, the fact that the mediation took place, the time and dates of the sessions, the identities of the participants, and whether a final settlement agreement was, or was not, reached, is not confidential. Nothing in this agreement shall be construed to prevent the mediator from disclosing any information required by law, any information she believes suggests an actual/potential threat to human life or safety, or any information (on an anonymous basis) to be used for research, education, marketing or other purposes.

Nothing in this agreement precludes the parties from using any knowledge gained during the mediation to conduct discovery or otherwise prepare and assemble evidence.

**5. Mediator’s Fees:** The mediator shall be paid for time spent in connection with this mediation as outlined in the Invoice which was 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 connection with 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 the other 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	

