

MEDIATION AND CONFIDENTIALITY AGREEMENT

The undersigned parties are attempting to resolve a dispute through mediation, and have retained Mark Loeterman ("Mediator") to facilitate their settlement negotiations.

1. **Role of the Mediator.** The Mediator is an impartial, neutral intermediary, whose role is to assist the participants in reaching a settlement by negotiation between or amongst themselves. The Mediator cannot impose a settlement but will help the participants towards achieving their own settlement. The Mediator does not act as an attorney or advocate for or give legal, tax or other professional advice to any participant. In this regard, no professional-client or fiduciary relationship is created between any participants and the Mediator.
2. **Attorney Consultation.** The participants acknowledge that they are free to consult an attorney at any time during the mediation process, and that no representations by the Mediator should be considered legal advice. In the event the dispute is settled, the participants should have the settlement agreement independently reviewed by their own counsel prior to signing it.
3. **Confidentiality.** In order to promote communication and facilitate the settlement process, the parties agree that all statements made during the course of the mediation are confidential mediation and settlement discussions within the meaning of the California Evidence Code.

This agreement of confidentiality extends to all information disclosed during the course of the mediation, including but not limited to all statements made by the mediator, each party, their attorneys, other representatives and witnesses. Specifically, and without limiting the foregoing, the parties agree that they will not seek, nor will they encourage or permit another to seek, to compel the Mediator to disclose any such confidential information in any legal or administrative proceeding, or in discovery, or otherwise. The parties further agree that they may not introduce in evidence, or use for any other purposes whatsoever, any statements made by the Mediator, whether written or oral.

The parties agree that all disclosures made during the mediation are conditioned upon this promise and agreement of confidentiality. The parties further agree that a breach of this agreement will cause irreparable injury and that monetary damages will be an inadequate remedy, since the parties are relying on this promise of confidentiality in disclosing sensitive or private business or personal information. The parties therefore agree and stipulate that any party to this agreement may obtain an injunction or other appropriate relief to prevent disclosure of any information in violation of this agreement.

4. **Release and Indemnification.** The parties hereby agree to release the Mediator from any and all claims arising out of their failure to reach agreement or their decision to enter into any agreement or any other aspect of the mediation process. Further, the Mediator makes no representation that the parties will reach an agreement on any of the issues, disputes or controversies discussed in the mediation. If any party breaches this agreement, that party shall be liable for, and shall indemnify the other parties and the Mediator for, all loss and damage suffered, including all costs, expenses and attorneys fees incurred as a result of such breach.

5. **Mediation Fees.** Fees must be deposited upon confirmation of a reserved date, and are the joint and several obligation of counsel and the parties.

6. **Potential Conflicts of Interest.** The Mediator is unaware of any actual or potential conflicts of interest that would amount to grounds for disqualification in accordance with California Code of Civil Procedure section 170.1 (applicable to judges and by reference to mediators) except for the following, which have been disclosed to the participants: _____

To the extent any actual or potential conflicts of interest exist, the Mediator does not believe same will affect his capacity to be impartial. By signing this agreement, the participants expressly waive the conflicts and potential conflicts disclosed above. If any participant believes that the Mediator is not impartial, said participant should immediately terminate the mediation.

Date:

Print Name

Signature

Print Name

Signature

Print Name

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Print Name

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Print Name

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