

## **MEDIATION AND CONFIDENTIALITY AGREEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned Parties (referred to individually as “Party” and collectively as “Parties” or “You”) to this Mediation and Confidentiality Agreement (“Agreement”) agree to participate in a Mediation conducted by Michelle V. Paul (“Mediator”) in the case entitled

Case Number: \_\_\_\_\_ in the Court of \_\_\_\_\_, in accordance with the following terms:

1. **Role of Mediator:** Although the Mediator is an attorney licensed to practice law in the State of California, Washington DC, and Virginia, the Parties understand, acknowledge and agree that, in these proceedings, the Mediator will act solely as an impartial, neutral intermediary, to aid them in reaching a settlement, resolve claims and clarify issues by negotiation between or amongst themselves. The Parties understand, acknowledge and agree that the Mediator shall not decide who prevails in the dispute, and shall not render an award, verdict, judgment, or otherwise determine fault or blame. The Parties acknowledge, understand, and agree that the Mediator does not act as an attorney or advocate for, or give legal, tax or other professional advice to, any Party at any time prior to, during, or after the Mediation. In this regard, no professional-client or fiduciary relationship is created between any Party and the Mediator.
2. **Representation of Parties:** The Parties acknowledge that they are free to consult an attorney at any time during the Mediation process. The Parties are specifically encouraged to have their attorneys review any settlement agreement, or other agreement, reached through Mediation, prior to signing it. Each Party who is represented by counsel confirms that said Party is relying solely upon such counsel for legal advice. Whether represented by counsel or in *pro per*, the Parties understand, acknowledge, and agree that each of them is/are not, and has/have not, at any time relied upon the Mediator for any legal advice.
3. **Privilege, Confidentiality, and Related Matters:** This Mediation is conducted consistent with California Evidence Code Sections 703.5, 1115 through 1128, 1152, and California Code of Civil Procedure Section 1775.10, and other sections of successor statutes of the California State Codes, if applications, governing among other things, the confidentiality of Mediation proceedings. In order to allow the Mediator to confidentially follow-up after the Mediation session, the Parties and the Mediator agree to extend the 10-day period set out in Evidence Code Section 1125(a)(5) until the date any Party terminates the mediation effort, a verdict is returned or a decision rendered. The Parties agree, pursuant to Evidence Code Section 1123, that any written settlement agreement signed by the Parties in the course of Mediation is subject to disclosure, and will be binding, enforceable and admissible to prove the existence of and to enforce the Agreement. No written or oral communication made by the Mediator or any Party, attorney or other participant in preparation for, during the course of, or subsequent to but regarding the Mediation (the “Mediation Process” may be used for any purpose in any pending or future proceedings unless all Parties, including the Mediator, so agree in writing. Disclosure during the Mediation proceeding of information that otherwise is privileged shall not alter its privileged character. The Parties shall not subpoena the Mediator or any documents submitted to

or prepared by the Mediator during or in connection with the Mediation process. The Mediator shall not testify voluntarily or on behalf of a Party. This Agreement shall not render inadmissible a written settlement agreement reached as a result of this Mediation in an action to enforce that settlement.

4. **Waiver of Liability and Indemnification:** The Mediator, her law firms, and MVP Mediation, LLC, shall have no liability for any action or omission in connection with the conduct or results of the Mediation, and the Parties hereby release the Mediator, her law firms, and MVP Mediation, LLC, from any and all claims, including, but not limited to, those arising out of (i) any purported acts or omissions by any of the participants in the Mediation in connection with the conduct thereof or the results of the Mediation; (ii) the Parties' failure to reach agreement; (iii) the Parties' decision to enter into any agreement; or (iv) any other aspects of the Mediation process.

5. **Fees for Mediation:** The Parties hereby understand, acknowledge, and agree that continuation of the Mediation beyond the scheduled \_\_\_\_ hours of the first session shall be deemed agreement by the continuing Parties to compensate the Mediator at \$500.00 per hour all her fees incurred thereafter, with the Parties to agree as to their respective shares of said fees and/or additional fees for the Mediation.

6. **Potential Conflicts of Interest:** The Parties hereby understand, acknowledge and agree that the Mediator has made disclosure(s) of potential conflicts of interest that would be grounds for her disqualification in accordance with CA Code of Civil Procedure Section 170.1, applicable federal laws, or her ability to remain impartial. The Parties expressly waive any conflicts and potential conflicts that may be disclosed. If any Party believes that the Mediator is not impartial, said Party should immediately terminate the Mediation.

7. **Disclosure:** Attorneys who act as mediators to resolve disputes between non-clients of that attorney are not counsel for either Party during the Mediation. However, during the course of the Mediation, the Mediator may receive information from the Parties and/or their counsel and/or the insurer(s). The Parties hereby understand, acknowledge, and agree that the Mediator has disclosed to the Parties that she is a practicing attorney and that, as part of her ongoing law practice in representing both plaintiffs and defendants, from time to time she may be involved in actions that may involve the Parties herein and/or their counsel and/or the insurers of the Parties herein. Further, the Parties hereby understand, acknowledge, and agree that they will not seek to disqualify the Mediator or her firms in any subsequent litigated/adversarial matter, while unrelated to the instant mediation, which may nevertheless involve one or more of the undersigned Parties, their counsel, or the insurance companies involved.

### **MEDIATOR**

Date: \_\_\_\_\_

\_\_\_\_\_  
Michelle V. Paul, Mediator  
MVP MEDIATION, LLC

**We have read, understood, and agree to be bound by the terms of the above Agreement.**

**PARTIES**

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------

---

Printed Name	Signature	Plaintiff/Defendant/Attorney
--------------	-----------	------------------------------