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Encinitas, California 92024
(760) 944-1918 • (760) 944-3517 fax

MEDIATION AND CONFIDENTIALITY AGREEMENT

This Mediation and Confidentiality Agreement is dated _____, and entered into by and between the undersigned parties and **Kevin Forrester** who shall serve in the capacity of mediator pursuant to this agreement.

Purpose - The parties are currently engaged in a dispute concerning certain matters which they wish to resolve in a cooperative fashion through mediation. The parties further wish to promote communication among themselves to achieve a resolution of their dispute and for that purpose have engaged the mediation services of Kevin Forrester in accordance with the attached Fee Schedule.

Applicable Law - This mediation shall be subject to the terms and conditions of California Evidence Code 1115-1128.

Neutrality - Kevin Forrester is a neutral mediator and shall not act as an advocate for any party to this mediation. In addition, the mediator shall not act as a judge or arbiter and does not have the power or authority to force a settlement upon the parties. Participants are encouraged to consult with their own attorneys regarding their legal rights and responsibilities.

Confidentiality - All statements made in preparation of or during the course of this mediation are privileged settlement discussions, are made without prejudice to any party's legal position, and are undiscoverable and inadmissible for any purpose in any legal, administrative, or other proceeding.

The privileged character of any information is not altered by disclosure to Kevin Forrester, the mediator. Disclosure of any statements made to the mediator in confidence, records, reports or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or testify in any proceeding, including, but not limited to civil, criminal, and administrative proceedings.

This Mediation and Confidentiality Agreement does not alter the rights of the parties to compel otherwise admissible or subject to discovery materials.

The parties are disclosing sensitive information in reliance upon this agreement of confidentiality. For that reason, any breach of this agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement.

Any party breaching this agreement shall be liable for and shall indemnify the non-breaching parties and the mediator for all costs, expenses, liabilities, and fees, including attorney's fees, which may be incurred as a result of such breach.

Signed before the commencement of the mediation by each of the persons whose signatures appear below:

Date

Date

Print Name of Party Representative

Print Name of Party Representative

Authorized Signature

Authorized Signature

Signatures continued: Signed before the commencement of the mediation by each of the persons whose signatures appear below:

Date

Print Name of Party

Authorized Signature

Date

Print Name of Party

Authorized Signature

Date

Print Name of Party

Authorized Signature

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Print Name of Party

Authorized Signature

Date

Print Name of Party

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