

CONFIDENTIALITY AGREEMENT

Name of Case: _____

To promote communication during the mediation and to facilitate settlement of the dispute, the mediator and all persons participating in the mediation agree as follows:

1. The parties consent to the appointment of Ron White to act as mediator in this matter and elect to mediate their civil dispute under the terms and conditions of Evidence Code §§1115-1128 and/or Rule 408 of the Federal Rules of Evidence. The mediator is a neutral party in this dispute resolution process. He is an advocate for only one thing: assisting the parties in reaching a mutually acceptable agreement.

2. Mediation is a voluntary method of dispute resolution during which the mediator acts as a facilitator, assisting the parties in resolving their dispute. The mediator does not represent any party or otherwise practice law. The mediator will not give legal advice. Likewise, the mediator is not a judge, nor does the mediator have the power or authority to force the parties to settle their dispute. The parties are encouraged to consult with their own attorneys regarding their legal rights and responsibilities.

3. All statements made and all writings prepared during the mediation process are privileged and inadmissible for any purpose in any proceedings. In addition, the parties are not permitted to disclose the statement and writings to any other person or to the media. The parties will not subpoena or otherwise require the mediator to testify or produce records, reports, notes, or other documents reviewed, received, or prepared by the mediator during the course of the mediation process.

4. Since the parties are disclosing sensitive information in reliance upon this agreement of confidentiality, 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.

5. 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 attorneys fees, which may be incurred as a result of such breach.

6. This Confidentiality Agreement shall be admissible in any subsequent proceeding to prove the existence of the agreement and/or to enforce said agreement. It is the intention of the Parties, notwithstanding paragraph 3 above, that any written settlement agreement prepared in the course of or pursuant to this mediation be admissible, once signed by the settling Parties, as provided in Evidence Code §1123.

Executed on _____, 2009 at the mediation.

Signatures

Name (printed)

Signature

Ron White, Mediator
