



BARKER MEDIATION

EILEEN BARKER, MEDIATOR/ATTORNEY

MEDIATION AND CONFIDENTIALITY AGREEMENT

This Mediation and Confidentiality Agreement ("Agreement") is made between the undersigned parties (the "Party" or "Parties") and Mediator (the "Mediator").

1. AGREEMENT TO MEDIATE. This Agreement arises from the Parties' desire to settle existing controversies between them, and their agreement to use mediation to attempt in good faith to resolve their dispute.

2. MEDIATOR'S ROLE/RELEASE. The Mediator will act as a neutral third party. The Mediator will not act as an attorney or advocate for any Party. The Parties agree that the Mediator will have no liability for any act or omission in connection with or arising out of the mediation, regardless of the outcome of the mediation. All parties are advised to obtain independent review by their own counsel of any settlement agreement that results from the mediation.

3. CONFIDENTIALITY. All statements made in connection with or during the mediation are confidential, privileged settlement discussions. All such statements are made without prejudice to any Party's legal position, and shall be inadmissible for any purpose in any legal proceeding. Any information disclosed by or on behalf a Party to the Mediator shall be confidential, and shall not constitute a waiver of any privilege. The Mediator will not testify and will not be subpoenaed to testify in any future proceeding relating to this matter. The provisions of California Evidence Code sections 1115-1128 shall fully apply to this mediation. Any files or notes created or maintained by the mediator are solely for the mediator's use and shall be destroyed following the termination of the mediation.

4. FEES. The Mediator's fee will be \$_____ per hour for all time expended in connection with this mediation, including but not limited to intake, document review, research, preparation, telephone calls, plus actual out-of-pocket expenses (such as for photocopies, telephone charges, postage/delivery). All fees will be divided equally among all parties, unless otherwise agreed. A deposit will be required prior to the mediation. If the actual mediation session (together with any reading, research, consultation and preparation time) is less than the deposit, the balance will be refunded. If the total exceeds the deposit, the balance shall be due and payable at the time of the mediation session.

DATED: _____

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

MEDIATOR: _____