



### **Participants and Procedure**

All parties, and if they desire, their representatives, are invited to attend mediation sessions. No one else may attend without the permission of all parties and the consent of the mediator.

During the session, the mediator may conduct joint and/or separate meetings with the parties and their counsel. If a party provides information to the mediator that they wish to be kept confidential, the mediator will not disclose the information. The parties agree that the mediator is not acting as an attorney or providing legal advice on behalf of any party.

If any party chooses to terminate its participation for any reason, that party may do so by giving notice to the mediator and the other parties. The parties will continue to be bound by the confidentiality provisions of this agreement and will also continue to be bound by their agreement to pay for those services rendered.

### **Disclosure**

The mediator, each party, and all counsel affirm that they have disclosed any past or present relationship or other information that a reasonable person would believe could influence the mediator's impartiality, and that no conflict of interest or appearance of a conflict of interest exists.

The mediator is not aware of any aspect of a previous relationship that would create a conflict or interfere with his/her acting as a mediator in this matter. The parties acknowledge that these factors do not constitute a conflict of interest or the appearance of a conflict of interest.

### **Confidentiality**

In order to promote communication among all parties, counsel and the mediator, and to facilitate settlement of the dispute, each of the undersigned agrees that the entire mediation process is confidential. All statements made during the course of the mediation are privileged settlement discussions, and are made without prejudice to any party's legal position, and shall be inadmissible for any purpose in any legal proceeding. These offers, promises, conduct and statements (a) will not be disclosed to third parties except persons associated with the participants in the process, and (b) are privileged and inadmissible for any purposes, including impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule or common law provisions.



**Disqualification of Mediator and Exclusion of Liability**

All parties agree to refrain from making any attempt to (1) compel any testimony from either the mediator or any Torrey Mediation employee's testimony; or (2) compel the mediator or any Torrey Mediation employee to produce any document provided by the other party to the mediator. All parties agree to defend the mediator and Torrey Mediation from any subpoenas from outside parties arising out of this Agreement or mediation. The parties agree that neither the mediator nor Torrey Mediation is a necessary party in any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation. Neither Torrey Mediation nor its employees or agents, including the mediator, shall be liable to any party for any act or omission in connection with any mediation conducted under this Agreement.

**Records**

Any documents provided to the mediator by the parties will be destroyed by Torrey Mediation 90 days after the conclusion of the mediation, unless Torrey Mediation is otherwise instructed by the parties.

**Fees**

The parties and their attorneys agree to pay Torrey Mediation as set forth in the attached Fee Schedule, which is incorporated in this Agreement.

By: \_\_\_\_\_

By: \_\_\_\_\_

For: \_\_\_\_\_

For: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

For: \_\_\_\_\_

For: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

For: Torrey Mediation