

Mediation Agreement

Mediation:

All parties acknowledge that mediation is a voluntary, non-binding settlement negotiation in which the mediator attempts to assist the parties in reaching a settlement. The mediator has no authority to make any findings, issue any rulings, or to force a settlement upon the parties.

Attorneys:

Each party is represented by counsel or has had the opportunity to consult with counsel prior to the mediation. The parties have the right to consult with an attorney during mediation and before entering into any settlement. The mediator may discuss legal issues with the parties, but in so doing, the mediator is not giving legal advice. The parties acknowledge that they are relying solely on the advice of their own legal representatives in participating in the mediation and in arriving at any decisions as a result of the mediation.

Caucuses:

The mediator will typically hold separate sessions with the parties ("caucuses") to gain a better understanding of the parties' positions, interests, and goals. Information discussed in a caucus is confidential; i.e. it will not be disclosed to the other party unless agreed otherwise. To assist the mediator in keeping confidences, it is requested that the parties highlight information they are particularly concerned about having disclosed to the other side.

Confidentiality:

Mediation sessions are confidential as a matter of law, that is, with a few exceptions, the content of these settlement negotiations is not admissible in subsequent litigation and/or arbitration. The parties and their counsel acknowledge the confidential nature of the process and agree 1) to hold matters discussed in the mediation in confidence and 2) not to subpoena or otherwise attempt to require the mediator to testify or to produce records, notes, or other products of the mediation in any other proceeding.

Mediator:

The parties acknowledge that they have selected **Michael E. Cavanaugh, J.D.** to serve as their mediator and to compensate him at the rate of \$240 per hour, evenly split between plaintiff(s) collectively, on the one side and defendant(s) collectively, on the other. Compensable time includes time spent preparing for and conducting the mediation (including travel time and expenses for mediations conducted outside the Greater Seattle area). The parties further acknowledge that they have waived any potential conflict of interest disclosed to them and that they will not in the future assert this mediation as a conflict of interest on the part of the mediator. By their signatures below, the parties acknowledge that any settlement reached as a result of the mediation is voluntary and that the mediator will have no responsibility or liability for the substance of that settlement nor be subject to any claim for any reason arising out of the mediation process or as a result of any settlement reached.

Dated this _____ day of _____, 2009

