

## **MEDIATION CONFIDENTIALITY AGREEMENT**

(For Use in Commercial Mediations under AAA Auspices)

---

In the matter of the mediation between

and

Case No.

---

The undersigned parties have agreed to enter into mediation under the auspices of Louise A. LaMothe, A Professional Corporation, using the Commercial Dispute Resolution Procedures (Including Mediation Rules) of the American Arbitration Association.

The parties further acknowledge and agree to the following:

1. The mediator is an impartial, neutral intermediary, whose sole role is to assist the parties in reaching a settlement of their controversy or claim by negotiation between or among themselves. The mediator cannot impose a settlement, but will assist the parties toward achieving their own settlement.
2. The mediator is a neutral third party who may not, and will not, act as an advocate for or give legal advice to any party. In this regard, no professional-client or fiduciary relationship is created between any party and the mediator. Similarly, the mediator may assist the putting their agreement in writing, but will not render legal or other professional advice to any party.
3. The parties acknowledge that they are free to consult an attorney at any time during the mediation process. In the event the dispute is settled, the parties are advised by the mediator to have the settlement agreement independently reviewed by their own counsel before executing it.
4. This mediation is conducted pursuant California Evidence Code Sections 1115-1128. The mediator subscribes to the California Dispute Resolution Council (CDRC) Standards of Practice for California Mediators.
5. The participants agree that the mediator may consult with colleagues about this matter and may describe the matter to colleagues for informational or educational purposes as long as the mediator does not disclose the names of the participants or any other information specifically identifying the participants. The mediator has no liability for any act or omission in connection with the mediation. The mediator makes no representation that the parties will reach an agreement on any of the issues, disputes or claims discussed in the mediation. Any participant who

brings any claim, action or proceeding of any nature against the mediator or who seeks to have the mediator testify shall be responsible to indemnify the mediator for any expenses, loss or damages incurred, including, without limitation, attorney's fees and expenses incurred in connection with the claim, action or proceeding.

6. The mediator is unaware of any actual or potential conflicts of interest which would amount to grounds for disqualification in accordance with California Code of Civil Procedure Section 170.1 (applicable to judges and by reference to mediators) except for the following which have been disclosed to the parties: \_\_\_\_\_

\_\_\_\_\_. To the extent any actual or potential conflicts of interest exist, the mediator does not believe that they will affect her capacity to be impartial. By signing this mediation confidentiality agreement, the participants expressly waive the conflicts and potential conflicts disclosed above and in the mediator's previous disclosures in this matter. If any participant believes that the mediator is not impartial, the participant should immediately terminate her/his involvement in the mediation.

7. The parties waive the requirements of California Evidence Code Section 1125 as to the "end" of the mediation in order to protect post-session communications, whether in person, by telephone, by email or otherwise, under the mediation confidentiality privilege.

DATED:

MEDIATOR: \_\_\_\_\_

Louise A. LaMothe, APC

PARTICIPANTS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

