

Turner Dispute Resolution
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MEDIATION AGREEMENT (CALIFORNIA)

RE:

In order to promote communication among the mediation participants and the mediator and to facilitate settlement of the dispute, the mediation participants agree as follows:

1. The mediation is subject to California Evidence Code Sections 1115-1128.
2. This Mediation Agreement (Agreement) extends to all present or future civil, judicial, quasi-judicial, arbitral, administrative, or other proceedings, including but not limited to, an action for breach of the implied covenant of good faith and fair dealing against an insurance company.
3. Disclosing privileged information to the mediator shall not result in a waiver of the privilege.
4. Pursuant to Evidence Code Section 1123, this Agreement and any written settlement agreement arising out of or otherwise resulting from the mediation will be admissible into evidence for the limited purpose of enforcing the terms of the settlement under California Code of Civil Procedure Section 664.6 or otherwise.
5. The mediator is a neutral intermediary and settlement facilitator and may not act as an advocate for any party. The mediator's statements do not constitute legal advice to any party. Accordingly, parties are strongly encouraged to seek legal advice from their own counsel. If the mediator assists in preparing a written settlement agreement, each party should have the agreement independently reviewed by their own counsel before signing it.
6. The mediation process may continue after the date appearing below. Therefore the mediator's subsequent oral and written communications with the mediation participants in a continuing effort to resolve the dispute are subject to this Agreement unless one or more parties terminates the mediation in a written statement.

Executed on _____, 20__.

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____