

MEDIATION AGREEMENT

Description of Dispute:

All claims and defenses asserted in the litigation matter styled [style/caption of case], including [detail of claims/defenses]

Parties to Mediation Agreement:

Plaintiff:

Defendant:

Effective Date of Mediation Agreement:

The parties hereby agree to settle this dispute in its entirety on the terms and conditions:

1. Terms and Conditions of Dispute Resolution:

The terms of this Mediation Agreement include the following settlement terms and conditions given in consideration of a full, complete and unconditional mutual release.

- Defendant's Obligations

- Plaintiff's Obligations

2. Release and Dismissal:

Each party releases the other from all complaints, demands and claims that were brought, or could have been brought, in this litigation, including but not limited to damages of every kind and character, lost wages and opportunities, mental anguish, costs, expenses and attorney fees.

Within 10 business days after execution of documents relating to the resolution of this dispute, and performance of the terms, conditions and obligations set out in Paragraph 1 of this Mediation Agreement, the parties shall file a stipulation of dismissal with prejudice of all actions.

3. Costs:

All parties will bear their own attorney fees and all other costs of suit, including mediator fees.

4. No Admission of liability:

By signing this Mediation Agreement, or complying with its terms, does not constitute an admission of liability on behalf of any party.

5. Representative capacity:

The party representatives are authorized to sign this Mediation Agreement, and the parties are legally bound through their respective authorized representatives. The party representatives warrant that he or she has full authority to bind his or her principal to the terms and conditions of this Mediation Agreement.

6. Binding Agreement:

The parties, including all affiliate, subsidiary, parent and related entities, acknowledge and agree that this Mediation Agreement is binding and enforceable, and the Mediation Agreement is an admissible document to prove the parties' agreement.

7. Integration:

This Mediation Agreement represents the complete understanding between the parties. No other promises or agreements shall be binding or shall modify this Agreement unless signed by the parties.

8. Mediator is Not a Legal Advisor:

To the extent that the Mediator assisted in the preparation of this Mediation Agreement, the Mediator did not act as an advocate for any party and did not give legal advice to any party. Each party, and its own legal counsel, reviewed and understood the Mediation Agreement before signing the Agreement. Each party relied exclusively on the counsel and advice given by its own attorney.

9. Signature In Counterparts:

This Mediation Agreement may be signed in counterparts and on separate signature pages. These separate signature pages will become part of the integrated Agreement.

10. Dispute Resolution:

If a dispute arises over the terms of, or whether there is compliance with, this Mediation Agreement, the parties agree to submit such dispute to binding arbitration pursuant to the now prevailing rules of the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org).

11. Future Attorney Fees:

In the event of a dispute or litigation arising out of this Mediation Agreement or the settlement contemplated hereby, the prevailing party shall be entitled to recover reasonable attorney fees, expenses and costs.

12. Confidentiality:

All parties and counsel agree that this settlement is confidential and the terms, conditions and obligations are not to be disclosed to anyone other than immediate family members, law firm members or others with a legal need to know or pursuant to a court order.

If any party or counsel is asked about the resolution of this matter, the only allowable response is, "the matter was resolved to the satisfaction of all parties and the settlement terms cannot be disclosed."

13. Non-Disparagement:

All parties agree that they will not make any disparaging or negative statement, written or oral, or engage in any negative communication about any opposing party or any opposing party's representatives or employees, or any opposing party's work, professional conduct or business.

14. Additional Documentation:

The parties agree that this Mediation Agreement, although binding and enforceable, may be replaced by, or supplemented by, additional documentation prepared by counsel for the parties within 10 business days following the effective date of this Mediation Agreement.

15. Mediator Limited Responsibility:

This mediation is subject to and governed by the terms and conditions of the Consent to Mediation previously approved by counsel for the parties.

Agreed as of this ___ day of _____, 20__.

by _____ its _____

by _____ its _____

APPROVED BY COUNSEL:
