

RESOLUTIONS, LLC MEDIATION AGREEMENT

PURPOSE

The purpose of the mediation is to attempt to arrive at a mutually acceptable resolution of the dispute in a cooperative, informal and private, rather than a legal, formal, and public manner.

MEDIATION PROCESS

The Mediator(s) may:

- Review written information submitted by the Parties.
- Have private, confidential conversations with the participants to develop information about the Parties' contentions and objectives.
- Conduct a mediation session with representatives of the Parties and their counsel.

To facilitate a resolution, the Mediator(s) and the Parties and their counsel will work to ensure that each Party appreciates the strengths and weaknesses of each of the Party's factual and legal contentions. Both in the exchange of information and opinions, and in the evaluation of that information, each Party will have the opportunity and responsibility candidly to disclose to the Mediator(s) the facts, theories, and opinions on which it intends to rely with regard to the matters in dispute.

In addition, the mediation process will focus on the interests and objectives of the Parties and possible solutions that the Parties believe would be fair, equitable, and mutually beneficial. Accordingly, each Party will be asked to work with the Mediator(s) in considering and evaluating solutions that would satisfy its own interests and those of the other Party(s).

The mediation session will be attended by representatives of the Parties with full settlement authority and may be attended by counsel. The Parties will follow the recommendation of the Mediator(s) regarding the agenda most likely to resolve the dispute. During the session, the Mediator(s) may have joint and separate meetings with the Parties and their counsel. Private meetings will be confidential vis-à-vis the other Parties. If a Party informs the Mediator(s) that information is conveyed by the Party to the Mediator(s) in confidence, the Mediator(s) will not disclose the information.

At the discretion of the Mediator(s) or upon the request of the Parties, the Mediator(s) will provide an evaluation of the Parties' cases and of the likely resolution of the dispute if not settled. The Parties agree that the Mediator(s) is at all times a neutral intermediary and is not acting as an advocate or attorney or providing legal advice on behalf of any party.

If necessary and if such discussions seem likely to be useful, the Parties and/or their representatives will make themselves available for further discussions or meetings after the mediation session.

CONFIDENTIALITY

This entire process is a compromise negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by RESOLUTIONS, LLC employees, who are the Parties' joint agents and Mediator(s) for purposes of these compromise negotiations, are confidential. Such offers, promises, conduct, and statements will not be disclosed to third parties and are privileged and inadmissible for any purpose, including impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule or common law provisions, including but not limited to the Massachusetts mediation privilege statute, G.L. c. 233, § 23C. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its use in the mediation.

DISQUALIFICATION OF MEDIATOR(S) AND EXCLUSION OF LIABILITY

The Parties agree not to call the Mediator(s) or any RESOLUTIONS, LLC employee as a witness or as an expert in any pending or subsequent litigation or arbitration involving the Parties and relating in any way to the dispute which is the subject of the mediation. The Parties and RESOLUTIONS, LLC agree that the Mediator(s) and any RESOLUTIONS, LLC employee will be disqualified as a witness or as an expert in any pending or subsequent proceeding relating to the dispute which is the subject of the mediation. The Parties agree to indemnify and defend the Mediator(s) and RESOLUTIONS, LLC from any subpoenas from outside parties arising out of this Agreement or mediation. The Parties agree that neither RESOLUTIONS, LLC nor any Mediator it provides is a necessary Party in any arbitral or judicial proceedings relating to the mediation or to the subject matter of the mediation. Neither RESOLUTIONS, LLC nor its employees or agents, including the Mediator(s) shall be liable to any Party for any act or omission taken in good faith in connection with any mediation conducted under this Agreement.

MISCELLANEOUS

This is a voluntary, non-binding mediation process. The parties agree to participate in good faith in the entire mediation process, but any Party may terminate its participation for any reason by written notification to RESOLUTIONS, LLC and the other Parties.

The Parties agree to comply with the schedule in Attachment A to this Agreement. The Parties agree to pay RESOLUTIONS, LLC as set forth in Attachment B to this Agreement.

The Parties agree that Massachusetts law shall govern this Agreement.

, Esq.
For.

, Esq.
For

PLEASE REVIEW THIS AGREEMENT, EXECUTE AND DATE IT ON BEHALF OF YOUR CLIENT, AND FORWARD IT VIA RETURN FAX (617) 556-9900. THE ORIGINAL MEDIATION AGREEMENT SHOULD BE RETURNED VIA MAIL WITH ACCOMPANYING CHECK BY _____.

ATTENTION: _____
