



# Asher Mediation<sup>™</sup>

## MEDIATION AGREEMENT

Re: \_\_\_\_\_  
(Case Name and Number)

The undersigned parties, representatives, and attorneys have agreed to mediate the above-referenced dispute with N. Denise Asher of Asher Mediation serving as the mediator (hereinafter “Mediator”). It is understood and agreed that this mediation is being conducted pursuant to Evidence Code Sections 1115-1128, 1152, 1154, and 1155. As such, all communications in this mediation, including all settlement proposals, are confidential, and may not be referred to in any later proceedings and/or reported to any judge or other hearing officer. However, it is acknowledged and agreed that notwithstanding those provisions, this Agreement, and any written settlement agreement arising out of this mediation, will be admissible into evidence solely for the purpose of enforcing the terms of the settlement pursuant to C.C.P. Section 664.6.

The Mediator will be serving as a neutral intermediary to facilitate discussions, negotiations, and settlement of this matter. The Mediator does not represent any party to this mediation and will not advocate the position of any party. Statements by the mediator do not constitute legal advice, and the parties are encouraged to rely solely upon the advice of their own legal counsel. Similarly, any assistance rendered by the Mediator in preparing a settlement agreement is not legal advice, and the parties should have any settlement agreement reviewed and approved by their own counsel.

If the Mediator is requested to engage in post-mediation activities, including follow-up telephone conversations, written communications, and/or subsequent mediation sessions, all communications made during such activities will remain subject to this Agreement.

Executed on \_\_\_\_\_, 2008, at the mediation.

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N. Denise Asher, Mediator  
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