

MEDIATION AGREEMENT

This Agreement ("Agreement") is entered into by and between the parties on whose behalf this Agreement has been executed below (the "Parties"). This Agreement shall be deemed to be effective as of <>.

The Parties are parties to that certain litigation entitled <>. ("the Litigation").

The Parties desire to engage in a good faith effort to resolve and settle the Litigation through non-binding mediation with the assistance of Richard L. Gilbert, Attorney at Law (the "Mediator"). In order to promote the good faith resolution of the Litigation through the mediation process ("Mediation"), the Parties agree as follows:

1. Role of Mediator The parties and their counsel represent and warrant that they have made a good faith effort to discover and disclose any prior relationships between them and the Mediator. The parties acknowledge and agree that the role of the Mediator is that of an impartial neutral and, as such that the Mediator cannot act as advocate, representative or counsel for any party during the Mediation or in connection with the Litigation. The parties shall look solely to their counsel for advice and representation concerning the Mediation and the Litigation. It is understood and agreed that no attorney-client relationship is established between any party and the Mediator by virtue of the Mediation or by virtue of any opinion or valuation that the Mediator may express during the Mediation. The Mediator shall have no authority to make binding determinations or impose settlements or require concessions of any party and any agreements, which are reached during the Mediation shall, as necessary, be embodied in separate written agreements between the settling parties.

2. Confidentiality of Mediation The Parties agree that the Mediation, and all discussions, conferences, or exchanges of documents or information, however transmitted, are subject to the provisions of California Evidence Code Section 1115, et seq. in effect as of the effective date of this Agreement and without regard to any subsequent amendment or repeal.

3. Meetings and Conferences The Parties acknowledge and agree that the Mediator may meet either jointly with all Parties or separately with one or more parties and/or their counsel during the Mediation. The Mediator will treat as confidential and will refrain from disclosing to any other party any information disclosed to the Mediator in such a separate caucus whenever requested by the disclosing party. So long as the Parties agree that the Mediation process is to continue, the Mediator may conduct such meetings in person, by telephone, by email by the exchange of writings or otherwise, whether before, during or after the formally scheduled Mediation session.

4. Immunity of Mediator The Parties agree that the Mediator shall have the same statutory and common law immunity as judges and arbitrators from suit, damages or equitable relief and from compulsory process to testify or produce evidence based on or concerning any action, statement or communication during or concerning the Mediation conducted pursuant to this Agreement.

5. Benefit of Agreement This Agreement shall be binding upon, and shall inure to the benefit of the Parties and their successors and assigns and the Mediator shall be deemed a third party beneficiary of this Agreement.

6. Responsibility for Costs of Mediation Each party shall bear their own costs and attorneys fees in connection with the Mediation. The fees of the Mediator shall be computed at the Mediator's published hourly rates for time spent in connection with the Mediation. The Mediator will look to counsel for payment of fees. The Parties have agreed that the Parties shall share responsibility for payment of such costs in equal shares.

By their signatures below, the Parties and their Counsel evidence their understanding of and agreement to each of the foregoing terms and conditions. This Agreement may be executed, including by facsimile or by electronically reproduced signatures, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Plaintiff(s) and Counsel	Defendant(s) and Counsel Insurance Representatives
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<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Representing</i>	<i>Representing</i>

<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Representing</i>	<i>Representing</i>

<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Representing</i>	<i>Representing</i>