SETTLEMENT CONFERENCE CONFIDENTIALITY AGREEMENT

Case Name and Number:

Agreement Concerning Conference

   In order to promote communication among the parties and to facilitate resolution of the dispute, the participants agree as follows:

   1. This settlement conference process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such process from later discovery and/or use in evidence.

   2. The participants' sole purpose in conducting or participating in the settlement conference is to compromise, settle or resolve their dispute, in whole or in part. The parties affirm their obligation to negotiate in good faith in an effort to amicably resolve this matter.

   4. MAGISTRATE JUDGE TARNOFSKY is serving as a neutral intermediary and settlement facilitator. In that capacity, she may point out weaknesses in the party's cases, but is not acting as an advocate for any party. The privileged character of any information or documents is not altered by disclosure to Magistrate Judge Tarnofsky in an ex parte conference. Magistrate Judge Tarnofsky's subsequent oral and written communications with the parties, if any, that are part of any continuing effort to resolve the dispute are subject to this Agreement.

   5. The parties consent to ex parte communications with the court for purposes of settlement.

   6. ANY WRITTEN SETTLEMENT AGREEMENT, SETTLEMENT MEMORIALIZED ON THE RECORD, MEMORANDUM OF UNDERSTANDING REACHED OR BINDING TERM SHEET SIGNED AT THE SETTLEMENT CONFERENCE IS SUBJECT TO DISCLOSURE, BINDING, ENFORCEABLE, AND ADMISSIBLE to prove the existence of and/or to enforce the settlement agreement.

   7. Nothing herein alters the parties' rights and defenses under the Federal Rules of Civil Procedure with respect to discovery of facts relevant to the matter.

Executed on _____

Name   for Plaintiff/Defendant/Insurer

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_____   _____

SETTLEMENT CONFERENCE CONFIDENTIALITY AGREEMENT

Case Name and Number:

Name   for Plaintiff/Defendant/Insurer

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