

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

IN RE: HURRICANE IDA CLAIMS

EXHIBIT "A"

STIPULATION FOR MEDIATION

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, that:

1. The parties agree to submit their dispute to mediation pursuant to the SSP, as specified in Case Management Order No. 1 and in any relevant supplements.
2. No party shall be bound by anything said or done during the mediation, unless either a written and signed stipulation is entered into or the parties enter into a written and signed agreement. The appointed neutral may meet in private conference with less than all parties. Information obtained by the neutral, either in written or oral form, shall be confidential and except as provided by Order of the Court it shall not be revealed by the neutral unless and until the party who provided that information agrees to its disclosure.
3. The mediation process shall be considered a settlement negotiation for the purpose of all federal and state rules protecting disclosures made during such conferences from later discovery or use in evidence. The entire procedure shall be confidential, and no stenographic or other record shall be made except to memorialize the terms of a settlement. All communications, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such communications, statements, promises, offers, views, and opinions shall not be subject to any discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence solely because it was used in connection with this mediation process.
4. The appointed neutral and his or her agents shall have the same immunity that judges and court employees have under federal law, and the common law, from liability for any act or omission in connection with the mediation, and from compulsory process to testify or produce documents in connection with the

mediation.

5. The parties (i) shall not call or subpoena the appointed neutral as a witness or expert in any proceeding relating to: the mediation, the subject matter of the mediation, or any thoughts or impressions which the appointed neutral may have about the parties in the mediation, and (ii) shall not subpoena any notes, documents, or other material prepared by the appointed neutral in the course of or in connection with the mediation, and (iii) shall not offer into evidence any statements, views, or opinions of the appointed neutral.
6. The appointed neutral's services have been made available to the parties through the dispute resolution procedures sponsored by the Court. In accordance with those procedures, the appointed neutral represents that he or she has taken the oath prescribed by 28 U.S.C. § 453.
7. In accordance with the requirements of Case Management Order No. 1, any party to this Stipulation is required to attend at least one session and, as may be directed by the appointed neutrals and/or the Chief Administrator, as many other sessions thereafter as may be helpful in resolving this dispute.
8. An individual with final authority to settle the matter and to bind the party shall attend the mediation on behalf of each party.

Dated: _____

Plaintiff

Defendant

Attorneys for Plaintiff

Attorneys for Defendant

Consented to: _____
Appointed Neutral