**ATTORNEY DISQUALIFICATION AGREEMENT FOR MEDIATION**

Wife and Husband are participants in mediation with Forrest S. Mosten, Mediator.

The parties agree that the engagement of consulting attorneys by each party will facilitate the mediation process by providing legal advice and support to each party without the concern that either attorney might later be a litigation attorney for the other party.

The parties further agree that the below disqualification of attorneys upon any termination of mediation will permit the attorneys to support the parties’ commitment to resolve all matters within the safe confidential container of mediation without threats of court action or court action itself.

Both parties agree that should mediation terminate and the attorneys are disqualified, there will be additional expense and time necessary to engage substitute legal counsel.

The parties agree that all communications by either the party or the mediator with their respective attorney will remain confidential. The mediator is authorized to communicate with the consulting attorney of each party and such communications shall be confidential from the other party/attorney.

The mediator shall send summary letters of mediation sessions and drafts of any proposed agreements to the consulting attorneys for review.

Each attorney retained as consulting attorney shall be bound by the terms of this agreement. Should the mediation terminate due to request for termination by either party or the mediator, each consulting attorney, and any attorney in association with such attorney, shall immediately withdraw and terminate legal services and except for transferring the file to subsequent attorney, the consulting attorney is forever disqualified from performing any further legal work for the party, including but not limited to appearing as an attorney of record in contested matters for either party named above in this proceeding or in any other family law or civil matter involving both parties. An attorney shall be deemed “in association” if, at any time during the pendency of these proceedings or future family law proceedings between these parties, such attorney is the employer or employee of, or co-employee with, or shares a relationship of partnership or independent contractor status with any attorney named above.

This disqualification agreement does not apply to any other aligned mental health or financial professional involved in the mediation absent written agreement of the parties to disqualify such professionals.

All neutral mental health or financial professionals involved in the mediation are disqualified from participating in any litigation or having their work product admissible in any court proceeding absent written agreement of the parties modifying this disqualification consistent with California Mediation Confidentiality Law.