

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

DANIEL HEROUX, ET ALS.
Plaintiffs

vs.

LOUIS A. GELINEAU, ET ALS.
Defendants.

C.A. No. P92-5807
and related cases
consolidated for management
under Administrative Order
2002-2

AGREEMENT TO MEDIATE

1. The above-referenced parties agree to submit the above captioned claim/dispute non-binding mediation.
2. The above-referenced parties further agree that this claim shall be submitted to **COMMONWEALTH MEDIATION & CONCILIATION, INC. (CMCI)** for non-binding mediation in accordance with CMCI's Mediation Rules, which rules are incorporated by reference herein. Reference is specifically made to CMCI Mediation Rule 12, and R.I.G.L. § 9-19-44.
3. The parties agree that CMCI shall be paid a fee of \$400.00 per hour of mediation, plus reasonable out of pocket expenses. The parties agree that each side will pay its share of said fees and expenses.
4. The parties, their counsel, the mediator, and CMCI agree they will keep confidential and will not communicate or disclose to anyone, except as provided below, the fact of this agreement to mediate. The plaintiffs may, however, share information concerning the mediation with their parents, spouses, children, therapists, financial advisors, attorneys, accountants or any taxing authority, but any such person must be first advised that the information is confidential and may not be further disclosed.

The defendants are free to disclose the same information to any individuals reasonably required to implement any settlement, as well as their financial advisors, attorneys, or accountants, but such person must be first advised that the information is confidential and may not be further disclosed. The defendants are free, however, to reveal to any insurer the terms of any settlement, or introduce any settlement agreement as an exhibit in any litigation proceedings against an insurer.

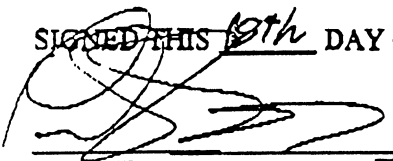
Any statements made by either side cannot be used against either party in court if the claim/dispute is not resolved. Any monetary compromises cannot be used against either party if the claim/dispute is not resolved.

CMCI, its officers, staff, and the mediator agree, under no circumstances, to disclose to anyone, other than the parties mentioned herein, their participation in the mediation or the fact of this agreement to mediate, the existence of settlement negotiations, statements made during mediation, and the fact or terms of any settlement which may be reached as a result of mediation.

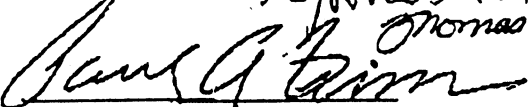
Handwritten signatures of the parties and mediator, including a signature that appears to be 'D.H.' and another that appears to be 'L.A.G.'.

The forgoing is not an agreement that settlements themselves will be confidential but that the confidentiality of the settlement process and discussions be preserved.

SIGNED THIS 19th DAY OF


Plaintiff's Attorneys *of and by Ryan*

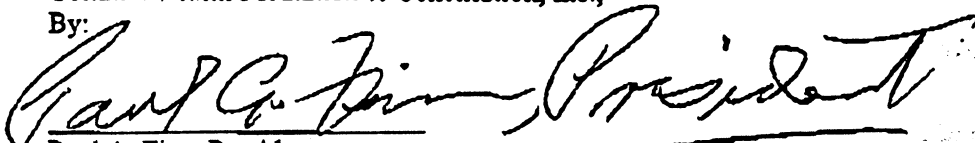
William Murphy #1301 for Hierarchical Defendants
Defendant's Attorney *James T. Murphy Hierarchical Defendants*
Thomas R. Bender Hierarchical Defendants


The Mediator(s)

↑
See
next
"Ryan"
+
last
clause
in
first
next

Commonwealth Mediation & Conciliation, Inc.,

By:


Paul A. Finn, President