

AGREEMENT TO MEDIATE

CHARGE NUMBER: 473-2012-00832

FEPA NUMBER:

Charging Party: Vogel D. Newsome

Respondent: THE GARRETSON FIRM RESOLUTION GROUP, INC.

This is an agreement by the above parties to participate in mediation in the above referenced charge. The parties understand that mediation is a voluntary process, which may be terminated at any time. The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediator(s).

The mediator(s) will not function as the representative of either party. However, the mediator(s) may assist the parties in crafting a settlement agreement. Each party acknowledges being advised to seek independent legal review prior to signing any settlement agreement. The parties acknowledge that they have received a copy of the Mediation Fact Sheet. The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if an impasse occurs or either party or the mediator deems the case inappropriate for mediation.

The parties acknowledge that participation in the scheduled mediation does not constitute an admission by either party of any wrongdoing or of a violation of the laws enforced by EEOC. Furthermore, the Charging Party acknowledges that participation in the scheduled mediation by the Respondent does not commit the Respondent to providing a monetary resolution of the matter.

The parties recognize that mediation is a confidential process and agree to abide by the terms of the attached Confidentiality Agreement. The parties acknowledge that if a settlement is reached as a result of the mediation, the assigned mediator(s) is required to report to EEOC any benefits received. This information is reported only for purposes of providing aggregate data to the EEOC for mediation program evaluation purposes, and the individual terms of the agreement will not be disclosed to the public.

_____ Charging Party	_____ Date	_____ Respondent	_____ Date
Vogel D. Newsome		THE GARRETSON FIRM RESOLUTION GROUP, INC.	
_____ Charging Party Printed Name		_____ Respondent Printed Name	
(513) 680-2922 / (601) 885-9536		(513) 794-0400 /	
_____ Charging Party Phone & Cell Phone		_____ Respondent Phone & Cell Phone	
_____ Charging Party's Representative	_____ Date	_____ Respondent's Representative	_____ Date
_____ CP Representative Printed Name		_____ R Representative Printed Name	
/		/	
_____ CP Representative Phone & Cell Phone		_____ R Representative Phone & Cell Phone	



**U.S. Equal Employment Opportunity Commission
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May 7, 2012

CONFIDENTIALITY AGREEMENT

EEOC NUMBER: 473-2012-00832

1. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed with the EEOC.
2. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
3. Any communications between the ADR Coordinator and the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
4. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
5. Mediation sessions will not be tape-recorded or transcribed by the EEOC, the mediator or any of the participants. All information including all notes, records, or documents generated during the course of the mediation shall be destroyed at the conclusion of the session. Parties or their representatives are not prohibited from retaining their own notes. However, EEOC will not maintain any such notes or records as part of its record keeping procedures.
6. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement. If the charge(s) is not resolved through mediation, it is understood by the parties that the charge(s) will be transferred to the investigative unit for further processing.

CHARGING PARTY DATE

RESPONDENT DATE

CHARGING PARTY DATE
REPRESENTATIVE

RESPONDENT DATE
REPRESENTATIVE