

DISTRICT COURT OF MARYLAND



CASE NUMBER: \_\_\_\_\_

TRIAL DATE: \_\_\_\_\_

Settlement Attorney ID #: \_\_\_\_\_

PLAINTIFF(S): \_\_\_\_\_

DEFENDANT(S): \_\_\_\_\_

**AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR):  
SETTLEMENT CONFERENCE**

Any person who is present or otherwise participates in the settlement conference must sign this Agreement to Participate acknowledging they understand and agree to the following:

1. **DEFINITION OF SETTLEMENT CONFERENCE:** A settlement conference is a form of alternative dispute resolution (ADR) and a process in which an impartial settlement conference attorney helps participants reach their own voluntary agreement to resolve all or part of a dispute.
2. **VOLUNTARY PARTICIPATION:** Participation in this settlement conference is voluntary. The participants or the settlement conference attorney may end the session at any time for any reason.
3. **ROLE OF THE SETTLEMENT CONFERENCE ATTORNEY AND PARTICIPANTS:**
  - The settlement conference attorney will meet with the participants, their attorneys, or both and discuss the issues and positions of the participants in an attempt to agree on a resolution of all or part of the dispute.
  - The settlement conference attorney does not serve as a judge and will not decide who is right or wrong, or how the dispute is resolved.
  - The settlement conference attorney will not offer or provide legal representation, legal advice, or legal services. The participants may consult with a lawyer at any time.
  - The settlement conference attorney may engage in neutral case evaluation, neutral fact-finding, and may recommend the terms of an agreement.
  - The participants shall decide whether or not to settle their dispute and, if so, on what terms.
  - If requested, the settlement conference attorney may record points of agreement expressed and agreed by the participants.
4. **CONFLICTS OF INTEREST:** The settlement conference attorney will disclose any actual and potential conflicts of interest reasonably known to them. Participants should also raise any actual or potential conflicts of which they are aware. In the event of an actual or potential conflict, the settlement conference attorney or the participants may decline to participate or withdraw from the session.
5. **CONFIDENTIALITY:** Anything that is said or done during the settlement conference will be held as confidential by the settlement conference attorney, ADR Office staff, and any neutral observers. A participant in a settlement conference may not disclose (or be required to disclose) a settlement conference communication in any judicial, administrative or other proceeding.

A settlement conference communication is any communication, whether spoken, written or nonverbal, made as part of a settlement conference, including a communication made for the purpose of considering, initiating, continuing, reconvening, or evaluating a settlement conference or settlement conference attorney.

- a. There are some exceptions to this confidentiality:  
The settlement conference attorney, a participant, or any person present in the settlement conference may disclose or report settlement conference communications:
  - 1) to a potential victim or the appropriate authorities to the extent they reasonably believe necessary to help prevent serious bodily harm or death to the potential victim;

- 2) relevant to the assertion of or defense against allegations of settlement conference attorney misconduct or negligence;
- 3) relevant to a claim or defense that an agreement arising out of the settlement conference should be rescinded because of fraud, duress, or misrepresentation;
- 4) to disclose an act of violence that occurred during the settlement conference; or,
- 5) if they know or have reason to believe that a person was bitten or scratched by an animal (Code of Maryland Regulations §10.06.02.05).

b. Additionally, the settlement conference attorney may be required to disclose or report the following if they know or have reason to believe that:

- 1) a child, a vulnerable adult, or a person with a developmental disability has been subjected to abuse or neglect (Family Law Article § 5-704, 5-705 and 14-302; and Health - General § 7-1005); or
- 2) a lawyer has committed a serious violation of the Maryland Lawyers’ Rules of Professional Conduct (Maryland Rule 19-308.3).

c. The presence of a weapon in the settlement conference is an exception to confidentiality. A foundational premise of the settlement conference session is that participants feel safe to participate fully, and the presence of a weapon may compromise a participant’s feeling of, or actual, safety. If the settlement conference attorney becomes aware of the presence of a weapon, s/he will immediately suspend or terminate the settlement conference and inform the nearest bailiff, in accord with District Court of Maryland policies and procedures concerning the presence of handguns, firearms and other weapons.

6. **SETTLEMENT AGREEMENT:** If a settlement agreement is reached, all of the terms may be written down, read onto the court record and will be placed in the court file. The participants that agree to the terms will sign and receive a copy of the settlement agreement. Any settlement agreement that results from this settlement conference is not confidential unless the participants agree in writing that it shall be confidential, subject to the approval of the judge.

**I VOLUNTARILY AGREE TO PARTICIPATE IN THIS SETTLEMENT CONFERENCE AS DESCRIBED ABOVE:**

Plaintiff’s Signature	Date	Defendant’s Signature	Date
Plaintiff’s Attorney’s Signature (if applicable)	Date	Defendant’s Attorney’s Signature (if applicable)	Date
Settlement Conference Attorney Signature	Date	Observer Signature	Date
Role	Date	Role	Date

If you have any questions or comments about your settlement conference experience, please contact the District Court ADR Office at 410-260-1676 or 1-866-940-1729.