

MEDIATION CONFIDENTIALITY AGREEMENT

CASE NAME:

DATE OF MEDIATION:

Consistent with California Evidence Code sections 703.5 and 1115-1128, and judicial interpretations thereof, the participants in this mediation session agree that they shall treat as "confidential information" anything that happened or was said or any document that was developed in connection with the mediation session. Such "confidential information" shall not be disclosed to anyone not involved in any existing litigation, or any litigation that may arise, concerning the subject matter of this mediation session, shall not be disclosed to any judicial officer assigned to any such litigation, and shall not be used for any purpose, including impeachment, in any pending or future proceedings unless all parties and the mediator agree.

The parties further agree that evidence which is otherwise admissible or subject to discovery or disclosure shall not be made inadmissible or be protected from disclosure solely by reason of its introduction or use during the mediation. Further, disclosure of information during the mediation session that is otherwise privileged shall not lose its privileged character.

The parties further agree not to subpoena the mediator or any documents submitted to or prepared by the mediator in connection with or during the mediation. The mediator shall not voluntarily testify on behalf of any party to the mediation in any litigation arising out of or based in any way upon the subject matter of the mediation.

This agreement shall not render inadmissible any written settlement agreement reached as a result of the mediation in any action to enforce such settlement.

_____ Dated: _____
Mediator

Dated: _____ Dated: _____