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CONFIDENTIALITY AGREEMENT

In the Matter of the Mediation between

IT IS HEREBY STIPULATED AND AGREED by and between the parties below that:

All communications during the mediation and mediation consultation shall remain confidential pursuant to California Evidence Code §§ 1115-1128.

Without the consent of all persons who participated in the mediation, anything said, or any document prepared during the mediation is not admissible in evidence, or subject to discovery and shall not be compelled, in any civil action, administrative adjudication or other non-criminal proceeding in which testimony can be compelled.

The parties agree not to call the mediator to testify or obtain his notes concerning the mediation or mediation consultation, for any civil action, administrative adjudication, or other non-criminal proceeding.
Limitation: the mediator will report and not maintain as confidential information concerning the commission of a crime of violence.

NOTE: Contrary to the provisions of Evidence Code §§ 1125 (a) (5), for purposes of confidentiality, the mediation will end only when one of the parties or the mediator notifies all other parties in writing that the mediation has terminated.

(Mediator)

(Signature and Date)

(Name and Title)

(Signature and Date)

(Name and Title)

(Signature and Date)