



CASE NAME: \_\_\_\_\_

FRS CASE NO: \_\_\_\_\_

### **CONFIDENTIALITY AGREEMENT (California)**

In order to obtain the benefit of full and free discussion of issues and to arrive at a mutually agreeable resolution of the dispute, all participants to this mediation agree as follows:

1. This mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such process from later discovery and/or use in evidence. For the sake of clarity, the parties hereby expressly acknowledge that the provisions of Cal. Evid. Code §§ 703.5, 1115 through 1128, and/or Fed. R. Evid. 408 apply to this mediation. This Confidentiality Agreement (“Agreement”) extends to all present and future proceedings of any nature.

2. The privileged character of any information or documents is not altered by disclosure during the mediation process. The parties shall not subpoena the mediator or any documents submitted by the parties or prepared by the mediator during or in connection with the mediation process. The mediator shall not testify voluntarily on behalf of any party.

3. The parties hereby expressly agree that this Agreement and any written settlement agreement resulting from this mediation shall be admissible to prove the existence of and/or to enforce said agreement in any subsequent proceeding under Cal. Code of Civil Pro. § 664.6, Cal. Evid. Code § 1123, Fed. R. Evid. 408(b), and/or any other applicable law.

4. Since the participants are disclosing information in reliance upon this Agreement, any breach of this Agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this Agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this Agreement.

5. The mediator’s statements do not constitute legal advice to any party. Accordingly, the parties are *strongly* encouraged to seek legal advice from their own counsel. If the mediator assists in preparing a settlement agreement, each participant is *strongly* advised to have the agreement independently reviewed by their own counsel before executing the agreement. The mediator has no liability for any act or omission in connection with the mediation.

6. This Agreement may be signed before, during, or after the mediation.

Participants and counsel:

Dated: \_\_\_\_\_

Mediator: \_\_\_\_\_

Party: \_\_\_\_\_

Attorney: \_\_\_\_\_

Party: \_\_\_\_\_

Attorney: \_\_\_\_\_

Party: \_\_\_\_\_

Attorney: \_\_\_\_\_

Party: \_\_\_\_\_

Attorney: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_