



Office of the Court Executive
Superior Court of the State of California
County of Kings

Nocona Soboleski
Court Executive Officer
and
Clerk of the Court

Mediation Confidentiality Agreement

Case Number: _____

1. The parties hereby stipulate to mediation and, in doing so, agree to the following:

Confidentiality

2. The provisions of the Evidence Code §§1115-1129 apply to this mediation, including the requirement for counsel to obtain from client(s) the printed disclosure regarding confidentiality, as set forth in §1129.
3. The parties hereby agree that, by signing this Agreement, the mediation will be confidential. Therefore, nothing the parties present during mediation, verbally or in the form of documents, will be admitted into evidence in a future court proceeding. However, any evidence otherwise admissible, or subject to discovery outside of the mediation, is not protected under the confidentiality portion of this Agreement.
4. The mediator in this matter may not be called as a witness at a hearing or any other court proceeding. Furthermore, you cannot compel the mediator to disclose the substance of any discussions that take place during the mediation.

Exceptions to Confidentiality

5. If the parties come to a mutually acceptable written agreement, as a result of this mediation, confidentiality does not protect the written agreement. Your signature on the written agreement constitutes a waiver of confidentiality, for that specific agreement, pursuant to Evidence Code §1122. If the mediator, or any participant, becomes aware of the commission, or likely commission, of a crime, confidentiality may be inapplicable.
6. You have the right to speak with an attorney regarding conversations that take place during mediation. Therefore, you are allowed to disclose otherwise confidential information to your attorney.

Mediator's Responsibilities

7. The mediator, and the parties involved in this matter, agree that the mediator is not practicing law and owes no legal duty to them by virtue of their capacity as mediator for this case. The mediator will not act as either party's attorney either during mediation or any time in the future. Additionally, the mediator agrees not to take sides or favor one party over another.
8. The mediator has no power to make decisions, or authority to render a binding judgment, on the parties. Therefore, your participation in this mediation is completely voluntary.

I have read the forgoing and agree to be bound by the terms hereof:

Petitioner (Print Name)

Respondent (Print Name)

Petitioner (Signature) Date

Respondent (Signature) Date

Attorney for Petitioner (Print Name)

Attorney for Respondent (Print Name)

Attorney for Petitioner (Signature) Date

Attorney for Respondent (Signature) Date

Mediator Date