

KENNETH E. MEYER, ESQ.

Mediator
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CONFIDENTIALITY AGREEMENT

CASE :
CASE NO. :
DATE :

Each of the parties and their respective counsel as identified by signatures below have signed to voluntarily in the legal dispute(s) which are the subject of the above-referenced matter.

The parties acknowledge that the mediator is impartial and cannot act as an attorney or representative for any party and has no authority to make any binding decisions, impose settlements or require concessions from any party.

The mediation to which this agreement pertains shall be subject to the provisions of Evidence Code section 1115 et seq. All statements and/ or writings (as defined by Evidence Code section 250) made for the purpose of, in the course of, or pursuant to the mediation of consultation as defined by Evidence Code sections 1115 shall be inadmissible in any civil proceeding pursuant to Evidence Code section 1119. This shall include the fact of mediation as well as all communications, negotiations or settlement discussions by and between all participants in the course of such mediation or mediation consultation. All participants agree that any such communications shall remain confidential pursuant to Evidence Code section 1119(c).

A written settlement agreement reached in the course of mediation shall be admissible and enforced pursuant to Evidence Code sections 1123 or 1124, as applicable, and may be enforced by any party by motion to the court of pending jurisdiction pursuant to Code of Civil Procedure section 664.6.

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