



Rita M. Lauria, JD, PhD

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### **MEDIATION CONFIDENTIALITY AGREEMENT**

**Case Name:**

**Case No:**

In order to promote communication among the Parties and the Mediator and to facilitate settlement of the dispute all parties and counsel agree as follows:

1. The parties consent to the appointment of \_\_Rita M. Lauria, Esq.\_\_ to act as mediator in this matter and elect to mediate their civil dispute pursuant to applicable law including the confidentiality provisions set forth in California Evidence Code sections 703.5 and 1115-1128, and/or Rule 408 of the Federal Rules of Evidence, and with California Code of Civil Procedure section 1775.10. The mediator shall act as impartial advocate for resolution and shall use her best efforts to assist the parties in reaching a mutually acceptable agreement.

2. Mediation is a voluntary process. The mediator does not provide legal advice or represent any participant or engage in the practice of law in connection with the mediation, and does not have authority to compel settlement. Participants are encouraged to consult with their own attorney regarding their legal rights and responsibilities and before executing any settlement agreement.

3. Other than any Settlement Agreement executed pursuant to mediation and to the extent consistent with applicable law, the parties intend that statements made and writings prepared pursuant to mediation shall be deemed privileged and inadmissible for any purpose, nor shall participants or counsel seek to compel the mediator to testify or produce any writings prepared by the mediator in connection with this mediation.

4. Any party breaching this agreement agrees to indemnify the non-breaching parties and the mediator for all costs, expenses and fees, including attorneys' fees that may be incurred as a result of such breach.

5. Notwithstanding any other provision herein, this Confidentiality Agreement shall be admissible as evidence to prove and enforce its provisions.

Executed on \_\_\_\_\_ 20\_\_, at the mediation.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_