



# RCBA Dispute Resolution Service, Inc.

A Nonprofit Corporation

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## Confidentiality Agreement

RE: Mediation Case: \_\_\_\_\_

Case Number (if any): \_\_\_\_\_ County: \_\_\_\_\_

**So as to allow open communication between the parties and to promote resolution of the dispute, the parties agree as follows:**

1. That this process of mediation is acknowledged to be settlement negotiations and therefore all state and federal rules protecting such disclosures will be protected from use in any evidence and/or later discovery.
2. California Evidence Code §703.5 and §1115 through §1128 (which the parties hereto acknowledge they have read and understand) shall apply to this mediation. This agreement applies to not only all present, but also to all future administrative, judicial, civil, arbitral and quasi judicial proceedings.
3. The parties hereto acknowledge that their sole purpose as it relates to this mediation is to compromise, resolve or settle in whole or in part, their dispute.
4. The parties furthermore hereto waive the automatic termination divisions of Evidence Code §1125 (a)(5). It is further agreed that this document may be signed before, after or during this mediation and still be effective. The confidential-privilege character of any information or evidence, documents or materials is not altered by disclosure of such to the mediator. It is entirely possible that this mediation may continue beyond the date that it originally began and accordingly, the mediator's subsequent written or oral communications as it relates to the mediation participants constitutes a continuing effort to resolve the dispute and, therefore, subject to this agreement.
5. California Code of Civil Procedures §664.6 applies to this agreement and, therefore, any documentation prepared during or at the conclusion of the mediation is subject to disclosure, and is binding and enforceable and admissible to sue the existence and/or to enforce the settlement agreement.
6. The parties hereto also acknowledge and agree that any breach of this agreement would cause an irreparable injury for which monetary damages would not be sufficient or adequate and, therefore, any party to this agreement may obtain injunctive relief to prevent disclosure of confidential information which is in violation of this agreement.
7. Mediator will not be acting as an advocate for any party, but rather as a neutral intermediary and settlement facilitator. Accordingly, the mediator's representations and/or statements are not in any form legal advice to any party. Therefore, all parties understand and agree that they are to seek legal advice from their own counsel and not to rely upon advice whatsoever from the mediator, including any assistance the mediator provides in preparing any settlement documentation.

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Name Date

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Name Date

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