

Robert A. Jones
Jones Law Group

CONFIDENTIALITY AGREEMENT

In the matter of: _____

In Order to promote communication among the parties and the mediator and to facilitate settlement of the dispute, all parties agree as follows:

1. The mediator is a neutral intermediary who may not act as an advocate for any party. The mediator also has no liability for any act or omission in connection with the mediation.
2. All statements made during the course of the mediation are privileged settlement discussions, are made without prejudice to any party's legal position, and are non-discoverable and inadmissible for any purpose in any legal proceeding.
3. The privileged character of any information is not altered by disclosure to the mediator. Disclosure of any records, reports, or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or to testify in any proceeding as to (i) any records, reports, or other documents received or prepared by the mediator or (ii) information disclosed or representations made in the course of the mediation or otherwise communicated by or to the mediator in confidence.
4. Unless otherwise provided by law, except in a proceeding for the purpose of enforcing an enforceable agreement resulting from the mediation to settle the dispute, no aspect of the mediation shall be relied upon or introduced as evidence in any arbitral, judicial, or other proceeding, including, but limited to:
 - a. Views expressed or suggestions made by a party with respect to a possible settlement of the dispute;
 - b. Admissions made in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator or the response of any party; and
 - d. Evidence supporting removal or remand proceedings.
5. Since the parties are disclosing sensitive information in reliance upon this agreement of confidentiality, 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.

6. Any party breaching this agreement shall be liable for and shall indemnify the non-breaching parties and the mediator for all costs, expenses, liabilities, and fees, including attorneys' fees, which may be incurred as a result of such breach.

7. To the extent that they are applicable, state and federal laws and rules of evidence, including California Evidence Code sections 1115-1128, shall apply to this mediation.

Executed on _____

Robert A. Jones, Mediator _____

Parties:

Parties:
