



In-Person Mediation Guidelines & Confidentiality Agreement

CASE NAME

CASE # (Assigned by AIR CRE Mediation)

DATE OF MEDIATION

CONFIDENTIALITY AND PRIVACY

Only people who have reviewed, agreed to and executed the In-Person Mediation Guidelines & Confidentiality Agreement (below) may be present in the mediation session. This agreement does not prohibit the reporting of general statistical and administrative information to AIR CRE.

1. The mediation process shall be considered settlement negotiations for the purposes of all state and federal rules protecting disclosure made during settlement negotiations.
2. California Evidence Code sections 703.5 and 1115-1129 apply to the mediation process consistent with California Code of Civil Procedure section 1775.10.
3. Consistent with the principle of mediation confidentiality, no written or oral communications made by any party, attorney, mediator, or other participant in any session in this case may be used for any purpose in a pending or future legal proceedings unless all parties, including the mediator, agree.
4. Disclosure of information that is otherwise privileged shall not change the privileged character of that information.
5. The parties shall not subpoena the mediator(s), or any documents submitted to or prepared by the mediator or in connection with the mediation process. The mediator shall not testify voluntarily on behalf of a party.
6. A written settlement agreement reached as a result of this mediation is admissible in an action to enforce the written settlement agreement.

SIGNATURES

MEDIATOR

SIGNATURE

DATE

CLAIMANT

SIGNATURE

DATE

CLAIMANT'S ATTORNEY

SIGNATURE

DATE

OTHER PARTICIPANT

SIGNATURE

DATE

RESPONDENT

SIGNATURE

DATE

RESPONDENT'S ATTORNEY

SIGNATURE

DATE

OTHER PARTICIPANT

SIGNATURE

DATE