

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

Case No. _____

Stipulated Agreement to Mediation

1. The parties hereby stipulate to mediation with the Family Law ADR program.

Confidentiality

2. The provisions of the Evidence Code §1115-1128 apply to this mediation.
3. The parties hereby agree that by signing this statement that your mediation will be confidential. This means that nothing that the parties say during mediation or documents presented will be later admitted into evidence in a court proceeding. However, any evidence otherwise admissible or subject to discovery outside of mediation is not protected just because it is used in mediation.
4. The mediator in this matter may not be called as a witness at a hearing or other court proceeding, and further you cannot compel the mediator to disclose the substance of any discussions that take place during the mediation.

Exceptions to Confidentiality

5. If the parties come to a mutually acceptable written agreement as a result of this mediation, confidentiality does not protect this written agreement. Your signature on that agreement constitutes a waiver of confidentiality for only that agreement pursuant to Evidence Code §1122. If the mediator or any participant becomes aware of the commission or likely commission of a crime, confidentiality may be inapplicable.
6. You have a right to speak with an attorney regarding conversations during the mediation. This permits you to disclose otherwise confidential information to your attorney.

Mediator's Responsibilities

7. The mediator and the parties involved in this matter agree that the mediator is not practicing law, and owes no legal duty to them by virtue of their capacity as mediator of this case. The mediator will not act as either party's attorney either during the mediation or any time in the future. Additionally, the mediator agrees not to take sides or favor one party over another.
8. The mediator has no power to make decisions or authority to render a binding judgment on the parties. Therefore, your participation in this mediation is completely voluntary.

I have read the foregoing and agree to be bound by the terms hereof:

Petitioner (Print Name)

Respondent (Print Name)

Petitioner (Sign)

Date

Respondent (Sign)

Date

Attorney for Petitioner (Print Name)

Attorney for Respondent (Print Name)

Attorney for Petitioner (Sign)

Date

Attorney for Respondent (Sign)

Date

Monica Rands-Preuss, Mediator

Date