



City of Salinas

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Christopher A. Callihan, City Attorney

MEDIATION DISCLOSURE NOTIFICATION AND ACKNOWLEDGMENT

To promote communication in mediation, California law generally makes mediation a confidential process. California's mediation confidentiality laws are laid out in Sections 703.5 and 1115 to 1129, inclusive, of the Evidence Code. Those laws establish the confidentiality of mediation and limit the disclosure, admissibility, and a court's consideration of communications, writings, and conduct in connection with a mediation. In general, those laws mean the following:

- All communications, negotiations, or settlement offers in the course of a mediation must remain confidential.
- Statements made and writings prepared in connection with a mediation are not admissible or subject to discovery or compelled disclosure in noncriminal proceedings.
- A mediator's report, opinion, recommendation, or finding about what occurred in a mediation may not be submitted to or considered by a court or another adjudicative body.
- A mediator cannot testify in any subsequent civil proceeding about any communication or conduct occurring at, or in connection with, a mediation.

This means that all communications between the City, the City's staff, the City's elected officials and the City's attorney made in preparation for a mediation, or during a mediation, are confidential and cannot be disclosed or used (except in extremely limited circumstances), even if the City later decide to sue its attorney for malpractice because of something that happens during the mediation.

I, Ray E. Corpuz, Jr., City Manager, City of Salinas, understand that, unless all participants agree otherwise, no oral or written communication made during a mediation, or in preparation for a mediation, including communications between the City, the City's staff, the City's elected officials and the City's attorney, can be used as evidence in any subsequent

noncriminal legal action including an action against my attorney for malpractice or an ethical violation.

NOTE: This disclosure and signed acknowledgment does not limit the City's attorney's potential liability to you for professional malpractice, or prevent the City from (1) reporting any professional misconduct by your attorney to the State Bar of California or (2) cooperating with any disciplinary investigation or criminal prosecution of the City's attorney.

Dated:

By: _____

RAY E. CORPUZ, JR.
CITY MANAGER,
CITY OF SALINAS

CHRISTOPHER A. CALLIHAN
CITY ATTORNEY

Dated:

By: _____

MICHAEL MUTALIPASSI
ASSISTANT CITY ATTORNEY,
CITY OF SALINAS