

**RESOLUTION NO. 19-1 (STADIUM AUTHORITY)**

**A RESOLUTION OF THE SANTA CLARA STADIUM AUTHORITY  
AGREEING TO CONFIDENTIALITY REQUIREMENTS AND  
DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR AND  
THE STADIUM AUTHORITY COUNSEL TO SIGN NEW  
MANDATORY MEDIATION DISCLOSURE STATEMENT IN  
ACCORDANCE WITH SB 954**

**BE IT RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:**

**WHEREAS**, pursuant to SB 954, which went into effect on January 1, 2019, an attorney must provide to his or her client a printed disclosure containing the confidentiality restrictions related to mediation, and the client must sign a printed acknowledgment stating that the client has read and understands the confidentiality restrictions, prior to a mediation occurring;

**WHEREAS**, due to Brown Act requirements, the Stadium Authority Board does not and cannot attend mediations, rather Stadium Authority Counsel's staff attends mediation and reports back to the Board in closed session the amount of the settlement demand;

**WHEREAS**, due to the processes utilized by the Stadium Authority to litigate and resolve its claims, and the existing restrictions resulting from State law, it would be most effective and efficient to delegate authority to sign the new mandatory mediation confidentiality disclosures to Stadium Authority Counsel and Executive Director; and

**WHEREAS**, the Stadium Authority Board understands and recognizes the importance of fostering candid discussions of sensitive information during the mediation process, in furtherance of the parties' good faith efforts to resolve the dispute, and agrees to maintain the confidentiality of such information provided to the Board by staff following mediation.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE SANTA CLARA STADIUM  
AUTHORITY AS FOLLOWS:**

1. That the Stadium Authority Board has read and understood the required Mediation Disclosure Notification and Acknowledgement form, attached as Exhibit A. The Stadium Authority Board acknowledges and agrees to abide by state law and keep confidential

information received through the mediation process, including that information provided to the Board by staff following mediation. The Stadium Authority Board understands and agrees that the information received through the mediation process cannot be used in later legal processes including in a malpractice claim brought by the Authority against its counsel of record.

2. That the Stadium Authority Board hereby grants to the Executive Director, or her/his designee, the authority to execute a Mediation Disclosure Notification and Acknowledgement form, attached as Exhibit A, on behalf of the Stadium Authority as the "Client" as required by SB 954 in those cases in which the Stadium Authority Counsel is acting as counsel of record for the Authority.

3. That the Stadium Authority Board hereby grants to the Stadium Authority Counsel, or her/his designee, the authority to execute a Mediation Disclosure Notification and Acknowledgement form, attached as Exhibit A, on behalf of the Stadium Authority as the "Client" as required by SB 954 in those cases in which the Authority has retained outside counsel to act as counsel of record for the Authority.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE SANTA CLARA STADIUM AUTHORITY, AT A REGULAR MEETING THEREOF HELD ON THE 15<sup>TH</sup> DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

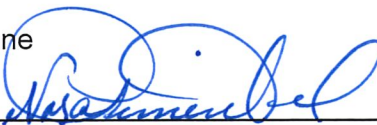
AYES: BOARD MEMBERS: Chahal, Davis, Hardy, Mahan, O'Neill and Watanabe and Chairperson Gillmor

NOES: BOARD MEMBERS: None

ABSENT: BOARD MEMBERS: None

ABSTAINED: BOARD MEMBERS: None

ATTEST:

  
\_\_\_\_\_  
for HOSAM HAGGAG

SECRETARY OF THE STADIUM AUTHORITY  
SANTA CLARA STADIUM AUTHORITY

Attachments incorporated by reference:

1. Mediation Disclosure Notification and Acknowledgement Form

### **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 you and your 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 you later decide to sue your attorney for malpractice because of something that happens during the mediation.

I, \_\_\_\_\_ [Name of Client], 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 me and my 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 your attorney's potential liability to you for professional malpractice, or prevent you 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 your attorney.

[Name of Client] [Date signed]

[Name of Attorney] [Date signed]