

Agreement to Settle at Mediation

Case Name: _____

Court and Docket # _____ Dated _____

The undersigned each acknowledge that they have brought a dispute for mediation to Robert H Flynn, Coast to Coast ADR, and at mediation have resolved and settled their differences. This document is drafted in its entirety by the parties and their attorneys and the agreement is solely between the parties with the attorneys signing to acknowledge the settlement and witness same. The terms of the settlement are as follows:

1. Plaintiff and defendant and all other parties hereto each acknowledge that there is a civil action captioned _____ vs. _____, docket number _____, pending in _____ Superior Court.
2. They each acknowledge with their signature that despite the confidentiality of mediation this settlement agreement which has been prepared in the course of or pursuant to mediation is admissible and subject to disclosure for purposes of enforcement hereof and this agreement shall be and is binding, enforceable and admissible to prove its terms. The parties hereby waive any mediation confidentiality claim with regard to this document in order that it may be enforced should enforcement be necessary.
3. The parties hereby stipulate pursuant to CA Civ. Proc. §664.6 to the settlement of all or part of this case as described herinafter and ask the court to retain jurisdiction over the parties to enforce this settlement until performance in full of the terms of the settlement.
4. In the event of a hearing pursuant to CA Civ. Pro. §877.6 on the good faith of this settlement or any part thereof the parties agree that they each waive any confidentiality claim (but only as ruled necessary) with regard to this document for such purposes and that every attempt will be made by each to ask that the court hold the document and any testimony (or all parts thereof except as is necessary for the good faith evidentiary hearing *in camera*).
5. Plaintiff has agreed to accept the following
6. Defendant has agreed to
7. Plaintiff has agreed to release defendant and _____.
8. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing this release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. Civil Code §1542.

9. To the extent that there is litigation, all parties agreed to see that it is dismissed _____
prejudice

10. Neither party is to recover costs or attorneys' fees except as reflected explicitly in this agreement.

11. This agreement is executed in duplicate (or in as many originals as there are parties signing this agreement if more than two).

The parties agree that they have each had through counsel or directly a hand in drafting these terms and have had a gull opportunity to review same. They each further agree that they will do whatever is reasonable and necessary to promptly conclude this matter and fulfill the obligations each has undertaken in this settlement agreement. This document is a binding settlement agreement with any details and nuances of the releases to be worked out in accordance with customary practices.

Parties and Role: _____

Parties and Role: _____

Parties and Role: _____

Parties and Role: _____

Attorney for _____

Attorney for _____

Attorney for _____

Attorney for _____

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