MIKE YOUNG’S

TOP 10 SETTLEMENT TIPS

10) **Before the mediation:** Identify your client’s needs, desires, and goals. Identify all terms that are truly material to your client. Do your best to identify your counterpart’s needs, desires, and goals too!

9) **Before the mediation:** Contact your counterpart, and negotiate all non-material terms of the settlement agreement, leaving the money or other material terms blank. *Exchange a draft agreement pre-mediation!*

8) **At the mediation:** Bring a laptop with the draft settlement agreement.

7) **Settlement Agreement:** If using a term sheet, state that it is intended to reflect a final agreement. (See [here](#) for more details.)

6) **Settlement Agreement:** If using a term sheet, include all material terms with sufficient specificity to allow a court to enforce them. *(Why?)*

5) **Settlement Agreement:** To break free of mediation confidentiality, include language that the agreement is intended to be “binding and admissible.” *(Very important in California.)*

4) **Settlement Agreement:** Make enforcement easy – adopt [CCP 664.6](#) (state court) or stipulate to continuing jurisdiction of the court to enforce the settlement terms.

3) **Settlement Agreement:** Make sure the parties sign the settlement agreement, not just counsel or representatives. *(664.6 won’t be enforced by the court otherwise…and you risk the agreement itself being invalid.)*

2) **Settlement Agreement:** Address allocation of attorney’s fees and costs expressly in the agreement, especially where a contract or statute provides for prevailing party fees. *(Don’t let this bite you!)*

And the NUMBER 1 Settlement tip: Use Mike Young Mediation for your next Mediation: [www.MikeYoungMediation.com](http://www.MikeYoungMediation.com). Only at [Judicate West](#).