



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. Only at [Judicate West](#).



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