



**Bicknell
Law
Offices**

2542 S. BASCOM AVENUE SUITE 185
CAMPBELL, CALIFORNIA 95008

ATTORNEYS AT LAW

PHONE: (408) 559-5155

FAX: (408) 559-5055

Mediation Settlement Agreement

The parties to the dispute between _____ and
_____ having designated _____ as
mediator, the undersigned agree as follows:

1. The mediation is to be considered as settlement negotiations for the purpose of all state and federal rules protecting disclosures made in connection with settlement negotiations from later discovery and/or use in evidence.
2. The provisions of California Evidence Code Sections 1115 through 1128 and 703.5, which have been explained to the parties by their counsel, shall apply to the mediation. Communications between the mediator and others who sign this agreement in a continuing effort to resolve the dispute after meeting with them in person shall be regarded as confidential under this agreement, even though they may extend past the 10-day period set forth in Evidence Code Section 1125(a)(5), unless the efforts of the mediator are terminated pursuant to Evidence Code Sections 1125(a)(3) or (4) or (b)(1) or (2).
3. This agreement and any written settlement agreement resulting from the mediation which provides that it is admissible or subject to disclosure shall be admissible in evidence to prove the existence of and/or to enforce the settlement agreement pursuant to Code of Civil Procedure Section 664.6 or any other procedure permitted by law.
4. Because the participants in the mediation will be disclosing information in reliance upon this agreement, any breach thereof will cause irreparable harm for which monetary damages would be inadequate compensation. Therefore, any party to this agreement may obtain injunctive relief against the disclosure of any information in violation of this agreement.

5. The parties to the dispute and their respective counsel understand that the mediator is acting only as a neutral intermediary and facilitator and that he is not an advocate for or counsel to either party. His or her statements do not constitute and shall not be taken as legal advice to either party. In the event that he assists in the preparation of any document, the parties thereto are responsible for obtaining legal counsel from their own attorney or attorneys.
6. The parties to the dispute understand further that, pursuant to Evidence Code Section 703.5, the mediator is incompetent to give testimony about this mediation, and they agree not to call him or her as a witness in any civil proceeding involving them.
7. The parties hereto hereby agree to waive the provisions of Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

8. The parties further agree as follows:

print name and capacity

print name and capacity

signature and date

signature and date

address and phone

address and phone