

**ACKNOWLEDGMENT/AGREEMENT RE CONFIDENTIALITY FOR
SETTLEMENT CONFERENCE; RELEASE AND WAIVER**

Case Name: _____ Case No.: _____

Date of Conference: _____

The undersigned hereby stipulate and agree to participate in the Bar Sponsored Probate Settlement Conference (“Conference”) on the following terms and conditions:

1. The Conference shall be conducted by an unpaid volunteer Settlement Officer who has agreed to participate in the program sponsored by the participating Bar Associations for a given day, via Zoom, for a period of not more than 3 ½ hours. If the parties do not resolve the matter in the allotted time the parties may separately agree to retain the Settlement Officer as a settlement facilitator for one or more sessions, for a fee on terms mutually agreed upon in writing. Any such arrangement shall be solely between the parties and the Settlement Officer who is neither under the control of the sponsoring Bar Associations or the court.
2. Consistent with California Evidence Code §§ 1115 through 1128, the participants in this Conference agree that: except as otherwise provided herein, no written or oral communication made by any party, attorney, Settlement Officer, or other participant in or in connection with the Conference in this case may be used for any purpose in any pending or future proceeding unless all parties, including the Settlement Officer, so agree.
3. Disclosure of information that otherwise is privileged shall not alter its privileged character.
4. The Settlement Officer shall not be subpoenaed nor called to testify about any conduct or communication made during the Settlement Conference.
5. The parties agree, pursuant to Evidence Code section 1123, that any written settlement agreement signed by the parties in the course of the Settlement Conference is subject to disclosure, and will be binding, enforceable and admissible to prove the existence of, and to enforce, the agreement.
6. Each party hereby releases, waives and relinquishes any and all claims for liability and/or damages of any kind against the Settlement Officer, the sponsoring Bar Associations and the LA Superior Court arising out of the Conference, any failure to reach a settlement, or any Settlement Agreement including one which any party or parties may later determine was not in that party or parties’ best interests and/or for failure of any party to comply with any settlement terms. The parties also acknowledge that the Settlement Officer is not responsible for enforcing compliance with any Settlement Agreement or terms.
7. This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Electronically transmitted signatures shall be deemed original signatures.

Acknowledged and Agreed as of the Date of the Conference above indicated.

Party Signature & Printed Name

Party Signature & Printed Name

Party Signature & Printed Name

Party Signature & Printed Name

Party Signature & Printed Name

Party Signature & Printed Name

Attorney Signature & Printed Name

Attorney Signature & Printed Name

Attorney for: _____

Attorney for: _____