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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**
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10) CASE NO.
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12) STIPULATION TO POLICIES AND
13) PROCEDURES FOR JUDICIAL MANDATORY
14) SETTLEMENT CONFERENCE
15)
16) (REMOTE AND IN PERSON)
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- 17 1. The Settlement Conference with the parties in this case is subject to the policies and
18 procedures set forth below. Any questions or issues regarding these policies or
19 procedures must be brought to the attention of the **Settlement Judge** before
20 commencement of the Settlement Conference and before signing the stipulation
21 below. This stipulation must be completed by all individuals (counsel, clients,
22 adjusters, entity representatives, others, etc.) who attend the Settlement Conference.
23 Counsel must ensure their clients and any other individuals attending the Settlement
24 Conference comply with this stipulation.
- 25 2. The Settlement Conference is conducted pursuant to Rule 3.1380 of the Cal. Rules of
26 Court, Rule 3.25(d) of the Los Angeles Superior Court Local Rules and is subject to
27 Evidence Code section 1152 which excludes offers of compromise and conduct or
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1 statements made in negotiation of offers of compromise from evidence to prove
2 liability for the loss or damage or any part of it. The Settlement Conference is not a
3 mediation and is not subject to the rules of mediation confidentiality set forth in
4 Evidence Code section 1115 et seq.

5 3. The Settlement Judge may be the assigned Trial Judge, a Judge in the Court's Judicial
6 Mandatory Settlement Program, or another Judge of the Court.

7 4. Counsel, the parties, and all other individuals attending the Settlement Conference
8 acknowledge and understand the foregoing and, in addition, stipulate they shall treat
9 as "confidential information" the contents of any written Settlement Conference
10 statements, anything that was said, any position taken, and any view of the merits of
11 the case expressed by any participant in connection with any Settlement Conference.

12 A. "Confidential information" shall not be:

- 13 1. Disclosed to anyone not involved in the litigation.
14 2. Used for any purpose, including impeachment, in any pending or future
15 proceeding in this Court.

16 B. This stipulation does not prohibit:

- 17 1. Disclosures as may be stipulated by all parties.
18 2. Disclosure of the terms of a fully executed or binding settlement
19 agreement on the record arising out of the Settlement Conference
20 unless otherwise stated.
21 3. Disclosures required by law.

22 5. Pursuant to Evidence Code section 703.5, the Settlement Judge is not competent to
23 testify about any statement or conduct occurring at or in conjunction with the
24 Settlement Conference, except as provided by law.

25 6. The Settlement Judge will conduct the Settlement Conference as they consider
26 appropriate, including discussing all aspects of the case candidly with counsel and/or
27 the parties. The Settlement Judge may have substantive discussions with one party
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- 1 (and counsel) without the presence of other parties (and counsel) or with counsel
2 alone without their clients being present. If a party is represented by counsel, the
3 Settlement Judge will not meet, or have substantive discussions about the case, with
4 that party alone without the express permission of the party and counsel.
- 5 7. In conducting the Settlement Conference, the Settlement Judge is and will remain
6 impartial. However, to facilitate settlement, the Settlement Judge may review the
7 probable evidence, may comment about the strength or admissibility of probable
8 evidence, including regarding damages, the applicable legal authority, legal
9 arguments, possible outcomes of the case and offer views about appropriate terms for
10 settlement. Any such statement does not reflect how the Settlement Judge would
11 rule on any factual or legal issue in the case.
- 12 8. While the Settlement Judge may use varied approaches to encourage the parties to
13 settle including, without limitation, those mentioned above, the decision to settle
14 rests solely with the parties. Nothing the Settlement Judge says or does is intended to
15 pressure or coerce any party or counsel to settle the case and should not be so
16 interpreted.
- 17 9. No statement made or action taken during, or in connection with, the Settlement
18 Conference will later constitute, or be cited as, a basis for disqualification of the
19 Settlement Judge if the Settlement Judge has been assigned as the Trial Judge.
- 20 10. The Settlement Judge may conduct the Settlement Conference even if the Settlement
21 Judge is otherwise disqualified. (Code of Civ. Proc. § 170.4(a)(6))
- 22 11. RECORDING OF ANY PORTION OF THE SETTLEMENT CONFERENCE IS PROHIBITED.
23 Unless specially authorized in writing, photography, recording whether audio, video or
24 otherwise, screenshots, and/or broadcasting of all or any portion of the Settlement
25 Conference is prohibited (Cal. Rules of Court, Rule 1.150, Penal Code § 632).
- 26 12. This stipulation applies to all Settlement Conference sessions conducted by the
27 Settlement Judge(s) in this case and includes communications with counsel prior to or
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1 following the Settlement Conference made to resolve the case and communications
2 with the Settlement Judge who conducted a previous Settlement Conference or one
3 that holds a Settlement Conference after the one subject to this stipulation.

4 13. In the sole discretion of the Settlement Judge, the Settlement Conference may be
5 conducted virtually using a platform selected by the Court. Separate guidelines and
6 instructions will be provided to counsel regarding the use of the selected platform
7 prior to the Settlement Conference. If the Settlement Conference is conducted
8 virtually, participants in the Settlement Conference are prohibited from forwarding
9 the invitation or disclosing the meeting identification code to any non-participant.
10 Essential participants in a Settlement Conference who do not agree to participate
11 virtually acknowledge that the Settlement Conference will be canceled.

12 14. This stipulation may be executed in counterparts and electronically. These signatures
13 will be treated in all respects as having the same force and effect as original
14 signatures.

15 **SO STIPULATED:**

16 _____
17 Date Name of Party ☐ Attorney Signature
18 ☐ Plaintiff ☐ Defendant
19 ☐ Cross-Complainant ☐ Cross-Defendant

20 _____
21 Date Name of Party ☐ Attorney Signature
22 ☐ Plaintiff ☐ Defendant
23 ☐ Cross-Complainant ☐ Cross-Defendant

24 _____
25 Date Name of Party ☐ Attorney Signature
26 ☐ Plaintiff ☐ Defendant
27 ☐ Cross-Complainant ☐ Cross-Defendant
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Date	Name of Party <input type="checkbox"/> Attorney <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-Complainant <input type="checkbox"/> Cross-Defendant	Signature
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