

ADVANTAGES OF MEDIATION

- It is confidential.
- Mediation can be less stressful and faster than going to court.
- Both sides have more control over the final solution than if a judge makes a decision. The Court cannot require some solutions, like an apology, but that might be important to you.
- Both sides have a chance to agree on a solution that works best for them.
- It can improve understanding with the other party.
- It can reduce bad feelings and hostility.
- Parties who mediate their disagreements usually experience higher satisfaction with the results than with court-ordered solutions.
- Mediation can help to mend a broken personal or business relationship.
- Mediation is voluntary. Both parties have to agree to try it and either can end the mediation at any time.

BENEFITS FOR PLAINTIFFS

- You are more likely to get your money because the defendant agreed to pay you. But, if you get a court judgment and the defendant doesn't pay voluntarily, it can be very hard and costly to collect. Collecting money from a small claims judgment can take a long time. The Court does not collect the money for you.
- If you go to court and win, the defendant can appeal. Lawyers are allowed in small claims appeals so you may have to get a lawyer to represent you.
- Mediation can bring a final settlement to a case, allowing you to move on with your life.

BENEFITS FOR DEFENDANTS

- The result is private and confidential and does not become part of any public record. This is important, especially if you are concerned about credit reports.
- You won't have a court judgment against you.
- You can move on with your life more quickly with an agreement with the other party.

WHEN CAN I MEDIATE?

You can ask for mediation before or after you file your case. You don't give up your right to go to court if you don't completely settle the case.

If you are worried about the statute of limitations, you can file your case first before asking the other party to mediate. If you resolve your dispute through mediation, you can then dismiss your case.



ROLE OF THE MEDIATOR:

- Helps you have a constructive conversation where each person gets a chance to talk.
- Helps the participants explore and negotiate their own solutions.
- Does not give legal advice or make decisions.

WHAT IS SMALL CLAIMS MEDIATION?

Small claims cases involve \$7,500 or less. You can use the small claims court for many different types of cases.

If you file a small claims case you can:

- Have a trial in small claims court,

OR

- Settle your dispute using mediation. If your case is not resolved in mediation, you can still have a trial in small claims court.

If you choose mediation, an independent person works with you and the other side to find a solution that works for both of you.

Mediation is voluntary. Both sides must agree to mediate and either side can end the mediation at any time.

WHAT'S NEXT?

- If you settle in mediation, the plaintiff can dismiss the case. The mediation agreement is a contract that both parties have to follow.
- If you don't settle in mediation, you can still go to court.

CONTACTS:

For information on how to set up a mediation, contact:

ADR PROGRAM:

René C. Davidson Courthouse
Alternative Dispute Resolution (ADR) Program
1225 Fallon Street, Room 109
Oakland, CA 94612
www.alameda.courts.ca.gov/adr
Tel: 510-891-6055

SELF-HELP SERVICES:

OAKLAND:

René C. Davidson Courthouse
Self-Help Services
1225 Fallon Street, Room 109
Oakland, CA 94612
Monday to Thursday 8:30 A.M. – 4:00 P.M.
Friday 8:30 A.M. – 1:00 P.M.

HAYWARD:

Alameda County Office Building
224 W. Winton, Room 179
Hayward, CA 94544
Monday to Thursday 8:30 A.M. – 12:00 P.M.

FREMONT:

Fremont Hall of Justice
39439 Paseo Padre Parkway, 3rd Floor
Fremont, CA 94538
Monday and Thursday only 8:30 A.M. – 12:00 P.M.,
1:00 P.M. – 4:00 P.M.

PLEASANTON:

Gale-Schenone Hall of Justice
5672 Stoneridge Drive, 1st Floor
Pleasanton, CA 94588
Tuesday 8:30 A.M. – 4:00 P.M.

Tel. 510-272-1393

Monday – Thursday 2:00 P.M. 0 4:00 P.M.

Superior Court of California
County of Alameda
Self-Help Services

Most civil lawsuits settle before trial!



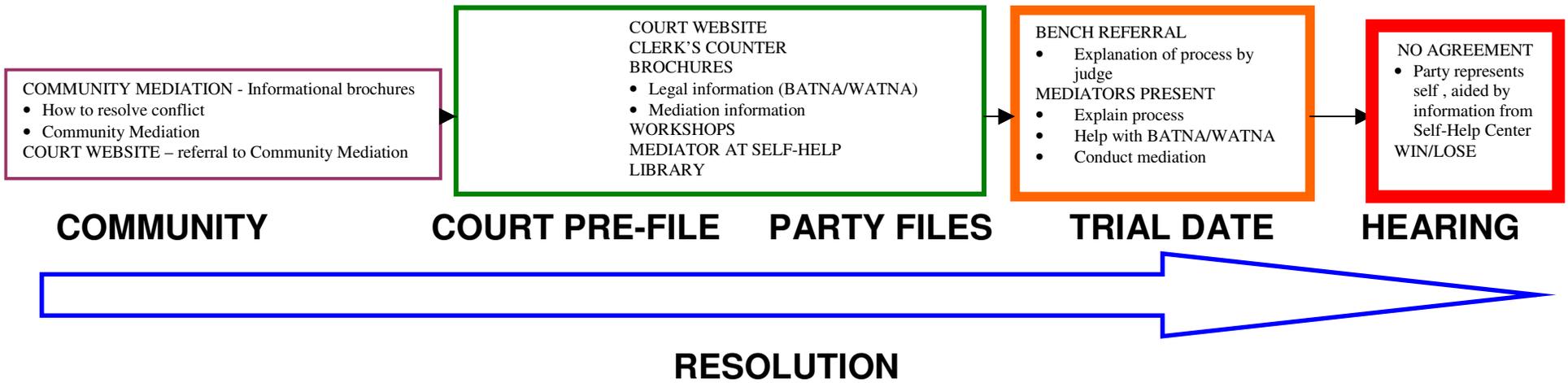
Find out how to settle your Small Claims case with **MEDIATION**

Mediation saves:

- ✓ Money
 - ✓ Time
 - ✓ Stress
-

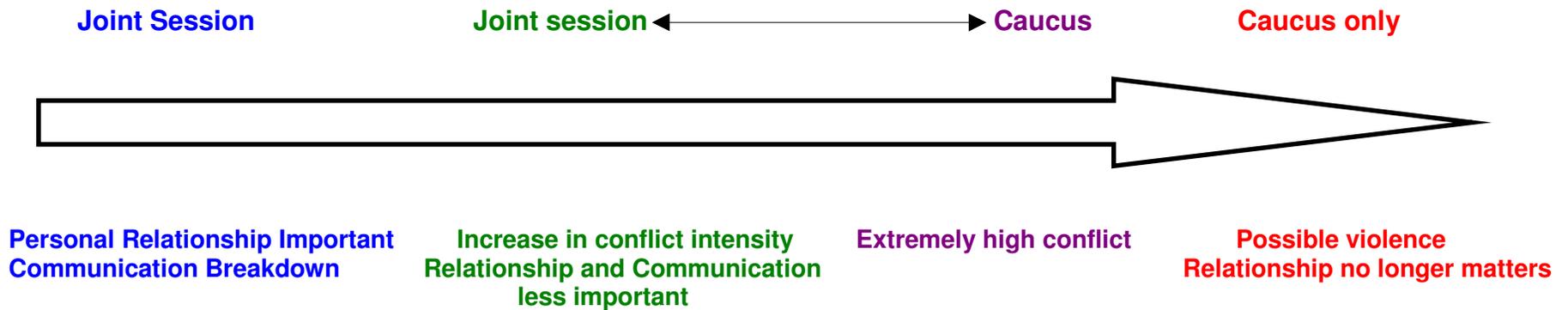
Superior Court of CA, County of Alameda
Js rev 5 4/6/10

INFORMATION SERVICES FOR MEDIATION



FLEXIBLE MODEL FOR CALENDAR MEDIATIONS

Continuum illustrating the appropriateness of the mediator's approach at court calendars.
Mediators need to adapt their approach to the nature of the dispute, and be sensitive to the parties' needs and wishes.
Mediators must be always mindful that the process belongs to the parties and that they know what's best.



Civil Harassment Restraining Order Defendant Mediation Flowchart

A Civil Harassment Restraining Order protects people from harassment.

In **Mediation**, an independent person works with you and the other side to work out a solution that works for both parties. Each person gets a chance to speak.

Someone is trying to get a Restraining Order against you:

Someone can ask for a restraining order if they are worried about their safety because you: stalked, harassed, sexually assaulted, or threatened them with violence. The court will decide within 24 hours or less whether to grant a temporary restraining order until a hearing can be scheduled

If the **Temporary Restraining Order** is **GRANTED**, a hearing date will be set.

If the **Temporary Restraining Order** is **DENIED**, a hearing may or may not be set. Mediation may be helpful at this point.

MEDIATION can happen before the restraining order hearing and sometimes on the day of hearing.

- It is **confidential**.
- Mediation can be less stressful than a hearing.
- Both sides have **more control** over the final solution. The Court cannot require some solutions, like apologies, which may be important to you and you can discuss this in mediation.
- Both sides have a chance to agree on a **solution that works best** for them.
- It can **improve understanding** with the other party.
- It can reduce bad feelings and hostility.
- Parties who mediate their disagreements usually experience **higher satisfaction with the results** than with court orders.
- Mediation can help to **mend a broken personal or business relationship**.
- Mediation is **voluntary**. Both parties have to agree to try it and either can end the mediation at any time.

At the **Restraining Order Hearing**, the court will decide if the restraining order should be granted for up to 3 years.

If the **Case Does Not Settle**, it stays on track for a hearing. The negotiations that took place in mediation stay confidential and cannot be used in court.

If the **Case Settles**, there is usually a private written agreement. The agreement can include provisions for what happens if someone violates the agreement. In some cases, the agreement can become an order of the court if the parties choose. The parties no longer have to wait for the court to decide the case and can move on with their lives.

Restraining Order Granted

Restraining Order Denied

Civil Harassment Restraining Order Plaintiff Mediation Flowchart

A Civil Harassment Restraining Order protects people from harassment.

In **Mediation**, an independent person works with you and the other side to work out a solution that works for both parties. Each person gets a chance to speak.

Apply for the Restraining Order:

You can ask for a restraining order if you are worried about your safety because someone: stalked, harassed, sexually assaulted, or threatened you with violence. The court will decide within 24 hours or less whether to grant a temporary restraining order until a hearing can be scheduled.

If the **Temporary Restraining Order** is **GRANTED**, a hearing date will be set.

If the **Temporary Restraining Order** is **DENIED**, a hearing may or may not be set. Mediation may be helpful at this point.

At the **Restraining Order Hearing**, the court will decide if the restraining order should be granted for up to 3 years.

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If the **Case Does Not Settle**, it stays on track for a hearing. The negotiations that took place in mediation stay confidential and cannot be used in court.

If the **Case Settles**, there is usually a private written agreement. The agreement can include provisions for what happens if someone violates the agreement. In some cases, the agreement can become an order of the court if the parties choose. The parties no longer have to wait for the court to decide the case and can move on with their lives.

Restraining Order Granted

Restraining Order Denied

Limited Civil Defendant Mediation Flowchart

Limited Civil cases are disputes up to \$25,000. Most Limited Civil cases settle before going to trial. Mediation may help you settle your case. In Mediation, an independent person works with you and the other side to find a solution that works for both of you.

When you are sued in a Limited Civil Case, you are called the Defendant. The person who sued you, called the Plaintiff, will have filed a summons and complaint and served you. There are several steps and procedures you must follow before you get to a trial. You may be able to settle without a trial by going to mediation.

PreTrial

There may be legal issues that need to be decided before a trial. If the defendant wins, the plaintiff may have to start over or drop the case. Information is exchanged and evidence prepared

Trial

Depending on the type of case, the trial can take a short time or many weeks. Trials are expensive.

Judgment Entered

If you lose the case, you will have a judgment against you. The judgment may be part of your credit record.

Mediation

- Is **confidential**.
- Can be **less stressful** than a trial.
- Both sides have **more control** over the final solution. The Court cannot require some solutions like apologies, which may be important to you.
- Both sides can agree on a **solution that works best for both of you**.
- Can **improve understanding** with the other party.
- Can **reduce bad feelings and hostility**.
- Parties who mediate their disagreements usually experience **higher satisfaction with the results** than with court.
- Can help to **mend a broken personal or business relationship**.
- Is **voluntary**. Both parties have to agree to try it and either can end the mediation at any time.
- The result is **private and does not become part of any public record**. This is important, especially if you are concerned about credit reports.
- You **won't have a court judgment** against you.
- You can **move on with your life** more quickly with an agreement with the other party.

If the **Case Does Not Settle**, It stays on track for pretrial procedures and trial. The negotiations that took place in mediation stay confidential and cannot be used in court.

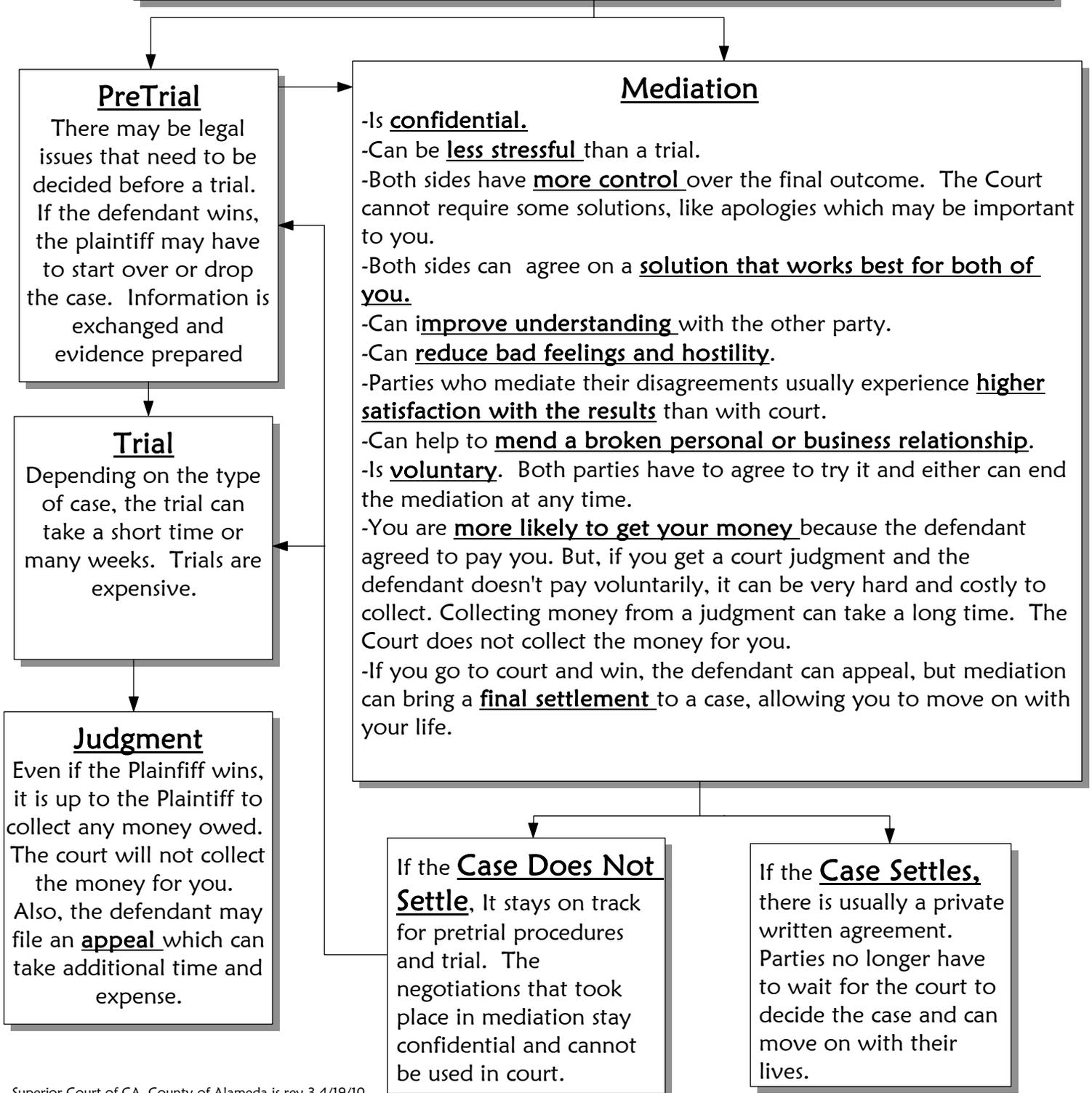
If the **Case Settles**, there is usually a private written agreement. Parties no longer have to wait for the court to decide the case and can move on with their lives.

Limited Civil Plaintiff Mediation Flowchart

Limited Civil cases are disputes up to \$25,000. Most Limited Civil cases settle before going to trial. Mediation may help you settle your case. In Mediation, an independent person works with you and the other side to find a solution that works for both of you.

When you file a Limited Civil Lawsuit, you are called the Plaintiff.

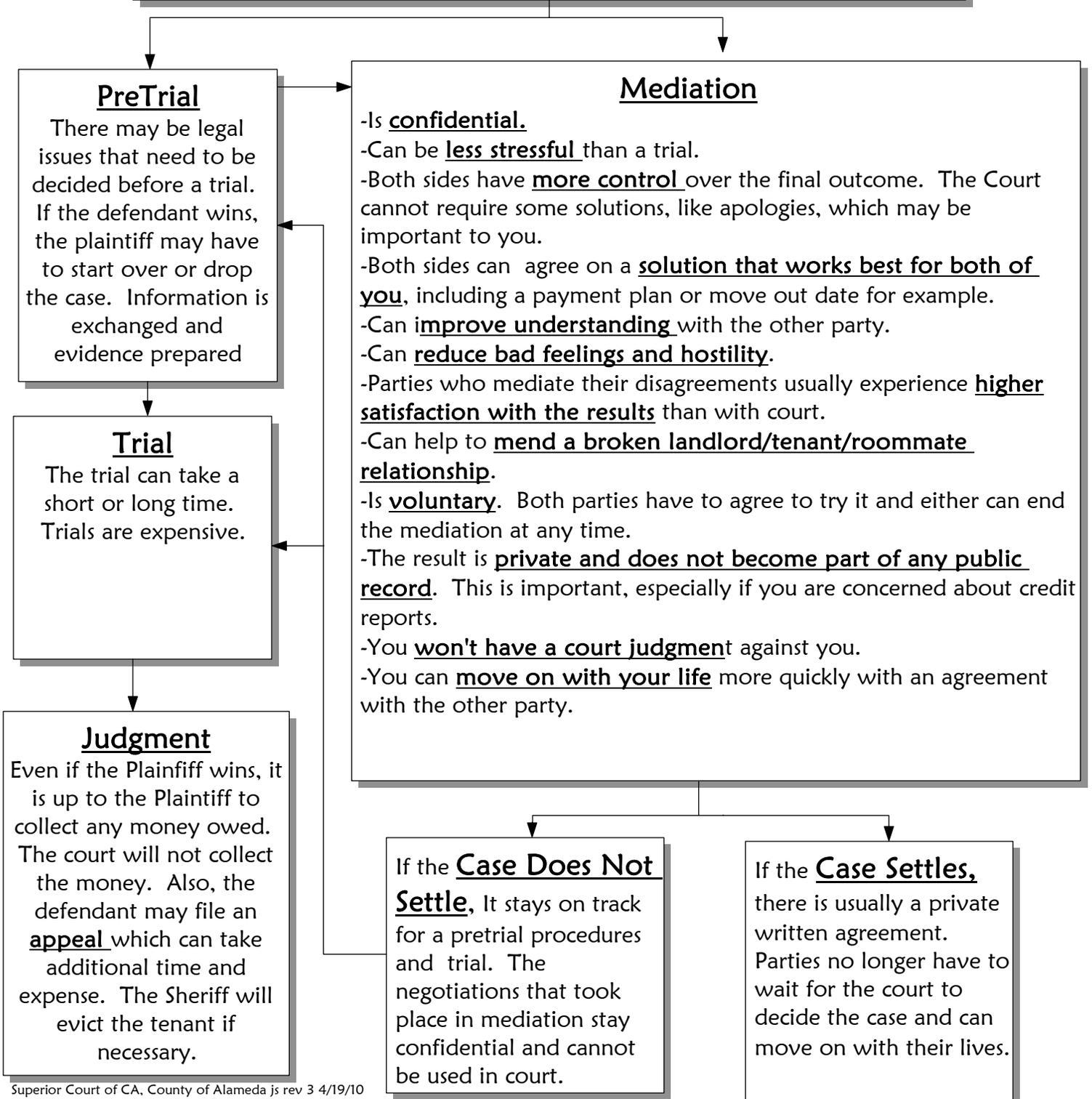
You file a summons and complaint and serve the Defendant. The Defendant is the person you are suing. There are several steps and procedures you must follow before you get to a trial. You may be able to settle without a trial by going to mediation.



Eviction Defendant Mediation Flowchart

If you getting evicted, the lawsuit is called an Unlawful Detainer. Many Unlawful Detainer cases settle before going to trial. Mediation may help you settle your case. In Mediation, an independant person works with you and the other side to find a solution that works for both of you.

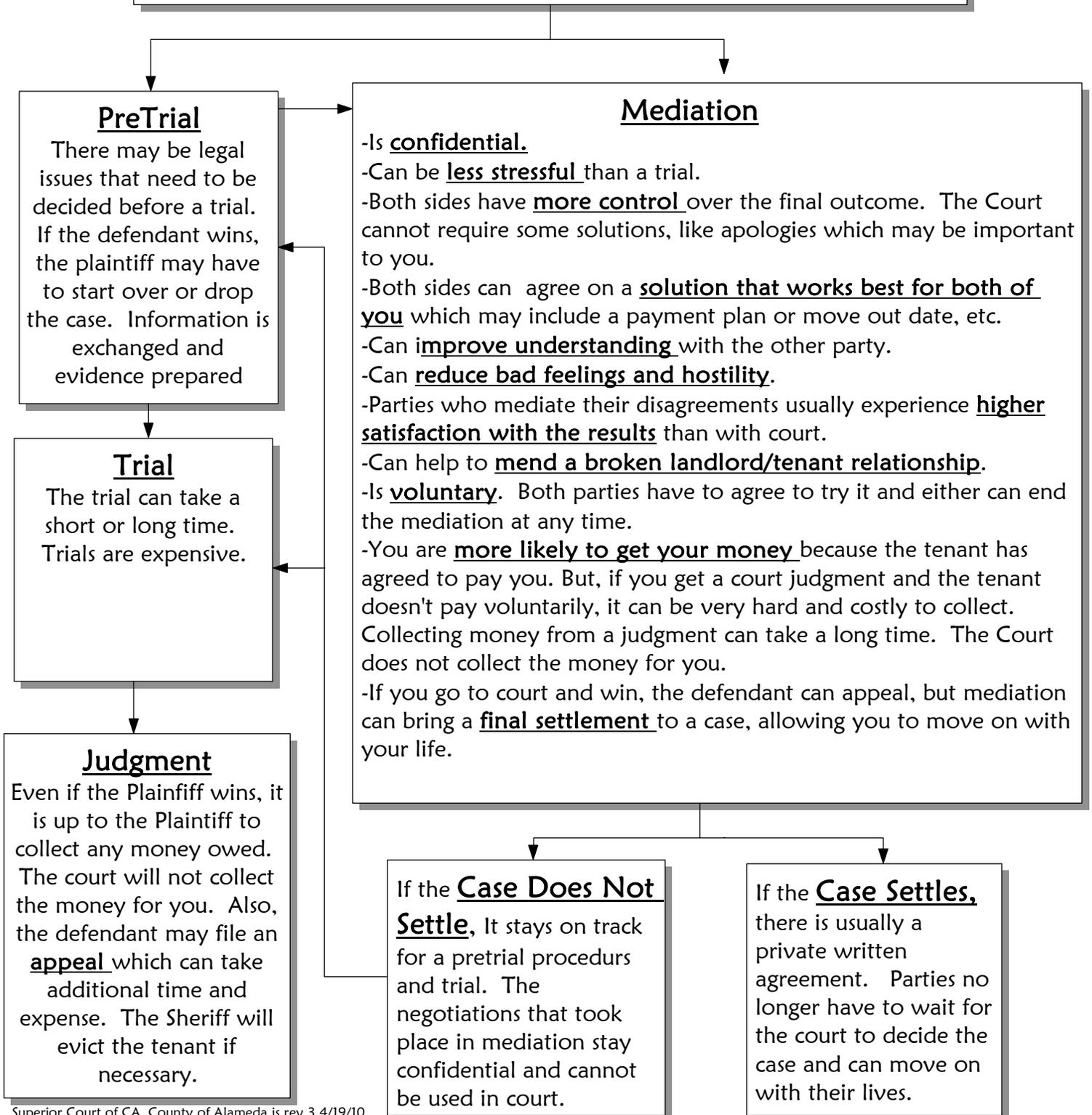
If you are the Tenant in an Eviction Lawsuit (Unlawful Detainer), you are known as the Defendant. The Landlord or Master Tenant (Roommate who acts as a landlord) is known as the Plaintiff. The Plaintiff will have served you with a summons and complaint.



Eviction Plaintiff Mediation Flowchart

If you are evicting a tenant, the lawsuit is called an Unlawful Detainer. Many Unlawful Detainer cases settle before going to trial. Mediation may help you settle your case. In Mediation, an independent person works with you and the other side to find a solution that works for both of you.

If you are the Landlord or Master Tenant, you are known as the plaintiff. You file a summons and complaint against the tenant, who is known as the Defendant, and serve the Defendant with your papers



Small Claims Defendant Mediation Flowchart

Small Claims Court is for cases up to \$7,500. Many Small Claims Cases can be resolved in Mediation before the Small Claims Hearing. In Mediation, an independent person works with you and the other side to find a solution that works for both of you. You can mediate before your hearing and sometimes at court on the day of the hearing.

When you are sued in Small Claims Court, you are called the Defendant.

The person who sued you, called the Plaintiff, will have filed a claim and order to go to court, got a court date, and served you.

Small Claims Hearing

Mediation

- Is confidential.
- Can be less stressful than a hearing.
- Both sides have more control over the final solution. The Court cannot require some solutions, like apologies, which may be important to you.
- Both sides can agree on a solution that works best for both of you.
- Can improve understanding with the other party.
- Can reduce bad feelings and hostility.
- Parties who mediate their disagreements usually experience higher satisfaction with the results than with court.
- Can help to mend a broken personal or business relationship.
- Is voluntary. Both parties have to agree to try it and either can end the mediation at any time.
- The result is private and does not become part of any public record. This is important, especially if you are concerned about credit reports.
- You won't have a court judgment against you.
- You can move on with your life more quickly with an agreement with the other party.

Judgment Entered

If you lose the case, you will have a judgment against you. You may appeal. Lawyers are permitted for small claims appeals.

If your Case Does Not Settle,

It stays on track for a hearing. The negotiations that took place in mediation stay confidential and cannot be used in court.

If your Case Settles,

there is usually a private written agreement. Parties no longer have to wait for the court to decide the case and can move on with their lives. Parties may agree to a follow up court date or court order to make sure everything works out.

Small Claims Plaintiff Mediation Flowchart

Small Claims Court is for cases up to \$7,500. Many Small Claims Cases can be resolved in Mediation before the Small Claims Hearing. In Mediation, an independent person works with you and the other side to find a solution that works for both of you. You can mediate before your hearing and sometimes at court on the day of the hearing.

When you file a lawsuit in Small Claims Court, you are called the Plaintiff.

You file a claim and order to go to court, get a court date and serve the Defendant.
The Defendant is the person you are suing.

Small Claims Hearing

Mediation

- Is confidential.
- Can be less stressful than a hearing.
- Both sides have more control over the final solution. The Court cannot require some solutions, like apologies, which may be important to you.
- Both sides can agree on a solution that works best for both of you.
- Can improve understanding with the other party.
- Can reduce bad feelings and hostility.
- Parties who mediate their disagreements usually experience higher satisfaction with the results than with court.
- Can help to mend a broken personal or business relationship.
- Is voluntary. Both parties have to agree to try it and either can end the mediation at any time.
- You are more likely to get your money because the defendant agreed to pay you. But, if you get a court judgment and the defendant doesn't pay voluntarily, it can be very hard and costly to collect. Collecting money from a small claims judgment can take a long time. The Court does not collect the money for you.
- If you go to court and win, the defendant can appeal. Lawyers are allowed in small claims appeals so you may have to get a lawyer to represent you., but mediation can bring a final settlement to a case, allowing you to move on with your life.

Judgment Entered

Even if you win a judgment, it may be hard to collect or the defendant might appeal.

If your Case Does Not Settle,

It stays on track for a hearing. The negotiations that took place in mediation stay confidential and cannot be used in court.

If your Case Settles,

there is usually a private written agreement. Parties no longer have to wait for the court to decide the case and can move on with their lives. Parties may get a follow up court date or a court order to make sure everything works out.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
MEDIATED SETTLEMENT AGREEMENT**

Contra Costa County Superior Court
Case No. _____

Branch _____
Mediator _____

1. Plaintiff(s) _____ whose address is _____ and **Defendant(s)** _____ whose address is _____ (referred to as “the parties”) have a dispute concerning _____ which is the subject of the above-referenced civil action. The parties to the above-named small claims action have reached a settlement agreement that is further set forth below.

2. This settlement agreement is a contract, and should be read carefully. If you need the advice of an attorney about the meaning, terms or effect of this settlement agreement, you must consult with an attorney prior to signing. Your signature(s) to this contract will affect your legal rights.

3. Plaintiff(s) and Defendant(s) agree to settle the case as follows: Defendant(s) agrees to perform the terms and conditions stated below in paragraph 6, by _____, 200____, or the date(s) stated in paragraph 6. Plaintiff(s) will immediately dismiss the case without prejudice. If Defendant(s) does not perform the terms and conditions by the specified date(s), the Plaintiff may obtain a form from the clerk of the court to reopen the case, and at the hearing ask the Court for a judgment.

4. This agreement is not a judgment, but if either party fails to meet the terms and conditions contained in this agreement, the other party may ask the court for a judgment consistent with the terms stated in this contract.

5. Release of Claims upon full payment and satisfaction. The parties agree that if all the terms and conditions stated in this settlement agreement are satisfied, then the claimant(s) shall be deemed to have released the other party(s) from the claim(s) which formed the basis of the small claims action, and claimant(s) cannot bring the same claim again. **The parties are encouraged to keep copies of checks, to obtain receipt from the other side for any cash payment, or to keep other written proof of any payments made.**

6. Additional Terms and Conditions of the Settlement Agreement are as follows:

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address):	<i>COURT USE ONLY</i>
ATTORNEY FOR (Name): Phone #	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE 255 North Forbes Street Lakeport, California 95453	
Case Name:	
NOTICED REQUEST FOR ENTRY OF JUDGMENT PURSUANT TO DEFAULT AND SUPPORTING DECLARATION (Unlawful Detainer)	Case Number:

1. I, _____, request that the court issue a judgment for writ of possession and/or money judgment, to be executed forthwith, for the reasons stated below:
2. I am the owner of (address)_____
3. On the hearing date for this unlawful detainer, (date)_____, the parties signed a settlement agreement in this matter. **Settlement agreement is attached.**
4. In the agreement, Defendant(s) agreed to pay me (amount, if applicable)_____.
Defendant(s) agreed to vacate the premises no later than (date)_____.
5. Defendant(s) (names)_____ defaulted on the agreement as follows:_____
6. Defendant(s) were notified of this request as follows: _____

7. Plaintiff requests judgment for immediate possession of the premises, and if applicable, a money judgment for_____ pursuant to the stipulated agreement and the default as stated above.
8. I understand that I must supply the court clerk with a self-addressed envelope in order to be sent a copy of the signed judgment.

I declare under penalty of perjury that the foregoing is true and correct.

Date:

Print name

Sign name

Print name

Sign name

**SAN FRANCISCO SUPERIOR COURT
 SELF-REPRESENTED LITIGANT MEDIATION PROGRAM
 LIMITED CIVIL**

400 McAllister Street, Room 103A
 San Francisco, CA 94102



PLAINTIFF(S):

DEFENDANT(S):

VOLUNTARY MEDIATION AGREEMENT

CASE NUMBER:

PAGE 1 OF

Plaintiff and Defendant voluntarily agree that this matter is settled based on the following terms:

DEFENDANT AGREES:

1. To pay the following:

Principal:	Interest:	Attorney Fees:	Court Costs:	Other:	Total:
\$	\$	\$	\$	\$	\$

2. To make payment(s) to be Postmarked OR Received on the following date(s)

1.) \$	by	2.) \$	by	3.) \$	by	4.) \$	by	5.) \$	by
6.) \$	by	7.) \$	by	8.) \$	by	9.) \$	by	10.) \$	by
11.) \$	by	12.) \$	by	13.) \$	by	14.) \$	by	15.) \$	by
16.) \$	by	17.) \$	by	18.) \$	by	19.) \$	by	20.) \$	by
21.) \$	by	22.) \$	by	23.) \$	by	24.) \$	by	25.) \$	by

and \$ _____ on the _____ day of each Week; Month thereafter until paid. Prepayment is acceptable.

3. Payments will be made using: Cash; Certified Funds; Cashier's Check; Money Order; Other: _____.

4. Payments will be sent to (name/address): _____.

5. Payments will be sent by: U.S. Mail; Personal Delivery; Other: _____.

6. To dismiss the action with prejudice upon Plaintiff's performing all the terms of this agreement (for defendant(s)' claims).

7. Other Terms and Conditions (See Attached).

PLAINTIFF AGREES:

8. To dismiss the action with prejudice upon defendant's performing all the terms of this agreement.

9. To pay the following:

Principal:	Interest:	Attorney Fees:	Court Costs:	Other:	Total:
\$	\$	\$	\$	\$	\$

10. To make payment(s) to be Postmarked OR Received on the following date(s)

1.) \$	by	2.) \$	by	3.) \$	by	4.) \$	by	5.) \$	by
6.) \$	by	7.) \$	by	8.) \$	by	9.) \$	by	10.) \$	by
11.) \$	by	12.) \$	by	13.) \$	by	14.) \$	by	15.) \$	by
16.) \$	by	17.) \$	by	18.) \$	by	19.) \$	by	20.) \$	by
21.) \$	by	22.) \$	by	23.) \$	by	24.) \$	by	25.) \$	by

and \$ _____ on the _____ day of each Week; Month thereafter until paid. Prepayment is acceptable.

-OVER-

- 11. Payments will be made using: Cash; Certified Funds; Cashier's Check; Money Order;
 Other: _____.
- 12. Payments will be sent to (name/address): _____.
- 13. Payments will be sent by: U.S. Mail; Personal Delivery; Other: _____.
- 14. Other Terms and Conditions (See Attached).

PLAINTIFF AND DEFENDANT ALSO AGREE THAT:

- 15. This agreement may be disclosed to the Court pursuant to Cal. Evidence Code §1123.
- 16. Trial date of _____ is vacated.
- 17. Parties stipulate that a judgment shall be entered pursuant to the terms of this settlement agreement under Cal. Code of Civ. Procedure §664.6 .
- 18. If any enforcement of this settlement agreement is necessary, the parties request that the Court retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement per Cal. Code of Civ. Procedure §664.6
- 19. Parties stipulate that any party may apply ex parte for entry of judgment in the event of breach of this agreement as follows:_____.
- 20. The parties have satisfied all terms of this agreement. Plaintiff(s); Defendant(s) shall file a dismissal with prejudice no later than: _____, 200__.
- 21. This matter is dismissed without prejudice. Plaintiff(s); Defendant(s) shall file a dismissal without prejudice no later than: _____, 200__.
- 22. This settlement Does; Does Not dispose of the entire case, including any cross-complaints.
- 23. This agreement is a full and mutual release of all other claims between these parties and includes all claims known or unknown, and the parties specifically waive all rights under California Civil Code §1542, which reads as follows:
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of the executing the releases, which if known by him must have materially affected his settlement with the debtor."
24. Attorneys Fees and Costs:
 All parties will bear their own attorney's fees and costs.
 Defendant(s) shall pay to Plaintiff(s) attorneys fees of \$ _____ and costs of \$ _____.
 Plaintiff(s) shall pay to Defendant(s) attorneys fees of \$ _____ and costs of \$ _____.
- 25. All jury fees deposited are ordered refunded.
- 26. Other terms and conditions are included and incorporated into this agreement (See attached pages).

Plaintiff Signature _____ Date _____	Defendant Signature _____ Date _____
Plaintiff Signature _____ Date _____	Defendant Signature _____ Date _____
Plaintiff Signature _____ Date _____	Defendant Signature _____ Date _____
Attorney for Plaintiff Signature _____ Date _____	Attorney for Defendant Signature _____ Date _____
<input type="checkbox"/> IT IS SO ORDERED	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border-bottom: 1px solid black; width: 80%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> </div>
<input type="checkbox"/> JUDGMENT IS ENTERED	
	<div style="display: flex; justify-content: space-between;"> JUDGE/COMMISSIONER OF THE SUPERIOR COURT DATE </div>

INCORPORATED ADDITIONAL TERMS AND CONDITIONS:

27. _____

28. _____

29. _____

30. _____

31. _____

PLAINTIFF(S) INITIALS:			
DEFENDANT(S) INITIALS:			

Notice to Parties on Mediation

Contra Costa County Superior Court is committed to providing free mediation services for Small Claims cases and strongly encourages you to participate voluntarily in Mediation.

- Mediation is a confidential (private) meeting hosted by a mediator where the parties decide if they can agree on a way to settle the case.
- Mediation is not required, it is voluntary; you may stop at any time.
- The mediator is not part of the court, and does not take sides, give legal advice or make legal decisions.
- Mediation agreements work about 70% of the time.
- Mediation is free in Small Claims cases.
- You may be able to mediate by telephone.

	If I am suing (plaintiff)	If I am being sued (defendant)
Why mediate?	<ul style="list-style-type: none"> • <u>There is no risk in mediation.</u> You may stop at any time; your case goes on to trial and the judge decides. • <u>You may lose if you go to court.</u> If you don't have enough evidence to prove your court case, you may lose—even if you are right. • <u>You cannot appeal,</u> as a plaintiff, if you lose. • <u>Defendants are more likely to pay when they share in negotiating the agreement.</u> You avoid spending time, money and effort preparing for court and collecting a judgment if you win. (Collecting a judgment often can be more difficult than winning a case.) • <u>Mediation works especially well</u> in cases where you may need, or want, to keep a relationship with the defendant. • <u>Mediation is a win-win situation.</u> 	<ul style="list-style-type: none"> • <u>There is no risk in mediation.</u> You may stop at any time; your case goes on to trial and the judge decides. • <u>You may lose if you go to court.</u> If you don't have enough evidence to defend your case, you may lose in court—even if you are right. • <u>If you lose in court,</u> you have to pay interest of 10% per year on the judgment; a lien may be placed on your home, a court order may be issued to take a part of your wages and/or your spouse's wages, etc. • <u>Judgments stay on your credit report for 7-10 years,</u> even if you pay everything right away. • <u>Mediation works especially well</u> in cases where you may need, or want, to keep a relationship with the plaintiff. • <u>Mediation is a win-win situation.</u>
What happens if I mediate?	<ul style="list-style-type: none"> • The mediator helps you write the agreement so it can be enforced. • The case is dismissed from court and no judgment is entered against the defendant. The plaintiff can only file a case again if the defendant doesn't keep the agreement. • The defendant's credit report does not show any judgment. • After mediation, it is easier to repair relationships with a defendant or a plaintiff who is family, a friend, neighbor, co-worker, or someone you do business with. 	
Who can I contact?	<p>To set up a case or get more information, contact: The Congress of Neutrals at (925) 937-3008.</p> <p style="background-color: black; color: white; text-align: center; padding: 5px;">The Congress of Neutrals reports that parties enter mediated agreements 90% of the time. Consider mediating.</p>	

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address): ATTORNEY FOR (Name): _____ Phone #: _____	<i>COURT USE ONLY</i>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE 255 North Forbes Street Lakeport, CA 95453 Division: _____ Lakeport _____ Clearlake	
Case Name: _____	
JUDGMENT AFTER DEFAULT IN STIPULATED AGREEMENT (Unlawful Detainer)	Case Number: _____

For good cause showing, IT IS HEREBY ORDERED that: Plaintiff(s), _____
 have judgment against Defendant(s), _____
 as follows:

- Writ of possession to issue immediately.** Plaintiff(s) is entitled to immediate possession of the premises located at _____.
- Money judgment in the amount of _____.

Dated: _____

 Judge of the Superior Court

Preparing for Your Mediation.

You may use the following worksheet to prepare for your mediation.

1. List the details, dates, and events in your dispute. Next to each item note documents and/or persons involved.
2. List your interests or needs in this dispute, including financial and emotional etc. (Do you want an apology?)
3. List the interests or needs of the other people involved. (If you apologized, would it help?)
4. List areas where you agree, or are close to agreement.
5. List all possible ideas you have that might satisfy all sides (consider ideas that do not involve money, be creative).
6. Why is it important for you to resolve this dispute? What will you gain? What will you avoid?
7. Why is it important for the other people involved to resolve this dispute? What will they gain? What will they avoid?
8. List the consequences of not resolving the dispute at mediation (legal costs, loss of time from work and family, emotional stress etc.).

Bring your lists to the mediation and refer to them as you negotiate.



Title _____ Number _____

Type of case _____

Description _____

Referral source _____ Mediator _____

Other info _____

AGREEMENT TO MEDIATE: We understand that the mediator is an impartial person facilitating communication between the litigants. No attorney-client relationship will be developed between the mediator and the litigants. All communications made during mediation are confidential. Mediators cannot be called as witnesses. All written agreements reached in mediation are admissible and enforceable in court.

Party Signature: _____ Plaintiff/Defendant

Address _____

Phone _____

Party Signature _____ Plaintiff/Defendant

Address _____

Phone _____

Party Signature _____ Plaintiff/Defendant

Address _____

Phone _____

Attorney Signature _____

Attorney for Plaintiff/Defendant

Attorney Signature _____

Attorney for Plaintiff/Defendant

Date of Mediation _____ **Agreement** _____ **No Agreement** _____

Time spent: Intake _____ **Mediation** _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE	<i>COURT USE ONLY</i>
PLAINTIFF:	
DEFENDANT:	
NOTICED MOTION REQUESTING ENTRY OF JUDGMENT AFTER DEFAULT AND SUPPORTING DECLARATION (Small Claims)	Case Number:

I, _____,
Plaintiff/Defendant (*circle*) in this action, declare that:

3. On _____ the parties stipulated that Defendant/Plaintiff perform pursuant to the terms of the agreement reached in mediation, **copy attached**.

4. Defendant/Plaintiff, _____, breached the agreement as follows:

5. On _____ (*date*), I sent a copy of the document to Defendant/Plaintiff through regular mail to the address listed in the agreement.

6. Plaintiff/Defendant requests that the dismissal of this action be vacated and that the Court enter a judgment granting relief pursuant to the terms of the agreement and the breach as stated above.

I declare under penalty of perjury that the foregoing is true and correct.

Date: _____

Signature of Plaintiff/Defendant, declarant

SMALL CLAIMS FILING PACKET
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

Small Claims Courts	Addresses	Telephone Nos.
CONCORD	2970 Willow Pass Road, Concord, CA 94519	(925) 646-5410
PITTSBURG	45 Civic Avenue, Pittsburg, CA 94565	(925) 427-8158
RICHMOND	100 37th Street, Richmond, CA 94805	(510) 374-3137
WALNUT CREEK	640 Ygnacio Valley Rd, Walnut Creek, CA 94596	(925) 646-6578

Amounts You May Sue For and Filing Fees	
If you are : a person (this includes sole-proprietors) you may claim up to \$7,500	
a Corporation, limited liability company or partnership , you may claim up to \$5,000	
If your claim is between....	Your filing fee is:
\$0 and \$1,500	\$30 per case
\$1,501 and \$5,000	\$50 per case
\$5,001 and \$7,500	\$75 per case
When you file more than 12 cases in any 12-month period, the filing fee is: \$100 per case	
You are limited to filing two claims per calendar year (Jan-Dec) for more than \$2,500.	

What form do I need to file?	Plaintiff's Claim and Order to Go to Small Claims Court (Form SC-100*) included in this packet	Other Information: You must have the claim and the Notice to Parties on Mediation served on (delivered to) the defendant.
-------------------------------------	---	---

Where can I get forms?	At websites: <ul style="list-style-type: none"> www.cc-courts.org Contra Costa County Superior Court Website www.cc-courthelp.org Virtual Self-help Law Center www.courtinfo.ca.gov/forms State's website for all court forms 	At court: <ul style="list-style-type: none"> Small Claims courts in Pittsburg, Concord, Walnut Creek and Richmond Spinetta Family Law Building in Martinez
How can I file my claim?	In person at the clerk filing window, bring: <ul style="list-style-type: none"> the original SC-100 you filled out 1 copy of the SC-100 for each defendant and 1 for you the filing fee for the claim (cash, money order or check) By mail: Write a letter asking the court clerk to file your claim and return the copies to you (unless the clerk is to serve the defendant(s)). Include <ul style="list-style-type: none"> the original claim 1 copy of the claim for each defendant and 1 for you the filing fee—check or money order only a stamped self-addressed return envelope for your copy(s) 	More Information: Which Small Claims court house you file your claim in depends on various concerns. These are listed in Form SC-100, no. 5, included in this packet. If your case fits more than one court, you get to choose where you file. Do not attach any original papers to SC-100 - take your original papers with you to the trial. Note: You cannot file online. Make checks or money orders to Contra Costa County Superior Court. Fee waiver - If your income is below the federal government poverty level, ask for a fee waiver. Use forms FW-001* , FW-001-INFO* , and FW-003* . If the court grants the fee waiver; take all of your paperwork to the sheriff who will serve your claim for free.

What forms do I serve to the defendant?	You <u>must</u> serve <ul style="list-style-type: none"> a <u>copy</u> of Form SC-100 you filed, <u>and</u>, the <u>blue</u> Notice to Parties on Mediation 	Very important: Keep a copy of Form SC-100 you filed and the <u>green</u> Notice to Parties on Mediation for yourself.
How do I serve Claim and the Notice to	After filing, you must 'serve' (deliver) a copy of SC-100 and <u>blue</u> Notice to Parties to the defendant(s).	Other information: Read and keep the <u>green</u> sheet on mediation. <ul style="list-style-type: none"> 'Service' of legal papers is explained in forms

<p>Parties on Mediation?</p>	<p>Only an adult who is <u>not</u> suing may deliver the copy of your claim and notice to the defendant. Your server must serve the papers <u>at least</u></p> <ul style="list-style-type: none"> • 15 calendar days before the trial date, if the defendant lives or works <u>in</u> the county. • 20 calendar days, if the defendant lives or works <u>outside</u> the county. <p>After your claim and notice are served, you need to prove to the court that they were served. See Proof of Service, Form SC-104.</p>	<p>SC-104B and SC-150* in this packet.</p> <ul style="list-style-type: none"> • To serve businesses and the government, see Form SC-104C in this packet. <p>3 types of service are allowed in Small Claims cases:</p> <ul style="list-style-type: none"> • In person • By certified mail by the court clerk only • By substituted service <p>Proof of service, Form SC-104 Your server (not you) fills out Form SC-104. The form <u>not</u> included here. Get it at a court or from a website. File the filled SC-104 <u>5 calendar days</u> before the trial.</p>
<p>How do I ask the court clerk to serve the defendant?</p>	<p>The court clerk may serve the claim and notice for you by certified mail. Ask when filing.</p> <p>You pay a \$10 fee for each defendant served.</p> <p>If filing by mail: In your letter (see above), also ask the clerk to serve a copy of the claim. Include the \$10 fee for each defendant.</p>	<p>Very Important: Call the clerk 15 calendar days after your request to see if service by certified mail succeeded; if it didn't, you must serve the defendant(s) in person or by substituted service. You may need an extension of the hearing to do so.</p> <p>If you filed by mail: Call the clerk 20 calendar days after mailing.</p>
<p>How do I get an extension of the trial hearing date</p>	<ul style="list-style-type: none"> • As a <u>plaintiff</u>, if you have <u>not served any defendant(s)</u> <ul style="list-style-type: none"> ○ Write a letter, or go, to the court and ask for an extension. No fee. • As a <u>plaintiff</u>, if you have served some but not all defendants; OR as a <u>defendant</u>, if you need an extension <ul style="list-style-type: none"> ○ Fill out form SC-110 "Request to Postpone Small Claims Hearing" and the top part of SC-111 "Order on Request to Postpone Small Claims Hearing". File both forms. Pay the \$10.00 fee. ○ Mail or deliver a copy of the request to all other parties in the case. ○ The court will mail you its decision. 	<p>Other information: Include your case name and case number on all papers you file with the court.</p> <p>Very Important: File for an extension at least 10 calendar days before the trial date. If you need an extension and it is less than 10 days before the hearing, you must go to the hearing and ask for the extension in person.</p> <p>Note: You need a good reason to change the date of the hearing. Good reasons include: Out-of-town on business which could not be changed; surgery, etc. Support your request for an extension with documents, if possible (for example, a letter from your doctor or employer, etc.)</p>
<p>How do I dismiss my case before trial?</p>	<p>If you resolved the case (or want to dismiss the case for another reason), ask for a dismissal form at the court clerk's window.</p>	<p>Other information: Contact the Small Claims Advisor's office.</p>
<p>Where can I get more help?</p>	<p>Small Claims Workshops: Attend a free 2 1/2-hour workshop, "How to Use the Small Claims Court", learn how to</p> <ul style="list-style-type: none"> • write an effective demand letter; • file and serve your small claims case; • present your case to the court. <p>Very Important: You are taught how to fill out your own forms; the forms aren't filled out for you.</p> <p>At websites:</p> <ul style="list-style-type: none"> • www.cc-courts.org • www.cc-courthelp.org • www.courtinfo.ca.gov/selfhelp/smallclaims 	<p>Other information:</p> <p>California Dept. of Consumer Affairs – for Information on and links to licensing boards and bureaus (auto repair, labor, contractors, salons, etc.); to file consumer complaints; for legal guides</p> <ul style="list-style-type: none"> • www.dca.ca.gov • (800) 952-5210 <p>Contra Costa County Recorder– for fictitious business filing name (FBN) (dba)</p> <ul style="list-style-type: none"> • (925) 335-7908 • www.criis.com/contracosta/official.shtml <p>Contra Costa County Assessor – to find a property owner</p> <ul style="list-style-type: none"> • (925) 313-7400 • www.criis.com/contracosta/srecord.shtml

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO: _____ FAX NO. (Optional) _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT:	CASE NUMBER: _____ HEARING DATE: TIME: _____ DEPT.: _____
SMALL CLAIMS AGREEMENT	

This is not a judgment. This matter is dismissed without prejudice. All parties consent to the court retaining personal and subject matter jurisdiction over this matter pursuant to CCP §664.6, which allows for enforcement of this agreement. They further request that the court, as applicable in the event of default, vacate this dismissal and enter an order of judgment to enforce the terms of this agreement upon plaintiff's filing of a Noticed Motion Requesting Entry of Judgment and Supporting Declaration. (available at the Self Help Center).

- 1. Defendant(s) shall pay to plaintiff(s), the amount of _____. That amount is to be paid in monthly/weekly installments until paid in full. Each monthly/weekly installment is to be in the amount of _____ on or before the _____ of each month/week, beginning on _____.
- 2. The parties hereby release and settle any and all claims and causes of action arising out of the events and incidents referred to in the pleadings for this action, including those claims that they have brought or could have brought through the effective date of this agreement.
- 3. Other terms _____

- 4. For purposes of service of process by mail in the event of default, Defendant's address of record is as follows: *(no P.O. Boxes unless mail is not delivered to physical address)*

If Defendant(s) defaults as to any terms of this stipulated agreement, judgment shall be entered upon filing of a Noticed Motion Requesting Entry of Judgment and Supporting Declaration with the court. Judgment shall include the following:

- 1. Balance due in accordance with the terms of this agreement.
- 2. The entire amount, less any payments already made, originally asked for in the complaint.
- 3. Other _____

Defendant understands that he or she has 10 days from the date of receipt of the plaintiff's regular mail notice to request a hearing contesting entry of judgment.

Date: _____

Plaintiff signature

Defendant signature



**Superior Court of California, County of San Francisco
SRL Mediation Program**

400 McAllister Street, Room 103A
San Francisco, CA 94102

SRL Mediator Panel Volunteer Agreement

I, _____ (Volunteer Mediator) do hereby agree to abide by the following conditions at all times while volunteering for the SRL Mediator Panel. I understand that any infraction of the following conditions may result in immediate termination of my privilege to mediate with the San Francisco Superior Court (the "Court"):

1. I will not solicit business or employment during the hours I am volunteering for the Court.
2. I will not copy, remove, or use any documents from the Court and/or ACCESS Center for any purpose other than assisting self-represented litigants in mediation.
3. I will not accept gifts or compensation from any parties for which I have served as a volunteer mediator.
4. I will present for review by an ACCESS Center Staff Attorney and/or the Mediation Advisor all paperwork in which I assist parties in completing.
5. I have read and will follow the Standards of Conduct for Mediators and the California Court Rules 3.850 et. seq. regarding mediation.
6. I will attend all mediations and calendars as scheduled by the Mediation Program. Unexcused absences or habitual tardiness can result in removal from the Panel at the sole discretion of the Court.
7. I commit to cover three (3) mediation calendars per month for a period of one (1) year.

By signing this agreement I acknowledge that I have read, understand, and will abide by the above terms.

Volunteer Mediator Signature: _____

Date: _____

**SAN FRANCISCO SUPERIOR COURT
 SELF-REPRESENTED LITIGANT MEDIATION PROGRAM
 LIMITED CIVIL**

400 McAllister Street, Room 103A
 San Francisco, CA 94102



PLAINTIFF(S):

DEFENDANT(S):

VOLUNTARY MEDIATION AGREEMENT – UNLAWFUL DETAINER

CASE NUMBER:

PAGE 1 OF

Premises Located at: _____, City and County of San Francisco (“the premises”)

Plaintiff and Defendant voluntarily agree that this matter is settled based on the following terms:

DEFENDANT AGREES:

1. To pay the following:

Principal:	Daily Rental Value:	Attorney Fees:	Court Costs:	Other:	Total:
\$	\$	\$	\$	\$	\$

2. To make payment(s) to be Postmarked OR Received on the following date(s)

1.) \$	by	2.) \$	by	3.) \$	by	4.) \$	by	5.) \$	by
6.) \$	by	7.) \$	by	8.) \$	by	9.) \$	by	10.) \$	by
11.) \$	by	12.) \$	by	13.) \$	by	14.) \$	by	15.) \$	by

and \$ _____ on the _____ day of each Week; Month thereafter until paid. Prepayment is acceptable.

3. To pay rent as follows: \$ _____ per Day; Week; Month; to be Postmarked OR Received by: _____, beginning on (date) _____.

4. Payments will be made using: Cash; Certified Funds; Cashier’s Check; Money Order; Other: _____.

5. Payments will be sent to (name/address): _____.

6. Payments will be sent by: U.S. Mail; Personal Delivery; Other: _____.

7. To return possession of the premises to Plaintiff(s) on or before: _____.

8. To turn in keys to Plaintiff/Agent by (date/time): _____ at (location): _____.

9. To make the following repairs or corrections: _____.

10. In consideration of the terms of this Voluntary Mediation Agreement, Defendant(s) herein waives any further stays of execution or the right to petition for relief from forfeiture pursuant to Code of Civil Procedure §1179.

11. To leave the premises in a clean and orderly condition, free of debris, garbage and all personal belongings.

PLAINTIFF AGREES:

12. To pay the following:

Move-Out Costs:	Security Deposit:	Attorney Fees:	Court Costs:	Other:	Total:
\$	\$	\$	\$	\$	\$

-OVER-

13. To make payment(s) to be Postmarked OR Received on the following date(s)

1.) \$ by	2.) \$ by	3.) \$ by	4.) \$ by	5.) \$ by
6.) \$ by	7.) \$ by	8.) \$ by	9.) \$ by	10.) \$ by
11.) \$ by	12.) \$ by	13.) \$ by	14.) \$ by	15.) \$ by

and \$ _____ on the _____ day of each Week; Month thereafter until paid. Prepayment is acceptable.

14. To pay rent as follows: \$ _____ per Day; Week; Month; to be Postmarked OR Received
by: _____, beginning on (date) _____.

15. Payments will be made using: Cash; Certified Funds; Cashier's Check; Money Order; Other: _____.

16. Payments will be sent to (name/address): _____.

17. Payments will be sent by: U.S. Mail; Personal Delivery;
Other: _____.

18. To dismiss the action with prejudice upon defendant's performing all the terms of this agreement.

19. To reduce rent as follows: _____.

20. To waive all rent and rental damages due from Defendant(s) through (date): _____.

21. To request an immediate writ of possession for the premises but to stay actual execution of the writ until (date): _____.

22. To make the following repairs or corrections: _____
_____ by (date): _____.

23. To provide a Letter of Reference as follows: Neutral Letter of Reference; Other Letter: _____.

PLAINTIFF AND DEFENDANT ALSO AGREE THAT:

24. This agreement may be disclosed to the Court pursuant to Cal. Evidence Code §1123.

25. Trial date of _____ is vacated.

26. Parties stipulate that a judgment shall be entered pursuant to the terms of this settlement agreement under Cal. Code of Civ. Procedure §664.6 .

27. If any enforcement of this settlement agreement is necessary, the parties request that the Court retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement per Cal. Code of Civ. Procedure §664.6.

28. Parties stipulate that any party may apply ex parte for entry of judgment in the event of breach of this agreement as follows: _____

_____.

29. The parties have satisfied all terms of this agreement. Plaintiff(s) shall file a dismissal with prejudice no later than: _____, 200__.

30. This matter is dismissed without prejudice. Plaintiff(s) shall file a dismissal without prejudice no later than: _____, 200__.

31. This settlement Does; Does Not dispose of the entire case, including any cross-complaints.

32. This agreement is a full and mutual release of all other claims between these parties arising out of this tenancy, and includes all claims known or unknown (except for any claims of these parties regarding the disposition of the security deposits and claims thereunder), and the parties specifically waive all rights under California Civil Code §1542, which reads as follows:

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

-CONTINUED-

33. Security Deposit:

- Plaintiff will handle defendant(s)' Security Deposit pursuant to Civil Code §1950.5
- Plaintiff will retain Defendant(s)' Security Deposit and Defendant waives any further accounting of same
- Parties will handle Security Deposit as follows: _____.

34. Attorneys Fees and Costs:

- All parties will bear their own attorney's fees and costs.
- Defendant(s) shall pay to Plaintiff(s) attorneys fees of \$ _____ and costs of \$ _____.

35. All jury fees deposited are ordered refunded.

36. _____

 _____.

37. _____

 _____.

38. _____

 _____.

39. ADDITIONAL PAGES ATTACHED

Plaintiff Signature	Date	Defendant Signature	Date
Plaintiff Signature	Date	Defendant Signature	Date
Plaintiff Signature	Date	Defendant Signature	Date
Plaintiff Signature	Date	Defendant Signature	Date
Attorney for Plaintiff Signature	Date	Attorney for Defendant Signature	Date

<input type="checkbox"/> IT IS SO ORDERED			
<input type="checkbox"/> JUDGMENT IS ENTERED	_____ JUDGE/COMMISSIONER OF THE SUPERIOR COURT		_____ DATE



SAN FRANCISCO SUPERIOR COURT SRL MEDIATION PROGRAM

Civic Center Annex
ACCESS Center
575 Polk Street, Room 001
San Francisco, CA 94102

Statement of Voluntariness and Confidentiality Agreement

Voluntariness:

All Mediations are completely voluntary. The San Francisco Superior Court's Self-Represented Litigant Mediation Program does **NOT** require anyone to mediate or settle their case. The decision to mediate and any decision to settle a case can only be made by a mutual agreement between the parties. **Either party may end the mediation at any time.**

Confidentiality:

Communication is a key component of the mediation process. For mediation to be successful, its participants should feel they could freely discuss the issues. All mediation participants are asked to sign the Confidentiality Agreement, which outlines the policy for all court staff and volunteers as well as California laws regarding the confidentiality involved in mediation (including CA Evidence Code §1115-1128, 703.5).

Please be aware that whether mediation participants sign this Confidentiality Agreement or not, they are bound by California laws regarding mediation. While this document outlines the provisions of those laws, program staff and mediator(s) cannot give legal advice or tell a client or party what they **should** do. If you have concerns about how mediation may impact future legal proceedings, you may consult a lawyer.

A. Mediation Participants (see exceptions below):

1. All communication between parties during this mediation session, and all communication with program staff or volunteers, shall remain confidential and cannot be used in court or other non-criminal legal proceedings.
2. Written documents prepared specifically for mediation, during mediation, or as a direct result of mediation, cannot be used as evidence in court or other non-criminal proceedings.
3. The mediator(s) and other program staff or volunteers cannot be used as witnesses in court or other non-criminal legal proceedings. **(OVER) ➔**

4. Prior to ending the mediation session, parties should discuss how confidentiality will affect discussing the case with friends, family, attorneys, counselors, court personnel, etc.

B. The Mediator(s):

1. When mediator(s) meet with either party separately during this mediation, the mediator(s) will keep information learned in the private meetings confidential, unless
2. the party gives the mediator(s) specific permission to disclose the information to the other party.

C. Exceptions to Confidentiality:

1. Parties involved in mediation may agree to make exceptions to this Confidentiality Agreement. All parties must agree and the agreement should be in writing. For example, the parties can agree that any agreement may be disclosed to the Courts or other entities.
2. Documents that existed prior to mediation, and information known or obtainable outside of mediation, are not made inadmissible in court or other legal proceedings simply by being used in mediation.
3. The mediator(s) may report to Court ADR Program Staff general information and outcomes solely for evaluation and statistical reports.
4. State Law may require reporting or disclosure of specific criminal acts or threats of violence.

WE, THE INDIVIDUALS LISTED BELOW, UNDERSTAND AND AGREE TO THE ABOVE STATEMENTS AND POLICIES.

CASE #

Parties

_____	_____	_____
Date	First Name/Last Name	Signature

_____	_____	_____
Date	First Name/Last Name	Signature

_____	_____	_____
Date	First Name/Last Name	Signature

Mediator(s), Observers, and Others Present

_____	_____	_____
Date	First Name/Last Name	Signature

_____	_____	_____
Date	First Name/Last Name	Signature

_____	_____	_____
Date	First Name/Last Name	Signature



ACCESS

**SAN FRANCISCO SUPERIOR COURT
SELF REPRESENTED LITIGANT MEDIATION PROGRAM**

400 McAllister Street, Room 103A
San Francisco, CA 94102

VOLUNTARY MEDIATION AGREEMENT

Case Number _____

Plaintiff (name) _____

Defendant (name) _____

Plaintiff and Defendant voluntarily agree to the following terms: _____

Plaintiff and Defendant also agree that (check all that apply):

- This agreement may be disclosed to the Court.
- The parties will keep this case open and request a Progress Report Hearing on the following date(s): _____ . If the parties satisfy the terms of the Mediation Agreement, they do not have to come to the Progress Report Hearing. If the parties do not satisfy the terms of the Mediation Agreement they will return to court on the above specified date(s). The Court will retain jurisdiction and the case will remain open until the final Progress Report Hearing. It is the parties' responsibility to monitor compliance with this agreement and to report non-compliance at the Progress Report Court Hearing. **If neither party returns to court for the final Progress Report Hearing, the Court will dismiss the case with prejudice.**
- The parties have satisfied all terms of this agreement. This matter is dismissed with prejudice.
- This matter is dismissed without prejudice.

Date: _____

Date: _____

Plaintiff Signature

Defendant Signature

Plaintiff Signature

Defendant Signature

Court use only:
UCH, CB, USF, ACC

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO: _____ FAX NO. (Optional) _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PETITIONER/PLAINTIFF: _____ RESPONDENT/DEFENDANT: _____	CASE NUMBER: _____ HEARING DATE: _____ TIME: _____ DEPT.: _____
STIPULATION FOR ENTRY OF JUDGMENT (UNLAWFUL DETAINER)	

This Agreement, which is not a judgment, shall be filed, but no judgment shall be entered until and unless defendant(s) default on any term of this agreement. If defendant(s) perform all of the obligations of this agreement, plaintiff(s) shall file a Request for Dismissal, Entire Action, not later than three weeks from its satisfactory conclusion, whichever occurs last. If defendant(s) default, plaintiff(s) shall have judgment entered as set forth herein, upon **noticed ex parte application** to the court setting forth the default of the defendant(s). This matter is set for review on _____ . If neither party appears, and plaintiff(s) has not filed a Request for Dismissal for the Entire Action, the court will dismiss the case without prejudice.

- 1. Defendant(s) shall surrender possession of the subject premises to plaintiff(s) on or before _____.
- 2. Defendant(s) shall pay to plaintiff(s), the amount of \$_____ in rent, on or before.
- 3. All parties shall bear their own attorney's fees and all costs.
- 4. Defendant(s) shall pay to plaintiff(s)' attorney's fees of \$_____ and costs of \$_____.
- 5. Plaintiff(s) waives all rent and rental damages due from defendant(s) through _____.
- 6. Defendant's security deposit shall be handled as follows:
 - Plaintiff shall be awarded the security deposit of \$_____ to cover rent in the amount of \$_____ for the period _____.
 - Plaintiff shall return the security deposit to Defendant by _____.
 - In accordance with the requirements of Civil Code section 1950.5, plaintiff will mail an itemized statement along with any unused portion of deposit to defendant within 3 weeks after the defendant vacates the premises.
- 7. Rent and rental damages shall be prorated to and not accrue beyond actual surrender date of premises.

8. _____

If defendant(s) defaults as to any terms of this Settlement Agreement, judgment shall enter and include the following:

- 9. Immediate forfeiture of the subject Rental Agreement.
- 10. Plaintiff(s) shall have immediate possession of the subject premises upon noticed ex parte application for judgment after default (Noticed Motion Requesting Entry of Judgment Pursuant to Default and Supporting Declaration form to be obtained at the court clerk's counter) as stated herein.
- 11. Plaintiff(s) agrees that notice of ex parte application of judgment after default shall be given 24 hours prior to filing. Notice to Defendant(s) shall be given verbally by telephone, in person or by leaving a message at the telephone number(s) provided by Defendant(s) and, only if Defendant(s) are not available by telephone, or there is no message device or person available to receive a message, then notice will be given by mail to the address(es) provided by Defendant(s).
Defendant(s) phone numbers are: (h) _____ (w) _____ (cell/pager) _____.
Defendant(s) agrees that it shall be Defendant(s) affirmative duty to keep Plaintiff informed as to Defendant(s) changes in addresses and telephone numbers and that failure to do so may result in unanticipated, serious and negative legal and economic consequences to Defendant(s).
- 12. Judgment amounts shall enter, as set forth by application and judgment, for unpaid rent and rental damages owed to Plaintiff(s).
- 13. Judgment shall include the herein agreed upon costs of \$ _____ and attorney's fees of \$ _____
- 14. Plaintiff(s) may apply the Security Deposit toward and/all Judgment amounts.
- 15. Judgment shall enter for those amounts still due from those amounts set forth in the within Settlement Agreement.
- 16. A Prejudgment Claim of Right to Possession was served and filed with the Court. The Judgment shall include same.

DATED: _____

Plaintiff(s) _____ Defendant(s) _____

MEDIATION



- ✓ Can help you SETTLE:
 - Small Claims Cases
 - Civil Harassment Restraining Orders
 - Evictions
 - Limited Civil Cases
- ✓ Saves MONEY, TIME, and STRESS.
- ✓ Is CONFIDENTIAL
- ✓ Gives you more CONTROL of your case

*Ask about MEDIATION at the Self-Help Center or the
ADR Window.*

COURT USE ONLY—NOT FOR PUBLIC DISTRIBUTION

Most civil cases settle before trial. Mediation can help you settle your case, often without the need for a trial. A mediator can help both sides discuss options to resolve the case.

Here are some of the advantages of mediation:

- **You control the outcome.** You decide what you are willing to accept and have a lot more flexibility than a judge. For example, a judge usually cannot order someone to return property or make someone do something like apologize. A judge can usually only give a money judgment, order an eviction, or give a restraining order. In mediation, you can agree to a payment plan, an exchange of property or other non-money solutions.
- **Trial is risky.** Although you may feel like you have a strong case. The other side may feel the same way. However, a judge may disagree with one or both of you.
- **Plaintiffs who win their case will still need to enforce their judgment and may have to fight an appeal.** Even if you win your case, the court does not collect the money for you. If the defendant does not voluntarily pay the judgment, the plaintiff will have to do all the work to collect. These extra steps can cost time and money. In mediation you can make a payment plan to fit your needs, and we find that there is a higher likelihood of getting money owed to you when both parties agree to a plan that works for them.
- **Defendants who lose their case will have a judgment against them on the public record.** A confidential mediated agreement will not be on the record and may protect your credit rating.
- **Mediation is confidential.** Mediation discussions cannot be used against the other side in court. Mediators cannot discuss your case with anyone and cannot be called to court to testify about what was said.
- **Mediation gives you a better understanding of the issues.** Talking about your case in mediation gives you a chance to consider evidence, organize your thoughts, and make informed decisions.
- The mediation process is **voluntary**, so both sides must want to try it. Either party can end the mediation at any time. You do not lose your right to a trial as long as you meet the legal deadlines.

If you would like to try mediation, I can refer you to a mediation provider.

Superior Court of California, County of Alameda
Mediation Outreach Training for Self-Help Center Staff

TRAINING AGENDA

1. Introduction to mediation
 - a. A conversation with the help of a 3rd party neutral, the mediator.
 - b. All decisions are up to the parties.
 - c. Mediator does not decide who is right or wrong, tell the parties what they should do, or provide legal advice.
 - d. Mediations are confidential. Statements made in mediation are protected by state law and the mediator cannot be called to testify in court about what was said in mediation. These civil mediations are different than family law mediations where mediators may share information with the court or make recommendations to the court.
 - e. Mediation is voluntary. Each party has to be willing to participate and can end the mediation at any time if they choose to do so.
2. Talking to clients about mediation
 - a. Advantages to Mediation – The Mediation Pitch
 - b. Brochures and timelines
 - c. Statute of limitations – don't wait to file
3. Referrals:
 - a. SEEDS/Center for Community Dispute Settlement brochures
 - b. Costs – usually sliding scale for community mediation providers.
4. Keeping track of outreach stats

For questions about the law and forms:

Lake Superior Court Self-Help Center
380 North Main Street
Lakeport
Walk-in services Mondays and Tuesdays, 8:30
am until 4:00 pm
Phone: 707.263.9024

Mendocino Superior Court Self-Help Center
Ukiah Courthouse, 3rd floor
Walk-in services Monday through Thursday,
12:00 pm until 4:00 pm

For Mediation Services:

Lake/Mendocino Superior Courts'
Civil Mediation Program
Email: lakemendomediatio@gmail.com
Phone: 707.495.1709

Community Mediation
Lake County Dispute Resolution Services
707.263.6088

***ARE YOU THINKING OF
ASKING THE COURT FOR A
CIVIL HARASSMENT
RESTRAINING ORDER?***

**WHY YOU MIGHT WANT TO MEDIATE
RATHER THAN LITIGATE**

How can I get a Civil Harassment Restraining Order?

You need to fill out forms CH-100, CH-102, CH-120 & CH-140 and turn them in to the Court Clerk's office (Civil Division) at your courthouse. Follow the instructions for each form carefully and answer all the questions. You can find and fill out the forms on-line at: www.courtinfo.ca.gov/forms. After you fill out and turn in the forms, you have to go in front of a judge to complete the process.



To get a civil harassment restraining order, you usually need to do 2 steps:

1. Ask for a Temporary Restraining Order ("Ex Parte" Hearing)

The judge first reads the forms you turned in to decide two things: (1) is there is "reasonable proof" you have been harassed under the law? And (2) will you suffer great harm if the judge doesn't give you a restraining order right away? If the answer to both questions is yes, the judge will give you a temporary restraining order. The temporary order will stay in effect until there is a full court hearing to review the evidence (usually 15 to 22 days from the date you got the temporary restraining order).

2. Ask for a Final or "Permanent" Restraining Order (at a court hearing)

You will not automatically get a permanent restraining order just because you got a temporary restraining order, or because the police told you to get one.

To get a permanent restraining order, you must use evidence (written statements or testimony from people who saw the harassing activity, police reports, photographs, audio recordings, text messages, emails, letters, etc. that **clearly shows** that the person to be restrained engaged in behavior that California law defines as harassment. In most cases, the judge will not issue a final restraining order based only on your word. A permanent restraining order can last up to three years.

How is the Civil Harassment Restraining Order Enforced?

The restraining order will be entered into the statewide law enforcement database known as "CLETS", which allows law enforcement statewide to know of the existence of a restraining order. Once an order is made by the court, you can have the restrained person arrested if he or she violates the order. It is up to you to

Possible Effects and Limitations of Restraining Orders:

What a restraining order will do for you

- It will limit the restrained person's contact with you and other protected people
- You can call the police and have the party arrested if s/he violates the restraining order.
- The restrained person will have to turn over his or her guns to the local police as long as there is a restraining order.
- The restrained person will have an incentive to behave because they know they could get in trouble with the law if they violate the restraining order.

BUT, restraining order may also:

- Cut off communication and contact with someone whom you may have to deal with at work, within your family, or a neighbor –making it almost impossible to clear up any misunderstandings that exist between you.
- Worsen an already bad situation because the restrained person walks away very angry.
- Cause the restrained person to give up military or police service during the period of the restraining order, and may prevent them from getting that job back in the future.
- May show up on the restrained person's ability to get

What a restraining order will not do for you

- It will not cause the police to automatically arrest the person unless the police officer determines that he or she has, in fact, violated the order.
- It will not make the person behave if he or she is determined to continue with the harassing behavior.
- It will not force the person to get help for his or her substance abuse or anger problem.



See California Code of Civil Procedure §§525; 527.6(b); 527.6(c); 527.6(k)(1)-(k)(3) & California Penal Code §§240; 242; 646.9; 12021(g)(1).

**A MEDIATED RESOLUTION
MAY GIVE YOU A BETTER RESULT THAN A TRIAL**

Definition of mediation

Mediation is a voluntary and confidential process that allows the parties to meet with a trained, impartial mediator. The mediator helps parties that are in conflict communicate with each other in a respectful and more effective way. The mediator will help the parties define issues, overcome obstacles in their communication, and explore potential solutions. The entire process proceeds by agreement of the parties, not at the direction of the mediator.

The parties may meet together or separately. The decision is made by the parties, not by the mediator. No one will be forced to meet with the other party personally if he or she does not feel safe doing so.

During the process, the mediator will help the parties explain their concerns and interests to the other party and will help the parties identify and communicate possible outcomes of the mediation process.

BENEFITS OF MEDIATION

- **Court connected mediation mediation is free.**
- **You can avoid the pressures of having to act as your own attorney in a court trial.** Mediation can level the playing field a little and relieve feelings of intimidation, especially if other side has an attorney.
- **You will reach your own solution. Solutions that address the interests and needs of the parties have a better chance for getting the other person to cooperate.** The court knows less about the dispute than you do, and therefore, may not give you the result you are looking for.
- **You can potentially reach an agreement on all issues that concern you, even those that cannot be dealt with in a trial.**
- **All discussions during the mediation are confidential, and can not be repeated at trial.** You can speak freely about your feelings, concerns, suspicions, etc.
- **Clear, respectful communication** – If you have a relationship of any kind with the other party and will have to, or want to deal with them in the future, mediation can provide the opportunity for understanding, better communication or even reconciliation.
- **If you do not reach agreement, you can still have a trial.**

IMPORTANT INFORMATION ABOUT CIVIL HARASSMENT RESTRAINING ORDERS



What is a Civil Harassment Restraining Order?

A civil harassment restraining order is a court order issued by a judge that tells the restrained party (the person you are requesting protection from) to not harass or contact you (either directly or indirectly). A civil harassment restraining order can also order the restrained party to stay away from you, your home, your job, your vehicle and others who live with you.

Civil harassment restraining orders may be issued against someone who is harassing you, such as an acquaintance, co-worker, neighbor or stranger. If that person is a close relative, someone you have dated, married, or with whom you've had children, you will be protected by domestic violence law, which defines harassment differently than the law for civil harassment.

What is "Harassment" under California law?

- **Assault** (intentionally attempting to cause harmful or offensive contact) *Example:* Someone has swung a fist at you or thrown an object at you with the intention of hitting you, even if they miss you.
- **Battery** (intentional harmful or offensive contact) *Example:* Someone has swung a fist at you or thrown an object at you with the intention of hitting you and they do hit you.
- **Stalking** (a series of repeated actions that are meant to put you in fear for your safety, or the safety of your immediate family) *Example:* Someone repeatedly follows you, watches you, and/or makes repeated and unwanted contact with you by email, phone, or any other method of communication, to scare or frighten you.
- **Credible threat of violence** (a statement or action that reasonably places you in fear for your safety, or for the safety of your immediate family). *Example:* You personally hear someone say to you, "If you ever call the cops on me again I'm going to kill you."
- **Repeated actions that seriously alarm, annoy, or harass you, that serve no legitimate purpose and cause you extreme emotional distress.** *Example:* Someone has sent you 50 unwanted and upsetting text messages, emails and/or voicemails within a week.

SETTLEMENT AGREEMENT

Case Name: _____

Case Number: _____

We, the parties in this action, attended mediation on _____, 2010, and agree as follows:

- Petitioner agrees that this matter may be dismissed without prejudice.
- Respondent will not do the following in relation to petitioner: harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, destroy personal property, keep under surveillance, block movements of one another, contact (directly or indirectly), telephone, send messages, mail, text or email.

_____.

- Respondent will stay _____ feet away from Petitioner's home and vehicle.
- If the parties see each other in public, both will make best efforts to avoid the other.
- This mediated settlement agreement does not constitute or incorporate any admission of any liability under any code or statute by any party to this agreement.
- Proof of violation of this agreement can be used as evidence in any future civil harassment proceeding.

Petitioner Date _____

Respondent Date _____

SETTLEMENT AGREEMENT

Case Name: _____

Case Number: _____

We, the parties in this action, attended mediation on _____, 2010, and agree as follows:

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- Proof of violation of this agreement can be used as evidence in any future civil harassment proceeding.

Petitioner Date _____

Respondent Date _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
Civil Harassment Mediation
MEDIATED SETTLEMENT AGREEMENT

Contra Costa County Superior Court
Case No. _____

Branch _____
Mediator _____

1. Plaintiff(s) _____ whose address is _____ and **Defendant(s)** _____ whose address is _____ (referred to as “the parties”) have a dispute concerning _____ which is the subject of the above-referenced civil action. The parties to the above-named action have reached a settlement agreement that is further set forth below.

2. This settlement agreement is a contract, and should be read carefully. If you need the advice of an attorney about the meaning, terms or effect of this settlement agreement, you must consult with an attorney prior to signing. Your signature(s) to this contract will affect your legal rights.

3. Plaintiff(s) and Defendant(s) agree to settle the case as follows: Defendant(s) agrees to perform the terms and conditions stated below in paragraph 6, by _____, 200____, or the date(s) stated in paragraph 5. If Defendant(s) does not perform the terms and conditions by the specified date(s), the Plaintiff may file a new civil harassment action and, in addition to any other requested relief, may present this Mediated Settlement Agreement to the Court for enforcement or other relief.

4. This agreement is not a judgment. As described in the preceding paragraph, if either party fails to meet the terms and conditions contained in this agreement, the other party may file a new request for a restraining order and ask the court for an order consistent with the terms stated in this contract.

5. Additional Terms and Conditions of the Settlement Agreement are as follows:

ADDITIONAL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT: _____

MEDIATION AT CONTRA COSTA COUNTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

AGREEMENT TO MEDIATE

We, the undersigned, agree to follow the mediation guidelines listed below, and are **authorized to negotiate** the terms of an agreement that will resolve this case.

1. **Mediation is confidential.** According to California Evidence Code sections 1115-1128, mediation is confidential. This means that parties cannot force the mediator to testify in a later court hearing, and cannot use what other parties said in mediation as part of their case. Any unaccepted proposals made in mediation remain confidential. Any documents, photographs or other items presented in mediation must be re-introduced during a later court hearing. The only exception to confidentiality in mediation is threats to harm oneself or others.
2. **Mediators may meet with parties alone or together.** Although many mediations involve meetings with all of the parties working together, either the mediator or a party may request separate sessions during the mediation.
3. **Right to a court hearing if no agreement reached in mediation.** Parties may return to court for a court hearing if they are unable to reach a full agreement in mediation.
4. **Limits on mediator's role.** Mediators are trained, impartial neutrals. Mediators do not give legal advice or make legal rulings and will not analyze the legal issues, strengths, or weaknesses of either party's case. Mediators do not make decisions for the parties. Mediators act as facilitators helping the parties to understand each other's views, identify feelings and concerns, and look for ways to settle the dispute that the parties decide will best meet their needs.
5. **Mediation agreements are considered final and binding.** If parties reach an agreement in mediation, that agreement will be written down and treated as if it were any other kind of binding legal contract. An agreement is not a judgment of the court, but if either party fails to meet the terms and conditions contained an agreement, the other party may ask the court to enforce the agreement by issuing a judgment consistent with the terms stated in the agreement contract. A mediated agreement differs from a judgment of the court in that it is not a matter of public record with automatic implications for credit ratings, and there are usually higher rates of compliance with these voluntary agreements.
6. **Respectful communication.** Mediators will give each party time to explain their views. All parties must use respectful language and gestures. Remember that the other party is more likely to collaborate with you to satisfy your interests if they feel respected.

Concord Pittsburg Richmond Walnut Creek

Number of Persons Participating _____

Date: _____ Case # _____

Plaintiff - Print Name

Defendant – Print Name

Plaintiff - Signature

Defendant – Signature

Address

Address

City State Zipcode

City State Zipcode

Home/Work Telephone

Home/Work Telephone

Plaintiff - Print Name

Defendant – Print Name

Plaintiff - Signature

Defendant – Signature

Address

Address

City State Zipcode

City State Zipcode

Home/Work Telephone

Home/Work Telephone

Mediator

Mediator

Observer

Observer