

SUPREME COURT OF YUKON

Between

Plaintiff/Petitioner

and

Defendant/Respondent

BINDING JUDICIAL SETTLEMENT CONFERENCE AGREEMENT

The parties, and their lawyers, agree to the following terms and conditions:

1. By the voluntary and informed consent of the parties, this matter will proceed by way of a binding Judicial Settlement Conference (JSC) to take place between _____ am/pm and _____ am/pm on _____, 20____.
2. Justice _____ will preside in this matter (the “presiding judge”).
3. Each party will set out its position in a written brief which will be provided to the other parties and filed with the court. These briefs will be exchanged by the parties in advance of the JSC and in accordance with a timeline determined in case management.
4. As directed by the presiding judge or agreed to by the parties, oral evidence or affidavit evidence may be required in advance of the JSC.
5. Of the issues presented at the JSC, those that are not resolved by agreement between the parties shall be determined by the presiding judge in a final and binding decision. Subject to the discretion of the presiding judge and the request of the parties, the decision will be rendered orally, or in writing, and will be read into the court record in the form of a court order.
6. This process is confidential. Statements made by counsel or by the parties in this process are privileged and without prejudice and cannot be used for any purpose, except to prove any settlement reached. With the consent of all parties, any written decision by the judge may be published providing it is anonymized.
7. With the agreement of the parties, or at the direction of the presiding judge, the JSC may be recorded on the official digital audio recording system

(DARS) in a courtroom. JSCs taking place outside of a courtroom will be recorded on a separate system for the personal use of the presiding judge. Any recording made will be sealed, and access will only be granted after an application to the presiding judge.

8. The presiding judge is non-compellable as a witness in any subsequent proceedings and is immune from legal actions.
9. The rules of evidence may not necessarily be followed in the JSC, and, in particular, hearsay evidence may be considered.
10. Any decision made as a result of binding JSC will be treated as a consent order for the purposes of appeal. It may be read into the court record.
11. The parties acknowledge that they have each read this Agreement in its entirety and understand the provisions thereof.
12. This agreement is being executed by the parties after having been informed of their right to obtain independent legal advice and, if not represented by counsel, documentation attesting to their exercise or waiver of this right is attached.
13. This agreement shall be filed and kept on the court file.

Dated at _____, Yukon, this _____ day of _____ 20_____.

Print Name [*Plaintiff/Petitioner
or Lawyer*]

Print Name [*Defendant/Respondent
or Lawyer*]

Signature [*Plaintiff/Petitioner
or Lawyer*]

Signature [*Defendant/Respondent
or Lawyer*]

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of _____, Barrister and
(name of lawyer) (city, province/territory)
Solicitor, certify that on the _____ day of _____, 20____, I explained to
_____ the provisions and effect of the attached Binding Judicial Settlement
(name of party)
Conference Agreement and the said _____ acknowledged to me that
(name of party)
he/she fully understood the terms of the Agreement and further acknowledged that
he/she was prepared to execute the Binding Judicial Settlement Conference Agreement
of his/her own free will and without undue influence or coercion from any person and,
more particularly, from _____.
(name of other party)

WAIVER OF INDEPENDENT LEGAL ADVICE

I, _____, hereby waive my right to independent legal advice.
(name of party)
I have been informed that I should have legal advice. I have read the provisions and
understand the terms and effect of the attached Binding Judicial Settlement Conference
Agreement and have executed the agreement of my own free will and without undue
influence or coercion from any person and, more particularly, from
_____.
(name of other party)