

**“SO, WHY SHOULD I SETTLE MY LEGAL DISPUTE?” HERE ARE 6 REASONS:**

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Before you say “no!” to settling your legal dispute today, please carefully consider the following reasons for saying “yes!” Feel free to take private notes about your case during the mediation while considering each of the six reasons.

**1. RISK**

There are no “slam-dunks”. Every case is risky. If you maintain that your case, or any part of it, is too strong to fail then, at least, accept that, sometimes, the judge or jury “gets it wrong”. Therefore, even if *you* are certain, *lawsuits* are inherently uncertain. Settling on terms which are short of your best-case scenario is rational since:

- a) A 3<sup>rd</sup> party decision maker is taken out of the equation, leaving those who know their own case best (including you and your lawyer) to craft the outcome, and
- b) No one suffers their worst-case scenario.

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## 2. TIME

Most cases typically move slowly toward their *Day in Court* – although that “day” is often, in reality, several days - or even weeks. Instead, settling a case early usually results in no additional (or relatively little) time being spent by the participants and their counsel. Settling early will result in the greatest time savings.

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## 3. COST

No matter how your case is being funded, there are always costs. Even if you are not paying your own legal fees, or you hired a lawyer on a contingency basis, there are still monetary and non-monetary costs (i.e., time that could be spent on work, with family or friends, or anything better than litigating). Also, if you lose, the Court may order you to pay the other side’s legal expenses (“costs”). By settling, you control monetary and non-monetary costs, thereby avoiding unpleasant surprises.

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#### 4. **PRIVACY**

Our courts are open to public. Therefore, court decisions, and the detailed reasons for them and the persons involved, are made public. They are usually, and permanently, on the internet for the world to see. Lawyers and commentators will typically blog about them. However, settlements made prior to Court are private. Strangers rarely, if ever, know the settlement terms. As well, parties to a settlement normally do not acknowledge any liability or responsibility, even if payments are made from one side to another.

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#### 5. **CREATIVITY**

There are often freely agreed-upon settlement terms that a Court could never order. For example: reference letters, favourable (but legal) tax treatment of settlement funds, releases, payments to charity or third parties. There are many other creative mechanisms to resolve disputes.

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## 6. FINALITY

Finally, Court decisions are often appealed to higher Courts. Some appeals are successful, while others are not. Appeals bring new risks, time, costs and publicity. Settlements are different: They are, by nature, final binding contracts and are not subject to appeal.

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