

STIPULATION FOR SETTLEMENT

Plaintiff(s): _____ vs. Defendant(s): _____

Case No.: _____ Court: _____

1. _____ shall pay, and _____ shall accept, the total sum of \$ _____ in full and final settlement and compromise of this action and in release and discharge of any and all claims and causes of action made in this action, and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action.

2. This Agreement shall be admissible to prove the existence of and/or to enforce said Agreement (under Cal. Code of Civil Pro. § 664.6, Cal. Evid. Code § 1123, Fed. R. Evid. 408(b), and any other applicable law). Otherwise, this Agreement shall be confidential to the maximum extent allowable by law.

3. The court shall retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement (under Cal. Code of Civil Pro. § 664.6 and any other applicable law).

4. If the case is in California State Court, the Plaintiff shall execute and file a request for dismissal of the entire action of all parties with prejudice (using standard form CIV-110). If in Federal Court, the parties shall execute and file a stipulation for dismissal of the entire action of all parties with prejudice.

5. This Agreement includes an express waiver of California Civil Code § 1542. California Civil Code § 1542 states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

6. This Agreement is a compromise of disputed claims and shall not be treated as an admission of liability on the part of any party for any purpose.

7. The parties declare that the execution of this Agreement is made by them with their full informed knowledge and consent, following the opportunity to consult with legal counsel of their choosing. The parties have had the opportunity to modify the terms and conditions herein, and to add additional terms and conditions below.

8. Unless otherwise stated herein, each party will bear its own attorney's fees and court costs.

9. Other terms, if any, are included on Attached Sheet(s), with each page initialed by each party. The total number of such Attached Sheets (if any) is _____.

Date: _____

Plaintiff: _____ Plaintiff's Attorney: _____

Defendant: _____ Defendant's Attorney: _____

Additional Party: _____ Party's Attorney: _____

Additional Party: _____ Party's Attorney: _____