

	)	CASE NO.
	)	
Plaintiff(s),	)	
vs.	)	STIPULATION FOR SETTLEMENT AND
	)	MUTUAL RELEASE OF CLAIMS
	)	(Code Civ. Proc. §664.6)
	)	
Defendant(s).	)	
	)	

This case having come on this date for voluntary mediation, it is hereby stipulated by the parties that the matter is deemed settled pursuant to the following terms and conditions:

1. The parties stipulate that this settlement *does not* constitute and shall not be deemed as an admission of liability, including any act, omission, or damages of any party.
2. Defendant(s) \_\_\_\_\_ shall pay to Plaintiff(s) \_\_\_\_\_ the sum of \$ \_\_\_\_\_ within \_\_\_\_\_ days as a full and complete settlement and compromise of the disputes arising between the parties in this matter. Plaintiff(s) agree(s) to accept said sum with the knowledge that he/she/they will be barred from proceeding against any and all defendant(s) in the future concerning all of the allegations raised in this matter.

Other terms (i.e., provision for medical comp liens, stipulation for entry of judgment, extension of the five-year statute) are as follows:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

3. Further conditions of the settlement are as follows:
  - a. If a court action is pending, Plaintiff(s) will execute a request for dismissal of the action with prejudice to be filed after all settlement documents have been signed, after a proper request has been submitted asking the Court to retain jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section 664.6, and after all funds have been paid or other settlement terms satisfied as set forth above;
  - b. The undersigned expressly acknowledges and agrees that this settlement and mutual release is intended to extinguish all claims of every type, including those known and unknown and those suspected and unsuspected, without regard to whether they are now known or suspected, even if those claims may materially affect the undersigned's

decision to enter into this release. This is a full and final mutual release, and the undersigned expressly waives any right under Civil Code section 1542, which provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

Although it is possible that the undersigned may discover new or additional damages or injuries, this release is intended to include all claims against all settling parties and to extinguish all obligations in favor of the undersigned arising from the dispute(s) at issue.

- c. Each party shall be responsible for their own attorneys’ fees and costs in this matter.
- 4. This settlement agreement may be enforced pursuant to Code of Civil Procedure section 664.6. It is admissible and subject to disclosure, despite the otherwise enforceable requirements of confidentiality, solely for the purpose of establishing in court that an agreement has been reached by the parties for purpose of enforcing and interpreting that agreement. (Evidence Code section 1123(a).) The prevailing party in any proceeding to enforce this settlement agreement shall be entitled to recover reasonable attorneys’ fees and costs.
- 5. The parties do \_\_\_\_ / do not \_\_\_\_ intend to prepare a more formal agreement of settlement and mutual release which shall include the material terms of this stipulation.
- 6. This settlement agreement is intended to be fully and formally binding and enforceable and is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and reflects the final agreement between the parties to this dispute, and each of them, pursuant to Evidence Code section 1123(b). This document contains the entire understanding and agreement between the parties concerning the resolution of the disputes between them and at issue in this matter. No other promises or agreements shall be binding or shall modify this Agreement unless signed by the parties. This agreement has been executed without reliance on any promise, representation or warranty not contained herein. *A copy of this agreement may be used in lieu of the original for all purposes.*

\_\_\_\_\_  
Attorney for:

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Attorney for:

\_\_\_\_\_  
Plaintiff

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Attorney for:

\_\_\_\_\_  
Defendant

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Attorney for:

\_\_\_\_\_  
Defendant

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Attorney for:

\_\_\_\_\_  
Defendant