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

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

1. Defendant(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall pay to Plaintiff(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the sum of $\_\_\_\_\_\_\_ as a full and complete settlement a full and complete settlement of all claims giving rise to the parties’ dispute, including any claims or causes of action, known or unknown, related to or arising out of the claims or causes of action asserted. All parties agree that this settlement is final and binding on the parties and their heirs, successors and assigns, and accept this settlement with the knowledge that all parties will be barred from proceeding against any person or entity in the future regarding any claims or causes of action related to this matter.
2. Other Terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Each party will bear their own attorneys’ fees and costs.
4. 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.
5. In order to effectuate the above-specified terms of settlement, the parties further agree to the following:
6. If a court action is pending, Plaintiff(s)/Cross-Complainant(s) will execute a request for dismissal of the action with prejudice to be filed after all settlement documents have been signed and 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
7. 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.

1. This Stipulation for Settlement may be enforced pursuant to Code of Civil Procedure section 664.6. Pursuant to Evidence Code section 1123, the parties acknowledge that this agreement is exempt from the confidentiality provisions of Evidence Code section 1152, et seq., and is admissible in evidence to enforce the settlement. In any proceeding to enforce this settlement agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred therein.
2. 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. Although the parties may contemplate entering into a more formal agreement, failure to execute such formal agreement shall not affect this Stipulation, which shall remain in full force and effect.
3. This Stipulation for Settlement is intended to be fully and formally binding and enforceable and is effective this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. It contains the entire understanding and agreement between the parties concerning the resolution of all disputes between them and 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*.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Emailed photographs of signatures shall also be valid as originals.

**The Parties, by their signatures below, have executed this Agreement and agree to be bound by it.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plaintiff (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel for Plaintiff (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel for Defendant (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plaintiff (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plaintiff (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant (print name) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant (print name) Signature