

SETTLEMENT AGREEMENT

Re: ABC v. XYZ - Mediation

Date: _____

The mediation of the above-referenced matter having concluded by settlement, the undersigned parties hereby evidence that agreement to settle the referenced action on the following terms:

1. _____ will pay to _____
the total sum of \$_____.
2. All parties will execute a mutual general release of all claims, including waivers of Civil Code § 1542, which provides as follows:

§ 1542 Certain claims not affected by general release. 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.
3. Plaintiffs will file a Request for Dismissal with Prejudice, with the Court to retain jurisdiction to enforce the terms of this agreement.
4. Each party is to bear its own costs and attorneys' fees.
5. The court may enter Judgment pursuant to the terms of this agreement under California Code of Civil Procedure § 664.6.
6. The parties intend that this document be binding, enforceable, and admissible pursuant to Evidence Code § 1123. This agreement shall be binding and final whether or not a further formal agreement is executed.
7. In the event one of the parties is required to enforce the terms of this agreement the prevailing party shall be entitled to reasonable attorneys' fees and costs.
8. Additional terms:

Plaintiff ABC

Date _____

Defendant ZYZ

Date _____

APPROVED AS TO FORM:

John Doe, Esq.
Attorneys for Plaintiff ABC

Date _____

Jane Roe, Esq.
Attorneys for Defendant XYZ

Date _____