

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

)	CASE NO.
)	
Plaintiff(s),)	
)	
vs.)	STIPULATION FOR SETTLEMENT
)	CCP § 664.6
)	
Defendant(s))	
)	

This case having come before _____ for a mediation, and the parties having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

1. _____ shall pay to plaintiff(s) _____ and to his/her/their attorney _____ the total sum of \$_____ in full settlement and compromise of this action and in release and discharge of (1) any and all claims and causes of action asserted in this action, and (2) any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action.

2. Plaintiff(s) agree to accept said sum in full settlement and compromise of the action and agrees that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or unknown, which plaintiff(s) has against any and all of the defendants in that action arising out of the events or incidents referred to in the pleadings in this action.

This settlement includes an express waiver of Civil Code § 1542, which 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.”

3. Plaintiff(s) further agree to sign, acknowledge and deliver to defendants a standard form of a Release of all such claims and causes of action and to sign and deliver to

defendants a standard form of Request for Dismissal with of the action with prejudice.

4. Plaintiff(s) shall protect and indemnify the defendants in said action, (and his/her/their liability insurance carrier(s)) against any and all liens, subrogation claims and other rights that may be asserted by any person against the amount paid in settlement of the action or against any recovery by the plaintiff(s) in the action.

5. Counsel for each of the parties to this agreement represents that he/she has fully explained to his/her client(s) the legal effect of this agreement and of the Release and the Request for Dismissal with prejudice provided for herein and that the settlement and compromise stated herein is final and conclusive forthwith, and each attorney represents that his/her client(s) has freely consented to and authorized this agreement.

6. Payment of the stated settlement amount shall be made by _____.

7. Unless otherwise stated herein, each party will bear his/her/its own attorneys' fees and court costs.

8. Other terms and conditions:

9. Any provisions of Evidence Code §§ 1115 - 1128 notwithstanding, this agreement may be enforced by any party hereto by a motion under Code of Civil Procedure §664.6 or by any other procedure permitted by law in the Superior Court of the State of California for the County of Monterey.

10. The provisions of the confidentiality agreement signed by the parties relative to this mediation are waived for purposes of enforcing this agreement pursuant to CCP §664.6.

Date: _____

Plaintiff

Attorney for Plaintiff(s)

Defendant

Attorney for Defendant(s)