

**STIPULATION FOR SETTLEMENT**

RE: \_\_\_\_\_

This case comes before (mediator's name), the parties hereby stipulate that the matter is deemed forever settled pursuant to the following terms and condition:

1. \_\_\_\_\_ shall pay to plaintiff(s) \_\_\_\_\_ and to his/her/their attorney \_\_\_\_\_ the total sum of \$ \_\_\_\_\_ in full settlement of any and all claims made in this action and arising out of the events referred to in the pleadings in this action.
2. Plaintiff agrees 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 actions, whether now known or unknown, which plaintiff has or may have against any and all of the defendants in that action arising out of this incident.
3. Plaintiff further agrees to sign, acknowledge and deliver to defendants a standard form of Release of all such claims and causes of action and to sign and deliver to defendants a Stipulation of Dismissal with Prejudice.
4. Plaintiff shall protect and indemnify the defendants [and his/her/their liability insurance carrier] in said action 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 in the action.
5. Counsel for each of the parties to this agreement represents that he/she has fully explained to his/her client the legal effect of this Agreement and of the Release and Dismissal with Prejudice provided for herein and that the settlement and compromise stated herein is final and conclusive. Each attorney represents that his/her client has

freely consented to and authorized this Agreement.

6. Payment of the stated settlement amount shall be made as soon as reasonably possible.
7. Unless otherwise stated herein, each party will bear its own attorney's fees and court costs .
8. This Agreement is enforceable by any Court with jurisdiction thereof. The provisions of confidentiality signed by the parties relative to the mediation are waived for the purposes of enforcement should that become necessary.

\_\_\_\_\_  
**Plaintiff**

\_\_\_\_\_  
**Defendant**

\_\_\_\_\_  
**Attorney for Plaintiff(s)**

\_\_\_\_\_  
**Attorney for Defendant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**