

)	CASE NO.
)	
Plaintiff(s),)	REF. NO.
)	
vs.)	STIPULATION FOR SETTLEMENT
)	
)	[C.C.P. § 664.6]
)	
Defendant(s))	
)	
_____)	

This case having come before _____ for a mediation at the offices of JAMS, 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 any and all claims and causes of action made in this action, and in release and discharge of 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 agree that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which plaintiff(s) has against any and all of the defendants in that action.

**This settlement includes an express waiver of Civil Code § 1542, which states:
"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. 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 Dismissal with Prejudice of the action. Prior to the entry of a Dismissal with Prejudice, the parties agree to request the court to retain jurisdiction for purposes of enforcing this Stipulation pursuant to California Civil Code of Procedure § 664.6.

4. Plaintiff(s) shall protect, defend 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 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 its own attorneys' fees and court costs.

8. Other terms and conditions:

9. Any provisions of Evidence Code §§ 1115 - 1128 notwithstanding, this Stipulation is binding and, if the parties request the court to retain jurisdiction for purposes of enforcement, may be enforced by a motion under Code of Civil Procedure § 664.6 (Pre-litigation stipulations are not subject to enforcement under § 664.6.) This Stipulation may also be enforced by any other procedure permitted by law in the applicable state or federal court.

10. This Stipulation is admissible and subject to disclosure for purposes of enforcing this settlement agreement pursuant to CCP § 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the parties relative to this mediation are waived with respect to this Stipulation.

Date: _____

Approved as to form:
