ALTERNATIVE RESOLUTION CENTERS®
A LIMITED LIABILITY COMPANY

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SETTLEMENT AGREEMENT / STIPULATION

_____ **ARC CASE NO.** _____
Plaintiff(s)/Claimant(s)

v. **COURT CASE NO.** _____

_____
Defendant(s)/Respondent(s)

It is hereby agreed and stipulated that the above entitled matter is settled on the following terms and conditions and that this agreement is enforceable:

_____

_____

_____

_____

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_____

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_____

_____

_____

_____

_____

1. [DOCUMENTATION Counsel for _____ will move to have the future dates of _____][advanced/vacated].
[Counsel for _____ will file dismissal of _____]
[with prejudice].
[Counsel for _____ will prepare a (release/settlement agreement) by _____].

2. It is agreed that this settlement and release, releases any and all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to the dispute underlying this action. Each side hereby expressly waives any and all rights under section 1542 of the California Civil Code, which reads in full as follows:

"Section 1542. 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. Each party will bear its own court costs and attorneys' fees.

4. This settlement may be enforced pursuant to California Code of Civil Procedure section 664.6. The parties agree that on failure to comply with the terms of this settlement, a party may apply ex parte for entry of judgment on 48 hours notice to opposing counsel(s) [and shall be entitled to reasonable attorney's fees required to enforce the terms of this settlement.] The parties further agree that this settlement agreement may be introduced into evidence in any subsequent proceeding to enforce its terms. The parties wish the court to retain jurisdiction to enforce the terms of this agreement, and [hereby expressly request in writing that the court retain jurisdiction, and the parties will notify the court of such request.] [the parties will each execute a request in writing that the court retain jurisdiction; this written request will be prepared by counsel for _____, sent for signature of the parties, and submitted to the court by such counsel on or before the date of _____].

5. Each party agrees to perform all acts and execute and deliver all documents necessary to carry out the purpose and intent of this agreement.

6. This is the sole settlement agreement between the parties. There have been no representations or warranties by the parties, except as stated herein.

7. Counterparts; DocuSign Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, together, shall be deemed to constitute a single document. DocuSign signatures shall have the same effect as originals.

Signatures of Parties

Plaintiffs

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Defendants

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____