



SETTLEMENT AGREEMENT / STIPULATION

Plaintiff(s)

ARC CASE NO.: _____

v.

Defendant(s)

COURT CASE NO.: _____

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:

[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 which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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



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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.

Dated: _____

Signatures of Parties [Print name, and sign]

Plaintiffs

Defendants

Signatures of Attorneys [print name and party and sign]

For Plaintiffs

For Defendants

