

1 MEDIATOR INFORMATION:

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4 Telephone:

7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

9) Case No:

10) **RELEASE AND SETTLEMENT**
11) **AGREEMENT**

12) Date:

13) Time: 8:30 a.m.

14) Case Assigned to Dept.

15 _____)
15 This Release and Settlement Agreement is
16 entered into by the parties signing below as of the date above, who, for good and valuable consideration
17 which is hereby acknowledged, agree as follows:

18 1. Recitals and Representations [**strike out the one that does not apply**].

19 a. There are no recitals or representations; or

20 b. The recitals and representations of the parties, if any, are set forth on attachment
21 "A" to this Agreement.

22 2. Terms of Agreement.

23 The terms of this Settlement Agreement are as set forth below (and/or are set forth on or
24 continued on Attachment "A" hereto):

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3. Costs **[strike out the one that does not apply]**.

- a. [Each party shall bear its own costs and attorney’s fees]; or
- b. [The provisions for the payment of costs and attorney’s fees is set forth herein and/or on Attachment “A” to this Agreement].

4. Mutual Release; Waiver of All Known and Unknown Claims.

Except for those rights specifically created by this Agreement and except as may be herein specifically reserved in writing, with respect to the subject of all matters pertaining to, in any way relating to and/or arising out of the within litigation, petitions and/or proceedings or the facts, circumstances or events alleged therein, the parties and each of them, on their behalf and on behalf of all of their successors and assigns and all those now or later acting on his, her or their behalf, hereby mutually release and forever discharge the other parties to this Agreement (including their agents, servants, successors, heirs, executors, administrators and all other such persons, firms, corporations, associations or partnerships associated with them) from and against any and all claims, demands, causes of action, obligations as well as any and all damages, liabilities, losses, costs and/or expenses, including attorney’s fees, of any kind or nature whatsoever, past or present, ascertained or unascertained, whether or not known, suspected, or now claimed. Each party hereto therefore expressly waives any such rights or

1 benefits available under §1542 of the Civil Code of the State of California which provides as
2 follows:

3 **“A general release does not extend to claims which the creditor does not know or**
4 **suspect to exist in his or her favor at the time of executing the release, which if**
5 **known by him or her must have materially affected his or her settlement with the**
6 **debtor.”**

7 The parties further covenant and agree that except as may be necessary to enforce this
8 Agreement, they shall not institute against the other any further petitions, claims, demands,
9 actions, litigation or proceedings relating to or arising out of the subject matter hereof. The
10 parties understand and acknowledge the significance and consequence of the specific waiver of
11 §1542 described above and hereby assume full responsibility for any injury, loss, damage, or
12 liability that may hereafter be incurred by reason of, or related to, the matters released herein.

13 5. No Assignment.

14 Each party represents, warrants, and agrees that he/she/it has not heretofore assigned or
15 transferred, to any person or entity any claim, demand, or cause of action based on, arising out
16 of, or in connection with the transactions and events which are the subject of this Agreement.

17 6. No Inducement/Entire Agreement.

18 Each party, individually and collectively, declares and represents that no promises,
19 inducements, or other agreements not expressly referred to herein have been made, that this
20 document (including any attachments hereto, each of which are to be initialed by the parties)
21 contains the entire agreement between them, and that the terms of this Agreement are contractual
22 and not recitals only. Each party understands that the other parties are relying on the truthfulness
23 and validity of the representations, if any, made by the others that are set forth in the recitals, if
24 any, and enter into this Agreement based upon those representations.

25 7. Binding Effect.

26 Except as may be herein specifically provided otherwise, this Agreement is binding on the
27 parties and their successors, heirs, representatives, assigns, agents, officers, employees, and
28 personal representatives without the necessity of any further court approval or order. This

1 Agreement is enforceable by and shall inure to the benefit of all successors, heirs,
2 representatives, assigns, agents, officers, employees, and personal representatives of each party.

3 8. Admissibility/Disclosure.

4 This Agreement and each of its terms are admissible and subject to disclosure and, to the extent
5 necessary to enforce the Agreement, to the extent Evidence Code §1119(b) is deemed
6 applicable, the parties waive same.

7 9. Attorney's Fees [strike out any inapplicable language].

8 In the event any action or proceeding to enforce, set aside, or modify the terms of this Agreement,
9 including an arbitration or reference pursuant to §638 of the Code of Civil Procedure is brought
10 by either party against the other under this Agreement, the prevailing party shall be entitled to
11 recover all costs and expenses, including the actual fees of its attorneys incurred for prosecution,
12 defense, consultation, or advice in such action or proceeding.

13 10. Further Documents and Mutual Cooperation.

14 Each party hereby agrees in good faith to fully cooperate with the other(s) including prompt
15 execution and delivery of such additional documents as may be required to effectuate the
16 purpose and terms of this Agreement and, should it become necessary to obtain court approval,
17 the parties shall each promptly execute such consents, agreements, and acknowledgments as are
18 necessary to obtain approval of this Agreement and the modification/termination of the
19 instrument(s) in dispute, if any.

20 11. No Modification.

21 This document sets forth the entire agreement between the parties and may not be altered,
22 amended, or modified in any respect, except by a writing duly executed by the parties to be
23 charged. All earlier understandings, oral agreements, and writings, unless referred to herein, are
24 expressly superseded hereby and are of no further force or effect.

25 12. No Admission of Liability.

26 The parties, by entering into this Agreement, do not abrogate or concede their positions, and
27 no admission of liability can be presumed or inferred by the execution of this Agreement.

1 mediation available on the Center's website www.valleybarmediationcenter.com, including
2 but not limited to the "NOTICE: WAIVER OF LIABILITY CLAIMS", and specifically
3 acknowledges that he/she is bound to all of those terms, conditions and provisions.
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6 **AGREED AS OF THE DATE ABOVE WRITTEN:**

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8 _____
9 Sign and print name

_____ Sign and print name

10 _____
11 Sign and print name

_____ Sign and print name

12 _____
13 Sign and print name

_____ Sign and print name

14 **APPROVED AS TO FORM AND CONTENT:**

15
16 By: _____

Date

17 Attorney for: _____

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19 By: _____

20 Date

21 Attorney for: _____

22
23 By: _____

24 Date

25 Attorney for: _____

26
27 By: _____

Date

28 Attorney for: _____

Attachment "A" to Settlement Agreement in the Matter of:

28 horizontal lines for text entry.

Initials: ____

