

1 SETTLEMENT OFFICER INFORMATION:

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4 Telephone: _____

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

9) Case No:
10)
11) **RELEASE AND SETTLEMENT**
12) **AGREEMENT**
13) Date:
14) Time: 8:30 a.m.
15) Case Assigned to Dept.:
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15 This Release and Settlement Agreement is entered into by the parties signing below as of the
16 date above, who, for good and valuable consideration which is hereby acknowledged, agree as follows:

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

- 18 a. There are no recitals or representations; or
- 19 b. The recitals and representations of the parties, if any, are set forth on attachment "A"
- 20 to this Agreement.

21 2. Terms of Agreement.

22 The terms of this Settlement Agreement are as set forth below (and/or are set forth on or
23 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
22 contractual and not recitals only. Each party understands that the other parties are relying on the
23 truthfulness and validity of the representations, if any, made by the others that are set forth in
24 the recitals, if 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
9 Agreement, including an arbitration or reference pursuant to §638 of the Code of Civil
10 Procedure is brought by either party against the other under this Agreement, the prevailing party
11 shall be entitled to recover all costs and expenses, including the actual fees of its attorneys
12 incurred for prosecution, 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 no
27 admission of liability can be presumed or inferred by the execution of this Agreement.
28

1 13. Effectiveness/Counterparts.

2 This Agreement shall not be effective or binding on any party until fully executed by all parties.
3 The parties may execute this Agreement in any number of counterparts, each of which shall be
4 deemed to be an original instrument, but all of which together shall constitute one agreement.

5 14. Entry of Judgment/Jurisdiction.

6 The parties adopt the provisions of CCP §664.6 and by doing so authorize the Court, upon
7 motion, to enter judgment pursuant to the terms of the settlement and further request that the
8 Court retain jurisdiction over the parties to enforce this Agreement until performance in full of
9 the terms of settlement.

10 15. Court Approval **[strike out the one that does not apply].**

- 11 a. [This Agreement is not subject to court approval].
12 b. [This Agreement is subject to court approval].

13 16. Acknowledgment; Waiver; Indemnity of Settlement Officer.

14 The Settlement Officer, screened and selected solely by the Bar without any Court supervision
15 or involvement, has provided his/her services as an unpaid volunteer and merely acts as a
16 facilitator in assisting the parties in communicating with one another regarding possible
17 settlement and does not represent one side or the other. If any party hereto seeks to compel the
18 Settlement Officer to testify in any action regarding this Agreement, such party shall pay for
19 same at the Settlement Officer's usual and customary rate and holds such Settlement Officer
20 harmless for giving any such testimony. Except as elsewhere specifically provided herein, the
21 settlement process is covered by the provisions of Evidence Code §1115 et seq. as well as by
22 Evidence Code §1152. Each party specifically now and forever waives and relinquishes any
23 and all claims for liability and/or damages of any kind or nature, whether arising in contract or
24 tort, against the involved Bar Associations, including the participating volunteer attorneys, and
25 the Court. This waiver and relinquishment of claims includes, but is not limited to, those arising
26 out of any settlement, any failure to achieve any settlement and/or, if applicable, the satisfaction
27 or failure of any party or parties to satisfy any settlement term or provision. Each party also
28 specifically acknowledges and agrees that he/she has read the information regarding the

1 Settlement Program available on the court's website (www.lasuperiorcourt.org), including but
2 not limited to the "NOTICE: WAIVER OF LIABILITY CLAIMS", and which materials are
3 also available in the courtroom, and specifically acknowledges that he/she is bound to all of
4 those terms, conditions and provisions.

5
6 **AGREED AS OF THE DATE ABOVE WRITTEN:**

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Sign and print name

Sign and print name

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10 _____
Sign and print name

Sign and print name

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Sign and print name

Sign and print name

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

15
16 By: _____

17 Date

18 Attorney for: _____

19 By: _____

20 Date

21 Attorney for: _____

22 By: _____

23 Date

24 Attorney for: _____

25 By: _____

26 Date

27 Attorney for: _____

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

25 horizontal lines for text entry.

Initials: ____
