

SETTLEMENT AGREEMENT

Parties: _____

This Settlement Agreement (the “Agreement”) is entered into by and between:

Plaintiff: _____

Defendant: _____

RECITALS

WHEREAS, Plaintiff has filed or intends to file a lawsuit against Defendant regarding certain claims arising out of or related to the incident or dispute between the parties; and WHEREAS, the parties desire to resolve all disputes, claims, and controversies between them, without admission of liability or fault, and to avoid the expense and uncertainty of litigation.

AGREEMENT

1. Settlement Payment

Defendant agrees to pay Plaintiff the total sum of \$_____ (the “Settlement Amount”) in full and complete settlement of all claims Plaintiff may have against Defendant. Payment shall be made as follows:

2. Release of Claims

Upon receipt of the Settlement Amount, Plaintiff releases and forever discharges Defendant, their agents, employees, insurers, successors, and assigns, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature, whether known or unknown, suspected or unsuspected, arising out of or related to the incident or dispute referenced herein.

3. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by any party. All parties deny any such liability.

4. Confidentiality

The parties agree that the terms and existence of this Agreement shall remain confidential and shall not be disclosed to any third party except as required by law or as necessary to enforce the Agreement.

5. No Other Agreements

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles.

7. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

9. Representations and Warranties

Each party represents and warrants that it has the authority to enter into this Agreement, that it has read and understands its terms, and that it is entering into this Agreement voluntarily and without duress or undue influence.

10. No Waiver

No failure or delay by any party in exercising any right under this Agreement shall operate as a waiver thereof.

11. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means shall be deemed originals.

12. Mutual Cooperation

The parties agree to execute and deliver any additional documents and to perform any further acts reasonably necessary to carry out the terms of this Agreement.

13. Legal Counsel

Each party acknowledges that it has had the opportunity to consult with independent legal counsel prior to executing this Agreement.

14. No Other Claims

Plaintiff represents that, except for claims released in this Agreement, Plaintiff has no other claims against Defendant.

15. Dispute Resolution

Any disputes arising under or related to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, held in the county of _____, California.

16. Costs and Fees

Each party shall bear its own costs and attorney's fees incurred in connection with the negotiation and execution of this Agreement.

17. Effective Date

This Agreement shall become effective upon full execution by all parties.

18. Acknowledgment

The parties acknowledge that they have read this Agreement, understand its terms, and voluntarily accept its provisions.

PLAINTIFF'S SIGNATURE

DEFENDANT'S SIGNATURE

Signature: _____

Signature: _____

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