SUPERIOR COURT OF CALIFORNIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  Plaintiffs,  vs.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, et al.  Defendants. | CASE NO. \_\_\_\_\_\_\_\_\_\_  **STIPULATION FOR SETTLEMENT**  **(C.C.P. §664.6)** |

This case having come before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ it is hereby stipulated that this matter is settled; the parties wish to memorialize the settlement pursuant to the following terms and conditions.

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Plaintiff agrees to settlement on these terms, accepts said terms in full settlement and compromise of the action and the parties agree that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which plaintiff has against the defendant(s) arising out of the subject matter of this action.

**This settlement includes an express waiver of Civil Code Section 1542, which states:**

**“***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. Plaintiff agrees to sign, acknowledge and deliver to the defendant(s) a standard form

of a Settlement Agreement and Release of all such claims and causes of action and to sign and

deliver a standard form of a Dismissal With Prejudice.

4. Counsel for each of the parties to this agreement represents that he/she has fully

explained to his/her client(s) the legal effect of this agreement and of the Release and Dismissal with

Prejudice and that the settlement and compromise stated herein is final and conclusive forthwith, and

each attorney represents that his/her client(s) has freely consented to and authorized this agreement.

5. The parties agree that this settlement may be enforced pursuant to Code of Civil

Procedure Section 664.6. The parties intend this stipulation for settlement to be binding and

enforceable and that this writing may be used as evidence of that intent. The parties further agree

that the court may retain jurisdiction over the parties to enforce the settlement.

6. Each party will bear its own attorneys’ fees and court costs.

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Plaintiff

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Plaintiff

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Defendant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Defendant

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_