SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made as of _____, 20____ (the "Effective Date") between:

First Party: _____, mailing address _____ (the "First Party").

Second Party: _____, mailing address _____ (the "Second Party").

1. BACKGROUND

A dispute has arisen between the Parties about the following matter (the "Dispute"):

_____

_____. The Parties want to settle the Dispute fully and finally, without further cost or litigation.

2. SETTLEMENT TERMS

Check one: [ ] The First Party [ ] The Second Party (the "Paying Party") will pay the other Party (the "Payee") a total of $_____ (the "Settlement Payment"), [ ] in one payment on or before _____ [ ] in installments as follows: _____.

Each payment will be made by _____ and delivered to the Payee at the address above, or as the Payee directs in writing.

Other settlement terms (if any): _____.

Each Party is responsible for its own taxes, if any, on money or property it receives under this Agreement.

3. DEFAULT

If a Party does not make a payment or perform another obligation when due and does not cure the failure within _____ days after written notice, it is in default, and the other Party may sue to enforce this Agreement. On a default in an installment, the entire unpaid balance becomes due at once.

4. RELEASE OF CLAIMS

Check one: [ ] Mutual: each Party releases the other [ ] One-way: only the [ ] First Party [ ] Second Party releases the other. The releasing Party, for itself and its heirs, successors and assigns, releases and forever discharges the other Party and its heirs, successors, assigns, owners, officers, directors, employees, agents and insurers from all claims that arise out of or relate to the Dispute and exist on the date it signs this Agreement, and will not sue on any of them.

Check one: [ ] The release includes claims about the Dispute that the releasing Party does not know about or suspect when signing. [ ] The release covers only claims known or suspected when signing.

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[ ] California Civil Code section 1542 (check if California law governs and unknown claims are released). Each releasing Party expressly waives the benefit of California Civil Code section 1542, which provides: "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." Initials of each releasing Party: _____ _____

This Agreement does not release any right or duty created by this Agreement, any claim based on later events, any right the law does not allow to be released, or these matters: _____.

5. OTHER TERMS

No Admission of Liability. This Agreement is a compromise of the Dispute and is not an admission of liability, fault or wrongdoing by either Party.

Protected Rights. Nothing in this Agreement prevents either Party from reporting a possible violation of law to a government agency, filing a charge or complaint with an agency, taking part in an agency investigation, testifying truthfully, or making any other disclosure the law protects.

[ ] Confidentiality. The Parties will keep the amount and terms of this Agreement confidential, except with their spouses, lawyers, accountants, tax advisers and insurers, to enforce this Agreement, or as the law requires.

[ ] Non-Disparagement. Check one: [ ] both Parties [ ] the First Party only [ ] the Second Party only will not make statements to third parties that disparage the other Party, except truthful statements in a legal proceeding or as the law allows.

[ ] Pending Case. The Parties will dismiss the case known as _____, case number _____, with prejudice within _____ days after the Settlement Payment is paid in full (or, if no payment is due, after the Effective Date), each paying its own fees and costs.

6. GENERAL TERMS

The laws of the State of _____ govern this Agreement, and lawsuits about it will be brought in _____ County. [ ] The Party that wins a lawsuit to enforce this Agreement may recover reasonable attorney fees and costs.

Each Party has read this Agreement, signs it voluntarily, and is not relying on any promise not written here. This Agreement is the complete agreement about its subject, can be changed only in a signed writing, and may be signed in counterparts and electronically. If a court finds any part unenforceable, the rest stays in effect.

Additional terms: _____

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SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

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