

Performance and Time of the Essence. Performance of the terms of this Settlement Agreement shall be in full satisfaction of all claims in the above-referenced dispute. Time is expressly made of the essence.

Cost and Fees. Except as otherwise provided below, each party will bear its own costs and attorney's fees.

Settlement, Mutual Release and 1542 Waiver. Except for the obligations required herein, the parties agree this is a final and binding settlement of all claims between and among the parties. The parties release each other, and each of their officers, directors, employees, agents, attorneys, and affiliate, parent and subsidiary companies, if any, from any and all claims, liabilities, and causes of action either may have against the other. It is also a full release of all claims between and among the parties, whether known or unknown. Accordingly, the parties waive the provisions of Civil Code Section 1542, which reads as follow:

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

Thus, and contrary to the provisions of Civil Code Section 1542, this settlement and release Agreement shall be a full release of all claims between and among the parties, whether known or unknown.

Representation. Each party has been represented by counsel of its choosing. Each party understands the terms of the settlement and has had those terms explained by counsel. Each party represents it has had an adequate opportunity to discuss this settlement with counsel and affirmatively states it enters into this settlement with full understanding of its terms.

Voluntary Settlement. EACH PARTY STATES IT HAS READ THIS ENTIRE AGREEMENT BEFORE SIGNING IT. Each party enters into this settlement freely and voluntarily. Each party herein states and represents that it is not under any duress, coercion, or confusion of any kind in entering into this settlement. No one has made any representations, promise, or inducements that are not set forth in this Agreement.

No Admission of Wrongdoing. This Agreement shall not be an admission of any wrongdoing or liability by any party and any alleged wrongdoing and liability is expressly denied.

Disclaimer of Mediator. The parties to the mediation understand and agree that:

1. The Mediator as acted solely as a facilitator in the resolution of this dispute and has not given any legal advice in this matter, on behalf of any specific party.
2. They cannot and did not rely on any statements or comments made by the mediator, in entering this Agreement, and that any and all such statements or comments of the mediator were made in the context of discussion only in an attempt to help resolve the case and not as legal advice.

3. At all times, the parties have been represented by independent counsel during this mediation, and relied solely on their respective counsel for any legal advice herein and not on the mediator.
4. This Agreement has been memorialized by the mediator at the request of, and as a courtesy to, the parties and counsel. However, the content hereof was supervised by and reviewed by counsel for each party and the parties do not rely on the mediator with regard to the content hereof.
5. The parties hereby release the mediator with his/her/its partners and employees from my and all claims and/or liability of any kind relative to this Agreement and all services performed herein.
6. Neither the mediator, nor any of his associates, agents or employees, are responsible for the enforcement of this Agreement.

Authority to Sign. Each party who signs on behalf of another person or entity, whether a corporation, partnership, Limited Liability Company, trust, association, or other entity, hereby warrants and represents he/she/it has the authority to do so and to bind said person or entity to the terms of this Agreement and does so bind said person or entity by his/her/its signature below. The signing party hereby understands he/she/it may be liable for damages in the event said warranty and representation is later found to be false and/or erroneous or otherwise ineffective for any reason. Each party understands the other parties are entering into this Agreement in reliance upon such warranty and representation.

Final and Binding Agreement. Each party understands this is a FINAL AND BINDING SETTLEMENT of all claims. Each party understands that "FINAL" means that no party can change its mind after this Agreement has been executed by the parties today. It is final and binding as of today. By entering into this settlement, each party is waiving his/her/its right to trial as well as any right to appeal.

Put another way, this is not merely a "proposal" or an "offer" to settle. It is not tentative Agreement. Rather, this is the FINAL AND BINDING SETTLEMENT AGREEMENT of the Parties.

Further Memorialization. Counsel may further memorialize today's binding settlement Agreement in a more formal Settlement Agreement in order to insert customary and standard settlement language (which memorialization will not change the terms of today's Agreement). However, whether or not said memorialization does or does not take place, this Agreement today shall be, and remain, binding upon the parties. The parties agree to reasonably cooperate in the further memorialization of this settlement. The parties further agree and stipulate that any dispute concerning the form and content of such further memorialization shall be submitted for resolution to the mediator.

Settlement following Mediation. This settlement Agreement has been reached following mediation with _____
at _____

Counterparts. This Agreement may be signed in counterparts and each counterpart shall be deemed an original Agreement.

Attorney's Fees for Enforcement. Notwithstanding that each party will bear his/her/its own my' s fees up through the settlement and dismissal of this action, in the event a party I quined to enforce the terms of this Agreement, whether through court or through any out of court process (including, but not limited to any future dispute resolution process for the purpose of enforcing this Agreement), the prevailing party shall be entitled to costs and reasonable attorney's fees incurred for said enforcement

Governing Law. The interpretation, construction, implementation and enforcement of this Agreement shall be governed by the laws of the State of California.

The parties enter into this settlement on the date written above at:

By: _____

By: _____

By: _____

By: _____

Approved as to form:

Attorney for Claimant

Attorney for Respondent