

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STIPULATION FOR SETTLEMENT (CCP §664.6)**

TITLE OF CASE _____

PLAINTIFF(S) _____ JUDGE _____ DEPT. _____

DEFENDANT(S) _____ CASE NUMBER _____

IT IS HEREBY STIPULATED THAT THIS MATTER IS DEEMED SETTLED PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ON THE FOLLOWING TERMS AND CONDITIONS:

1. Defendant(s)/cross-defendant(s) _____ shall pay to plaintiff(s)/cross-complainant(s) _____ and their counsel of record the sum of \$ _____ as a full and complete settlement of all claims arising from the events described in the complaint or contained in this lawsuit and of any and all claims or causes of action, known or unknown, related to the claims or causes of action in this lawsuit. All parties agree that this settlement is final and binding on the parties and their heirs, representatives, successors and assigns, and accept this settlement with the knowledge that all parties will be barred from proceeding against any person or entity in this lawsuit in the future regarding any claims or causes of action related to this lawsuit. There will be no court or jury trial. All parties waive their rights to appeal.

All parties waive their rights under Civil Code §1542 of all claims known and unknown.

Other: _____

2. Installment Payments (by cashiers check or money order): The first installment of \$ _____ shall be paid on or before _____, 200__, and subsequent payments of \$ _____ shall be paid on the ____ day of each month beginning on _____, 200__, until paid in full. If any payment is more than ____ days late, the entire amount set forth in Item 1 above will become immediately due and payable, plus interest at the legal rate.
3. All parties will be responsible for their own court costs, attorneys' fees, attorneys' liens, if any, as well as all their own litigation expenses of any kind whatsoever.
4. Plaintiff(s) shall pay all medical bills and/or liens, past, present or future, known or unknown.
5. Each party shall promptly perform all terms and conditions of this settlement, including the signing of any standard releases and/or settlement documents containing such terms and conditions as are standard and reasonable. Any disputes as to the language thereof shall be resolved by this court.
6. Plaintiff(s) [and cross-complainants] shall file dismissal(s) with prejudice no later than [45 days from the date of this order] [_____, 200__]. If any enforcement of this settlement agreement is necessary or if any disputes arise after the filing of any dismissal, the Court reserves jurisdiction under C.C.P. §664.6 to enforce this settlement agreement. The court's rulings on these issues shall be final and all parties waive their right to appeal these rulings.
7. Upon failure to comply with any of the terms of this settlement, any party may apply ex parte for entry of judgment or any other relief which is appropriate, on 24 hours' notice.
8. Should any proceedings be necessary under Items 6 or 7 of this agreement, the prevailing party shall recover reasonable and necessary attorney's fees and costs incurred therein.
9. This document contains the entire understanding and agreement between the parties concerning the resolution of all disputes between them and has been executed without reliance on any promise, representation or warranty not contained herein.
10. This settlement [does] [does not] dispose of the entire case, including any cross-complaints.

Attorney for Plaintiff(s)

Plaintiff(s)

Attorney for Defendant(s)

Defendant(s)

IT IS SO ORDERED,

Dated: _____

Judge of the Superior Court