

|     |   |                         |
|-----|---|-------------------------|
|     | § | IN THE DISTRICT COURT   |
| VS. | § | _____ JUDICIAL DISTRICT |
|     | § | TRAVIS COUNTY, TEXAS    |
|     | § |                         |
|     | § |                         |

**SETTLEMENT AGREEMENT**

1. The parties hereto agree to settle all claims and controversies between them, asserted or assertable in this case except \_\_\_\_\_.

2. The consideration to be given for this settlement is as follows:  
 \_\_\_\_\_ (a) \_\_\_\_\_ shall receive the sum of \_\_\_\_\_  
 U.S. Dollars, on or before \_\_\_\_\_, which sum will be paid by the following  
 parties in the amounts stated: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. The above styled and numbered case shall be resolved by:  
 \_\_\_\_\_ (a) an agreed order of dismissal with costs taxed to: \_\_\_\_\_ or  
 \_\_\_\_\_ (b) an agreed judgment providing as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ (c) any agreed judgment shall be signed by the trial judge, but may not be abstracted or  
 recorded or any collection effort made upon same as long as the following conditions are  
 kept: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. The parties agree to release, discharge, and forever hold the other harmless from any and  
 all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or  
 unliquidated whether or not asserted in the above case, as of this date, arising from or  
 related to the events and transactions which are the subject matter of this case, except for  
 the following: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This mutual release runs to the benefit of all attorneys, agents employees, officers,  
 directors, shareholders and partners of the parties except \_\_\_\_\_  
 \_\_\_\_\_

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“Party” as used in this release includes all named parties to this case, except

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5. Each signatory, hereto warrants and represents:

\_\_\_\_\_ (a) he or she has the authority to bind the parties for whom that signatory acts.

\_\_\_\_\_ (b) the claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrance.

6. \_\_\_\_\_ shall deliver drafts of any further settlement documents to the other parties by \_\_\_\_\_. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

7. If one or more disputes arise with regard to the interpretation and/or performances of this agreement or any of its provisions, the parties agree to attempt to resolve same by phone conference with the mediator who facilitated this settlement. If the parties cannot resolve their differences by phone conference, then each agrees to schedule one day of Mediation with the mediator within thirty (30) days to resolve the disputes and to share the costs of same equally. If a party refuses to mediate, then that party may not recover attorney’s fees or costs in any litigation brought to construe or enforce this agreement. Otherwise, if mediation is unsuccessful, then the prevailing party or parties shall be entitled to recover reasonable attorney’s fees and expenses, including the cost of the unsuccessful mediation.

8. Other terms of this settlement are: \_\_\_\_\_

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9. This agreement is made and performable in \_\_\_\_\_ County, Texas and shall be construed in accordance with the laws of the State of Texas.

10. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each hereto has been advised by the Mediator that the Mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

PLAINTIFF(S):

DEFENDANT(S):

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ATTORNEYS FOR PLAINTIFF(S):

ATTORNEYS FOR DEFENDANT(S):

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