

## SETTLEMENT AGREEMENT

IT IS HEREBY stipulated and agreed by and between Plaintiff \_\_\_\_\_ and Defendant \_\_\_\_\_ (together, the “Parties”), hereby agree to resolve and settle the above captioned cause on the date provided on the signature page (the “Effective Date”) of this settlement agreement (the “Agreement”), as follows:

**WHEREAS,** \_\_\_\_\_ filed the following styled action against \_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_, with case number \_\_\_\_\_ (the “Litigation”) alleging various claims of \_\_\_\_\_ (collectively the “Claims”);

**WHEREAS,** the Parties have agreed to a settlement of the Litigation as more particularly set forth in this Agreement; and the Parties desire to avoid further expense, time, and effort regarding the above styled action.

**NOW, THEREFORE,** in consideration of the mutual covenants and undertakings contained herein, and other good and valuable consideration, the Parties agree to the following terms and conditions as full and complete settlement of the above styled action:

1. **Payment:** Defendant shall pay to Plaintiff the total sum of \_\_\_\_\_ (“Settlement Sum”) within thirty (30) days of execution of this Agreement. Payment shall be made via ACH or wire transfer (instructions to be provided).

2. **Joint and Several Liability:** If there are more than one party named as defendants in the Litigation, the Defendants agree that they are jointly and severally liable for the Settlement Sum due to the Plaintiff, pursuant to this Agreement, and each unconditionally guarantees payment of the Settlement Sum to Plaintiff.

3. **Releases**

[ALTERNATIVE 1: CASE SPECIFIC RELEASE]

- a. ***To Defendants by Plaintiff.*** In consideration for the settlement herein, and immediately upon full payment of the Settlement Sum [each] Plaintiff, on behalf of himself, herself, or itself and his, her its heirs, present and former parents, subsidiaries, and affiliates, as well as its present and former directors, officers, managers, shareholders, members, partners, predecessors, successors, insurers, and assigns (for purposes of this paragraph, the “Releasing Party”) hereby releases, acquits, satisfies and discharges Defendants from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action or suits of any kind which the Releasing Party may have, may have had, or may hereafter raise against [each] Defendant pertaining or relating to arising from the facts and circumstances alleged by in the Litigation, including all claims by the Releasing Party for attorneys’ fees and costs, expert fees, litigation expenses, or any other amount, fee, and/or cost from the beginning of the world up to and including the date of this Agreement.
  
- b. ***To Plaintiff by Defendants.*** In consideration for the settlement herein, and upon execution of this Agreement, [each] Defendant and his, her, or its heirs, present and former parents, subsidiaries, and affiliates, as well as his, her, or its present and former directors, officers, managers, shareholders, members, partners, predecessors, successors, insurers, and assigns (for purposes of this paragraph, collectively, the “Releasing Parties”) hereby release, acquit, satisfy and discharge [each] Plaintiff from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action or suits of any kind which the

Releasing Parties may have, may have had, or may hereafter raise against [each] Plaintiff pertaining to, relating to or arising from the facts and circumstances alleged in the Litigation, including all claims by the Releasing Parties for attorneys' fees and costs, expert fees, litigation expenses, or any other amount, fee, and/or cost from the beginning of the world up to and including the date of this Agreement.

[ALTERNATIVE 2: GENERAL RELEASE]

- a. ***To Defendants by Plaintiff.*** In consideration for the settlement herein, and immediately upon full payment of the Settlement Sum, [each] Plaintiff, on behalf of himself, herself, or itself and his, her or its present and former parents, subsidiaries, and affiliates, as well as his, her, or its present and former directors, officers, managers, shareholders, members, partners, predecessors, successors, insurers, and assigns (for purposes of this paragraph, the "Releasing Parties") hereby releases, acquits, satisfies and discharges Defendants from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action or suits of any kind which the Releasing Parties may have, may have had, or may hereafter raise against Defendant or Defendants, including all claims by the Releasing Parties for attorneys' fees and costs, expert fees, litigation expenses, or any other amount, fee, and/or cost from the beginning of the world up to and including the date of this Agreement.
- b. ***To Plaintiff by Defendants.*** In consideration for the settlement herein, and upon execution of this Agreement, [each] Defendant on behalf of himself, herself, itself and his, hers or its present and former heirs, parents, subsidiaries, and affiliates, as

well as its present and former directors, officers, managers, shareholders, members, partners, predecessors, successors, insurers, and assigns (for purposes of this paragraph, collectively, the “Releasing Parties”) hereby release, acquit, satisfy and discharge [each] Plaintiff from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action or suits of any kind which the Releasing Parties may have, may have had, or may hereafter raise against each Plaintiff with respect to this Litigation including all claims by the Releasing Parties for attorneys’ fees and costs, expert fees, litigation expenses, or any other amount, fee, and/or cost from the beginning of the world up to and including the date of this Agreement.

4. **Invalidation:** If any provision of this Agreement is invalidated by a Court of competent jurisdiction, then all of the remaining provisions of this Agreement shall remain in full force and effect, provided that the Parties may still effectively realize the complete benefit of the promises and considerations conferred hereby.

5. **Drafting:** The Parties acknowledge that each of the Parties were able to draft, review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against any of the Parties in the interpretation of this Agreement.

6. **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties hereto with respect to the matters set forth herein and supersedes in its entirety any and all agreements or communications, whether written or oral, previously made in connection with the matter herein. Any agreement to amend or modify the terms and conditions of this Agreement must be in writing and executed by the Parties hereto.

2. **Non-admission of Liability:** Neither this Agreement nor anything contained herein shall constitute or is to be construed as an admission by Defendants, except however as otherwise provided for in and pursuant to this Agreement and/or in the event of default. The Parties acknowledge that this Agreement has been entered into by the Parties to avoid the costs and expenses of continued Litigation and to settle the Claims.

3. **Review by Parties and Counsel:** The Parties acknowledge that they have carefully read this Agreement, and fully understand its meaning and intent. The Parties also acknowledge that they have had the opportunity to have the Agreement explained to them by their counsel, and they understand its legal consequences. The Parties agree to all the terms of the Agreement and are voluntarily signing below.

4. **Jurisdiction:** The Parties agree that this Agreement shall not be filed with the Court, except as necessary for enforcement purposes, or unless otherwise required by the Court. The Parties also agree that the Court in the above styled action shall retain jurisdiction to enforce the terms of this Agreement.

5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. **Authority to Execute:** Each party affirms that any person executing this Agreement, on their own behalf or on behalf of a corporate entity, has full authority to do so.

7. **Counterparts:** The Parties agree that this Agreement and any and all other documents in connection with settlement of this matter may be executed in exact counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Any signature page delivered by facsimile transmission or e-mail shall be treated in all manner and respects as an original document.

8. **[ALTERNATIVE 3: CONFIDENTIALITY] Confidentiality.** The Parties agree, represent, and warrant that they will not disclose, unless required to do so by valid order of a court of competent jurisdiction or required to do so in connection with a judicial proceeding in which any of the Parties are compelled to testify, to anyone or in any way the terms of this Agreement, the documents provided to each other during settlement negotiations, or actual verbal or written settlement negotiations, except that each of the Parties shall have the right to disclose the amounts recovered herein to the extent necessary and required by law to the appropriate state or federal governmental taxation authorities. The Parties agree to provide as much advance notice as is reasonably possible to the other Parties to this Agreement of any court action that could require such disclosure. The Parties agree that, in response to any future unsolicited inquiry about the outcome of the Lawsuit, [each] Plaintiff, [each] Defendant, and their respective attorneys shall respond that, "The case has been resolved to the mutual satisfaction of the parties," without additional comment. The Parties understand and agree, however, that this response does not have to be verbatim and the use of words with the substantively same or similar meanings does not constitute a breach of this Agreement. Notwithstanding the foregoing, nothing herein shall limit Plaintiff's or Plaintiffs' ability to enforce its rights in the event of an uncured default, including but not limited to filing this Agreement and exhibits in any relevant court of competent jurisdiction, including this one.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement.

\_\_\_\_\_  
PLAINTIFF

Date: \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

Date: \_\_\_\_\_

[ADD SIGNATURES AND DATES FOR ADDITIONAL PARTIES, AS NEEDED]