

**XXXCaption**

**SETTLEMENT AGREEMENT**

The parties reached this binding agreement at mediation on the date shown below. The terms of settlement require the following:

- (1) The plaintiff, XXX, will fully release and dismiss with prejudice all claims (asserted or unasserted) against all of the above captioned defendants, and any other person or party for whom any of the above defendants might be responsible;
- (2) XXX will pay to the plaintiff, XXX, the amount of \_\_\_\_\_;
- (3) The parties acknowledge their understanding that a more comprehensive release agreement will be executed at a later date, to include standard mutual release language in favor of all parties to the pending action and will include defense, indemnity and hold harmless protection from and against all outstanding liens and/or claims;
- (4) The parties also acknowledge their intention that this settlement shall result in a full release and dismissal of all claims arising from the incident that is the subject of this litigation without any reservation, and
- (5) Formal settlement documents acceptable to all parties will be executed prior to the disbursement of settlement proceeds.

Baton Rouge, Louisiana this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Agreed by the Plaintiff:

Agreed by the Defendants:

\_\_\_\_\_  
XXX

XXX

By: \_\_\_\_\_  
XXX, Attorney for Defendants

\_\_\_\_\_  
XXX, Attorney for Plaintiff

**Submit Invoice to:**

\_\_\_\_\_% Email Address: \_\_\_\_\_  
Print

\_\_\_\_\_% Email Address: \_\_\_\_\_  
Print