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MEDIATED SETTLEMENT AGREEMENT

Binding, Irrevocable, Mediated Settlement Agreement

THIS AGREEMENT IS NOT SUBJECT TO REVOCATION

The Agreement which follows is the Agreement of the parties and CANNOT be changed or revoked except by the written agreement of all of the parties.

On _____, the parties in the above-referenced case reached an agreement. All material terms of the agreement are written in this document. This Agreement is enforceable as a Contract.

____ (if checked) Further, this Agreement shall be filed in the office of the Court Clerk as a Rule 11 Agreement under the Texas Rules of Civil Procedure. Each party acknowledges that they have conferred with counsel regarding the advisability of entering this agreement prior to signing it. This agreement **CANNOT BE REVOKED** and is:

____ A full and complete settlement agreement

____ A partial Settlement with issues reserved for trial

____ A temporary settlement with all issues reserved except as stated herein.

1. The parties understand and agree that this settlement agreement, however skeletal, is admissible, enforceable and subject to disclosure for the purposes of its enforcement. This agreement shall be binding and final whether or not a further formal agreement is executed. This Agreement is binding upon, and shall inure to the benefit of, the named parties and their heirs, successors or assigns.
2. This agreement is made and performable in ____ County, Texas and shall be construed in accordance with the laws of the State of Texas.
3. The parties hereto agree to settle all claims and controversies between them, asserted or that could have been asserted in this case except _____.
4. The consideration to be given for this settlement is as follows: _____ shall receive the sum of \$ _____ U.S. Dollars, on or before _____, which sum will be paid by the following parties in the amounts stated:

EVERYONE INITIAL:

5. Further, _____ will deliver to _____ the following: _____
_____ by _____.

6. The above styled and numbered case shall be resolved by:
_____ an agreed order of dismissal with costs taxed to: _____ or
_____ an agreed judgment providing as set forth in Attachment 1.

(optional) _____ 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:

If to be resolved by dismissal, and upon satisfaction of the terms and conditions herein, the Plaintiff shall prepare a Motion for Dismissal of the Action and file it with the Court. When the Order of Dismissal is entered and returned to the Plaintiff, the Plaintiff shall serve upon the defendant(s) a file-stamped copy of the same.

7. 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 any express executory provisions set forth herein.

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

EVERYONE INITIAL:

- b. "Party" as used in this release includes all named parties to this case.
- 8. 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 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.
- 9. Each party expressly warrants and represents that no promise, inducement, pledge, or agreement which is not herein expressed has been made to the party in executing this Agreement, and that the party has not relied upon any statement or representation, oral or written, of any other party or anyone acting on behalf of another party, and that party is hereby specifically waiving any claims of fraudulent-inducement or of reliance.
- 10. Counsel for ___ Plaintiff _____ ___ Defendant _____ shall deliver drafts of any further settlement documents to counsel for each other party by _____. The parties and their counsel 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.
- 11. Not as a condition of the settlement, but as an additional obligation of the parties, in the event that a dispute arises regarding the interpretation 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, than each agrees to submit all (a) drafting disputes, (b) issues regarding the interpretation of this Mediated Settlement Agreement, and (c) issues regarding the intent of the parties as reflected in this Mediated Settlement Agreement to the Mediator, Guilford "Gil" Jones, as an arbitrator whose decision on such matters shall be binding on the parties, to include a decision on the assessment of attorney's fees and arbitration costs incurred as a result of the arbitration.
- 12. Any temporary agreements or Orders, whether entered through the court or not, and whether formally memorialized or not, are MERGED into this Agreement unless expressly stated to the contrary elsewhere herein. And further: As to any complaints of non-compliance with any such temporary agreements or Orders, such complaints are hereby WAIVED except as to any temporary agreement or Order for which it is expressly provided to continue in effect until entry of a final Judgment.

EVERYONE INITIAL:

13. The parties shall keep the substance of the mediation proceeding confidential except as necessary to enforce its terms. No party shall disclose the facts, allegations, or other details of the mediation session to any other parties or persons, except those who have a legitimate need to know and then only to the extent of such need.
14. Each party shall bear their own costs and attorney's fees unless expressly provided to the contrary elsewhere herein.
15. Exhibits referenced herein are hereby incorporated into this Agreement just as if fully set out in this document..

Signed this day DATE.

(Signatures on page following)

EVERYONE INITIAL:

signatures

MEDIATOR acknowledgement:

_____ Date: _____
Guilford L. Jones, III

EVERYONE INITIAL: