

CAUSE NO. 210-224-5079

I. M. PLAINTIFF,)	IN THE DISTRICT COURT
)	
Plaintiff,)	
)	
v.)	789 th JUDICIAL DISTRICT
)	
U. R. DEFENDANT,)	
)	
Defendant.)	BEXAR COUNTY, TEXAS

SETTLEMENT AGREEMENT (AT MEDIATION)

The signatories hereto each agree, on this 29th day of November, 2010, that the above captioned and styled litigation (this “litigation”), and all claims and controversies between them of any kind, are hereby settled, in accordance with the following terms:

The signatories acknowledge that *bona fide* disputes and controversies exist between them, both as to liability and the amount thereof, if any, and by reason of such disputes and controversies they desire to compromise and settle all claims and causes of action of any kind whatsoever which the parties have or may have, known or hereafter discovered, arising out of the transaction(s) or occurrence(s) which is the subject of this litigation. It is further expressly understood and agreed that this is a compromise of disputed claims, and nothing contained herein shall be construed as an admission of liability by any signatory hereto, all such liability being expressly denied.

Each signatory hereby warrants and represents that such person has authority to bind the party or parties for whom such person acts, and that the claims, suits, rights, and/or interests which are the subject matter of this litigation are owned by the party asserting same and have not been assigned, pledged, transferred or sold.

This settlement agreement is not subject to revocation.
The handwritten portions of this agreement shall control over and supersede any conflict with this printed portion. The terms of this agreement are as follows:

**[THE PARTICIPANTS WILL FURNISH THE
SETTLEMENT TERMS AS A RESULT OF THE MEDIATION]**

Each signatory hereto agrees to fully cooperate in the drafting and execution of such additional documents, if any, as are reasonably necessary to implement the provisions and spirit of this agreement. Notwithstanding that such additional documents may be contemplated, the parties confirm that this is a written agreement containing all of the essential and material terms of their settlement, as contemplated by Section 154.071 of the Texas Civil Practice and Remedies Code, is a complete, valid and binding contract, is intended to be an enforceable agreement as contemplated by Rule 11, Texas Rules of Civil Procedure and/or any similar provisions of the Federal Rules of Civil Procedure, and may be used as the basis for a motion for judgment, motion for summary judgment, motion to enforce, or a suit on this agreement, with each party waiving all rights to a jury trial.

If any dispute arises with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree to submit any such dispute to the Mediator who facilitated this settlement, as Arbitrator, for final and binding arbitration of all such disputes. If arbitration is brought to construe or enforce this agreement, it shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and the prevailing party shall be entitled to recover attorney's fees as well as court costs and expenses, and fees of the mediator and arbitrator.

Although the Mediator has provided this form and has drafted this agreement for the parties as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline of essential terms and have, where necessary, modified it to conform to the precise terms of their agreement. All signatories to this agreement hereby release the Mediator from any and all responsibility arising from the drafting of this agreement, and by signing this agreement acknowledge that they have been advised by the Mediator in writing that this agreement should be independently reviewed by counsel before executing the agreement. The parties and their counsel expressly agree and that the Mediator shall not be called as a witness in the event of any dispute over this agreement or otherwise, in accordance with Section 154.073 of the Civil Practice and Remedies Code, and further agree that in the event any attempt is made to call the Mediator as a witness, the Mediator shall be a) compensated for all of his time involvement (at his then-applicable rate) in any way caused by or relating in any way thereto, and b) reimbursed all attorney's fees, expenses and costs incurred in connection therewith or pertaining in any way thereto.

The signatories hereto expressly represent and warrant that: (i) each has carefully reviewed this agreement, (ii) each has consulted with his, her or its attorney(s) concerning this agreement, (iii) any questions that each has pertaining to this agreement have been answered and fully explained by counsel, (iv) their decision to execute this agreement is not based upon any statement or representation, either written or oral, made by any person or

entity other than those statements contained in this agreement, and specifically is not based on or induced by any statement or representation made by the opposing party, its counsel or the Mediator, (v) this agreement constitutes the entire agreement and understanding between all parties as to settlement and compromise of these disputes and (vi) all prior and contemporaneous agreements, understandings, representations and statements, whether written or oral, are merged herein and superseded hereby.

This agreement may be executed in counterparts and by facsimile copies, is made and performable in Bexar County, Texas, and shall be construed in accordance with the laws of the State of Texas.

I. M. DEFENDANT

By: _____
RARELY WRONG

U.R. NOW, PLAINTIFF

Title: President

I. WILL CHEATUM, ESQ.
COUNSEL FOR THE DEFENDANT

WEIGHT N. SETTLE, ESQ.
COUNSEL TO THE PLAINTIFF

NOTE: In anticipation of a settlement, I have prepared the above and foregoing draft of my “standard” form of Settlement Agreement for counsel and the parties to review and modify if they desire to use it. While this draft contains many of the terms that normally populate a typical mediated Settlement Agreement, it is only a template for counsel’s and the parties’ guidance – the final work product will be that of all participants. Please don’t read this draft document for the first time at the mediation.

