

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 COUNTY OF VENTURA

3  
4 REMOTE MANDATORY SETTLEMENT CONFERENCE

5 \_\_\_\_\_  
6 Plaintiff(s),  
7  
8 v.  
9 \_\_\_\_\_  
10 Defendant(s).  
11  
12

Case Number \_\_\_\_\_

SETTLEMENT AGREEMENT  
(CCP § 664.6).

Status Hearing: Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Dept: \_\_\_\_\_

13 1. IT IS HEREBY STIPULATED, BY AND BETWEEN THE PARTIES, that the above  
14 entitled matter is settled on the following terms and conditions:  
15

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Continuation of Item 1 is attached.

2. The \_\_\_\_\_ agree(s) to accept said sum as payment in full of all of their claims, known or unknown, arising from the events described in the complaint and/or cross-complaint with the knowledge that they will be barred from proceeding against the \_\_\_\_\_ in the future.

3. Each side hereby expressly waives any and all rights under *Civil Code* section 1542, which provides as follows:

Section 1542. General Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

4. Each party will bear their own costs and attorney fees. Plaintiff(s) to be responsible for the payment of any outstanding medical bills and liens.

5. The parties and counsel request that the court retain jurisdiction over this settlement to enforce it and agree that this settlement will be enforceable pursuant to *Code of Civil Procedure* section 664.6 which provides as follows:

*(a) If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.*

*(b) For purposes of this section, a writing is signed by a party if it is signed by any of the following:*

*(1) The party.*

1 (2) *An attorney who represents the party.*  
2 (3) *If the party is an insurer, an agent who is authorized in*  
3 *writing by the insurer to sign on the insurer's behalf.*  
4 (c) *Paragraphs (2) and (3) of subdivision (b) do not apply in*  
5 *a civil harassment action, an action brought pursuant to the*  
6 *Family Code, an action brought pursuant to the Probate*  
7 *Code, or a matter that is being adjudicated in a juvenile court*  
8 *or a dependency court.*  
9 (d) *In addition to any available civil remedies, an attorney*  
10 *who signs a writing on behalf of a party pursuant to*  
11 *subdivision (b) without the party's express authorization*  
12 *shall, absent good cause, be subject to professional*  
13 *discipline.*

14 (Code of Civil Procedure § 664.6)

15 In the event any party fails to comply with the terms of this settlement, to compel  
16 compliance, a motion to enforce this settlement agreement must be filed with the trial  
17 court. The party obtaining enforcement of this settlement pursuant to *Code of Civil*  
18 *Procedure* section 664.6 shall be entitled to reasonable attorney's fees. The parties  
19 further agree that this settlement agreement may be introduced into evidence in any  
20 subsequent proceeding to enforce its terms. The parties acknowledge that this  
21 agreement is exempt from the confidentiality provisions of *Evidence Code* section  
22 1152(a).

23 6. This is the sole settlement agreement between the parties. There are no other  
24 representations or warranties by the parties. Any verbal discussions between the parties  
25 are not part of this settlement unless incorporated in writing herein.

26 7. The parties acknowledge that they requested and consented to conduct the  
27 Mandatory Settlement Conference remotely by way of Zoom and agree to be bound by  
28 the settlement that was reached to the same extent as if the settlement were placed on  
the record, in person, in open court. The "REMOTE MANDATORY SETTLEMENT  
CONFERENCE PROCEDURES; ACKNOWLEDGEMENT OF RECEIPT &  
STIPULATION" form signed by the parties and counsel is incorporated by reference  
herein.

1 8. Counsel for plaintiff(s) and defendant(s) represent that they verbally explained the  
2 terms of this settlement to their clients and are satisfied that they understand and accept  
3 such terms.

4 9. As a result of the settlement in this case, counsel for \_\_\_\_\_ will   
5 File a Notice of Settlement;  File a Dismissal  *with* or  *without* prejudice.

6 10. The parties, counsel, and insurance adjusters or guardians if any, agree that this  
7 settlement agreement may be executed in two or more counterparts, that electronic  
8 and/or digital signatures and dates can be used and will be binding on the signatories  
9 thereto. These signatures will be treated in all respects as having the same force and  
10 effect as original signatures.

11  
12 DATED: \_\_\_\_\_

13  
14 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of PLAINTIFF)

15  
16  
17 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of Attorney for PLAINTIFF)

18  
19 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of DEFENDANT)

20  
21 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of Attorney for DEFENDANT)

22  
23  
24 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of \_\_\_\_\_)

25  
26 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of \_\_\_\_\_)

27  
28 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature of \_\_\_\_\_)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Judicial Certification:**

As the Superior Court Judge who presided over the remote MSC in this case by way of Zoom, I certify that I have verbally verified that each counsel and party above signed this document and verbally affirmed that they agreed to the terms stated herein and that this is a judicially enforceable settlement pursuant to CCP section 664.6. The court verbally discussed the terms of this settlement by way of Zoom with the signatories to this agreement and was satisfied that they understood the terms stated herein and agreed to be bound by said terms.

Dated: \_\_\_\_\_  
Judge Kevin G. DeNoce

Item 1. [Continued]

