Settlement Agreement and Release

1. Parties and effective date

1.1 Parties. This Settlement Agreement and Release (the "Agreement") is made between **[Claimant's full legal name: _____]**, [Claimant's legal status: _____], of [Claimant's mailing address: _____] (the "Claimant"), and **[Respondent's full legal name: _____]**, [Respondent's legal status: _____], of [Respondent's mailing address: _____] (the "Respondent"). The Claimant and the Respondent are each a "Party" and together the "Parties".

1.2 Effective Date. This Agreement takes effect on the date the last Party signs it, as shown beside the signatures (the "Effective Date"). If Section 22 applies, the Effective Date is the later of that date and the day after any revocation period in Section 22 ends without revocation.

1.3 Use. This Agreement settles a private dispute between competent adults or legal entities. The Parties shall not use it to settle class or representative claims, the claims of a minor or a person under guardianship, or a claim brought on behalf of a government, unless every court or government approval the law requires has been obtained.

2. Background and the dispute

2.1 The Dispute. A dispute has arisen between the Parties about the following: [Description of the dispute: _____] (together with all facts and events from which it arose, the "Dispute").

2.2 Pending action. The following court case, arbitration or agency proceeding about the Dispute is pending: [Pending case or proceeding: _____] (the "Action"). If the entry states "none", no Action is pending and the terms of this Agreement that concern an Action do not apply.

2.3 Positions. The Claimant asserts that the Respondent is liable to the Claimant. The Respondent disputes liability, the amount claimed, or both.

2.4 Purpose. The Parties wish to avoid the cost, delay and uncertainty of further proceedings. In exchange for the payment and promises in this Agreement, the sufficiency of which each Party accepts, the Parties agree as follows.

3. Definitions and interpretation

3.1 Defined terms. In this Agreement:

(a) "Business Day" means a day other than a Saturday, a Sunday or a federal holiday in the United States.

(b) "Claim" means any claim, demand, cause of action, debt, damage, loss, liability, lien, cost or attorney fee of any kind, in contract, tort, statute, equity or otherwise, known or unknown, suspected or unsuspected, fixed or contingent.

(c) "Cleared Funds" means money received in the payee's account that the payee may withdraw and that has not been returned or reversed.

(d) "Claimant Releasors" means the Claimant and, to the extent they claim through the Claimant, the

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Claimant's heirs, estate, personal representatives, successors, assigns, parents, subsidiaries and affiliates.

(e) "Respondent Releasees" means the Respondent; its past and present parents, subsidiaries, affiliates, insurers, owners, officers, directors, employees, agents and attorneys, each in that capacity; its heirs, successors and assigns; and the following additional persons: [Other persons released by the claimant: _____].

(f) "Claimant Releasees" means the Claimant and the Claimant's past and present parents, subsidiaries, affiliates, insurers, owners, officers, directors, employees, agents and attorneys, each in that capacity, and the Claimant's heirs, successors and assigns.

(g) "Release Date" means the first date on which the whole Settlement Amount, and any late interest then due, has been received in Cleared Funds and the Effective Date has occurred.

(h) "Settlement Amount" means the sum stated in Section 5.

3.2 Interpretation. Headings are for convenience. "Including" means including without limitation. A reference to a law includes its amendments and replacements. A period of days is counted in calendar days unless it states Business Days. If a deadline falls on a day that is not a Business Day, performance is due on the next Business Day, except that no period a law fixes is shortened.

3.3 Elections. Where a Section contains a choice, the choice written in that Section controls. A Section marked "does not apply" has no effect.

3.4 Schedules. The Schedules are part of this Agreement. If a Schedule conflicts with a numbered Section, the Section controls.

4. No admission of liability

4.1 Compromise. This Agreement is a compromise of disputed Claims. Nothing in it, in its negotiation or in its performance is an admission of liability, fault, wrongdoing, damage or the validity of any Claim or defense. Each Party expressly denies liability.

4.2 Negotiations. Offers, drafts and statements made to reach this Agreement are compromise communications under Federal Rule of Evidence 408 and any similar state rule. No Party may offer them to prove or disprove the validity or amount of a disputed Claim.

4.3 Permitted use. This Section does not prevent a Party from using this Agreement to enforce it, to prove its terms, to support a release defense, to obtain approval or tax treatment, to pursue an insurer, or as the law requires.

4.4 Discoverable facts. Evidence that exists independently of settlement discussions does not become privileged or inadmissible because it was mentioned in them.

5. Settlement payment

5.1 Settlement Amount. The Respondent shall pay the Claimant a total of **[Total settlement amount: _____]** (the "Settlement Amount") in full and final settlement of the Dispute. The Settlement Amount includes all damages, interest, penalties, costs and attorney fees, unless Section 18 states otherwise.

5.2 Form of payment. The Settlement Amount is payable: [One payment or installments:

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_____]. If it is payable in one sum, the Respondent shall pay it within [Days to pay a single sum: _____] days after the latest of the Effective Date, delivery of the items in Section 5.4, and any court approval Section 5.7 requires. If it is payable in installments, Section 6 and Schedule A apply.

5.3 Method. The Respondent shall pay by [Payment method: _____] to [Payee: _____]. The payee shall send written payment instructions under Section 31. Before sending money, the Respondent shall confirm the instructions by calling a telephone number it obtained independently. A change to the instructions binds the Respondent only after the same confirmation. Full account numbers must not be written in this Agreement.

5.4 Items to deliver first. Within 5 Business Days after signing, the Claimant shall deliver: (a) a signed copy of this Agreement; (b) a completed IRS Form W-9 for each payee, or the appropriate foreign-status form; (c) payment instructions; and (d) the lien information required by Section 17.

5.5 When payment is made. Payment is made when the payee receives Cleared Funds. The payee shall acknowledge receipt in writing within 2 Business Days after a request. A payment by an insurer for the Respondent counts as payment by the Respondent. The Respondent remains liable until the payment clears.

5.6 No deduction or setoff. The Respondent shall pay without setoff or counterclaim. It may deduct only an amount a law or court order requires it to withhold, and it shall give prompt written details of the deduction.

5.7 Court approval. If a law requires a court or agency to approve all or part of this settlement, the Parties shall jointly seek approval without delay. No part that needs approval is binding until it is given. If approval is finally refused, each Party returns to its position immediately before signing and the Claimant shall return any money paid for that part within 15 Business Days, except money the law entitles the Claimant to keep.

5.8 New York actions. If N.Y. C.P.L.R. § 5003-a applies, the Claimant may tender this executed release and an executed stipulation discontinuing the Action in the manner that statute requires. The Respondent shall hold them in escrow and shall not use or file them until Cleared Funds are received. This Agreement does not extend a payment period the statute fixes or limit a statutory remedy.

6. Installments, late payment and acceleration

6.1 Installments. If the Settlement Amount is payable in installments, the Respondent shall pay each installment in Schedule A on or before its due date. No interest accrues on an installment that is paid on time.

6.2 Prepayment. The Respondent may prepay all or part of the balance at any time without a fee. A partial prepayment is applied to the installment next due unless the Parties agree otherwise in writing.

6.3 Late interest. An amount unpaid on its due date bears simple interest at [Late interest rate: _____] per year, or the highest rate the law allows if lower, from the due date until paid. Late interest is the only charge for lateness, apart from fees recoverable under Section 29. A court may apply the statutory rate after judgment.

6.4 Notice and cure. If an installment or other payment is late, the Claimant may give notice stating the

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amount due. The Respondent may cure by paying that amount and accrued late interest in Cleared Funds within [Days to cure a late payment: _____] days after the notice is received.

6.5 Acceleration. If the Respondent does not cure in time, the Claimant may by a second notice declare the whole unpaid balance of the Settlement Amount due immediately. Acceleration does not increase the Settlement Amount.

6.6 Application. A payment is applied first to the oldest unpaid part of the Settlement Amount, then to late interest, then to awarded costs. Acceptance of a late or partial payment is not a waiver of the rest. Words on a check do not change this Agreement.

6.7 No confession of judgment. Neither Party authorizes anyone to confess judgment against it, and no Party waives notice or a hearing before judgment.

7. Non-monetary obligations

7.1 Actions agreed. In addition to payment, the Parties shall do the following by the dates stated: [Actions other than payment: _____]. If the entry states "None", there are no further obligations under this Section.

7.2 Standard. The responsible Party shall perform each action at its own cost, with reasonable care, in compliance with law and with the licenses the work requires. It shall notify the other Party when the action is complete.

7.3 Review. The receiving Party has 10 Business Days after that notice to state in writing, with reasons, what is incomplete. The responsible Party shall correct a genuine failure within a further 10 Business Days.

7.4 Effect on payment. Unless Section 7.1 expressly makes an action a condition of payment, delay in the action does not excuse payment.

8. Tax allocation and reporting

8.1 Allocation. The Parties allocate the Settlement Amount in good faith as follows: [Allocation of the settlement amount: _____]. The allocation must reflect the nature of the Claims settled. The Parties know that it does not bind a tax authority or court.

8.2 Reporting. Each Party may file every tax form the law requires, including an IRS Form 1099 issued to the Claimant, the Claimant's attorney or both. An amount allocated to wages shall be paid through payroll, less required withholding, and reported on the proper wage form. The employer shall pay the employer's share of employment taxes.

8.3 Responsibility. Except for taxes the law imposes on the Respondent, the Claimant is responsible for taxes on the amounts the Claimant receives. The Respondent is responsible for its own taxes and for amounts it withholds.

8.4 Notice of inquiry. A Party that receives a tax authority inquiry about the allocation shall tell the other Party promptly if the law allows and the inquiry may affect the other Party. Each Party shall give reasonable cooperation.

8.5 No tax advice. No Party relies on tax advice from the other Party or its attorney. Each Party may

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disclose the tax treatment and tax structure of this settlement to its tax advisers and tax authorities despite Section 19.

9. Release by the claimant

9.1 Release. On the Release Date, the Claimant Releasors release and forever discharge the Respondent Releasees from every Claim within the scope stated in Section 9.2, subject to Section 11 (the "Claimant's Released Claims").

9.2 Scope. The release covers: [Scope of the release: _____]. It reaches only Claims that arose on or before the date the Claimant signs. A "general" release covers all such Claims against the Respondent Releasees. A release "limited to the Dispute" covers only such Claims that arise from or relate to the Dispute. If the entry is unclear, the release is limited to the Dispute.

9.3 Included remedies. The Claimant's Released Claims include Claims for compensatory, consequential, punitive and statutory damages, restitution, equitable relief, interest, costs and attorney fees.

9.4 Nothing released before payment. The release has no effect before the Release Date. It then takes effect automatically, without another document, and the Claimant shall sign a short confirmation if the Respondent reasonably asks.

9.5 Finality. The Claimant accepts that injuries, losses or facts may prove different from those now known, and intends the release to remain effective, subject to Sections 11, 12 and 26.

10. Mutual release by the respondent

10.1 Election. This Section [Mutual release election: _____].

10.2 Release. On the Release Date, the Respondent, for itself and for those who claim through it as heirs, estates, successors, assigns, parents, subsidiaries or affiliates (the "Respondent Releasors"), releases and forever discharges the Claimant Releasees from every Claim of the same scope stated in Section 9, including counterclaims in the Action, that arose on or before the date the Respondent signs, subject to Section 11.

10.3 Same limits. Sections 9 (included remedies, timing and finality), 11, 12 and 13 apply to the Respondent's release in the same way, with the necessary changes.

10.4 Independent obligations. The Respondent's release does not reduce the Settlement Amount and is not a condition of payment.

11. Claims not released

11.1 Excluded Claims. Despite any other term, no Party releases:

(a) a Claim to enforce this Agreement or for its breach;

(b) a Claim that arises after that Party signs this Agreement;

(c) a Claim for workers' compensation or unemployment insurance benefits, or for vested retirement or welfare plan benefits;

(d) a Claim under the Fair Labor Standards Act for unpaid minimum wages, overtime, related damages or

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retaliation, unless it is released in a manner approved by a court with authority or supervised by the Secretary of Labor;

(e) prospective rights under the Family and Medical Leave Act;

(f) a right to indemnification, advancement or insurance coverage that exists under law, a policy or a governing document;

(g) a right that applicable law does not allow the Party to waive by private agreement, including any right in Section 21;

(h) a Claim for intentional fraud in inducing this Agreement, to the extent the law does not permit its release; or

(i) the following Claims: [Other claims not released: _____].

11.2 No wider waiver. If law allows a Claim to be released only with approval, notice or another condition, it is released only when that condition is met.

12. Unknown claims and Section 1542

12.1 Unknown Claims. Within the scope in Section 9, each Party that gives a release includes Claims it does not now know or suspect. It accepts the risk that the facts prove different from what it believes.

12.2 California acknowledgement. To the extent California law applies, each releasing Party has read California Civil Code Section 1542, which provides:

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.

12.3 Waiver. Each releasing Party knowingly waives the benefit of Section 1542, and of any similar law of another jurisdiction, for the Claims within its release. It has had the opportunity to ask an attorney what this waiver means.

12.4 Limits. This Section does not enlarge a release that is limited to the Dispute and does not release a Claim excluded by Section 11.

Claimant's initials: [Claimant's initials: _____]
Respondent's initials (if Section 10 applies): [Respondent's initials: _____]

13. Standstill and covenant not to sue

13.1 Standstill. From the Effective Date until the Release Date, and while the Respondent is not in uncured default, the Claimant shall not start or actively pursue a proceeding on a Claim that would be released. A Party may take a step needed to preserve a right or obey a court. If Section 10 applies, the Respondent is bound in the same way.

13.2 Tolling. To the extent the law allows, every limitation or similar time period for those Claims stops running during the standstill and resumes when it ends. No Claim that had already expired on the

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Effective Date is revived.

13.3 Covenant. From the Release Date, a Party that gave a release shall not sue, or knowingly cause another person to sue, a person it released on a released Claim.

13.4 Exceptions. This Section does not restrict a right in Section 21, a proceeding to enforce this Agreement, testimony compelled by law, or a challenge to whether a waiver of age claims is knowing and voluntary. No Party must repay money, give notice or pay damages or fees as a condition of, or penalty for, such a challenge, except where federal law specifically authorizes it.

14. Non-settling persons and contribution

14.1 Rights kept. The Claimant keeps all Claims against persons who are not Respondent Releasees, including [Persons not released: _____]. A release of a Respondent Releasee does not release any other person.

14.2 Credit. A court may reduce a recovery from another person by the Settlement Amount or by the Respondent's share of responsibility, as applicable law provides.

14.3 Contribution. If a non-settling person recovers contribution or indemnity from a Respondent Releasee for the Dispute, the Claimant shall reduce or satisfy the Claimant's judgment against that person to the extent needed to remove that liability. The Claimant's duty under this Section is limited to the part of that judgment attributable to the Respondent Releasee.

14.4 Good-faith finding. If applicable law offers protection from contribution claims after a court finds that a settlement was made in good faith, either Party may seek that finding. The other Party shall cooperate reasonably.

14.5 Notice. A Respondent Releasee that receives such a contribution claim shall notify the Claimant promptly and permit the Claimant to participate in its defense at the Claimant's cost.

15. Dismissal of the pending action

15.1 Notice of settlement. Within 3 Business Days after the Effective Date, the Parties shall notify the court or tribunal in the Action that they have settled, if its rules require, and shall jointly ask for a stay of deadlines until the Release Date.

15.2 Dismissal with prejudice. Within [Business days to file the dismissal: _____] Business Days after the Release Date, the Parties shall sign and file a stipulation dismissing **with prejudice** all Claims and, if Section 10 applies, all counterclaims between them in the Action. The stipulation shall follow Schedule B, adapted to the court's rules. Every party who must sign under those rules shall sign.

15.3 Other claims preserved. If other parties remain in the Action, the Parties shall use the procedure that dismisses only the Claims between them.

15.4 Escrow. Counsel may hold a signed stipulation in escrow. No one may file it before the Release Date without the Claimant's written consent.

15.5 If the court does not dismiss. If the court rejects the stipulation, the Parties shall promptly correct it or file the motion the court requires. If the court refuses a stay, the Parties shall seek another arrangement

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that keeps the Claimant's Claims available until payment, and either Party may meet a court deadline.

15.6 Special approvals. This Section does not permit dismissal without an approval or consent that law requires for class, derivative, qui tam, minor, probate, bankruptcy or other protected Claims.

16. Retained jurisdiction

16.1 Election. This Section [Retained jurisdiction election: _____].

16.2 Request to the court. Before the Action is dismissed, the Parties shall jointly ask the court to enter an order that expressly keeps jurisdiction over the Parties to enforce this Agreement until it is fully performed. They shall not rely on this Section alone or on a stipulation that ends the case before that order is made.

16.3 Form of order. The order shall either state that the court retains jurisdiction over this Agreement or incorporate its terms. Confidential terms may be filed under seal only if the court allows it.

16.4 California. If the Action is in a California court and Cal. Code Civ. Proc. § 664.6 applies, the Parties or their counsel shall make the required written stipulation, or oral stipulation before the court, and shall present the request while the case is pending. If the court dismisses the Claims between the Parties without prejudice and retains jurisdiction under that section, that dismissal satisfies Section 15.2 until this Agreement is fully performed. After full performance, the Parties shall take any further step the court allows to make the dismissal final with prejudice. A dismissal without prejudice does not limit the release or the covenant in Section 13.

16.5 If refused. A court's refusal to retain jurisdiction does not affect this Agreement. A Party may then enforce it under Section 29.

17. Liens, Medicare and third-party payors

17.1 Known liens. The Claimant states that the following liens or reimbursement rights against the Settlement Amount are known: [Known liens and reimbursement rights: _____]. They include rights of Medicare, Medicaid, a health plan, a workers' compensation carrier, a medical provider or an attorney.

17.2 Medicare. The Claimant shall truthfully complete any reasonable request for information needed for mandatory Medicare reporting. If Medicare made conditional payments for items or services included in the Claims, the Claimant shall reimburse Medicare from the Settlement Amount within 60 days after receipt, unless law requires earlier payment. The Parties shall consider Medicare's lawful interests in future medical items where relevant.

17.3 Satisfaction. The Claimant shall resolve all valid liens on the Claimant's recovery and give the Respondent proof of release or payment within 30 days after the resolution. The Respondent may pay a valid lien directly, or name a lienholder as co-payee, only if law requires, the lienholder has a perfected right to it, or the Claimant agrees in writing.

17.4 No effect on third parties. This Agreement does not reduce a right of Medicare or another payor that is not a party to it. Nothing in it shifts to a health plan or government program a cost that law places on a Party.

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18. Attorney fees and costs of the dispute

18.1 Costs to date. Fees and costs incurred in the Dispute, the Action and the negotiation of this Agreement are borne as follows: [Who bears past fees and costs: _____].

18.2 No further claim. Except as stated in Section 18.1 or awarded under Section 29, no Party shall seek fees or costs of the Dispute or Action from the other Party after the Release Date.

18.3 Payment through counsel. If the Claimant directs payment to counsel, payment to that counsel in Cleared Funds discharges the Respondent to the extent of the payment. Division of the funds is a matter between the Claimant and counsel.

18.4 Mediator. The Parties shall bear any unpaid mediator's fee equally unless they agreed otherwise.

19. Confidentiality

19.1 Election. This Section [Confidentiality election: _____].

19.2 Confidential information. Each Party shall keep confidential the Settlement Amount and other terms of this Agreement ("Confidential Terms"). Facts about the underlying conduct are not Confidential Terms.

19.3 Permitted disclosure. A Party may disclose Confidential Terms: (a) to its spouse, attorneys, accountants, insurers, auditors, lenders and tax advisers who need them and are told to keep them private; (b) to a tax authority, regulator or court; (c) as law, a subpoena or an order requires; (d) to enforce this Agreement; (e) to a lienholder; or (f) to the extent they are public without that Party's breach.

19.4 Agreed statement. A Party asked about the Dispute may say: "The matter has been resolved."

19.5 Compelled disclosure. If compelled to disclose, a Party shall, where lawful, give the other Party prompt notice so it may seek protection. No notice is required for a disclosure protected by Section 21.

19.6 Legal limits. This Section does not prevent disclosure of facts about sexual assault, sexual abuse, harassment, discrimination, retaliation, a wage violation, a crime, a public hazard or other conduct where law protects disclosure. It is limited to the extent any applicable law requires. No part of the Settlement Amount is payment for silence about those facts.

19.7 Duration and remedy. Confidentiality lasts [Duration of confidentiality: _____]. A Party harmed by a breach may seek proven damages and injunctive relief. There is no fixed penalty.

20. Mutual non-disparagement

20.1 Election. This Section [Non-disparagement election: _____].

20.2 Promise. Neither Party shall publish, or direct another person to publish, a statement about the other Party in connection with the Dispute that it knows is false or that is malicious. For a company, the promise covers statements it authorizes and those of its officers who know of this Agreement.

20.3 Exceptions. Nothing in this Section restricts truthful testimony, statements in a legal proceeding, competition by fair comparison, an honest review protected by law, an employee's right to discuss working conditions, or any right in Section 21.

20.4 Correction. On notice of a breach, the responsible Party shall remove or correct a statement under

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its control within 5 Business Days. This does not limit proven damages or lawful injunctive relief.

21. Protected rights

21.1 Priority. This Section controls over every other term of this Agreement.

21.2 Agency and whistleblower rights. Nothing in this Agreement prevents a person, with or without notice to a Party, from: (a) filing a charge with, communicating with or taking part in an investigation or proceeding of the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration or another government agency; (b) reporting a possible crime or violation of law; (c) giving truthful testimony or evidence; or (d) receiving an award for information given to a government agency.

21.3 Individual relief. To the extent the law permits, a Party that releases a Claim waives individual monetary relief from the released persons on that Claim. This does not limit a government whistleblower award.

21.4 Protected speech. Nothing in this Agreement restricts rights under Section 7 of the National Labor Relations Act for persons it covers, or disclosure protected by federal, state or local law.

21.5 Trade secret immunity notice. Under 18 U.S.C. § 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to his or her attorney and use it in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose it except under court order.

22. Employment and age-claim supplement

22.1 Election. This Section [Age-claim supplement election: _____]. It must apply if the Claimant, as an employee or former employee aged 40 or over, releases a Claim under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 and following (the "ADEA"). In this Section, the Claimant is the "Employee".

22.2 Specific waiver. The Employee's release specifically includes rights and Claims under the ADEA that arose on or before the date the Employee signs. It does not include rights or Claims that arise after that date.

22.3 Additional value. The Employee waives those rights only in exchange for value in addition to anything to which the Employee is already entitled. That additional value is: [Additional value for the age waiver: _____].

22.4 Advice to consult an attorney. The Employee is advised in writing, by this Section, to consult with an attorney before signing this Agreement.

22.5 Time to consider. The Employee received this Agreement on [Date the employee received the agreement: _____] and has [Employee's time to consider: _____] from that

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date to consider it. The period must be at least 21 days, except as Section 22.8 provides. The Employee may sign sooner, but only knowingly and voluntarily and without fraud, pressure, a threat to withdraw the offer or better terms for signing early.

22.6 Revocation. The Employee may revoke this Agreement during the 7 days after signing it by written notice to the Respondent under Section 31. This Agreement is not effective or enforceable until those 7 days have ended without revocation. This period cannot be shortened. If the Employee revokes, no Party has any obligation under this Agreement and no settlement payment is due.

22.7 Understanding. The Employee has read this Agreement, understands it and signs it voluntarily. This Section does not restrict an EEOC charge, participation in an EEOC investigation or a challenge to whether this waiver is knowing and voluntary under the Older Workers Benefit Protection Act.

22.8 Filed charge or action. If this Agreement settles an EEOC charge filed by the Employee, or a court action by the Employee, that alleges age discrimination under the ADEA, the Employee shall have a reasonable period to consider it. Sections 22.5 and 22.6 then apply only if this entry states that they apply: [Do the 21-day and 7-day terms apply to a filed age claim?: _____].

22.9 Group programs. This Agreement must not be used for an exit incentive or other employment termination program offered to a group or class. Such a program requires at least 45 days and additional written information.

23. Representations

23.1 Both Parties. Each Party states that on the date it signs: (a) it has legal capacity and authority to make this Agreement; (b) the person signing for it is authorized; (c) this Agreement is its valid and binding obligation; (d) it has read and understands the terms; (e) it has had a reasonable opportunity to obtain legal and tax advice; and (f) it signs voluntarily and without duress.

23.2 Ownership of Claims. Each Party that gives a release states that it owns the Claims it releases, has not assigned or transferred them, and knows of no lien other than those listed in Section 17.

23.3 Other proceedings. Each Party that gives a release states that, other than the Action and confidential agency communications it need not disclose, it has no pending lawsuit or arbitration against a person it releases.

23.4 No reliance. Except for the statements written in this Agreement, no Party relies on a promise or statement by the other Party or its attorney. This does not excuse intentional fraud that law does not permit a Party to disclaim.

23.5 Minors and protected persons. Each individual Party states that he or she is an adult and is not under a guardianship or conservatorship that limits the power to settle.

24. Return of property and documents

24.1 Election. This Section [Return of property election: _____].

24.2 Items. Within 10 Business Days after the Effective Date, the Party that holds them shall return the following items in their present condition: [Items to return: _____].

24.3 Delivery. The returning Party shall use a tracked delivery or obtain a signed receipt. The returning

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Party bears the delivery cost and the risk of loss until delivery.

24.4 Records kept. A Party and its attorney may keep copies required by law, professional duties, insurance, a litigation hold or protection of legal rights. Electronic backup copies may remain until ordinary deletion if they are not used for another purpose.

24.5 Protected records. This Section does not require return or destruction of lawfully held records a person may give to a government agency or an attorney.

25. Default and remedies

25.1 Payment default. A Respondent that does not cure a late payment under Section 6 is in default. That notice and cure procedure also applies to a single payment.

25.2 Claimant's choice. While a payment default continues, the Claimant may choose to: (a) enforce this Agreement and collect the unpaid balance with late interest; or (b) end this Agreement by notice and pursue the original Claims. Under choice (b), the Respondent receives a credit for money paid, all defenses remain, the standstill ends, and no release takes effect. The Claimant may not recover twice.

25.3 Other breach. A Party that breaches another duty shall cure within 10 Business Days after notice describing the breach. If it does not, the other Party may seek actual damages, specific performance or an injunction. A breach of Section 19 or 20 does not let a Party withhold settlement money or cancel a release.

25.4 Limit on remedies. To the extent the law allows, no Party is liable for indirect or consequential loss caused by breach of this Agreement. This limit does not apply to the Settlement Amount, late interest, Section 27, fraud, willful misconduct, or liability that cannot be limited by law.

25.5 Events beyond control. A delay in a non-monetary duty is excused while an event outside a Party's reasonable control prevents performance, if the Party promptly gives notice and takes reasonable steps to perform. Lack of funds is not such an event, and payment duties are not excused.

26. Insolvency and reinstatement

26.1 Solvency statement. The Respondent states that it is not the subject of a bankruptcy or receivership case and does not now intend to start one, except as disclosed in writing before signing.

26.2 Payment avoided. If a court, trustee or law requires the Claimant to return all or part of the Settlement Amount, the returned amount is treated as unpaid. The Claimant shall promptly notify the Respondent.

26.3 Reinstatement. On that return, the Claimant's release is suspended, and the Claimant may pursue the original Claims to the extent the law allows, with credit for money kept. The Claimant may instead claim the returned part of the Settlement Amount. The standstill and tolling in Section 13 apply from the Effective Date until the Claimant returns the money, as far as law allows.

26.4 Bankruptcy law. No term makes bankruptcy alone a default where the law prohibits it. This Section does not limit the automatic stay, a discharge or the powers of a bankruptcy court.

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27. Indemnity for transferred claims and liens

27.1 Claimant's indemnity. The Claimant shall indemnify the Respondent Releasees against a third party's valid Claim, and reasonable related defense costs, to the extent it results from: (a) the Claimant's transfer of a released Claim before signing; or (b) the Claimant's failure to satisfy a valid lien on the Settlement Amount that this Agreement requires the Claimant to satisfy.

27.2 Respondent's indemnity. If Section 10 applies, the Respondent shall indemnify the Claimant Releasees to the same extent for a transfer of a Claim the Respondent releases.

27.3 Limits. The total indemnity of each Party is limited to the Settlement Amount, except for that Party's intentional fraud. It excludes a liability law places on the indemnified person, a penalty that person caused, and a cost of an ADEA validity challenge or protected agency proceeding.

27.4 Procedure. The indemnified person shall give prompt notice, allow the indemnifying Party reasonable control of the defense and cooperate. Delay reduces the duty only to the extent it causes harm. No one may settle the third party's Claim in a way that binds another person without that person's consent, which must not be unreasonably withheld.

28. Governing law

28.1 Choice. The law of the State of [Governing state: _____], without its conflict-of-law rules that would lead to another law, governs this Agreement and disputes about it.

28.2 Federal and mandatory law. Federal law applies where it governs. This choice does not remove a protection given by a mandatory law of another state that applies despite the choice. The Federal Arbitration Act governs an arbitration agreed under Section 29.

29. Dispute resolution and enforcement fees

29.1 Negotiation. A Party shall first give notice of a dispute about this Agreement. Persons with authority to settle shall speak within 10 Business Days. This step does not apply to urgent court relief, a limitation deadline or collection of an overdue undisputed payment.

29.2 Mediation. If the dispute remains, the Parties shall attend one mediation session with a neutral mediator within 30 days after a written request. They shall share its cost equally. A Party may proceed if the other Party refuses.

29.3 Forum. An unresolved dispute shall be decided by: [Court or arbitration: _____]. If the choice is a court, each Party consents to that court's personal jurisdiction and venue, to the extent the law allows. If the choice is arbitration, one neutral arbitrator shall decide under the rules named in the choice, and judgment may be entered on the award.

29.4 Court matters. A Party may use small claims court for an eligible claim, seek urgent relief from a court, or use an Action court that retained jurisdiction. No Claim that law prohibits from mandatory arbitration must be arbitrated.

29.5 Enforcement fees. In a proceeding to enforce this Agreement, the prevailing Party may recover reasonable attorney fees and costs the tribunal awards, subject to law. This does not apply to a charge or proceeding in Section 21, a challenge to whether an ADEA waiver is knowing and voluntary, or a case where law forbids the award.

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30. Use as defense and evidence

30.1 Defense. From the Release Date, a released person may plead this Agreement as a full defense to a Claim it released and may seek dismissal of that Claim.

30.2 Evidence. A Party may offer this Agreement in a proceeding to enforce it, defend a released Claim, resolve tax, insurance or lien issues, or for another purpose the rules of evidence allow.

30.3 Privacy. Where practical and lawful, the Party shall redact personal identifiers and ask permission to file Confidential Terms under seal. Protected disclosures and public court access rules control.

31. Notices

31.1 Method. A notice must be in writing and delivered personally, by a tracked courier, by certified mail, return receipt requested, or by email, to the address below or a replacement given by notice.

Claimant: [Claimant's mailing address: _____]; email [Claimant's email: _____]; copy to [Claimant's attorney and contact: _____].

Respondent: [Respondent's mailing address: _____]; email [Respondent's email: _____]; copy to [Respondent's attorney and contact: _____].

31.2 Receipt. A notice delivered by hand or courier is received on delivery. Certified mail is received on the delivery date or first attempted delivery date shown by the postal service. Email is received on the day it is sent if sent before 5:00 p.m. at the recipient's location on a Business Day, otherwise on the next Business Day, unless the sender learns it was not delivered.

31.3 Default notices. A default notice sent by email must also be sent by courier or certified mail, and is received when the first of them is received under Section 31.2.

31.4 Revocation. A revocation under Section 22 is timely if the Employee hand-delivers it, emails it or deposits it for mailing before the period ends. A copy to counsel alone is not notice to a Party.

32. Successors and assignment

32.1 Successors. This Agreement binds and benefits the Parties and their heirs, estates, personal representatives, successors and permitted assigns.

32.2 Transfer. A Party may transfer a duty only with the other Party's prior written consent, which must not be unreasonably withheld. A merger or sale of substantially all of a business does not require consent if the successor assumes this Agreement in writing. The original Party remains liable unless released.

32.3 Right to payment. The Claimant may assign a right to payment after notice, subject to law. The Respondent may continue to pay the original payee until it receives satisfactory written proof and confirms new payment instructions under Section 5.

33. Third-party beneficiaries

33.1 Released persons. The Respondent Releasees and, where Section 10 applies, the Claimant Releasees are intended beneficiaries of the releases, covenant and related defense in this Agreement.

33.2 No others. No other person may enforce this Agreement. Before the Release Date, the Parties may

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change a release without a beneficiary's consent. After that date, they may not remove a benefit already given without that person's consent.

34. Amendment and waiver

34.1 Amendment. An amendment is effective only if it is in writing, refers to this Agreement and is signed by each Party. A routine email exchange is not an amendment. The writing may be signed electronically.

34.2 Waiver. A waiver is effective only if the waiving Party signs it. Delay, acceptance of a late payment or failure to enforce a term is not a waiver. A waiver applies only to the event stated.

34.3 Rights cumulative. Remedies may be used together where lawful, but no Party may recover the same loss twice.

35. Severability

35.1 General rule. If a term is invalid or unenforceable, it shall be enforced to the extent allowed and the remaining terms stay in effect.

35.2 Linked terms. Payment and release are linked exchanges. If a final ruling invalidates substantially all of a release at the request of a Party that gave it, the Parties shall negotiate a lawful substitute that preserves the bargain. If they cannot agree within 30 days, a court may grant an equitable adjustment the law permits. The Settlement Amount and release shall not be changed merely because one excluded or optional Claim is unenforceable.

35.3 Age waiver. Section 35.2 does not permit repayment, setoff or any penalty for an ADEA challenge unless federal law specifically authorizes it.

36. Entire agreement and joint drafting

36.1 Entire agreement. This Agreement and its Schedules are the Parties' entire agreement on the settlement and replace earlier term sheets, offers and discussions about it. The following agreements remain in effect: [Earlier agreements that remain in effect: _____].

36.2 Joint drafting. Each Party had an opportunity to review and negotiate this Agreement. No term is interpreted against a Party because it drafted the term.

36.3 Copies. Each Party shall receive a complete signed copy.

37. Further assurances

37.1 Cooperation. Each Party shall promptly sign and deliver documents and take reasonable steps needed to carry out this Agreement, including dismissal papers, lien releases and tax forms.

37.2 Recorded rights. Within 10 Business Days after the Release Date, a Party that recorded a notice, lien or similar encumbrance for a released Claim shall file its release, at that Party's cost.

37.3 Limits. A requested document must not expand a release, add a payment or impose another material duty. The requesting Party pays the other Party's reasonable out-of-pocket filing expense unless this Agreement states otherwise.

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38. Counterparts and electronic signature

38.1 Counterparts. The Parties may sign separate copies, which together are one Agreement. A scanned or electronic copy has the same effect as an original.

38.2 Electronic signatures. Each Party agrees to conduct this transaction and sign electronically, unless law or a court rule requires another method. The signing process must identify the signer and preserve a complete record. A Party may ask for and receive a paper copy.

38.3 Delivery. This Agreement is not binding until each Party has signed and delivered it. Counsel's signature as to form does not make counsel a Party.

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LEGAL CLAIMS, WHICH MAY INCLUDE UNKNOWN CLAIMS. YOU MAY CONSULT AN ATTORNEY BEFORE SIGNING.

Claimant: [Claimant's full legal name: _____]
Signature:
Name and capacity of signer: [Claimant's signer and capacity: _____]
Date: [Claimant's signing date: _____]

Respondent: [Respondent's full legal name: _____]
Signature:
Name and capacity of signer: [Respondent's signer and capacity: _____]
Date: [Respondent's signing date: _____]

Optional approval as to form only

Claimant's counsel: [Claimant's attorney and contact: _____]
Signature and date:

Respondent's counsel: [Respondent's attorney and contact: _____]
Signature and date:

SCHEDULE A: PAYMENT SCHEDULE

Use this Schedule only if Section 5 states that payment is in installments. Delete unused rows before signing and add rows if needed.

Settlement Amount: [Total settlement amount: _____]

Installment 1: [First installment amount: _____], due [First installment due date: _____].

Installment 2: [Second installment amount: _____], due [Second installment due date: _____].

Installment 3: [Third installment amount: _____], due [Third installment due date: _____].

The total of all installments must equal the Settlement Amount. Each installment shall be paid by the method in Section 5. A due date does not move because of a dispute about a non-monetary duty. The

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notice, cure and acceleration rules are in Section 6.

Claimant's initials: [Claimant's initials: _____]
Respondent's initials: [Respondent's initials: _____]

SCHEDULE B: FORM OF STIPULATION OF DISMISSAL

Do not file before the Release Date. Check the court's rules, required form and signature requirements. In state court, replace the rule reference with the correct state rule.

Form 1: Stipulation of dismissal (no retained jurisdiction)

[Court name: _____]
Case name: [Case name: _____]
Case number: [Case number: _____]

STIPULATION OF DISMISSAL WITH PREJUDICE

Under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the undersigned, being all parties who have appeared in this action, stipulate that this action, including all claims and counterclaims, is dismissed **with prejudice**. Each party bears its own costs and attorney fees except as the parties have otherwise agreed in writing.

Signature of each party who has appeared, or its counsel:
Printed name, party represented and address:
Date:

Form 2: Joint motion and proposed order (retained jurisdiction)

[Court name: _____]
Case name: [Case name: _____]
Case number: [Case number: _____]

JOINT MOTION FOR DISMISSAL AND RETENTION OF JURISDICTION

The undersigned parties have settled this action. Under Federal Rule of Civil Procedure 41(a)(2), they jointly ask the Court to dismiss the claims between them with prejudice by an order that retains jurisdiction to enforce their settlement agreement. They ask the Court to retain jurisdiction in the order itself and consent to the Court's jurisdiction over them for that purpose.

Signature of each moving party or its counsel:
Printed name, party represented and address:
Date:

PROPOSED ORDER

On the parties' joint motion, IT IS ORDERED that all claims and counterclaims between the moving parties are DISMISSED WITH PREJUDICE. The Court retains jurisdiction over those parties to enforce their settlement agreement until it has been fully performed.

Judge:
Date:

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