

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA
CIVIL DIVISION

,
Plaintiff(s),

vs.

CASE NO:
DIVISION:

,
Defendant(s).
_____ /

SETTLEMENT AGREEMENT AND STIPULATION OF THE PARTIES

Pursuant to the Mediation Conference held on the ____ day of _____, 20__, the parties have agreed to the to abide by the following:

1. The Defendant(s) shall pay to the Plaintiff(s) the sum of \$_____ in full settlement of the Plaintiff(s) cause(s) of action constituting this litigation. Payment to be made as follows:

2. The Defendant(s) shall pay said sum through the offices of Plaintiff's counsel of record within ____ days from the date of this stipulation.

3. The Plaintiff(s) shall voluntarily dismiss this litigation with prejudice and will execute and deliver to the Defendant(s) and his/her/its/their insurance company through the offices of the Defendant's counsel of record, General Release(s) and Indemnification Agreement(s) holding the

Defendant(s) and his/her/its/their insurance company(ies) harmless from any third party liens or claims for which the Plaintiff(s) was/were able to legally collect and for which the Plaintiff(s) is/are legally liable only. Plaintiff(s) shall be responsible for satisfying and all liens which might apply to the settlement proceeds.

4. Each side shall pay their own costs and fees. Mediation fees shall be paid equally by each side and are payable within ten (10) business days of the mediation.

5. This settlement is contingent upon the clearing of funds and receipt by Defendant(s) counsel of record of the dismissals, releases and indemnifications required herein.

6. The parties hereby stipulate that the mediation shall be governed as if it were court ordered and pursuant to Fla. Stat. §44.102 et. seq. and F.R.C.P. 1.700 et. seq. as well as any administrative orders in effect from the date the mediator was selected. In Federal Court Cases, the Local Rules 9.01- 9.07 of the United States District Court for the Middle District of Florida shall apply. The parties and counsel also hereby agree that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator or as otherwise required by law. Also, the parties and counsel further stipulate that the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a court ordered or voluntary mediation.

THIS AGREEMENT SHALL BE FILED WHEN REQUIRED BY LAW OR WITH THE PARTIES' CONSENT. THIS STIPULATION BECOMES BINDING UPON ITS EXECUTION BY THE PARTIES AND THEIR COUNSEL. THIS STIPULATION, IF FILED, SHALL BE ENTERED AS A JUDGMENT OF THE COURT, OR THE COURT SHALL RETAIN JURISDICTION TO ENTER FINAL JUDGMENT OR ENTER AN ORDER DISMISSING THE CAUSE.

Counsel for Plaintiff: _____

Date: _____

Counsel for Defendant: _____

Date: _____

_____, Plaintiff

Date: _____

_____, Defendant

Date: _____