

CAUSE NO.: \_\_\_\_\_

|              |   |                        |
|--------------|---|------------------------|
| _____        | § | IN THE DISTRICT COURT  |
| _____        | § |                        |
| Plaintiff(s) | § |                        |
| vs.          | § | _____th JUDICIAL COURT |
| _____        | § |                        |
| _____        | § |                        |
| Defendant(s) | § | _____ COUNTY, TEXAS    |

**SETTLEMENT AGREEMENT PURSUANT TO RULE 11 T.R.C.P  
AND § 154.071 TX. CIVIL PRACTICE & REMEDIES CODE**

All parties hereto agree that this lawsuit and/or all claims and controversies between them are hereby settled in accordance with the following terms of this **Settlement Agreement**. The parties hereto agree to settle all claims and controversies between them, asserted or assertable in this case except:

1. All parties acknowledge that bona fide disputes and controversies exist between them, both as to liability and damages, 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 arising out of the transaction or occurrence which is the subject to this litigation. It is further understood and agreed that this is a compromise of a disputed claim, and nothing contained herein shall be construed as an admission of liability by any party, all such liability being expressly denied.
2. Each signatory to this **Settlement Agreement** hereby warrants and represents that:
  - a. such person has full authority to bind the party or parties for whom such person acts.
  - b. the claims, suits, rights, and/or interest which are the subject matter hereto owned by the party asserting same, have not been assigned, transferred or sold, and are free from any encumbrance.
3. The consideration to be given for this settlement is as follows:
 

\_\_\_\_\_ shall receive the sum of \$ \_\_\_\_\_, on or before \_\_\_\_\_, which sum will be paid by Defendant [s] to Plaintiff [s] as follows:

\_\_\_\_\_

\_\_\_\_\_
4. The above-styled and numbered case/claim shall be resolved by:
  - a. \_\_\_ Order of Dismissal with prejudice with costs taxed against: \_\_\_ party incurring the same \_\_\_ defendant [s]
  - b. \_\_\_ Agreed Judgment/Take Nothing Judgment providing as follows: \_\_\_\_\_
  - c. \_\_\_ Agreed Full Release and Hold Harmless Agreement
5. \_\_\_ Plaintiff [s] \_\_\_ Defendant [s] hereby agrees to completely release, discharge, and forever hold \_\_\_ Plaintiff's \_\_\_ Defendant's their insurers, representatives, employees, agents and attorneys harmless from any and all claims, demand, 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.
6. Plaintiff's agree to completely indemnify and hold Defendant [s], their insurers and employees harmless from any and all outstanding liens of any kind including, but not limited to, any healthcare/provider liens, medical liens, Medicare, Medicaid, hospital, subrogation and attorney's fees liens of any kind, arising from or related to the events and transactions which are the subject matter of this case.
7. All parties and their representatives agree that the terms and conditions of this **Settlement Agreement** are **CONFIDENTIAL** and shall not be disclosed to any third party subject to final terms and conditions contained in the "**FULL RELEASE AND HOLD HARMLESS AGREEMENT**" to be executed herein by the parties.
8. Other terms of this **Settlement Agreement** agreed to by all parties are as follows:

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

9. Counsel for \_\_\_\_\_ shall deliver all settlement documents required to be executed in connection with this settlement to opposing counsel within \_\_\_\_\_ days from the date hereof. All 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 provisions and spirit of this **Settlement Agreement**, but notwithstanding such additional documents, *the parties confirm that this is a written Settlement Agreement as contemplated by Section 154.071 of the Texas Civil Practice and Remedies Code.*
10. This Settlement Agreement is made and performable in \_\_\_\_\_, County, Texas and shall be construed in accordance with the laws of the State of Texas.
11. If one or more disputes arise with regard to the interpretation and/or performance of the **Settlement Agreement** or any of its provisions, the parties agree to attempt to resolve same with *Michael A. Elliott*, "the mediator" who facilitated. If the parties cannot resolve their differences by telephone conference, then the parties agree to schedule a mediation with him as soon as possible to resolve the disputes. If litigation is brought to construe or enforce this **Settlement Agreement**, the prevailing party shall be entitled to recover attorney's fees as well as costs and expenses, including the cost of the mediation.
12. Although the Mediator has provided a basic outline of this **Settlement Agreement** to the parties' counsel as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement. All signatories to this **Settlement Agreement** hereby completely release the Mediator from any and all liability arising from the drafting of this **Settlement Agreement**.
13. Each party acknowledges that they conferred with their counsel or, if not represented by counsel, have been advised to have this **Settlement Agreement** independently reviewed by their own counsel before executing this **Settlement Agreement**. Each signatory to this **Settlement Agreement** has entered into same freely and without duress after having consulted with professionals of his or her choice.
14. **THIS SETTLEMENT AGREEMENT IS NOT SUBJECT TO REVOCATION.**

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

Plaintiff [s] / Claimant [s]

Defendant [s] / Responding Party

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

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

Attorney for Defendant [s] / Responding Party

Tax ID#: \_\_\_\_\_

\_\_\_\_\_

Other Parties/Intervenors/Insurers

Attorney for Other Parties/Intervenors/Insurers

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

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