



CAUSE NO. [REDACTED]



IN THE COUNTY COURT

vs.

AT LAW NUMBER ONE (1)



COUNTY, TEXAS



MEDIATED SETTLEMENT AGREEMENT

The parties hereto agree that this lawsuit and all related claims and controversies between them are hereby settled in accordance with the following terms of this Mediated Settlement Agreement.

1. The parties 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 arising out of the transaction or occurrence which is the subject of 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 hereto hereby warrants and represents that:

- (a) such person has 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 are owned by the party asserting same, have not been assigned, transferred or sold, and are free of any encumbrance.

3. The consideration to be given for this settlement is as follows:

[REDACTED]
shall receive the sum of \$ [REDACTED] U.S. Dollars on or before [REDACTED]

which sum will be paid as follows:

Lump sum of [REDACTED]
[REDACTED]
[REDACTED]

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

4. The above styled and numbered case shall be resolved by:

- (a) an agreed order of dismissal with prejudice with costs taxed against party that incurred same; OR
- (b) an agreed judgment providing as follows: _____
- _____
- _____

5. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands or suits, known, 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, except for the following: NONE

6. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders and partners of the parties, except: NONE

7. Drafts of any further settlement documents shall be prepared and delivered by COUNSEL FOR PLAINTIFF to the other parties on or before the 20 day of JUNE, 2018. The parties and their counsel agree to cooperate with each other in the drafting and execution of such additional documents are reasonably requested or required to implement the provisions and spirit of this Mediated 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.

8. This agreement shall be performable in Harris County, Texas, construed in accordance with the law of the state of Texas and shall be enforceable:

(a) ~~_____~~ This agreement will be filed with the Court and will be enforceable under Rule 11 of the Texas Rules of Civil Procedure. The confidentiality of the mediation is hereby waived for the purpose of such filing and enforcement; OR

(b) ~~_____~~ This agreement will not be filed with the Court and will not be enforceable under Rule 11 of the Texas Rules of Civil Procedure.

9. This agreement shall also be enforceable as a contract. The confidentiality of the mediation is hereby waived for the purpose of enforcing this contract.

10. The original of this agreement shall be delivered to counsel for Plaintiff. Any copy of the original shall be considered an original for all purposes.

11. Other terms of this settlement are:

This Agreement May be
revoked without cause by
defendant on or before 5:00PM
on Friday, May 25, 2018 by FATHING
a notice to Plaintiff's counsel
from defendant's counsel.

12. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement or any of its provisions, the parties agree to attempt to resolve same with Mitchell Katine, the Mediator, who facilitated this settlement. If litigation is brought to construe or enforce this Agreement, the prevailing party shall be entitled to recover attorney's fees, as well as court costs and expenses, including the cost of the mediation.

13. 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 the Settlement Agreement hereby release the Mediator from any and all responsibility arising from the drafting of this Settlement Agreement, and by signing this Settlement Agreement acknowledge that they, or their attorneys, have been advised by the Mediator in writing that this Settlement Agreement should be independently reviewed by counsel before executing the Agreement.

14. MEDIATED SETTLEMENT AGREEMENT: EACH PARTY UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS NOT REVOCABLE.

AGREED this 22 day of MAY, 2018.

AGREED AS TO FORM AND CONTENT:

Plaintiff

[REDACTED]

[REDACTED]