MEMORANDUM OF SETTLEMENT

This Memorandum of Settlement ("MOS") is intended to be an enforceable expression of the material terms of the Agreement between the Parties. The Parties may hereafter execute a formal settlement agreement, but agree that this MOS shall be binding upon them.

The Parties have been represented by counsel, and agree that they are entering this MOS freely and voluntarily and with full knowledge of the terms and legal effect therof.

Notwithstanding the confidentiality provisions of *Evidence Code* 1115-1123, and 1152 and 1154, this MOS shall <u>not</u> be confidential or inadmissible for

the purposes of enforcement proceedings under *CCP* section 664.6 <u>only</u>. In all other respects, this MOS shall be and remain confidential.

The Parties agree that this MOS shall grant (global) (mutual) (unilateral

releases from _______ to ______), and that the Parties, having read and fully understood the provisions of California *Civil Code* 1542 do hereby expressly waive the provisions thereof.

This MOS may be executed in counterpart, and all parties agree and consent that it may be executed via electronic signature pursuant to the *Uniform Electronic Transactions Act* as set forth in *Civil Code* sections 1633.1-1633.17.

Agreed and accepted on this date: _____

Plaintiff

Defendant

Defendant

Approved as to form:

Counsel for Plaintiff

Counsel for Defendant

Counsel for Defendant