

Sample Form 34

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

- against -

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

___ Civ. _____ () ()

**[SAMPLE]
STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

WHEREAS, plaintiff _____ filed a complaint on _____
(name) (date)

alleging that _____ ; and
(describe, generally, plaintiff's allegations)

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, as to the named defendant(s), pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Any and all of the claims for damages by plaintiff which are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are hereby settled, as against the named defendant(s), for the sum of (*dollar amount*) _____ in full satisfaction of all claims for damages, costs, disbursements and legal fees.
3. The check for payment of the sum stated in Paragraph #2, above, shall be drawn to the order of the plaintiff and mailed to him/her at his/her present address _____.
4. In consideration of the payment of the sum stated in Paragraph #2, above, the plaintiff hereby releases each of the named defendant(s) in their individual and official capacities,

and their heirs, executors, administrators and assigns, from any and all claims, liabilities and causes of action related to or arising out of any and all of the events set forth in the Complaint in the above-captioned action. *[If appropriate in a particular case, add paragraph that defendant(s) release the plaintiff, using similar language.]*

5. Nothing in this So Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the defendants regarding any of the allegations made by the plaintiff in the Complaint.
6. Payment of the amount stated in Paragraph #2, above, will be made within ninety (90) days after the approval of this stipulation by the Court and receipt by defendant's counsel of a copy of the fully executed So Ordered Stipulation of Settlement as entered by the Court. In the event that the aforesaid payment is not made within the ninety (90) day period, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the ninety-first (91) day after receipt by defendant's counsel of a copy of the fully executed So Ordered Stipulation of Settlement.
7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement.
8. This So Ordered Stipulation of Settlement embodies the entire agreement of the parties in this matter.

Signature of Pro se Plaintiff

Signature of Defendant's Counsel

Address

Address

City, State & Zip Code

City, State & Zip Code

() - _____
Telephone Number

() - _____
Telephone Number

Dated: _____, 20__

Dated: _____, 20__

SO ORDERED:

Dated: New York, New York

United States District/Magistrate Judge

_____, 20__
(date)