

EXHIBIT "A"

NO. _____

VS.

§ IN THE DISTRICT COURT
§
§
§ _____ JUDICIAL DISTRICT
§
§
§ BEXAR 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:

1. The parties acknowledge that bona fide disputes and controversies exist between them, and they desire to compromise and settle all claims and causes of action of any kind whatsoever which the parties 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.

2. Each signatory 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 interests 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 parties will execute and file an Agreed Order dismissing all claims in the above-styled and numbered case with prejudice. Each party will bear its own costs.

4. _____ agrees to pay _____
the sum of \$ _____ on or before _____.

5. The parties further agree as follows:

6. Except for the agreements set forth herein, the parties hereby release each other from all claims, counterclaims, demands, 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 cause. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of the parties hereto.

7. Counsel for _____ shall deliver drafts of any further documents to be executed in connection with this settlement to counsel for the other parties hereto within _____ days from the date hereof. The 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.

8. This Settlement Agreement is made and performable in _____ County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement or any of its provisions, including the form of further documents to be executed, the parties agree to further mediation in an attempt to resolve same with Thomas J. Smith, the Mediator, who facilitated this settlement.

10. 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 release the Mediator from any 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.

11. The parties represent and warrant that: (i) they have carefully reviewed this Settlement Agreement; (ii) they have consulted with their attorneys concerning this Settlement Agreement; (iii) any questions that they have pertaining to this Settlement Agreement have been answered and fully explained by their attorneys; (iv) their decision to execute this Settlement Agreement was not based on any statement or representation, either written or oral, made by any person or entity other than those statements contained in this Settlement Agreement, and specifically was not based on any statement or representation made by any opposing party or its counsel; (v) this Settlement Agreement constitutes the entire agreement and understanding between the parties; (vi) they have entered into this Settlement Agreement of their own free will; and (vii) all prior and contemporaneous agreements, understandings, representations and statements, whether written or oral, are merged herein.

12. In the event any party breaches this Mediated Settlement Agreement, the Agreement will be admissible in any Court proceedings seeking its enforcement and the parties specifically waive the confidentiality provisions of Section 154.053 of the Texas Civil Practice and Remedies Code as it relates to such proceeding.

13. This Agreement will be considered a Rule 11 Agreement when filed with the Court.

14. **THE PARTIES AGREE THAT THIS MEDIATION AGREEMENT IS BINDING ON ALL PARTIES AND IS NOT SUBJECT TO REVOCATION BY ANY PARTY.**

Agreed, this ___ day of _____, 2015.

PLAINTIFF:

By: _____
Name: _____
Title: _____

DEFENDANT:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

State Bar No. _____

ATTORNEYS FOR PLAINTIFF

By: _____

State Bar No. _____

ATTORNEYS FOR DEFENDANT