

## Appendix G

### Sample Settlement Agreement

AGREEMENT made as of \_\_\_\_\_. 2025, by and between \_\_\_\_\_ ("Plaintiff") and \_\_\_\_\_ ("Defendant") (collectively, the "Parties").

#### PREMISES

The following sets forth the background of this Agreement:

- A. Plaintiff filed a civil action against Defendant in \_\_\_\_\_ Superior Court (Docket No. \_\_\_\_\_) (the "Litigation").
- B. The Parties wish to resolve the dispute which gave rise to the Litigation and any other claims or potential claims which either Party has or may have against the other, and they have entered into this Agreement for that purpose.

#### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Payment. Defendant agrees to pay Plaintiff, on or before \_\_\_\_\_, 2025, the sum of \$ \_\_\_\_\_.
2. Release. Plaintiff agrees to execute a general release in the form attached hereto as Exhibit A contemporaneously with the payment described in paragraph 1 of this Agreement.
3. Stipulation of Dismissal. The parties agree to sign and file, contemporaneously with the payment described in paragraph 1 of this Agreement, a Stipulation of Dismissal of the Litigation in the form attached hereto as Exhibit B.
4. Disputed Claim. It is understood and agreed by the Parties that this Agreement is a settlement of a disputed claim; that this settlement does not constitute an admission of liability or wrongdoing on the part of either party; that by entering into this Agreement, neither party admits that there has been any unlawful or wrongful act committed by that Party nor admits to liability in any way; and that this Agreement is a compromise sought by the parties to resolve the Litigation and to minimize the expense associated with the Litigation.
5. Attorney's Fees. The Parties shall be responsible for the cost of their respective legal fees, and each Party waives any claim against the other Party for payment of same.
6. Mediation Fees. The Parties shall each pay 50% of the mediator's fees.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter hereof and supersedes all previous oral or written agreements between the Parties as to the subject matter hereof.

8. Modifications. No change, alteration or modification of this Agreement may be made except in a writing signed by both Parties.

9. Governing Law. The terms of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles.

9. Captions. The captions herein have been inserted solely for convenience of reference and shall in no way define, limit or describe the scope or substance of any provision of this Agreement.

10. Copies. This Agreement may be executed in multiple counterparts, each bearing the signature of one or more Parties. Any copy bearing the signature of the Party to be charged may be deemed an original.

11. Confidentiality. The parties agree to maintain the confidentiality of the negotiations and settlement terms, provided however that said terms may be disclosed to counsel, financial advisors, and immediate family members so long as those individuals agree to maintain the confidentiality of the information.

EXECUTED under seal as a Massachusetts instrument, as of the day and year first above written.

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For Defendant

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Plaintiff

## EXHIBIT A

### Releases

In consideration of the terms of a settlement agreement executed by \_\_\_\_\_ (“Plaintiff”) and \_\_\_\_\_ dated \_\_\_\_\_, 2025, certain payment(s) by Defendant to Plaintiff, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiff on behalf of herself, her executors, heirs, assigns, and personal representatives, hereby releases and forever discharges \_\_\_\_\_, its directors, officers, employees both past and present, subsidiaries, affiliates, successors, and assigns (“Defendant”) of and from any claims, actions, causes of action, liabilities and obligations of whatever name, nature, and description which Plaintiff now has or may ever have had from the beginning of the world through the date hereof against Defendant, including without limitation those claims asserted in a civil action filed in \_\_\_\_\_ Superior Court, \_\_\_\_\_ (Docket No. \_\_\_\_\_).

Date: \_\_\_\_\_  
\_\_\_\_\_  
Plaintiff