

Stipulation of Settlement with Periodic Payment Option

Plaintiff: _____

Defendant: _____

Subject to court approval, if required, this matter has settled for a cost of \$_____ to Defendant, and the Plaintiff may choose to be paid with a combination of Periodic Payments and a cash payment due upfront. An appropriate settlement agreement and release will describe the Periodic Payments and conditions of settlement, the Plaintiff may make Periodic Payments to his attorney, and Plaintiff shall select the financial provider of the Periodic Payments. The Defendant may assign its obligation to make the Periodic Payments to an assignment company.

The amounts due at settlement and, if selected, to fund the Periodic Payments shall be paid within (14) days of this agreement or as agreed to in the settlement agreement and release.

This settlement is final even if _____ dies. Plaintiff will pay any and all liens, and agrees to indemnify and hold harmless Defendant from any and all claims of lienholders. This will settle all claims including any wrongful death action. The Periodic Payments shall be purchased through Paul J. Lesti, CSSC, RSP, MSSC. All parties will cooperate to sign appropriate documents to effect this settlement. The Plaintiff will execute release documents and attorneys for Plaintiff are authorized to sign a dismissal with prejudice on behalf of all plaintiffs. The mediator and/or arbitrator shall have continuing jurisdiction.

Other provisions: _____

Authorized signature for Plaintiff date

Authorized signature for Defendant and/or Insurer date

*This is merely sample language and is not legal or tax advice.
Practitioners should obtain appropriate legal or tax advice on this issue.*