

Covenant

PRE-TRIAL PRACTICE

Example:

COVENANT NOT TO SUE

In consideration of the sum of \$ _____, which Plaintiff acknowledges receiving, Plaintiff _____ agrees not to institute, pursue, or continue any claim, suit, or action in any form or on any basis, because of anything that was done or not done at any time, against Defendant _____ and his heirs, survivors, agents, or personal representatives on account of the following:

Any claims against Defendant _____ for personal injuries, property damage, physical disabilities, medical expenses, lost income, loss of consortium, and any other claims that have been or could be brought, including all claims now known or which in the future might become known, which arise out of an occurrence on or about ___(date)_____, at _____(location)_____, when Plaintiff claims to have sustained injuries as a result of a collision between an automobile driven by Plaintiff and an automobile driven by Defendant.

As a result of this collision, Plaintiff has brought suit against Defendant for damages. Defendant has denied both liability and the claimed extent of damages. This covenant not to sue is a compromise settlement between Plaintiff _____ and Defendant _____.

This agreement is a covenant not to sue, and not a release or an accord and satisfaction. Nothing in this agreement shall operate as a discharge against any other persons, and Plaintiff _____ expressly reserves the right to pursue any claims against any other persons other than Defendant _____ and his heirs, survivors, agents, and personal representatives.

Plaintiff _____ and Defendant _____ also expressly agree to terminate any actions between them, particularly a claim by Plaintiff against this Defendant currently filed as civil action no. _____ in the United States District Court for the District of _____, in. Plaintiff and Defendant agree to execute a Stipulation of Dismissal, with prejudice, and file it with the Clerk of the above Court, to terminate that action against this Defendant only, within seven days of the execution of this agreement.

Date: _____
Plaintiff

Defendant