

**CONFIDENTIAL SETTLEMENT
AGREEMENT**

OF

**DANIEL SZALKIEWICZ, DANIEL SZALKIEWICZ & ASSOCIATES
P.C.**

and



This Settlement Agreement, made the ____th day of _____ by and between Daniel Szalkiewicz (“Mr. Szalkiewicz”), Daniel Szalkiewicz & Associates P.C. (“DS&A”); and _____ collectively referred to as the “Parties” and individually as “Party.”

W I T N E S S E T H

WHEREAS, _____ retained Mr. Szalkiewicz and DS&A to represent _____ action.

WHEREAS, Mr. Szalkiewicz and DS&A represented _____ matter

WHEREAS, during the course of the litigation, the relationship between the Parties irretrievably broke down,

WHEREAS, _____

WHEREAS, _____

[REDACTED]

[REDACTED]

WHEREAS, the Parties desire to settle this dispute, to avoid the cost and burden of litigation, on the terms and conditions set forth herein;

NOW, THEREFORE,

IT IS HEREBY STIPULATED AND AGREED by and between the Parties that all claims between the parties are settled on the following terms and conditions:

1. The Whereas clauses set forth above are fully incorporated herein by reference.

REMOVAL OF ALL STATEMENTS AND COMPLAINTS

2. [REDACTED] remove, within 72 hours of this agreement, all statements, comments, websites, or writings whatsoever made by [REDACTED] concerning Mr. Szalkiewicz; DS&A; and DS&A's associates, partners, employees, its agents, heirs, administrators, attorneys, successors, [REDACTED] [REDACTED]

3. [REDACTED]
4. [REDACTED] withdraw all complaints made against Mr. Szalkiewicz; DS&A; and DS&A's associates, partners, employees, or relatives of same.

RETURN OF PAYMENTS MADE

5. DS&A agrees to make a one-time payment of \$ [REDACTED] (the Settlement Amount) in full satisfaction of all claims. [REDACTED]

FUTURE COMMUNICATIONS

6. [REDACTED]
[REDACTED] will not publish, or cause others to publish, any additional comments, statements, websites, or any other media concerning Mr. Szalkiewicz; DS&A; or DS&A's associates, partners, employees, or relatives of same.

CONFIDENTIALITY PROVISIONS

7. The Parties agree they shall not directly or indirectly reveal the terms of this Settlement Agreement to any person or entity not a party to this Settlement Agreement except (i) by written agreement of the Parties; (ii) pursuant to a valid court order or subpoena; (iii) to effectuate removal of existing or future statements, comments, websites, or writings [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. If either Party is required by law to disclose the terms of this Settlement

Agreement, the Party required to make such disclosure shall first advise the non-disclosing Party in writing in time in order to permit the non-disclosing Party an opportunity to make a motion to quash such disclosure or a motion to seal all papers, if possible, when referencing this Settlement Agreement. Otherwise this Settlement Agreement shall be deemed sealed.

10. [REDACTED]
shall not make or publish any statement (in verbal, written, electronic, or any other form), or instigate, assist, or participate in the making or publication of any statement (in verbal, written, electronic, or any other form), which would libel, slander, invade the privacy of Mr. Szalkiewicz; DS&A; or DS&A's associates, partners, employees, its agents, heirs, administrators, attorneys, successors, and assigns or relatives of same. [REDACTED]

DAMAGES FOR BREACH

11. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ADDITIONAL TERMS

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. So long as Mr. Szalkiewicz and DS&A fully performs their obligations under this Settlement Agreement, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the full execution of this Settlement Agreement, [REDACTED] agents, heirs, administrators, attorneys, successors, and assigns, does hereby dismiss, release, and hold harmless Mr. Szalkiewicz, DS&A, its agents, heirs, administrators, attorneys, successors, and assigns, from any and all matters debts, dues, sums of money, covenants, controversies, agreements, promises, trespasses, damages, losses, expenses, costs, liabilities, obligations, claims, demands, grievances, suits, causes of action, complaints, judgments, decrees, executions of whatever kind, in law or in equity, absolute, contingent, likely or unlikely, known or unknown, which have existed from the beginning of time and/or have arisen as a result of any relationship between the Parties, to the date of this Settlement Agreement.

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. This Settlement Agreement shall satisfy all claims and causes of actions between the Parties and neither shall seek any governmental process or criminal actions against one another for actions existing at the time of the signing of this Agreement. However, this section does not prevent a Party from seeking any governmental process or criminal actions against one another for any future conduct.

16. Each Party has had a full opportunity to and has consulted at length with his or her attorneys, or waived said right, regarding all of the circumstances hereof and acknowledges that this Settlement Agreement has not been the result of any fraud, duress, or undue influence exercised by either Party upon the other or by any other person or persons upon the other.

17. Each Party is aware that they have the right to consult with an attorney and has consulted with an attorney or waives the right to do so. [REDACTED] specifically recognizes that Mr. Szalkiewicz is a lawyer, and he has advised [REDACTED] interests and has specifically advised [REDACTED] should obtain independent counsel before entering into this Agreement.

18. The Parties agree that they shall execute all documents reasonably required and

provide all information reasonably required to effectuate the spirit and purpose of this Settlement Agreement.

19. This Settlement Agreement represents the entire agreement between the Parties and cannot be modified, changed, or terminated and no right hereunder may be waived except by a writing duly executed by the Parties hereto.

Daniel Szalkiewicz, Individually,
and on behalf of
Daniel Szalkiewicz &
Associates, P.C.

State of New York)

) ss.:

County of)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Szalkiewicz, to me known to be the person whose name is subscribed above, and, being by me duly sworn, upon his/her oath acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. SWORN TO AND SUBSCRIBED before on the _____ day of _____, [REDACTED] to certify which witness my hand and seal of office.

NOTARY PUBLIC

State of New York)

) ss.:

County of)

BEFORE ME, the undersigned authority, on this day personally appeared [REDACTED] to me known to be the person whose name is subscribed above, and, being by me duly sworn, upon his/her oath acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. SWORN TO AND SUBSCRIBED before on the _____ day of _____, [REDACTED] to certify which witness my hand and seal of office.

NOTARY PUBLIC