

STIPULATION FOR SETTLEMENT OF JUDGMENT
IN THE [COUNTY COURT / CIRCUIT COURT OF THE [____] JUDICIAL
CIRCUIT]

IN AND FOR [____] COUNTY, FLORIDA

[NAME OF PLAINTIFF],

Plaintiff,

v.

Case No.: [CASE NUMBER]

[NAME OF DEFENDANT],

Defendant.

_____/

STIPULATION FOR SETTLEMENT OF JUDGMENT

Plaintiff, [NAME OF PLAINTIFF] ("Judgment Creditor"), and Defendant, [NAME OF DEFENDANT] ("Judgment Debtor"), stipulate and agree as follows:

1. The Judgment. A final judgment was entered in this action on [DATE] in favor of the Judgment Creditor and against the Judgment Debtor in the amount of \$[AMOUNT] (the "Judgment"). A certified copy of the Judgment is recorded in the official records of the following counties: [COUNTY] County, Official Records Book [____], Page [____]; [COUNTY] County, Official Records Book [____], Page [____].
2. Settlement Amount. The Judgment Creditor agrees to accept \$[SETTLEMENT AMOUNT] (the "Settlement Amount") in full settlement of the Judgment, including all principal, post-judgment interest, court costs, and attorney fees accrued through the date of final payment.
3. Payment. The Judgment Debtor shall pay the Settlement Amount as follows: [a single payment of \$[AMOUNT] on or before [DATE]] [OR] [\$[AMOUNT] on or before [DATE] and [NUMBER] consecutive monthly payments of \$[AMOUNT] each, due on the [____] day of each month beginning [DATE]]. Payments shall be made payable to [PAYEE] and delivered to [ADDRESS OR PAYMENT METHOD].
4. Satisfaction of Judgment. Within 10 days after the Judgment Creditor receives the final payment, the Judgment Creditor shall sign a satisfaction of judgment, file it in this action, record it in the official records of every county listed in paragraph 1, and deliver a recorded copy of each to the Judgment Debtor.

5. Collection Stops. Upon signing this stipulation, the Judgment Creditor shall take no further action to enforce the Judgment and shall promptly dismiss or move to dissolve any writ of garnishment, recall any writ of execution or levy, and dismiss any proceeding supplementary now pending against the Judgment Debtor or against any third party holding property of the Judgment Debtor.

6. Release. Upon the Judgment Creditor's receipt of the Settlement Amount, the Judgment Creditor releases and discharges the Judgment Debtor from the Judgment and from every claim for principal, post-judgment interest, court costs, attorney fees, and collection expenses arising out of or relating to the Judgment. The Judgment Debtor releases the Judgment Creditor from every claim arising out of the collection of the Judgment through the date of this stipulation.

7. No Assignment. The Judgment Creditor has not assigned, sold, or transferred the Judgment or any interest in it, and shall not assign, sell, or transfer the Judgment, the Settlement Amount, or any claimed unpaid balance to any person.

8. Notice and Cure. The Judgment Debtor is not in default under this stipulation unless the Judgment Creditor delivers written notice of a missed payment to the Judgment Debtor [and to counsel for the Judgment Debtor] and the payment remains unpaid 10 days after the notice is delivered. Notice shall be delivered by e-mail to the addresses stated below and by certified mail, return receipt requested.

9. Remedy on Default. If a default is not cured under paragraph 8, the Judgment Creditor may enforce the Judgment for the amount then remaining unpaid under this stipulation, and every payment received under this stipulation is credited against that amount. The Judgment Creditor waives any claim for interest, court costs, or attorney fees accruing after the date of this stipulation.

10. No Admission and No Waiver of Exemptions. Neither this stipulation nor any payment under it is an admission by the Judgment Debtor of any liability beyond the Judgment, and nothing in this stipulation waives any exemption from collection available to the Judgment Debtor under Florida or federal law.

11. Entire Agreement. This stipulation is the entire agreement of the parties about the settlement of the Judgment. It may be amended only by a writing signed by both parties. It is governed by Florida law.

12. Retention of Jurisdiction. The parties request that the court retain jurisdiction to enforce the terms of this stipulation.

Dated: _____

[NAME OF PLAINTIFF]

Judgment Creditor

Address:

E-mail:

[ATTORNEY FOR PLAINTIFF]

Florida Bar No.:

[NAME OF DEFENDANT]

Judgment Debtor

Address:

E-mail:

[ATTORNEY FOR DEFENDANT]

Florida Bar No.:

[Optional proposed order for the court.]

**IN THE [COUNTY COURT / CIRCUIT COURT OF THE [____] JUDICIAL
CIRCUIT]**

IN AND FOR [____] COUNTY, FLORIDA

[NAME OF PLAINTIFF],

Plaintiff,

v.

Case No.: [CASE NUMBER]

[NAME OF DEFENDANT],

Defendant.

_____/

ORDER APPROVING STIPULATION FOR SETTLEMENT OF JUDGMENT

THIS CAUSE came before the Court on the parties' Stipulation for Settlement of Judgment, and the Court being fully advised, it is ORDERED AND ADJUDGED that:

1. The Stipulation for Settlement of Judgment filed on [DATE] is approved.
2. The Court retains jurisdiction over this cause to enforce the terms of the stipulation.

DONE AND ORDERED in [CITY], [____] County, Florida, on _____.

[County Court / Circuit Court] Judge

Copies furnished to:

[Counsel of record and unrepresented parties]

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