

**VIRGINIA:**

**IN THE CIRCUIT COURT OF FAIRFAX COUNTY**

\_\_\_\_\_  
**Plaintiff**

v.

CL- \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
**Defendant**

**ORDER OF SETTLEMENT**

THIS DAY came the parties to this matter and represented to the Court that the matters at issue have been resolved and that they have entered into an Agreement, the payment terms of which are as follows:

1. The Defendant, \_\_\_\_\_, agrees to pay to the Plaintiff the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus interest at \_\_\_\_\_ percent (\_\_\_\_%) per annum from \_\_\_\_\_ until paid, c/o Plaintiff's attorney, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The Plaintiff herein agrees to accept the sum set out in paragraph 1, in full settlement of its claims in this matter provided that the payments are received by counsel for Plaintiff, (or the Plaintiff, in the event that counsel for Plaintiff notifies counsel for the Defendant, in writing, that future payments are to be forwarded directly to the Plaintiff), on or before the due dates, and further agrees to stay any proceedings in this cause until the Defendant defaults on a provision of this Order, or liquidates the amount set out above, whichever of those events shall first occur. Plaintiff further agrees to endorse an Order dismissing the case as settled upon receipt and clearance of the Defendant's timely payment in full of the amounts set forth in this Order.

3. Plaintiff and Defendant further agree that in the event of a default pursuant to the terms of this Order, the Plaintiff may move the Court to reinstate this matter on the Court's docket with five (5) days written notice to counsel of record for Defendant and enter judgment in its favor in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum from \_\_\_\_\_, minus any sums paid by the Defendant to the Plaintiff pursuant to the terms of this Order. For purposes of this Order, default shall be defined as the failure to make any payment when due. The only issues to be decided by the Court at any such hearing are whether a default has occurred, and if so, the amount of the judgment to be entered pursuant to the terms of this Order. The allegations of counsel for the Plaintiff shall be sufficient to prove any default and the amount then due and owing, subject to the right of the Defendant to contest the allegation of default or the amount then due and owing pursuant to the terms of this Order, by presentation of appropriate documentation evidencing payments made. It shall be no defense to such a motion by the Plaintiff that any of the payments set out in paragraph 1 above were in fact made, if the payment was received more than five (5) days after the date that it was due, and

IT APPEARING to the Court that based upon the above agreement of the parties, no further action is required of the Court at this time, it is therefore

ADJUDGED and ORDERED that this case is resolved and removed from the active docket of this Court. Either party may reinstate the case upon failure of the other party to comply with the terms of the settlement agreement and payment of the reinstatement fee.

**ENTERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**JUDGE**

**I ASK FOR THIS:**

BY: \_\_\_\_\_  
COUNSEL FOR PLAINTIFF

**SEEN AND AGREED:**

BY: \_\_\_\_\_  
COUNSEL FOR DEFENDANT