

Date: [Date]

RE: SETTLEMENT AGREEMENT AND RELEASE

Case Name/Matter: [Case Name or Property Address]

Claimant: [Name of Claimant]

Respondent: [Name of Business/Property Owner]

Dear [Name of Recipient],

This letter sets forth the terms of the settlement agreement between [Claimant Name] ("Claimant") and [Respondent Name] ("Respondent") regarding the alleged violations of the Americans with Disabilities Act (ADA) at the property located at [Address].

1. Remedial Actions: Respondent agrees to perform the following architectural barrier removals or accessibility modifications:

- [Description of Modification 1, e.g., Installation of ramp]
- [Description of Modification 2, e.g., Modification of restroom grab bars]
- [Description of Modification 3, e.g., Designation of accessible parking spaces]

All work shall be completed in compliance with the ADA Standards for Accessible Design by no later than [Completion Date].

2. Monetary Consideration: Within [Number] days of the execution of this agreement, Respondent shall pay Claimant the total sum of \$[Amount] in full and final satisfaction of all claims for damages, costs, and attorney's fees.

3. Release of Liability: Upon completion of the actions and payment described above, Claimant hereby releases and forever discharges Respondent from any and all claims, demands, or causes of action arising out of the accessibility of the subject premises known to exist as of the date of this agreement.

4. Dismissal of Legal Action: [Optional] Within [Number] days of receiving the settlement payment, Claimant shall file a Stipulation of Dismissal with Prejudice regarding the lawsuit filed in [Court Name], Case No. [Case Number].

5. Non-Admission: This agreement is a compromise of a disputed claim and does not constitute an admission of liability or wrongdoing by the Respondent.

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Name of Authorized Representative for Respondent]

Date:

[Name of Claimant or Representative]

Date: