

**SETTLEMENT CHECKLIST AND TERM SHEET**

**CASE NAME:**

**CASE NO.:**

**DATE:**

**A. PAYMENT OF MONEY**

**1. To:** \_\_\_\_\_ **From:** \_\_\_\_\_  
\_\_\_\_\_

**2. Total amount to be paid: \$** \_\_\_\_\_

**3. Does payment include attorney's fees? Yes or No**

**4. Are third party liens to be paid from proceeds? Yes or No**

**a. If yes, to whom:** \_\_\_\_\_

**5. Tax Treatment (e.g., W-2, 1099):** \_\_\_\_\_

**B. SELECT A RELEASE OPTION**

**Release** (*relinquishment of a right*)

**Choose one of the following:**

**a. One Way From Plaintiff(s) to Defendant(s),  
or**

**b. Mutual**

**Scope of Release :**

**a. General Release**

**1. All claims raised in the litigation, or**

**2. All existing claims, whether or not  
raised in the litigation.**

**OR**

**b. Limited Release:**

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

**OR**  **Covenant Not to Sue** (*agreement not to sue in the future*)

**Exceptions to Covenant Not to Sue:**

\_\_\_\_\_

\_\_\_\_\_

**Other Covenant Not to Sue Terms:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. CONFIDENTIALITY**

**1. Settlement agreement to be confidential: Yes or No**

**2. Mutual: Yes or No**

**3. What can be said about litigation?**

**a. Dispute resolved, or**

**b. Other:** \_\_\_\_\_

**4. Exceptions to confidentiality?**

**a. Attorneys**

**b. Tax advisors**

**c. Immediate family**

**d. As otherwise required by law**

**e. Other:** \_\_\_\_\_

**5. [Optional] Liquidated damages in event of breach of confidentiality agreement: Yes or No**

**a. Amount (Not too large to avoid being a penalty, e.g., no more than 5-10% of total settlement amount):** \$ \_\_\_\_\_

**b. Attorneys' fees and expenses to prevailing party in litigation arising from alleged breach of confidentiality agreement: Yes or No**

**D. OTHER SETTLEMENT TERMS**

**1. No admission of liability.**

**2.** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E. EMPLOYMENT CASES ONLY**

**1. Ability to reapply: Yes or No**

**2. Type of reference:** \_\_\_\_\_

\_\_\_\_\_

**F. EFFECTIVE DATE**

- 1. A binding agreement today; or**
- 2. No binding agreement until the typed settlement agreement is signed.**

**G. CONFIRMING AND DOCUMENTING SETTLEMENT**

- 1. Do parties wish to place settlement terms on the record? Yes or No**
- 2. Settlement terms to be incorporated in a typed written agreement? Yes or No**
- 3. [Optional] Settlement agreement to be prepared by \_\_\_\_\_  
and sent to other parties on or before \_\_\_\_\_**
- 4. Will settlement agreement be filed in court? Yes or No**

**H. DISMISSAL OF LITIGATION AND COURT'S JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT -- CHOOSE ONE OF THE OPTIONS BELOW:**

- 1. Dismissal without prejudice to be entered on \_\_\_\_\_.**  
*[Plaintiff will dismiss claims without prejudice on a particular date.]*
- 2. Dismissal without prejudice that automatically will convert to a dismissal with prejudice on \_\_\_\_\_ [insert date] unless, on that date, a motion to reinstate the case, a motion to enforce the settlement agreement, or a motion for additional time to file a motion to reinstate or a motion to enforce the settlement agreement is pending before the Court.**  
*[Note: in the Seventh Circuit, a court cannot enforce the terms of a settlement if the case is dismissed with prejudice unless the parties incorporate the material terms of the settlement into the dismissal order (Option 4 below) or enter into a consent decree (Option 5 below). Parties that want the Court to be able to enforce the terms of the settlement for a period of time should choose one of these options, or not dismiss the case until all conditions of settlement are satisfied.]*
- 3. Dismissal with prejudice to be entered after the following conditions are satisfied: the settlement agreement is fully executed, the settlement payment has been received, and a stipulation to dismiss has been filed.**
- 4. Dismissal with prejudice, the parties will incorporate the material settlement terms into the dismissal order, and the Court will retain jurisdiction to enforce those settlement terms.**
- 5. The parties will agree to and the Court will enter a consent decree.**
- 6. Other: \_\_\_\_\_**

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**I. DO PARTIES OR PARTY REPRESENTATIVES HAVE FULL AUTHORITY TO ENTER INTO SETTLEMENT AGREEMENT? Yes or No**

**J. DO PARTIES CONSENT TO MAGISTRATE JUDGE JURISDICTION? Yes or No**  
*(If yes, counsel should fill out and execute a separate consent form.)*

**Signatures and titles of all parties, party representatives and counsel:**

_____	_____
_____	_____
_____	_____

**K. NEXT COURT DATE (if needed): \_\_\_\_\_ . If a stipulation of dismissal is filed before this date, the status hearing will be stricken and counsel need not appear.**