

SETTLEMENT CHECKLIST/TERM SHEET

DATE: _____ **CASE NO.** _____ **CV** _____

PLAINTIFF(S): _____

DEFENDANT(S): _____

A. DO PARTY REPRESENTATIVES HAVE FULL AUTHORITY TO ENTER INTO SETTLEMENT AGREEMENT? Yes No

1. Plaintiff's representatives and their titles: _____

2. Defendant's representatives and their titles: _____

**B. PAYMENT OF MONEY TO: _____
FROM: _____**

1. Total amount to be paid: \$ _____

2. When: _____

3. Payment terms: _____

4. Does payment include attorney's fees? Yes No

5. Any third party liens to be paid from proceeds? Yes No
If yes, to whom: _____

6. Tax Treatment: _____

7. Other payment terms: _____

C. RELEASE OR COVENANT NOT TO SUE:

1. From plaintiff(s) to defendant(s)? Yes No

2. Mutual release? Yes No

3. Scope of Release:

(a) All claims raised in the litigation? Yes No

(b) All claims, whether or not raised in the litigation? Yes No

(c) Limited: _____

4. Scope of covenant not to sue: _____

5. Exceptions to release or covenant not to sue: _____

6. Other release or covenant not to sue terms: _____

D. CONFIDENTIALITY: Yes No **MUTUAL:** Yes No

1. What can be said about litigation?

(a) Dispute amicably resolved? Yes No

(b) Nothing? Yes No

(c) Other: _____

2. Exceptions to confidentiality?

(a) Attorneys? Yes No

(b) Tax advisors? Yes No

(c) Immediate family? Yes No

(d) As otherwise required by law? Yes No

(e) Other: _____

3. Liquidated damages in the event of breach? Yes No

4. Amount: \$ _____ (Not too large to avoid being a penalty.)

E. OTHER SETTLEMENT TERMS:

1. No admission of liability.

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

F. EMPLOYMENT CASES:

1. Plaintiff may reapply for employment? Yes No

2. Type of reference to be provided: _____

G. EFFECTIVE DATE OF AGREEMENT:

- 1. Today's agreement to be binding? Yes No
- 2. Settlement agreement must be fully executed to be binding? Yes No

H. DISMISSAL OF LITIGATION AND ENFORCEMENT OF AGREEMENT:

- 1. Immediate dismissal with prejudice? Yes No In such case, the court cannot enforce the agreement.
- 2. Dismissal with prejudice to be entered on _____? Yes No The court cannot enforce the agreement after the dismissal. Parties should choose a date that allows sufficient time to execute the written settlement agreement and to implement the terms of the agreement.
- 3. Immediate dismissal without prejudice that automatically converts to dismissal with prejudice on _____? Yes No The court cannot enforce the agreement after the dismissal.
- 4. Dismissal without prejudice that bars re-litigation of the underlying claims? Yes No In this case, the court retains jurisdiction to enforce the agreement. Parties waive rights under Fed. R. Civ. P. 65 to have the terms of the agreement included in the dismissal order. This option is best for long-term obligations where confidentiality is desired.
- 5. Consent decree that expressly includes the settlement terms? Yes No The court retains jurisdiction to enforce the decree. This option is best for long-term obligations where confidentiality is not desired.

I. DO PARTIES CONSENT TO MAGISTRATE JUDGE JURISDICTION? Yes No

J. CONFIRMING AND DOCUMENTING SETTLEMENT:

- 1. Do parties wish to place settlement on the record? Yes No
- 2. Settlement terms to be incorporated in a typed written agreement? Yes No
 - (a) Typed agreement to be prepared by _____ and sent to other parties on or before _____
 - (b) Other parties to respond with changes, if any, by _____
- 3. Typed settlement agreement to be executed on or before: _____
- 4. Will settlement agreement be filed in court? Yes No

5. Other terms regarding documenting settlement: _____

K. NEXT COURT DATE TO REPORT ON SETTLEMENT: _____

AGREED TO BY:

AGREED TO BY:

