

SETTLEMENT CHECKLIST/TERM SHEET

CASE NAME: _____ vs. _____

CASE NO. _____ CV _____ DATE: _____

A. PAYMENT OF MONEY TO: _____ FROM: _____

1. Total amount to be paid: \$ _____

2. When: _____

3. Payment terms: _____

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

5. Any third party liens to be paid from proceeds? Yes or No

a. If yes, to whom: _____

6. Tax Treatment: _____

7. Other payment terms: _____

B. RELEASE OR COVENANT NOT TO SUE (Circle One):

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

b. Mutual Release

2. Scope of Release:

a. General:

1) All claims raised in the litigation, or

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

b. Limited: _____

3. Scope of Covenant Not To Sue: _____

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

5. Other Release or Covenant Not to Sue Terms: _____

C. CONFIDENTIALITY: Yes or No MUTUAL: Yes or No

1. What can be said about litigation?

- a. Dispute amicably resolved, or
- b. Nothing, or
- c. Other: _____

2. Exceptions to confidentiality?

- a. Attorneys
- b. Tax advisors
- c. Immediate family
- d. As otherwise required by law
- e. Other: _____

3. Liquidated damages in event of breach: Yes or No

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

D. OTHER SETTLEMENT TERMS:

1. No admission of liability. 2. _____

E. EMPLOYMENT CASES: 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. DISMISSAL OF LITIGATION AND ENFORCEMENT OF AGREEMENT (Circle one):

1. Immediate dismissal with prejudice; Court cannot enforce agreement.
2. Dismissal with prejudice entered on _____; Court cannot enforce agreement after that date. (Choose date that allows sufficient time to execute written agreement and fulfill obligations.)
3. Immediate dismissal without prejudice that automatically converts to with prejudice on _____; Court cannot enforce agreement after that date.
4. Dismissal without prejudice that bars relitigation of underlying claims; Court retains jurisdiction to enforce settlement agreement; parties waive rights under FRCP 65 to have terms of agreement included in dismissal order. (Best for long-term obligations where confidentiality is desired.)
5. Consent decree that expressly includes settlement terms; Court retains jurisdiction to enforce decree. (Best for long-term obligations where confidentiality is not desired.)

H. DO PARTIES CONSENT TO MAGISTRATE JUDGE JURISDICTION? Yes or No

I. CONFIRMING AND DOCUMENTING SETTLEMENT:

1. Do parties wish to place settlement on the record? Yes or No
 2. Settlement terms to be incorporated in a typed written agreement? Yes or 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 or No
 5. Other terms regarding documenting settlement: _____
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J. DO PARTY REPRESENTATIVES HAVE FULL AUTHORITY TO ENTER INTO SETTLEMENT AGREEMENT? Yes or No

Identify party representatives and their titles: _____

K. NEXT COURT DATE TO REPORT ON SETTLEMENT: _____

AGREED TO:

AGREED TO:
