

SETTLEMENT CHECKLIST/TERM SHEET

CASE NAME: \_\_\_\_\_ vs. \_\_\_\_\_

CASE NO. \_\_\_\_\_ CV \_\_\_\_\_ DATE: \_\_\_\_\_

**A. PAYMENT OF MONEY**

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

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

3. When: \_\_\_\_\_

4. Payment terms (e.g., to whom checks will be written, number of payments, payment schedule, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**B. SELECT A RELEASE OPTION**

Release (relinquishment of a right)

**OR**  Covenant Not to Sue (agreement not to sue)

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Scope of Covenant Not To Sue :

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

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 amicably 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. 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):** \$ \_\_\_\_\_

**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.**  
*(Only select in instances where parties need to negotiate additional terms or obtain further approval.)*

**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**
    - 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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**H. DISMISSAL OF LITIGATION AND ENFORCEMENT OF AGREEMENT (Circle one):**

**1. Immediate dismissal without prejudice that automatically converts to a dismissal with prejudice on \_\_\_\_\_ unless prior to that date a party files a motion to reinstate, a motion to enforce the parties' settlement agreement, or a motion for additional time to file a motion to reinstate or a motion to enforce the settlement agreement. (Court cannot enforce agreement after dismissal with prejudice is entered.)**

*(Recommended in the Seventh Circuit where parties desire Court to retain jurisdiction until all settlement terms are fulfilled.)*

**2. Dismissal with prejudice to be entered on \_\_\_\_\_. (Court cannot enforce agreement after that date. Choose date that allows sufficient time to execute written agreement and fulfill obligations or set a status date for presentation of an agreed order of dismissal.)**

**3. Dismissal with prejudice and parties agree in the dismissal order that the Court shall retain jurisdiction for the purpose of enforcing the terms of the settlement agreement through \_\_\_\_\_.**

*(Recommended for all Circuits other than the Seventh Circuit. See Kokkonen v. Guardian Life Insurance Company of America, 511 U.S. 375, 381-82 (1994).)*

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

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

**Print name, title, and identity of party:**

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**Signatures of all party representatives:**

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**K. NEXT COURT DATE TO REPORT ON SETTLEMENT (if needed): \_\_\_\_\_**