

SETTLEMENT CHECKLIST/TERM SHEET

CASE NAME: _____ v. _____

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 attorneys' 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 RELEASE OR COVENANT NOT TO SUE OPTION

1. Release (relinquishment of a right)

a. One Way from Plaintiff(s) to Defendant(s) OR Mutual

b. Scope: General OR Limited

i. If general (select one):

All claims raised in the litigation.

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

ii. If limited:

2. Covenant Not to Sue (agreement not to sue)

a. **Scope of Covenant Not to Sue:**

b. **Exceptions to Covenant Not to Sue:**

c. **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? (select one)**

a. **Dispute amicably resolved**

b. **Nothing**

c. **Other:** _____

4. **Exceptions to confidentiality? (select all that apply)**

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. **If yes, amount (not too large to avoid being a penalty): \$** _____

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. CONFIRMING AND DOCUMENTING SETTLEMENT

1. Do parties wish to place settlement terms on the record?

Yes OR No

2. Will there be a further typed settlement agreement?

Yes OR No

a. If yes:

i. Who will prepare typed agreement? _____

ii. Draft will be sent to other parties on or before: _____

iii. Other parties to respond with changes, if any, by: _____

iv. Typed settlement agreement to be executed on or before:

v. Will typed agreement be filed in court? _____

vi. Other terms regarding documenting settlement: _____

NOTE: The parties agree that this settlement term sheet expresses all the material terms and is a binding settlement whether or not a further typed settlement agreement is drafted and whether or not all of the parties sign a typed settlement agreement.

G. DISMISSAL OF LITIGATION AND ENFORCEMENT OF AGREEMENT

1. **State any exceptions to complete dismissal (e.g., any claims, counterclaims, third-party claims, etc. that have not been settled):** _____

NOTE: If no exceptions are listed, the entire case, including any claims and counterclaims, will be dismissed with prejudice.

2. **Select one of the following to indicate the form of the dismissal order:**

a. **Immediate dismissal without prejudice that that automatically converts to a dismissal with prejudice on _____, unless prior to that date a party files a motion (i) to reinstate, (ii) to enforce the parties' settlement agreement, or (iii) for additional time to file a motion to reinstate or to enforce the parties' settlement agreement. (Court cannot enforce agreement after dismissal with prejudice is entered. Recommended in Seventh Circuit where parties desire Court to retain jurisdiction until all settlement terms are fulfilled.)**

b. **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.)**

H. DO PARTIES CONSENT TO MAGISTRATE JUDGE JURISDICTION?

Yes OR No

I. DO PARTY REPRESENTATIVES HAVE FULL AUTHORITY TO ENTER INTO SETTLEMENT AGREEMENT?

Yes OR No

Identify party representatives and their titles:

If a party is a governmental entity or welfare/benefit fund, state any steps to ratifying the agreement and the dates when those steps will be taken:

J. SIGNATURES OF ALL PARTIES OR PARTY REPRESENTATIVES

AGREED TO:

AGREED TO:

K. NEXT COURT DATE TO REPORT ON SETTLEMENT: _____