

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: _____

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. Nothing, or

c. 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): \$ _____

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

If yes:

- a. Who will prepare the typed settlement agreement? _____
- b. The draft will be sent to other parties on or before _____
- c. Other parties to respond with changes, if any, by _____
- d. Typed settlement agreement to be executed on or before _____
- e. Will the typed agreement be filed in court? _____
- f. 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 (any claims or 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. Circle one of the following to indicate the form of the dismissal order:

a. 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.)

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.)

c. Dismissal with prejudice to be entered after the parties have filed a stipulation to dismiss pursuant to settlement. (The Court will set a telephonic status hearing in the future (usually 30 days out) but it will be cancelled if the parties file a stipulation to dismiss prior to this

date.

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 (or parties and counsel):

AGREED TO:

AGREED TO:

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K. NEXT COURT DATE TO REPORT ON SETTLEMENT: _____