

**SETTLEMENT CHECKLIST/TERM SHEET**

**CASE NAME:**

**CASE NO.:**

**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. Are 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. [Optional] 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 amount):** \$ \_\_\_\_\_

**b. Attorneys' fees and expenses to prevailing party in litigation arising from alleged breach of confidentiality agreement: Yes or No**

**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.**

**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**
- 3. [Optional] Settlement agreement to be prepared by \_\_\_\_\_  
and sent to other parties on or before \_\_\_\_\_**
- 4. [Optional] Settlement agreement to be executed on or before \_\_\_\_\_**
- 5. Will settlement agreement be filed in court? Yes or No**

**H. DISMISSAL OF LITIGATION AND ENFORCEMENT OF SETTLEMENT AGREEMENT:**

- 1. Dismissal without prejudice to be entered on \_\_\_\_\_.**  
*[Plaintiff will dismiss claims without prejudice on a particular date.]*
  
- 2. Dismissal without prejudice that automatically will convert to a dismissal with prejudice on \_\_\_\_\_ [insert date] unless, on that date, a motion to reinstate the case, a motion to enforce the settlement agreement, or a motion for additional time to file a motion to reinstate or a motion to enforce the settlement agreement is pending before the Court.**  
*[Note: in the Seventh Circuit, the Court cannot enforce the terms of a settlement if the case is dismissed with prejudice unless the parties choose option 4 below. Parties that want the Court to be able to enforce the terms of the settlement for a period of time should choose this option or option 4 below, or opt not to dismiss the case until all conditions of settlement are satisfied.]*
  
- 3. Dismissal with prejudice to be entered on (a) \_\_\_\_\_ [insert date], or (b) only after the following conditions are satisfied:**  
*[State below any conditions that must be satisfied before the claims are dismissed with prejudice. For example, the settlement agreement must be fully executed, payment must be received, a stipulation to dismiss must be filed, etc.]*

\_\_\_\_\_  
\_\_\_\_\_.

**4. The parties will agree to and the Court will enter a consent decree.**

**5. Dismissal with prejudice, the parties will incorporate the terms of the settlement agreement into the dismissal order, and ask the Court to retain jurisdiction to enforce settlement.**

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

*(If yes, counsel should fill out and execute a separate consent form.)*

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

**Signatures and titles of all parties and/or party representatives:**

_____	_____
_____	_____
_____	_____

**K. NEXT COURT DATE TO REPORT ON SETTLEMENT (if needed): \_\_\_\_\_ . If a stipulation of dismissal is filed before this date, the status hearing will be stricken and counsel need not appear.**