

SETTLEMENT CHECKLIST/TERM SHEET

CASE NAME: _____ **vs.** _____

JAMS CASE NO. _____ **DATE:** _____

COURT CASE NO. (if any) _____

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. Are parties responsible for their own attorney's fees and cost? Yes or No

a. If no, explain: _____

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 Defendants(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 litigation.

OR

b. Limited Release:

Scope of Covenant Not To Sue:

Expectations of Covenant Not to Sue:

Other Covenant Not to Sue Terms:

C. CONFIDENTIALITY

- 1. Settlement agreement to be confidential: Yes or No**

- ## 2. Mutual Confidentiality: Yes or No

- ### 3. What can be said about litigation or dispute?

- a. Dispute amicably resolved, or**

- b. Other:** _____

- 4. Exceptions to confidentiality? Circle exceptions that apply:**

- 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): \$ _____

D. OTHER SETTLEMENT TERMS

- 1. No admission of liability.**

[illegible]

E. EMPLOYMENT CASES ONLY

1. Ability to reapply: Yes or No

2. Type of reference: _____

F. EFFECTIVE DATE OF SETTLEMENT

1. A binding agreement today; or

2. No binding agreement until the typed settlement agreement is signed.

(Select in instances where parties need to negotiate additional material terms or obtain further approval.)

G. CONFIRMING AND DOCUMENTING SETTLEMENT

1. 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 _____

2. Typed settlement agreement to be executed on or before _____

3. Will settlement agreement be filed in court? Yes or No

4. Other terms regarding documenting settlement:

H. DISMISSAL OF LITIGATION AND ENFORCEMENT OF AGREEMENT (Choose one):

1. Immediate dismissal without prejudice that automatically converts to a dismissal with prejudice unless on or before (select date): ____ / ____ / ____ a party files a motion to reinstate, 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.

(This form of dismissal is recommended for federal cases in the REFERENCE TO Circuit (if appropriate) where parties want the Court to retain jurisdiction until all settlement terms are fulfilled before dismissing the case with prejudice. Consult with your counsel regarding REFERENCE TO Circuit case law on this issue.)

2. Dismissal with prejudice to be entered (circle one): (a) immediately, or (b) on [____/____/____] or (c) only after settlement agreement is signed and payment is made, or (d) promptly after the following conditions are satisfied: _____

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.

(Consult with your counsel to determine whether the court in your jurisdiction can retain jurisdiction to enforce a settlement after a dismissal with prejudice is entered).

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

Print name of party representative, his or her title, and name of party:

Signatures of party representatives:

_____	_____
_____	_____
_____	_____
_____	_____

J. NEXT DATE TO REPORT ON SETTLEMENT (if needed): _____

